

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

Vol. 376

PRETORIA, 25 OCTOBER 1996
OKTOBER

No. 17509

*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 MAY 1995)

LIST OF FIXED TARIFF RATES

<i>Standardised notices</i>	<i>Rate per insertion</i> R
ADMINISTRATION OF ESTATES ACTS NOTICES: Forms J 297, J 295, J 193 and J 187	13,80
BUSINESS NOTICES	32,70
INSOLVENCY ACT AND COMPANY ACTS NOTICES: Forms J 28, J 29 and Forms 1 to 9	27,60
N.B.: Forms 2 and 9—additional statements according to word count table, added to the basic tariff.	
LOST LIFE INSURANCE POLICIES: Form VL	16,50
UNCLAIMED MONEYS —only in the extraordinary <i>Government Gazette</i> , closing date 15 January (per entry of "name, address and amount")	8,10
<i>Non-standardised notices</i>	
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 <i>Gazette</i> :	
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, <i>curator bonus</i> and similar and extensive rules <i>nisi</i>	218,80
Extension of return date	27,60
Supersessions and discharge of petitions (J 158)	27,60
SALES IN EXECUTIONS AND OTHER PUBLIC SALES:	
Sales in execution	125,80
Public auctions, sales and tenders:	
Up to 75 words	38,40
76 to 250 words	98,50
251 to 350 words (more than 350 words—calculate in accordance with word count table)	158,70

LYS VAN VASTE TARIWE

EN

VOORWAARDES

VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE STAATSKOERANT

(INWERKINGTREDING: 1 MEI 1995)

LYS VAN VASTE TARIWE

<i>Gestandaardiseerde kennisgewings</i>	<i>Tarief per plasing</i>
	R
BESIGHEIDSKENNISGEWINGS	32,70
BOEDELWETTEKENNISGEWINGS: Vorms J 297, J 295, J 193 en J 187	13,80
INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS: Vorms J 28, J 29 en Vorms 1 tot 9.....	27,60
L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toegevoeg tot die basiese tarief.	
ONOPGEËISTE GELDE —slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag")	8,10
VERLORE LEWENSVERSEKERINGSPOLISSE: Vorm VL.....	16,50
 <i>Nie-gestandaardiseerde kennisgewings</i>	
DRANKLISENSIE-KENNISGEWINGS in buitengewone <i>Staatskoerant</i> :	
Alle provinsies verskyn op eerste Vrydag van elke kalendermaand.....	46,70
(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 lede-registers en/of verklaring van dividende	62,90
Verklaring van dividende met profytstate, notas ingesluit.....	144,80
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies	218,80
ORDERS VAN DIE HOF:	
Voorlopige en finale likwidasies of sekwestrasies	82,20
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking	218,80
Geregtelike besture, <i>kurator bonis</i> en soortgelyke en uitgebreide bevele <i>nisi</i>	218,80
Verlenging van keerdatum	27,60
Tersydestelling en afwysings van aansoeke (J 158).....	27,60

WORD COUNT TABLE

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

WOORDETAL-TABEL

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

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

CONDITIONS FOR PUBLICATION VOORWAARDES VIR PUBLIKASIE

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

SLUITINGSTYFIE VIR DIE AANNAME VAN KENNISGEWINGS

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

- (1) any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;
- (2) erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;
- (3) any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN ADVERTEERDER

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

COPY

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

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

(1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

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

KOPIE

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

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

(1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

- (a) die lys van vaste tariewe; of
- (b) indien die vaste tariewe nie van toepassing is nie, die woordetal-tariewe.

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

**Advertising Section
Government Printing Works
Private Bag X85
Pretoria
0001**

before publication.

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

The following stamps are not acceptable:

- (i) Revenue stamps of the old series.
- (ii) Revenue stamps of other states.
- (iii) Postage stamps.

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

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

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

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

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

**Advertensie-afdeling
Staatsdrukkery
Privaatsak X85
Pretoria
0001**

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie:

- (i) Inkomsteseëls van die ou reeks.
- (ii) Inkomsteseëls van ander state.
- (iii) Posseëls.

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

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

PROOF OF PUBLICATION

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

BEWYS VAN PUBLIKASIE

15. Eksemplare van die *Staatskoerant* wat nodig mag wees ter bewys van publikasie van 'n kennisgewing kan teen die heersende verkoopprijs 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:

- ▶ **12 December**, Thursday, for the issue of Friday **20 December**
- ▶ **17 December**, Tuesday, 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:

- ▶ **12 Desember**, Donderdag, vir die uitgawe van Vrydag **20 Desember**
- ▶ **17 Desember**, Dinsdag, vir die uitgawe van Vrydag **27 Desember**

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

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

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

TRANSVAAL

Case No. 18167/96
PH 388

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOTOBULI, TEBHOHO PETER, Defendant

In Execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Overvaal Building, 28 Krugerlaan, Vereeniging, on Thursday, 14 November 1996 at 14:30, 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 847, Bedworth Park Township, Registration Division IQ., Province of Gauteng, area 1 489 (one thousand four hundred and eighty-nine) square metres, situated at 29 Diana Avenue, Bedworth Park.

Improvements (not guaranteed): A house under tile roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, double garage, servants' quarters and walls around property.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 on the proceeds of the sale and 3% (three per cent) on the balance thereof subject to a maximum commission of R7 000 and a minimum of R260.

Dated at Johannesburg on 7 October 1996.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 5th Floor, Elephant House, 107 Market Street, Johannesburg.
(Tel. 336-4052.) (Ref. ForeclosuresZ1735.)

Case No. 3322/92
PH 388

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BROWNING: JACQUELINE, 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, on Thursday, 14 November 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Portion 2 of Erf 2, Lombardy East Township, Registration Division IR., Province of Gauteng, area 2 024 (two thousand and twenty-four) square metres, situated at 84 Shakespeare Road, Lombardy East, Johannesburg.

Improvements (not guaranteed): A house under tile roof consisting of four bedrooms, three bathrooms, kitchen, lounge, dining-room, study, three carports, swimming-pool, servants' quarters, toilet and precast walls around property.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 on the proceeds of the sale and 3% (three per cent) on the balance thereof subject to a maximum commission of R7 000 and a minimum of R260.

Dated at Johannesburg on 9 October 1996.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 5th Floor, Elephant House, 107 Market Street, Johannesburg.
(Tel. 336-4052.) (Ref. Foreclosures.)

Case No. 10216/96

PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and HOLTZHAUSEN, DAVID JOHANNES GIDEON, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, Wednesday, 13 November 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

Certain Erf 400, West Krugersdorp Township, Registration Division IQ, Province of Gauteng, area 565 (five hundred and fifty-six) square metres, situated at 13 Fisher Street, West Krugersdorp.

Improvements (not guaranteed): A house under iron roof consisting of two bedrooms, bathroom, kitchen, lounge and walls around property.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 on the proceeds of the sale and 3% (three per cent) on the balance thereof subject to a maximum commission of R7 000 and a minimum of R260.

Dated at Johannesburg on 8 October 1996.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 5th Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1480.)

Case No. 18362/96

PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MABELA, ABRAM CHRISTOPHER, First Defendant, and MABELA, DEBORAH, 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, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 14 November 1996 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Portion 4, Erf 466, Mid-Ennerdale Township, Registration Division IQ, Province of Gauteng, area 448 (four hundred and forty-eight) square metres, situated at 466/4 Denver Street, Mid-Ennerdale.

Improvements (not guaranteed): A house consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room and garage.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 on the proceeds of the sale and 3% (three per cent) on the balance thereof subject to a maximum commission of R7 000, and a minimum of R260.

Dated at Johannesburg on the 7th day of October 1996.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresX157.)

Case No. 39/96

PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and VILJOEN, TOBIAS, First Defendant,
and VILJOEN, PETREI TANIA, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, on Wednesday, 13 November 1996 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Portion 551, Erf 265, Krugersdorp Township, Registration Division IQ, Province of Gauteng, area 785 (seven hundred and eighty-five) square metres, situated at 113 Viljoen Street, Krugersdorp.

Improvements (not guaranteed): A house under iron roof consisting of bedrooms, bathroom, kitchen and lounge with garage, servants' quarters and walls around the property.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 on the proceeds of the sale and 3% (three per cent) on the balance thereof subject to a maximum commission of R7 000, and a minimum of R260.

Dated at Johannesburg on the 7th day of October 1996.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg.
(Tel. 336-4052.) (Ref. ForeclosuresZ1038.)

Case No. 18354/96

PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff,
and FELDMAN, REZA, First Defendant, and FELDMAN, CHERYL MERCIA, 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, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 14 November 1996 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Portion 11, Erf 424, Mid-Ennerdale Township, Registration Division IQ, Province of Gauteng, area 533 (five hundred and thirty-three) square metres, situated at 424/11 Second Avenue, Mid-Ennerdale.

Improvements (not guaranteed): A house consisting of three bedrooms, bathrooms, shower, kitchen, lounge, dining-room, study and garage.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 on the proceeds of the sale and 3% (three per cent) on the balance thereof subject to a maximum commission of R7 000, and a minimum of R260.

Dated at Johannesburg on the 8th day of October 1996.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg.
(Tel. 336-4052.) (Ref. ForeclosuresX158.)

Case No. 19809/96
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and VORSTER, LEON, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 14 November 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 291, Three Rivers Township, Registration Division IQ, Province of Gauteng, area 3 534 (three thousand five hundred and thirty-four) square metres, situated at 200 General Hertzog Road, Three Rivers.

Improvements (not guaranteed): A house under tile roof consisting of four bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, servants' quarters, swimming-pool and walls around property.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 on the proceeds of the sale and 3% (three per cent) on the balance thereof subject to a maximum commission of R7 000, and a minimum of R260.

Dated at Johannesburg on the 7th day of October 1996.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1756.)

Case No. 16928/96
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CHILTON: SIMON NICHOLAS, First Defendant, and CHILTON, TERESA SERENA, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, on Wednesday, 13 November 1996 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Unit consisting of section 32 and its undivided share in the common property in the Da Valley Sectional Title Scheme, area 100 (one hundred) square metres, situated at Unit 32, Ground Floor, Da Valley, between Impala Road and Richardson Avenue, Mindaloro Extension 1.

Improvements (not guaranteed): A sectional title unit consisting of two bedrooms, bathroom, kitchen and lounge.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 on the proceeds of the sale and 3% (three per cent) on the balance thereof subject to a maximum commission of R7 000, and a minimum of R260.

Dated at Johannesburg on the 9th day of October 1996.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1699.)

Case No. 9707/93
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MACKENZIE, MICHAEL JOHN, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 9 St Giles Street, Kensington B, Randburg, on Friday, 15 November 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

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

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

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 on the proceeds of the sale and 3% (three per cent) on the balance thereof subject to a maximum commission of R7 000, and a minimum of R260.

Dated at Johannesburg on the 9th day of October 1996.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ827.)

Case No. 22317/91
PH 388

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and THERON, STEPHEN KENNETH, 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 St Giles Street, Kensington B, Randburg, at 10:00 on Friday, 15 November 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 563, Morningside Extension 40 Township, Registration Division IR, the Province of Gauteng, area 1 785 (one thousand seven hundred and eighty-five) square metres, situated at 131 Ballyclare Drive, Morningside Extension 40.

Improvements (not guaranteed): A house under tile roof consisting of four bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, double garage, swimming-pool, servants' quarters with toilet and precast walls around the property.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 on the proceeds of the sale and 3% (three per cent) on the balance thereof subject to a maximum commission of R7 000 and a minimum of R260.

Dated at Johannesburg on this 10th day of October 1996.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. Foreclosures.)

Saak No. 8154/96

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

In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en ADRIAAN HARTMAN, Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 16 September 1996, sal die volgende eiendom verkoop word in eksekusie op 14 November 1996 om 10:00, by die Balju se Kantoor, Parkstraat 8, Kempton Park, naamlik:

Lina Court, Eenheid 7, Woonstel 13, Kempton Park, geleë te Casuarinastraat, Kempton Park, groot 77 vierkante meter.

Verkoopvoorwaardes:

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

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

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

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

Slabbert & Visser, Vierde Verdieping, Bybelhuis, Centraallaan 18 (Posbus 47), Kempton Park, 1620. (Tel. 975-4941.)

Saak No. 8150/96

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

**In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en JEAN-PRIEURRE COETZEE,
Eerste Vonnisskuldenaar, en ANITA PETRO COETZEE, Tweede Vonnisskuldenaar**

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 16 September 1996, sal die volgende eiendom verkoop word in eksekusie op 14 November 1996 om 10:00, by die Balju se kantoor, Parkstraat 8, Kempton Park, naamlik:

Erf 924, Rhodesfield-uitbreiding 1, geleë te Proctorstraat 12, Rhodesfield-uitbreiding 1, groot 851 vierkante meter.

Verkoopvoorwaardes:

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

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

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

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

Slabbert & Visser, Vierde Verdieping, Bybelhuise, Centraallaan 18; Posbus 47, Kempton Park. (Tel. 975-4941.)

Saak No. 60671/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen NBS BANK LIMITED, Eiser, en JOHN JOOSTE, ID 4501275088089, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 23 September 1996, uitgereik deur bogenoemde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste biebër op 15 November 1996 om 11:00.

Deel 2, soos getoon en meer volledig omskryf op Deelplan SS187/96, in die skema bekend as Doorn 11/1110, ten opsigte van die grond en gebou of geboue, geleë te Doornpoort-dorpsgebied, Plaaslike Owerheid: Stadsraad van Pretoria, groot 118 (eenhonderd-en-agtien) vierkante meter (beter bekend as Suikerbosstraat 748B, Doornpoort).

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Duethuis met drie slaapkamers, badkamer, stort, kombuis, sitkamer, eetkamer, dubbelmotorhuis met tuin en parkering.

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

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

Geteken te Pretoria op hierdie 14de dag van Oktober 1996.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR68138.)

Case No. 719/95

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and ERNST CHRISTIAAN BADENHORST, First Defendant, and ELIZABETH GERTRUIDA BADENHORST, Second Defendant

A sale will be held in front of the main entrance to the Magistrate's Court, Barberton, without reserve, on 15 November 1996 at 10:00:

Erf 368, situated in the Township Komatipoort Extension 1, Registration Division J.U., Transvaal, measuring 1 101 (one thousand one hundred and one) square metres, held by First and Second Defendants under Deed of Transfer T61063/1992, situated at 8 Liebenberg Street, Komatipoort Extension 1.

Particulars are not guaranteed: Dwelling-house with tiled roof, consisting of three bedrooms, lounge, study, kitchen, pantry and bathroom with toilet. Servants' quarters with toilet, store and precast walls.

Inspect conditions at the office of the Sheriff, Supreme Court Barberton.

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 23rd Floor, SAAU Building, corner of Schoeman and Andries Streets, Pretoria. (Tel. 339-8311.) (Ref. L420446/dw.)

Case No. 6366/96
PH 170

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

In the matter between STANDARD BANK OF SA LIMITED, Judgment Creditor, and MYERS, YVONNE SHIRLEY, Judgment Debtor

Be pleased to take notice that in execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the offices of the Sheriff, Supreme Court, Germiston, Fourth Floor, Standard Towers, 247 President Street, Germiston, on 14 November 1996 at 10:00, of the under-mentioned property of the Judgment Debtor, on the conditions which lie for inspection at the offices of the Sheriff of the Supreme Court, Germiston, Fourth Floor, Standard Towers, 247 President Street, Germiston, prior to the sale:

Erf 83, Gerdview Township, Registration Division IR, in the Province of Gauteng, measuring 654 (six hundred and fifty-four) square metres, held by virtue of Deed of Transfer T10294/1984, and corresponding to the street address 6 Utrecht Road, Gerdview, Germiston.

The following information is furnished regarding the improvements, although in this regard nothing is warranted. The above-mentioned property is a dwelling-house consisting of lounge, dining-room, three bedrooms, bathroom, toilet, kitchen, garage, swimming-pool and servant's room with toilet and shower.

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

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this day of October 1996.

Young-Davis Inc., Sanlam Arena, Entrance 2, corner of Cradock Avenue and Baker Street, Rosebank. (Tel. 447-1808.) (Ref. Mr T. Brivik/S9413.)

Saak No. 2475/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen NBS BANK BEPERK, Eiser, en ELDA MAISAKA MATLHOLA, Eerste Verweerder, en ISAAC PATRICK MATLHOLA, Tweede Verweerder

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

Alle reg, titel en belang in en tot die huurpag ten aansien van Erf 9456, Kagiso-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 264 (tweehonderd vier-en-sestig) vierkante meter.

Ligging: Erf 9456, Kagiso-dorpsgebied,

in eksekusie verkoop op 13 November 1996 om 10:00, deur die Balju by sy kantoor te Klaburnhof, Ockersestraat 22B, Krugersdorp.

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

Swart, Redelinghuys, Nel & Vennote, Voortrekkerweg 245, Monument, Krugersdorp. [Tel. (011) 954-4000.] (Verw. Jan Nel.)

Saak No. 186/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

**In die saak tussen NBS BANK BEPERK, Eiser, en NKOBOAILALE EVENS NGOBENI, Eerste Verweerder, en
NKELE EVA NGOBENI, Tweede Verweerder**

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

Alle reg, titel en belang in en tot die huurpag ten aansien van Erf 11453, Kagiso-uitbreiding 6-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 372 (driehonderd twee-en-sewentig) vierkante meter.

Ligging: Calendulastraat 11453, Kagiso-uitbreiding 6, Krugersdorp,

in eksekusie verkoop op 13 November 1996 om 10:00, deur die Balju by sy kantoor te Klaburnhof, Ockersestraat 22B, Krugersdorp.

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

Swart, Redelinghuys, Nel & Vennote, Voortrekkerweg 245, Monument, Krugersdorp. (Tel. 954-4000.) (Verw. Jan Nel.)

Saak No. 6041/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

**In die saak tussen NBS BANK BEPERK, Eiser, en DADDY ZACHARIA MOLEMA, Eerste Verweerder, en
RUTH MOLEMA, Tweede Verweerder**

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

Alle reg, titel en belang in en tot die huurpag ten aansien van Erf 10413, Kagiso-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 240 (driehonderd-en-veertig) vierkante meter.

Ligging: 10413 Kagiso-uitbreiding 2, Krugersdorp,

in eksekusie verkoop op 13 November 1996 om 10:00, deur die Balju by sy kantoor te Klaburnhof, Ockersestraat 22B, Krugersdorp.

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

Swart, Redelinghuys, Nel & Vennote, Voortrekkerweg 245, Monument, Krugersdorp. [Tel. (011) 954-4000.] (Verw. Jan Nel.)

Saak No. 6390/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

**In die saak tussen NBS BANK BEPERK, Eiser, en FREDERIK STEPHANUS PELSER, Eerste Verweerder, en
ESME IRENE PELSER, Tweede Verweerder**

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

Erf 315, Breaunanda-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 1 475 (eenduisend vierhonderd vyf-en-sewentig) vierkante meter.

Ligging: Integrarilaan 28, Breaunanda-uitbreiding 1, Krugersdorp,

in eksekusie verkoop op 13 November 1996 om 10:00, deur die Balju by sy kantoor te Klaburnhof, Ockersestraat 22B, Krugersdorp.

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

Swart, Redelinghuys, Nel & Vennote, Voortrekkerweg 245, Monument, Krugersdorp. [Tel. (011) 954-4000.] (Verw. Jan Nel.)

Case No. 50725/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and CATHARINA MARIA OELOFSE, Defendant

A sale in execution will be held on 12 November 1996 at 10:00, at N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria, of:

Section 18, as shown and more fully described on Sectional Plan No. SS.38/78 in the building known as Cadrille, situated at Portion 1 of Erf 777, Pretoria, of which the floor area according to the said sectional plan is 76 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. ST.12867/94, known as 18 Cadrille, 281 Jacob Mare Street, Pretoria.

The following improvements are reported to be on the property, but nothing is guaranteed: *Flat*: Lounge, dining-room, kitchen, two bedrooms, bathroom, w.c., balcony, under cover parking 18 and drying area.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria Central, 30 Margaretha Street, Pretoria.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.1707.)

Case No. 30100/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between MERCANTILE BANK LIMITED, Plaintiff, and ZIZAMELE JACKSON KHAMBULE, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held, at the Sheriff's Office, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, on Wednesday, 13 November 1996 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer, prior to the sale:

All right, title and interest in Erf 2933, Kagiso, Registration Division IQ, Province of Gauteng, measuring 260 square metres, situated at 2933 Kagiso Central, Kagiso.

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

Description: Two bedrooms, lounge/TV room, kitchen and bathroom.

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

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

Signed at Johannesburg on the 27th day of September 1996.

Bhikha Inc., Second Floor, 132 Fox Street (P.O. Box 510), Johannesburg. [Tel. (011) 331-9805/6.] (Ref. C11637/M184/GI/lm.)

Saak No. 1171/95

IN DIE LANDDROSHOF VIR DIE DISTRIK SESHEGO GEHOU TE SESHEGO

In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eksekusieskuldeiser, en SETLABO SIMON MAPHALLE, Eerste Eksekusieskuldenaar, en RAESETJA DORCAS MAPHALLE, Tweede Eksekusieskuldenaar

Ten uitvoer van 'n vonnis wat die Landdros, Seshego, toegestaan het op 28 November 1995 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 4 Desember 1996 om 14:00, by die Landdroskantoor, Seshego, aan die hoogste bieder, naamlik:

Eienaarseenheid 467, Eenheid 1-dorpsgebied, Seshego, groot 431 (vierhonderd een-en-dertig) vierkante meter, gehou kragtens Grondbrief 446/81.

Die eiendom kan omskrywe word soos volg: Woonhuis geleë te Eienaarseenheid 467, Eenheid 1, Seshego, en bestaan uit sitkamer, kombuis, twee slaapkamers en badkamer.

Terme: Die veilingskoste 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 bougenootskapwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Landdroshof, Seshego, en kan te eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 11de dag van Oktober 1996.

W. A. H. Nel, vir Steytler Nel & Calitz, Eerste Verdieping, Pioneersentrum, Landdros Maréstraat 52, Pietersburg. (Verw. mnr. Nel/CF/ANU 043.)

Case No. 13947/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and NEL, PETRUS JOHANNES LODEWIKUS, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on 19 November 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 Sheriff, Alberton, prior to the sale:

Certain Section 12, as shown and more fully described on Sectional Plan SS336/95 in the scheme known as Villa Angelique in respect of the land and building or buildings situated at Randhart Extension 1 Township in the area of Alberton City Council, floor area, according to the said Sectional Plan is 82 (eighty-two) square metres in extent and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST63367/95, situated at 12 Villa Angelique, Venter Street, Randhart Extension 1, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Flat comprising two bedrooms, bathroom, w.c., combined lounge, dining-room and kitchen, carport and laundry. *Zoned:* Special Residential.

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

Dated at Johannesburg on this 9th day of October 1996.

Hammond Pole & Dixon Inc., Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. N00523/Mrs Kok.)

Case No. 9481/96

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

In the matter between NBS BANK LIMITED, formerly known as NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and LESETJA LAZARUS MOJAPELO First Defendant, and MAGDELINE MONANTSI MOJAPELO, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 12 September 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 22 November 1996 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Stand 6552, Vosloorus Extension 9 Township, situated on Stand 6552, Seinoli Street, Vosloorus Extension 9, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 400 (four hundred) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising kitchen, three bedrooms, bathroom and w.c.

The conditions of sale:

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

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

Dated at Boksburg on this 11th day of October 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00559/Mrs Kok.)

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
PEIRSON, STEVEN, 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, Kempton Park, on 14 November 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain: A unit consisting of—

(a) Section 21 as shown and more fully described on Sectional Plan SS441/92 in the scheme known as Willowrock Village in respect of the land and building or buildings situated at Birchleigh Extension 19 Township in the Area of Kempton Park, of which the floor area, according to the said section plan, is 58 (fifty-eight) square metres in extent, being 21 Willowrock Village, Tinus de Jongh Street, Birchleigh Extension 19, Kempton Park.

(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, measuring 58 (fifty-eight) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A simplex unit comprising kitchen, lounge/dining-room, two bedrooms, bathroom with outbuildings with similar construction comprising of garage.

Dated at Johannesburg on this 11th day of October 1996.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/ayb/P433.)

Saak No. 1282/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

**In die saak tussen NATAL BOUVERENIGING BEPERK, Eiser, en S. L. THERON, Eerste Verweerder, en
D. L. THERON, Tweede Verweerder**

Ten uitvoering van 'n vonnis in die Landdroshof, Pietersburg, toegestaan op 18 Maart 1996 en 'n lasbrief vir eksekusie uitgereik ter uitvoering daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 22 November 1996 om 10:00, te die Landdroskantoor, Pietersburg, naamlik:

Erf 277, geleë in die dorpsgebied Peninapark, Registrasieafdeling LS, Transvaal, groot 1 722 (een sewe twee twee) vierkante meter, gehou kragtens Akte van Transport T25278/85, geleë te Selatistraat 14, Peninapark, Pietersburg.

Die volgende inligting word gelever met betrekking tot verbeterings, alhoewel in hierdie respek niks gewaarborg word nie:

Die eiendom is 'n woonhuis bestaande uit 'n sitkamer, eetkamer, studeerkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette, stort, ingangsportaal, familiekamer, waskamer en twee motorhuise plus 'n woonstel bestaande uit twee slaapkamers, kombuis, eetkamer en 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 bouverenigingwaarborg 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 Baljukurantore, Bokstraat 56A, Pietersburg.

Geteken te Pietersburg op hierdie 7de dag van Oktober 1996.

M. Botha, vir Botha Horak Ingelyf, Prokureur vir Eiser, Joubertstraat 27, Pietersburg, 0699. (Tel. 29-12147/8.) (Verw. Mnr. Botha/sm/6691.)

Case No. 127208/94
PH 36

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 KHUMALO, MNTUNGWA AMOS, First Defendant, and KHUMALO, TEMBI ELSAPHINA, Second 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 and subject to written confirmation by the Plaintiff will be held in front of the Court-house, Fox Street entrance, on Friday, 15 November 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, Soweto East, 32 Von Brandis Street, Johannesburg, prior to the sale:

Stand 1893, Molapo Township, Registration Division IQ, Gauteng, measuring 238 (two hundred and thirty eight) square metres.

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

Main building: Lounge, kitchen, three bedrooms, bathroom and w.c.

Outer buildings: N/a.

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

Dated at Johannesburg on this the 14th day of October 1996.

W. A. van Metzinger, for Cliffe Dekker & Todd Inc., Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg; P.O. Box 61059, Marshalltown. (Tel. 832-2911.) (Ref. Mr W. A. van Metzinger/ma/M30296.)

Saak Nos. 4469/94 en 4468/94

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

In die saak tussen ENVEE BOUDIENSTE EN TUINDIENSTE, Eiser, en mnr. A. W. VAN RHYN, Verweerder

Ter voldoening van 'n vonnis van die bovermelde Hof, toegestaan op 17 Mei 1996 en ter uitvoering van 'n lasbrief vir eksekusie, uitgereik op 14 Mei 1996, sal die ondervermelde goedere in eksekusie verkoop word per openbare veiling op 14 November 1996 om 10:00, te Balju, Verkoopsperseel, Parkstraat 8, Kempton Park.

Neem asseblief kennis dat die terme van die verkoping streng kontant of bankgewaarborgde tjeks is.

Erf 1534, Glen Marais-uitbreiding 1-dorpsgebied, Monumentlaan 201, Glen Marais, Kempton Park.

Die eiendom bestaan uit sitkamer, eetkamer, drie slaapkamers, twee badkamers, studeerkamer, kombuis en twee motorhuise. Die eiendom is omring deur baksteenmure.

Geteken te Kempton Park, op vandag die 8ste dag van Oktober 1996.

Bosman, Oosthuizen, Johnson & Korf, Noordrandweg 27, Posbus 819, Kempton Park, 1620. [Tel. (011) 394-1628/9.] [Faks (011) 975-4903.] (Verw. IB/OE0010/686/ce.)

Case No. 138729/95

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 THOMAS MICHAEL DEVLIN, Defendant

Pursuant to a judgment of the above Honourable Court dated 5 February 1996 and a warrant of execution dated 23 April 1996, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 20 November 1996 at 10:00, at the Sheriff's Office, 41A Beaconsfield Avenue, Vereeniging:

Certain Holding 113, Homestead, Apple Orchards Small Holding, Registration Division IQ, Transvaal.

Situation: 113 Eighth Road, Homestead Apple Orchards.

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

Improvements: A dwelling consisting of a lounge, a dining-room, kitchen, three bedrooms, bathroom and two toilets.

Outbuildings: Staff quarters, toilet and two stables.

Area: 4,0471 hectares, property is held under Deed of Transfer T99494/93.

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

Dated at Johannesburg on this 10th day of October 1996.

R. Reichman-Israelsohn, for Israelsohn Inc., 107 Oxford Road, Rosebank (P.O. Box 6467), Johannesburg, 2000.
(Tel. 880-2091.) (Ref. BR9718/COLL/RG/LB.)

Saak No. 3241/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen STEVE & WILLIE, Eiser, en mnr. SIMON MAPHEPA, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 1 Januarie 1996 en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom op 13 November 1996 om 14:00, te die Landdroskantore, Seshego, geregteik verkoop sal word, naamlik:

Stand 4033, Eenheid G, Seshego, groot 557 (vyfhonderd sewe-en-veertig) vierkante meter, gehou kragtens Grondbrief 1561/87, ook bekend as Stand 4033, Eenheid G, Seshego.

Neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Paul Krugerstraat 68A, Pietersburg, ter insae lê en behels, onder andere, die volgende:

1. Tien persent (10%) van koopsom op datum van veiling.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Pietersburg op hede die 9de dag van Oktober 1996.

J. A. J. van den Heever, vir Henstock van den Heever, Saambou Bank, Eerste Verdieping, Jorissenstraat 23 (Posbus 65), Pietersburg, 0700. [Tel. (0152) 295-9110/1/2.] (Verw. AVDM/IS0338.)

Saak No. 1137/95

IN DIE LANDDROSHOF VIR DIE DISTRIK SESHEGO GEHOU TE SESHEGO

In die saak tussen SAFRICH GROEP (EDMS.) BEPERK, Eiser, en mnr. S. S. MAPHEPA, handeldrywende as MAPHEPA CONTRACTORS, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 21 Augustus 1996 en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom op 13 November 1996 om 14:00, te die Landdroskantore, Seshego, geregteik verkoop sal word, naamlik:

Stand 1015, Eenheid H, Seshego, distrik Seshego, groot 747 (sewehonderd sewe-en-veertig) vierkante meter, gehou kragtens Grondbrief 1707/90, ook bekend as Stand 1015, Eenheid H, Seshego.

Neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Paul Krugerstraat 68A, Pietersburg, ter insae lê en behels, onder andere, die volgende:

1. Tien persent (10%) van koopsom op datum van veiling.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Pietersburg op hede die 9de dag van Oktober 1996.

J. A. J. van den Heever, vir Henstock van den Heever, Saambou Bank, Eerste Verdieping, Jorissenstraat 23 (Posbus 65), Pietersburg, 0700. [Tel. (0152) 295-9110/1/2.] (Verw. AVDM/IS0270.)

Saak No. 18331/96

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BPK., Eiser, en RABOTAPI, TOKELO JOHN, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Albertyn, op 12 November 1996 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 2162, Administratiewe Triange-dorpsgebied, Registrasieafdeling IR, Transvaal, en ook bekend as Administratiewe Triangle 2162, Kathlehong, groot 545 m² (vyf vier vyf) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou*: Sitkamer, eetkamer, vier slaapkamers, badkamer/toilet en kombuis. *Buitegeboue*: Motorhuis. *Konstruktueer*: Baksteen met sink.

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

Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R30 000 (dertigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R7 000 (seweduisend rand). Minimum fooie R260 (tweehonderd en sestig rand).

Gedateer te Johannesburg op hede die 11de dag van Oktober 1996.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat; Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/F5465E.)

Case No. 7183/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and H. A. S. KOEKMOER, Defendant

On 15 November 1996 at 11:00, the undermentioned property will be sold in execution at 439 Prince George Street, Brakpan, to the highest bidder:

Certain Erf 2507, together with all erections or structures thereon in the Township of Brakpan, Registration Division IR, Province of Gauteng, measuring 991 m², Deed of Transfer T15899/1993, situated at 65 Jones Avenue, Brakpan.

Improvements: Single storey brick and/or cement residence under corrugated iron roof consisting of main plus two bedrooms, bathroom, lounge, kitchen, dining-room, two sculleries, maids plus toilet and pre-cast fencing (which are not warranted to be correct and not guaranteed).

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. Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the offices of the Sheriff of the Magistrate's Court, Brakpan.

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

4. 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.

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

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

7. Failing compliance with the provisions of the conditions of sale the Execution Creditor shall be entitled to cancel the sale on written notice to the effect and the purchaser shall forfeit for the benefit of the Execution Creditor the deposit referred to in paragraph 3 above without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this 18th day of May 1996.

M. England, for Austin Jordaan, 94 Howard Avenue, Benoni. (Tel. 421-7128.) (Ref. M. England/DB C372/95.)

Case No. 25137/96

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

In the matter between BUCHEL (PTY) LTD, Plaintiff, and Mr R. ARCHIBALD, trading as R & J CONTRACTORS, Defendant

A sale will be held on Tuesday, 12 November 1996 at 10:00, at NG Sinodale Sentrum, 234 Visagie Street, Pretoria, of:

Erf 511, Kilner Park Extension 1, Registration Division JR, Transvaal, measuring 992 square metres, held under Deed of Transfer T78698/1991, situated at 271 Abilia Avenue, Kilner Park, Pretoria.

Particulars are not guaranteed: Three bedrooms, two bathrooms, lounge, dining-room, TV room, study, kitchen, laundry, swimming-pool, iron roof, lapa, garage, carport for six vehicles, built-in cupboards and concrete fence.

Inspect conditions of sale at the Sheriff of the Court, Pretoria Central, at Messcor House, 30 Margaretha Street, Pretoria Central.

Dated at Pretoria on this the 15th day of October 1996.

M. Nixon, for Nixon & Collins, Attorneys for Plaintiff, First Floor, Burlington House, Burlington Arcade, 235 Church Street, Pretoria. [Tel. (012) 323-8633.] (Ref. Nixon/GW/G6316.)

Saak No. 32365/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen EERSTE NASIONAL BANK VAN S.A. BPK., Eiser, en DODRIDGE MAELE POOE, Verweerder

Ingevolge 'n vonnis van die Landdroshof vir Pretoria sal 'n openbare veiling met 'n reserweprys op Dinsdag, 12 November 1996 om 10:00, te NG Sinodale Sentrum, Visagiesentrum 234, Pretoria, gehou word kragtens voorwaardes wat nou by die kantoor van die Balju, Pretoria-Sentraal, ingesien kan word en wat deur hom ten tye van die verkoping van die volgende eiendom uitgelees sal word:

Eenheid 3, Relly Court, De Kockstraat 407, Sunnyside, Pretoria.

Die volgende inligting ten aansien van die eiendom word hierby gegee naamlik: Twee en 'n half slaapkamer woonstel, badkamer, kombuis en sekuriteit. 78 vierkante meter.

Terme: 10% (tien persent) van die koopprys sowel as die afslaerskoste in kontant op die dag van verkoping, die balans teen registrasie van oordrag verseker te word deur 'n bank- of bouverenigingwaarborg wat binne 14 (veertien) dae vanaf die datum van die verkoping voorsien moet word.

Gedateer te Pretoria op hierdie 4de dag van Oktober 1996.

Phillip Barnard Prokureur, Prokureur vir Eiser, Schoemanstraat 1019, Hatfield, Pretoria. [Tel. (012) 342-0251.] (Verw. mnr. Barnard/ik/E00013.)

Saak No. 14517/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen EERSTE NASIONALE BANK VAN S.A. BEPERK, Eiser, en CAREL SEBASTIAAN BURGER, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogenoemde aksie toegestaan op 20 Augustus 1996, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 8 November 1996 om 10:00:

Erf 35, geleë in die dorpsgebied Hectorspruit-uitbreiding 1, Registrasieafdeling JU, Mpumalanga, groot 1 725 vierkante meter, gehou kragtens Akte van Transport T52192/1993. Die eiendom is ook beter bekend as Blackwoodstraat 35, Hectorspruit.

Plek van verkoping: Die verkoping sal plaasvind voor die hoofingang van die Landdroskantoor te Barberton.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg waartoe verskaf word nie: 'n Woonhuis, bestaande uit ingangsportaal, sitkamer, gesinskamer, eetkamer, studeerkamer, kombuis, slaapkamer, badkamer met toilet, toilet, aantrekkamer, wassery, twee gastekamers en twee badkamers met toilette. Buitegeboue synde twee motorhuise, bediendekamer en buitetoilet.

Zonering: Residensieel.

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

Gedateer te Pretoria op hierdie 10de dag van Oktober 1996.

Mnr. G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. VD Burg/avdp/E.2363/B1.)

Case No. 5945/96
PH 482

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff/Execution Creditor, and MAKAMO, DAVID KWAZAMULA, First Defendant/Execution Debtor, and NKALA, MAY, Second Defendant/Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), a sale without reserve will be held at the offices of the Sheriff of the Supreme Court for the District of Westonaria, at 50 Edwards Avenue, Westonaria, on Friday, 15 November 1996 at 10:00, of the undermentioned property of the Defendants on and subject to the conditions, to be inspected at the offices of the said Sheriff:

The property is Erf 317, Lawley Extension 1 Township, Registration Division IQ, Gauteng, measuring 381 square metres, and held under Deed of Transfer T19725/1995, situated at 317 Barracuda Avenue, Lawley Extension 1.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Lounge, kitchen, two bedrooms, bathroom and w.c.

Terms: 10% (ten per centum) of the purchase price in cash on the day of 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 (14) days from the date of sale.

Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R7 000 (seven thousand rand) and a minimum fee of R260 (two hundred and sixty rand).

Dated at Johannesburg on this 14th day of October 1996.

Max Cohen, Plaintiff's Attorneys, First Floor, The Chambers, corner of Sixth Street and Louis Botha Avenue, Orange Grove, 2192, Johannesburg; P.O. Box 4184, Johannesburg, 2000. DX 257, Jhb. (Tel. 728-7500.) (Fax. 728-2147.) (Ref. Mr Max Cohen/Clinton Lewis/F617.)

Case No. 5942/96
PH 482

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff/Execution Creditor,
and MOTSOENENG, MURIEL, 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 at the offices of the Sheriff of the Supreme Court for the District of Westonaria, 50 Edwards Avenue, Westonaria, on Friday, 15 November 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 423, Lawley Extension 1 Township, Registration Division IQ, Gauteng, measuring 451 square metres, and held under Deed of Transfer T33327/1995, situated at 423 Barracuda Way, Lawley Extension 1.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Lounge, dining-room, pantry, three bedrooms, bathroom and shower.

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

Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R7 000 (seven thousand rand) and a minimum fee of R260 (two hundred and sixty rand).

Dated at Johannesburg on this 14th day of October 1996.

Max Cohen, Plaintiff's Attorneys, First Floor, The Chambers, corner of Sixth Street and Louis Botha Avenue, Orange Grove, 2192, Johannesburg; P.O. Box 4184, Johannesburg, 2000. DX 257, JHB. (Tel. 728-7500; Fax. 728-2147.) (Ref. Mr Max Cohen/Clinton Lewis/F614.)

Case No. 6908/96
PH 482

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff/Execution Creditor, and
MOFOKENG, NTSONYANA SAMUEL, First Defendant/Execution Debtor, and MOFOKENG, SEIPATI JULIA, Second
Defendant/Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), a sale without reserve will be held at the offices of the Sheriff of the Supreme Court for the District of Westonaria, 50 Edwards Avenue, Westonaria, on Friday, 15 November 1996 at 10:00, of the undermentioned property of the Defendants on and subject to the conditions, to be inspected at the offices of the said Sheriff:

The property is:

Erf 914, Lawley Extension 1 Township, Registration Division IQ, Gauteng, measuring 406 square metres, and held under Deed of Transfer T23869/1995, situated at 914 Triggerfish Street, Lawley Extension 1.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Lounge, kitchen, two bedrooms, bathroom and water closet.

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

Auctioneers charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R7 000 (seven thousand rand) and a minimum fee of R260 (two hundred and sixty rand).

Dated at Johannesburg on this 14th day of October 1996.

Max Cohen, Plaintiff's Attorneys, First Floor, The Chambers, corner of Sixth Street and Louis Botha Avenue, Orange Grove, 2192, Johannesburg; P.O. Box 4184, Johannesburg, 2000. DX 257, JHB. (Tel. 728-7500; Fax. 728-2147.) (Ref. Mr Max Cohen/Clinton Lewis/F628.)

Case No. 6352/96
PH 482

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff/Execution Creditor, and
NXUMALO, RICHARD, 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 at the offices of the Sheriff of the Supreme Court for the District of Westonaria, 50 Edwards Avenue, Westonaria, on Friday, 15 November 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:

Erf 168, Lawley Extension 1 Township, Registration Division IQ, Gauteng, measuring 406 square metres, and held under Deed of Transfer T20342/1995, situated at 168 Eel Place, Lawley Extension 1.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Lounge, kitchen, two bedrooms, bathroom and water closet.

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

Auctioneers charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R7 000 (seven thousand rand) and a minimum fee of R260 (two hundred and sixty rand).

Dated at Johannesburg on this 14th day of October 1996.

Max Cohen, Plaintiff's Attorneys, First Floor, The Chambers, corner of Sixth Street and Louis Botha Avenue, Orange Grove, 2192, Johannesburg; P.O. Box 4184, Johannesburg, 2000. DX 257, JHB. (Tel. 728-7500; Fax. 728-2147.) (Ref. Mr Max Cohen/Clinton Lewis/F625.)

Saak No. 7495/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP
In die saak tussen STADSRAAD VAN KLERKSDORP, Eiser, en U. J. BHOOLA, Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore te Leaskstraat 23, Klerksdorp, in eksekusie verkoop op 15 November 1996 at 10:00:

Erf 303, geleë in die dorpsgebied Manzilpark, Registrasieafdeling IP, Transvaal, bekend as Shirazstraat 16, Manzilpark, groot 412 (vierhonderd-en-twaalf) vierkante meter, gehou kragtens Akte van Transport T49716/88.

Bestaande uit sitkamer, eetkamer, drie slaapkamers, badkamer met toilet, kombuis en stoorkamer met buitetoilet.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Leaskstraat 23, Klerksdorp, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% (tien persent) van die koopprijs onmiddellik in kontant betaalbaar is.
2. Die balans koopprijs met rente daarop teen 15,5% (vyftien komma vyf persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg.
3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 2de dag van Oktober 1996.

D. J. Lindemann, vir Erasmus Jooste, Joostegebou, Siddlestraat 49, Klerksdorp. [Tel. (018) 464-1321.] (Verw. mev. Venter.)

Saak No. 1138/96

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE POTGIETERSRUS

In die saak tussen ABSA BANK BEPERK (ALLIED BANK DIVISIE), Eiser, en DANIEL PETRUS ENGELBRECHT, Eerste Verweerder, en KAREN ESMÉ ENGELBRECHT, Tweede Verweerder

Ter uitvoerlegging van 'n vonnis wat die Landdroshof Potgietersrus toegestaan het op 3 Julie 1996 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 8 November 1996 om 10:00, by die Landdroskantoor, geleë te die hoek van Hooge- en Retiefstraat, Potgietersrus, aan die hoogste bieder, naamlik:

Gedeelte 1 van Erf 98, geleë in die dorp Piet Potgietersrus, Registrasieafdeling KS, Noordelike Provinsie, groot 1 487 (een vier agt sewe) vierkante meter, gehou kragtens Transportakte T21685/95.

Die eiendom kan omskryf word soos volg: Woonhuis geleë te Krugerstraat 90, Potgietersrus, gebou van steen onder teëldak en bestaande uit: Sitkamer, eetkamer, kombuis, opwaskamer, vier slaapkamers, twee badkamers, toilet, twee afdakke van ystertyp onder sink, toegeruste boorgat, omhein met betonpanele en bediendekamer met spoellatrine.

Terme: 10% (tien persent) van die koopprijs in kontant betaalbaar ten tye van verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Voortrekkerweg 5, Potgietersrus, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Aldus gedoen en geteken te Potgietersrus op die 9de dag van Oktober 1996.

J. F. Winnertz, vir Borman Snyman & Barnard Ing., Prokureur vir Eiser, Rentmeestergebou, Voortrekkerweg 63, Posbus 42, Potgietersrus, 0600. (Verw. EA.0027/mnr. Winnertz/JW.)

Saak No. 480/96

IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen BARGAIN TILES (EDMS.) BEPERK, Eksekusieskuldeiser, en JURIE DU PREEZ, handeldrywende as JURIES PLUMBING, Eksekusieskuldenaar

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde Hof, op 27 Februarie 1996, sal die onderstaande eiendom geregtelik verkoop word te Landdroskantoor, Nelspruit, op 22 November 1996 om 10:00, of so spoedig moontlik daarna, naamlik:

Gedeelte 7 van die plaas Eerstegeluk 243, Registrasieafdeling JU, Mpumalanga, groot 21,8318 hektaar, onderworpe aan die voorwaardes vermeld in die titelakte van voormelde eiendom kragtens Akte van Transport T68165/94.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshofwet en reëls aan die hoogste bieder verkoop word.

Die koopprijs is as volg betaalbaar, synde:

1. 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju van die Landdroshof en/of die afslaer.

2. Die balans plus rente by wyse van 'n bank- of bougenootskapwaarborg betaalbaar ten registrasie van die eiendom in die naam van die koper en waarvoor waarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoping.

Die verkoping geskied voetstoots en die voorwaardes van verkoping sal gedurende kantoorure by die afslaeers en/of die Balju van die Landdroshof, Nelspruit, ter insae.

Geteken te Nelspruit op hede hierdie 3de dag van Oktober 1996.

Z. Schofield, vir Du Toit-Smuts Prokureurs, Du Toit-Smutsgebou, Andersonstraat 21B, Nelspruit. (Ref. ZK/EK/LPU1/B1/96.)

Case No. 60/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and MILLS DPA, Defendant

In pursuance of a judgment in the Court for the Magistrate of Nigel and warrant of execution dated 25 September 1996, the property listed hereunder will be sold in execution on Friday, 22 November 1996 at 09:00, in front of the Magistrate's Court, 69 Church Street, Nigel, to the highest bidder:

Certain Erf 690, Alrapark, in the Township of Nigel, measuring 272 square metres, Title Deed T13921/94.

The following improvements are reported to be on the property, but nothing is guaranteed: Brick house with zinc roof, kitchen, bedroom and bathroom/toilet.

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

Dated at Nigel on this the 1st day of October 1996.

J. J. van Huyssteen, for Lockett Etsebeth Liebenberg & Van Huyssteen, Plesam Building, Second Avenue, Nigel. (Ref. J. J. van Huyssteen/mm/N1243.)

Saak No. 657/95

IN DIE LANDDROSHOF VIR DIE DISTRIK LYDENBURG GEHOU TE LYDENBURG

In die saak tussen D. J. NEL, Eiser, en S. D. VAN STADEN, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Lydenburg, gedateer en lasbrief vir eksekusie, sal die onderstaande eiendom geregtelik verkoop word voor die Landdroskantoor, Voortrekkerstraat, Lydenburg, op 13 November 1996 om 09:00, naamlik:

Erf 807, geleë in die dorpsgebied Lydenburg, Registrasieafdeling JT, provinsie Mpumalanga, onderworpe aan die voorwaardes in die akte vermeld.

Verbeterings: Woonhuis met buitegeboue (genoemde verbeterings word nie gewaarborg nie).

Voorwaardes van verkoping: Die koper moet 10% (tien persent) van die koopsom in kontant op die dag van die verkoping aan die Balju betaal, tesame met die Balju se afslaskommissie teen 4% (vier persent). Die balans plus rente moet verseker word deur 'n bank- of bougenootskapwaarborg betaalbaar teen registrasie van transport en wat binne 14 (veertien) dae na datum van die verkoping gelewer moet word. Die eiendom word voetstoots verkoop vir die hoogste bod onderhewig aan die bepalinge van artikel 66 van die Landdroshofwet. Die verkoping geskied volgens die verkoopvoorwaardes wat ter insae lê gedurende kantoorure by die kantoor van die Balju te Voortrekkerstraat 26, Lydenburg, en te die kantoor van die Eiser se prokureur.

Geteken te Lydenburg op hierdie 4de dag van Oktober 1996.

D. van Wyk, vir Kuit, Van Wyk Ingelyf, Kantoorstraat 57 (Posbus 21 en 25), Lydenburg. [Tel. (01323) 2101/2/3.] (Verw. Mnr. Van Wyk.)

Saak No. 11784/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en JOSEPH GORDON HEATH, Eerste Verweerder, en LILLIAN FLORENCE HEATH, Tweede Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom deur die Balju vir die Landdroshof by die perseel, Buxtonlaan 52, Stilfontein, in eksekusie verkoop op 15 November 1996 om 10:00:

Erf 554, geleë in die dorpsgebied Stilfontein-uitbreiding 1, Registrasieafdeling IP, Transvaal-Noordwes, groot 833 (agthonderd drie-en-dertig) vierkante meter, gehou kragtens Akte van Transport T68349/94.

Sitkamer, eetkamer, drie slaapkamers, badkamer, toilet, kombuis met spens, motorhuis en bedienekamer.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Kamer 413, Ou Sanlamgebou, Kerkstraat, Klerksdorp, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 20% (twintig persent) van die koopprijs onmiddellik in kontant betaalbaar is.
2. Die balans koopprijs met rente daarop teen 20,85% (twintig komma agt vyf persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg.
3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 27ste dag van September 1996.

D. J. Lindemann, vir Erasmus Jooste, Eiser se Prokureurs, Joostegebou, Siddlestraat 49 (Privaatsak X5041), Klerksdorp. [Tel. (018) 464-1321.] (Verw. mnr. Lindemann/mev. Mulder.)

Case No. 1256/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and ROSKRUGE B. H., Defendant

In pursuance of a judgment in the Court for the Magistrate of Nigel and a warrant of execution dated 25 September 1996, the property listed hereunder will be sold in execution on Friday, 22 November 1996 at 09:00, in front of the Magistrate's Court, 69 Church Street, Nigel, to the highest bidder:

Certain Erf 918, Portion 19, Alrapark, in the Township of Nigel, measuring 287 square metres, Title Deed T4881/91.

The following improvements are reported to be on the property, but nothing is guaranteed: Brick house with zinc roof, kitchen, bedroom, bathroom and toilet.

Conditions of sale:

The purchase price will be payable as to a deposit in cash of 10% (ten per cent) on 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, Nigel. A substantial building society loan can be raised for an approved purchaser with prior approval.

Dated at Nigel on this 1st day of October 1996.

J. J. van Huyssteen, for Lockett Etsebeth Liebenberg & Van Huyssteen, Plesam Building, Second Avenue, Nigel. (Ref. J. J. van Huyssteen/mm/N1333.)

Saak No. 939/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK (Reg. No. 05/01225/06), Eiser, en CATHARINA MAGDALENA MARTHA DELPORT, Verweerder

Kragtens vonnis van die bogemelde Landdroshof gedateer 30 Julie 1996 en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendom in eksekusie deur die Balju, Landdroshof, Meyerton, Lochstraat 51, Meyerton, om 10:00 op 14 November 1996, aan die hoogste bieder verkoop:

Hoewe 74, Glen Donald-landbouhoewes, geleë te Charlesweg 74, Glen Donald.

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

Die volgende inligting word onder die aandag van die voornemende koper gebring, maar niks word gewaarborg nie: Sitkamer, eetkamer, TV-kamer, drie slaapkamers, dubbelgeriewe, studeerkamer, drie motorhuise, twee boorgate, vier varkhokke, teëldak en draadomheining.

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

Geteken te Meyerton op hierdie 2de dag van Oktober 1996.

McLoughlin Porter, Mitchellstraat 9, Meyerton. (Verw. S. Allison/E310.)

Saak No. 663/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen SAAMBOU BANK, Eiser, en FRANCINA JOHANNA MEYER, Verweerder

Kragtens vonnis van die bogemelde Landdroshof gedateer 29 Julie 1996 en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendom in eksekusie deur die Balju, Landdroshof, Meyerton, Lochstraat 51, Meyerton, om 10:00 op 14 November 1996, aan die hoogste bieder verkoop:

Hoewe 39, Glen Donald-landbouhoewes, geleë te Plot 39, Glen Donald.

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

Die volgende inligting word onder die aandag van die voornemende koper gebring, maar niks word gewaarborg nie: Sitkamer, eetkamer, vyf slaapkamers, dubbelgeriewe, TV-kamer, swembad, teëldak, betonomheining, groot stoor, afdak, drie motorhuise, grasdaklapa en tweeslaapkamerwoonstel.

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

Geteken te Meyerton op hierdie 2de dag van Oktober 1996.

McLoughlin Porter, Mitchellstraat 9, Meyerton. (Verw. S. Allison/B439.)

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK (Reg. No. 05/01225/06), Eiser, en NOEL ALLEN PRETORIUS, Verweerder

Kragtens vonnis van die bogemelde Landdroshof gedateer 5 Augustus 1996 en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendom in eksekusie deur die Balju Landdroshof, Vereeniging, te Beaconsfieldlaan 41A, op 13 November 1996 om 10:00, aan die hoogste bieder verkoop:

Hoewe 155, Walkers Fruit Farms.

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

Die volgende inligting word onder die aandag van die voornemende koper gebring, maar niks word gewaarborg nie: Drieslaapkamerplattendakwoning, drie badkamers en toilette, swembad, twee buitekamers en draadomheining, geleë te Cross-sstraat 155, Walker Fruit Farms.

Die volledige verkoopvoorwaardes sal bindend wees op die koper en kan gedurende kantoorure te die Balju, Landdroshof, Vereeniging, Beaconsfieldlaan 41A, Vereeniging, besigtig word.

Geteken te Meyerton op hierdie 2de dag van Oktober 1996.

McLoughlin Porter, Lochstraat 15D, Meyerton. (Verw. S. Allison/E305.)

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen NBS BANK BPK. (Reg. No. 87/01384/06), Eiser, en JACOBUS JANSE VAN RENSBURG, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 10 Mei 1996, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 15 November 1996 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Eiendom: Erf 338, Vanderbijlpark South East 3-dorpsgebied, Registrasieafdeling IQ, Transvaal (Gauteng), groot 1 049 vierkante meter, ook bekend as Maplesingel 23, Vanderbijlpark.

Verbeterings: Sitkamer, eetkamer, kombuis, opwaskamer, TV-kamer, vier slaapkamers, twee badkamers, stort en twee toilette. *Buitegeboue:* Twee motorhuise, plaveisel en betonomheining.

Verkoopvoorwaardes:

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

2. Die koopprijs sal betaalbaar wees as volg:

(a) 10% (tien persent) van die koopprijs in kontant op die dag van verkoping.

(b) Die balans is betaalbaar in kontant binne 21 (een-en-twintig) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word binne 21 (een-en-twintig) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Vanderbijlpark, betaalbaar moet wees teen registrasie van transport van die eiendom in die naam van die koper.

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

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

Gedateer te Vanderbijlpark op 1 Oktober 1996.

Pienaar, Swart & Nkaiseng, Tweede Verdieping, Ekspagebou, Attie Fouriestraat, Vanderbijlpark; Privaatsak X041, Vanderbijlpark, 1900. [Tel. (016) 81-4651/2/3.] (Verw. IP/I50202.)

Case No. 60549/95

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

In the matter between ATLAS MEATS (PTY) LIMITED, Plaintiff, and PUKKIES VLEISMARK, First Defendant, and J. P. KRUGER, Second Defendant

In pursuance of a judgment granted on 16 October 1995, 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 8 November 1996 at 11:00, in front of the Magistrate's Court, Van Staden Street, Rustenburg, to the highest bidder:

Description: Portion 3 of Erf 611, Rustenburg Township, Registration Division JQ, North West Province, in extent 1 139 (one thousand one hundred and thirty-nine) square metres.

Street address: 12 Kerk Street, Rustenburg.

Improvements: A one storey main house with iron roof, consisting of entrance hall, three bedrooms, lounge, dining-room, family room, kitchen, bathroom, toilet, garage, servants' quarters and bathroom, plus a garden cottage consisting of kitchen, bathroom and bedroom.

Nothing is guaranteed in this regard.

Held by the Defendants under Deed of Transfer T6166/1990.

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, 16 Smits Avenue, Rustenburg.

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

G. Pritchard, for Routledges, Plaintiff's Attorneys, 16th Floor, Volkskas Centre, 230 Van der Walt Street (P.O. Box 2103), Pretoria. (Tel. 320-6868.) (Telefax. 320-6892.) (Ref. I92566/V. Crystal/GJN/lb.)

Saak No. 815/96

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

In die saak tussen EERSTE NASIONALE BANK VAN SA BEPERK, Eiser, en JOHAN LA COCK NEL, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 30 April 1996, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 12 November 1996 om 10:00:

Gedeelte 21 van Erf 2071, geleë in die dorpsgebied Villieria, Registrasieafdeling JR, Gauteng, grootte 991 vierkante meter, gehou kragtens Akte van Transport T23272/1988 (die eiendom is ook beter bekend as 33ste Laan 438, Villieria).

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

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

Sonering: Residensieel.

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

Gedateer te Pretoria op hierdie 4de dag van Oktober 1996.

G. Van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. VD Burg/avdp/F.7596/B1.)

Case No. 10206/94

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

In the matter between ABSA BANK LIMITED, Plaintiff, and NORMAN MODISE SEMONO, 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 Magistrate's Court, Soshanguve, on 14 November 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:

Erf 1352, situated in the Township Soshanguve-BB, Registration Division JR, Transvaal, situated at Site 1352, Block BB, Soshanguve, measuring 450 (four hundred and fifty) square metres.

Improvements (not guaranteed): Lounge, dining-room, kitchen, three bedrooms and bathroom (bath/w.c.)

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

The auctioneer's charges are payable on the day of the sale and will be calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 and thereafter 3% (three per cent) to a maximum fee of R6 000 and a minimum of R100.

Dated at Pretoria on this 3rd day of October 1996.

G. G. Makhathini, for Matlala Incorporated, Eighth Floor, Standard General Building, 215 Proes Street, P.O. Box 3217, Pretoria. (Docex. 70.) (Tel. 326-8923/4/5.) (Fax. 323-7431.) (Ref. GGM/CR/G6591.)

Case No. 16153/96

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

In the matter between UNIBANK LIMITED, Plaintiff, and JOHANNES FREDERICK ELOFF, First Defendant, and JEANNE MARIE ELOFF, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held by the Sheriff of Pretoria Central, on 12 November 1996 at 10:00, at the NG Sinodale Sentrum, 234 Visagie Street, Pretoria, of the undermentioned property of the Defendants, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Portion 27 of Erf 1015, Arcadia, Registration Division JR, in the Province of Gauteng, known as 451 Belvedere Street, Arcadia, Pretoria, held under Deed of Transfer T59923/95, measuring 500 (five hundred) square metres.

The following information is furnished, though in this regard nothing is guaranteed: A dwelling consisting of lounge, dining-room, kitchen, pantry, two bedrooms and bathroom/w.c. Outbuildings consisting of separate garage and servant's room/w.c.

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

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria Central.

Dated at Pretoria this 8th day of October 1996.

Savage Jooste & Adams Inc., Plaintiff's Attorneys, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Kartoudes/mvr/61218.)

Case No. 27922/92
PH 104

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

In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and MXASA, LORAM, 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 14 November 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Site 1411, situated in the Township of Klipspruit Extension 4, Registration Division IQ, Transvaal, being 1411 Flamingo Circle, Klipspruit Extension 4, Johannesburg, measuring 150 (one hundred and fifty) square metres.

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

Dated at Johannesburg this 20th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdm/M426.)

Case No. 3947/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and SAMSON MAZIBUKO, First Defendant, and MAGDELINE MALESHWANE MAZIBUKO, Second Defendant

Pursuant to a judgment granted by the above Honourable Court dated 11 June 1996, and a warrant of execution, the undermentioned property will be sold in execution on Friday, 8 November 1996 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 14554, kwaThema Extension 2 Township, Registration Division IR, Gauteng, known as Stand 14554, kwaThema Extension 2, measuring 308 (three hundred and eight) square metres, held under Certificate of Registered grant of Leasehold TK39408/1990.

Improvements: Brick building under tiled roof consisting of a lounge, kitchen, bathroom, toilet and two bedrooms.

Terms and conditions:

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

2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff of the Magistrate's Court 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 20th day of September 1996.

A. V. de Swardt, Hammerschlag Gishen Stoloff De Swardt Inc., Plaintiff's Attorneys, Sixth Floor, Standard Bank Arcade, corner of Third Avenue and Fourth Street, P.O. Box 184, Springs. [Tel. (011) 812-2400.] (Ref. Mr De Swardt/A00400.)

Case No. 14318/96
PH 104

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and SIBANYONI, MFELASAKHE DANIEL, First Execution Debtor, and SIBANYONI, NOPASIKA PRISCILLA, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 14 November 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 1016, Rhodesfield Extension 1 Township, Registration Division IR, Gauteng, being 15 Household Road, Rhodesfield Extension 1, Kempton Park, measuring 892 (eight hundred and ninety-two) square metres.

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

Dated at Johannesburg on this 27th day of September 1996.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/S894.)

Saak No. 2040/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eksekusieskuldeiser, en V. P. MOYO, Eerste Eksekusieskuldenaar, en N. J. MOYO, Tweede Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 25 April 1996 toegestaan is, op 8 November 1996 om 10:00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Gedeelte 11 ('n gedeelte van Gedeelte 3) van Erf 494, Schoongesicht, Witbank, Registrasieafdeling JS, Transvaal, groot 432 (vier drie twee) vierkante meter, gehou kragtens Akte van Transport T65044/1993.

Straatadres: Gedeelte 11 ('n gedeelte van Gedeelte 3) van Erf 494, Aprilstraat, Schoongesicht.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 30ste dag van September 1996.

Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smutspark, hoek van Smutslaan en Northeystraat (Posbus 727), Witbank.

Saak No. 3326/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eksekusieskuldeiser, en P. H. MASHIFANE, Eerste Eksekusieskuldenaar, en M. M. MASHIFANE, Tweede Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 1 Julie 1996 toegestaan is, op 8 November 1996 om 10:00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 6, geleë in die dorpsgebied kwaGuqa-uitbreiding 2, Witbank, Registrasieafdeling JS, Transvaal, groot 660 (ses ses nul) vierkante meter, gehou kragtens Akte van Transport T76532/95.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 30ste dag van September 1996.

Harvey Nortje Ingelyf, Prokureurs vir die Eiser, Smutspark, hoek van Smutslaan en Northeystraat (Posbus 727), Witbank.

Saak No. 58896/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA BANK BEPERK, handeldrywend as ALLIED BANK, Eiser, en APPIES, CAROLUS NICOLAAS, ID 5902175147018, Eerste Verweerder, en APPIES, LISSIA, ID 5606210220017, Tweede Verweerder

'n Openbare veiling sonder reserweprijs word gehou te NG Sinodale Sentrum, Visagiestraat 234, Pretoria, op 12 November 1996 om 10:00, van:

Erf 461, geleë in die dorpsgebied Nellmapius, Registrasieafdeling JR, Transvaal, groot 220 (tweehonderd-en-twintig) vierkante meter, gehou kragtens Akte van Transport T75066/94.

Straatadres: Corlydialweg 576, Nellmapius, Pretoria.

Verbeterings: Sitkamer, kombuis, twee slaapkamers en badkamer.

Konstruksie: Vloer: Grano. Mure: Baksteen. Plafon: Herculite. Dak: Teëls. Die omvang in verbeterings word nie gewaarborg nie.

Verkoopvoorwaardes lê ter insae by Balju, Noordoos, te Pretoriusstraat 1210, Hatfield, Pretoria.

E. J. J. Geyser, vir Rooth & Wessels, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A2624.)

Saak No. 2159/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

**In die saak tussen ABSA BANK BEPERK, handeldrywend as TRUSTBANK, Eiser, en
PIETER HERMANUS CORNELIUS WOLVAARDT, Verweerder**

Ter uitwinning van 'n vonnis en 'n lasbrief vir eksekusie uitgereik en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde eiendom op 12 November 1996 om 10:00, te Brandspruitstraat 3, Secunda, die ondervermelde perseel deur Vos Viljoen & Becker Afslaers BK, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 316, Secunda, Registrasieafdeling IS, Mpumalanga, groot 804 (agthonderd-en-vier) vierkante meter, bekend as Brandspruitstraat 3, Secunda.

Belangrike voorwaardes van verkoping: 10% (tien persent) deposito van die totale koopprijs plus 5% (vyf persent) op die eerste R30 000 (dertigduisend rand) plus 3% (drie persent) op die balans van die koopprijs, met 'n maksimum van R7 000 (seweduisend rand) van die eiendom, afslaerskoste in kontant of by wyse van 'n bankgewaarborgde tjek, by die toestaan van die bod en die balans koopprijs binne 30 (dertig) dae na datum van verkoping. 14% (veertien persent) BTW is betaalbaar op afslaerskommissie.

Die volgende verbeterings word beweer maar nie gewaarborg nie: Kombuis, sitkamer, eetkamer, twee badkamers, drie slaapkamers en motorhuis. Buitekamer met toilet, muurromheining en teëldak.

Alle verkoopvoorwaardes wat deur Vos Viljoen & Becker Afslaers BK, net voor die verkoping uitgelees word, is in hul kantoor te SA Permgebou, Eerste Verdieping, Secunda, asook die Baljukantore, Cornellstraat 21, Evander, gedurende normale kantoorure ter insae beskikbaar.

Gedateer te Secunda op hede hierdie 9de dag van Oktober 1996.

Vos Viljoen & Becker, Eerste Vloer, SA Permgebou, Secunda; Posbus 1750, Secunda. [Tel. (017) 631-2550.]

Saak No. 959/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WOLMARANSSTAD GEHOU TE WOLMARANSSTAD

In die saak tussen PAND VIR 'N RAND, Eiser, en E. SAUER, Verweerder

Ingevolge uitspraak van die Landdros van Wolmaransstad en lasbrief vir eksekusie teen goed met datum 7 Desember 1995, sal die ondervermelde eiendom op 8 November 1996 om 10:00, te kantore van die Landdroskantoor, Wolmaransstad, aan die hoogste bieder verkoop word, naamlik:

Erf 556, groot 2 855 (tweeduisend agthonderd vyf-en-vyftig) vierkante meter, geleë te Vredestraat 36, Wolmaransstad, onderhewig aan die volgende voorwaardes:

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

2. Die koopprijs sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken tot datum van registrasie van Transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees: Woonhuis bestaande uit drie slaapkamers, eetkamer, sitkamer, kombuis, badkamer, sonkamer, enkel garage en bediendekamer.

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

Gedateer te Wolmaransstad op hierdie 4de dag van Oktober 1996.

Coetzee & Van der Merwe, Krugerstraat 30A, Posbus 12, Wolmaransstad, 2630. [Tel. (01811) 2-1056/7.] [Faks (01811) 2-1056.] (Verw. mnr. Venter/AVV.)

Saak No. 1061/95

IN DIE LANDDROSHOF VIR DIE DISTRIK LICHTENBURG GEHOU TE LICHTENBURG

In die saak tussen FOUCHE SLAGHUIS, Eiser, en EBEN EKSTEEN, Verweerder

As gevolg van 'n vonnis van die Landdroshof te Lichtenburg en 'n lasbrief van eksekusie gedateer 20 September 1996, sal die volgende eiendom in eksekusie verkoop word op 15 November 1996 om 12:00, te Twaalfde Laan 20, Lichtenburg:

Resterende Gedeelte van Erf 1890, geleë in die dorpsgebied Lichtenburg, Registrasieafdeling -IP, Noordwes provinsie, groot 1,2348 (een komma twee drie vier agt) hektaar, gehou kragtens Akte van Transport T35280/1994 deur Eben Hermanus Eksteen en Lina Eksteen.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word sonder voorbehoud aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalinge van die Landdroshofwet en reëls daarvolgens neergelê, asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Daar is geen verbetering op die eiendom nie.

3. Die koopprijs is betaalbaar soos volg: 10% (tien persent) van die koopprijs op die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bankwaarborg binne veertien (14) dae vanaf datum van koop.

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

Onderteken te Lichtenburg op hierdie 8ste dag van Oktober 1996.

J. T. L. Richards, Prokureur vir Verweerder, T. P. Taylor & Vennote, Olengebou, Buchananstraat 36 (Posbus 139), Lichtenburg.

Case No. 18134/96
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 MOTSHEPE, EDWARD, First Execution Debtor, and MOTSHEPE, JOHANNA, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office at 19 Pollock Street, Randfontein, on 15 November 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at 19 Pollock Street, Randfontein, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 7527 (previously Erf 207) situated in the Township of Mohlakeng Extension 1, Registration Division IQ, Transvaal, being 207 Mohlakeng Extension 1, measuring 242 (two hundred and forty-two) square metres.

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

Dated at Johannesburg this 27th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdr/M2009.)

Case No. 29604/95
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 MAKGETLA, BOIKANYO JOSEPH, First Execution Debtor, and MAKGETLA, EMILY, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort South/Dobsonville, on 15 November 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Dobsonville's Office, 10 Liebenberg Street, Roodepoort, prior to the sale:

All right title and interest in the leasehold in respect of Erf 686, situated in the Township of Dobsonville Gardens, Registration Division IQ, Transvaal, being 686 Dobsonville Gardens, Roodepoort, measuring 231 (two hundred and thirty-one) square metres.

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

Dated at Johannesburg this 27th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdr/M1352.)

Case No. 10724/96
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and MATTHEWS, KENWOOD
MELVILLE DARRYL, First Execution Debtor, and McCARROL, SHARON ANN, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 14 November 1996 at 10:00, of the under-mentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Portion 5 of Erf 1143, situated in the Township of Mulbarton Extension 4, Registration Division IR, Transvaal, being 9 Lanzerak Place, Mulbarton Extension 4, Johannesburg, measuring 318 (three hundred and eighteen) square metres.

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

Dated at Johannesburg on this 27th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiffs Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdm/M1180.)

Case No. 4809/96
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and MTSHENGU, GASA PHILLEMONT,
First Execution Debtor, and MTSHENGU, LETTIE, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 15 November 1996 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56 12th Street, Springs, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 13225, situated in the Township of kwaThema Extension 2, Registration Division IR, Transvaal, being 13225 kwaThema Extension 2, Springs, 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, two bedrooms and bathroom/w.c.

Dated at Johannesburg this 27th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdm/M1425.)

Case No. 9599/96
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and MUNSAMI, LESLEY,
First Execution Debtor, and MUNSAMI, INDHRANI, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 15 November 1996 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56 12th Street, Springs, prior to the sale:

Certain Erf 718, situated in the Township of Bakerton Extension 4, Registration Division IR, Transvaal, being 35 Savanna Road, Bakerton Extension 4, Springs, measuring 840 (eight 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, three bedrooms, two bathrooms/w.c./shower and dressing-room with outbuildings with similar construction comprising of double garage.

Dated at Johannesburg this 27th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdm/M1675.)

Case No. 2244/96
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and MOLELI, MANASSETH MOOANA, First Execution Debtor, and MOLELI, MASETHABELA MAGDALINE, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 14 November 1996 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of Attorneys De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 112, situated in the Township of De Deur Estates Limited, Registration Division IQ, Gauteng, being 112 West Road, De Deur Estates Limited, Vereeniging, measuring 3,9654 (three comma nine six five 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, three bedrooms, two bathrooms/w.c., entrance hall, family room with outbuildings with similar construction comprising of garage, servant's room, outside bathroom/w.c., store-room and swimming-pool.

Dated at Johannesburg this 27th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdr/M1442.)

Case No. 14934/96
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and MADIBE, BOY JACOB, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 15 November 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 Leeuwpoot Street, Boksburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 13970, situated in the Township of Vosloorus Extension 10, Registration Division IR, Transvaal, being 13970 Intengu Street, Vosloorus, measuring 286 (two hundred and eighty-six) square metres.

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

Dated at Johannesburg this 27th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdr/M986.)

Saak No. 6926/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eksekusieskuldeiser, en BENJAMIN MANDLA MNGUNI, Eerste Eksekusieskuldenaar, en ALICE QUEEN MNGUNI, Tweede Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 3 Januarie 1996 toegestaan is, op 8 November 1996 om 10:00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 4090, geleë in die dorpsgebied kwaGuqa-uitbreiding 7, Witbank, Registrasieafdeling JS, Transvaal, groot 350 (driehonderd-en-vyftig) vierkante meter, gehou kragtens Akte van Transport TL25904/95.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum 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 belastinge, heffings, ensovoorts op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 26ste dag van September 1996.

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

Saak No. 10167/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

**In die saak tussen ABSA BANK BEPERK, Eiser, en LINEN NTLANTSANA, Eerste Verweerder, en
NOWANDILE NTLANTSANA, Tweede Verweerder**

Ingevolge uitspraak van die Landdros van Klerksdorp en lasbrief vir geregtelike verkoping met datum 13 Augustus 1996, sal die ondergemelde eiendom op 8 November 1996 om 10:00, by die kantoor van die Balju, Kerkstraat, Sanlamgebou, Kamer 413, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 2705, Khuma, Registrasieafdeling IP, Noordwes-provinsie, groot 340 (driehonderd-en-veertig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL87735/88.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Landdroshofwet, 1944, soos gewysig, onderhewig egter aan die goedkeuring van die Eerste Verbandhouer, ABSA Bank Beperk.

2. Die koopprys sal betaalbaar wees teen betaling van 'n bedrag van 10% (tien persent) van die koopprys in kontant, onmiddellik na afhandeling van die verkoop en die onbetaalde balans sal binne 21 (een-en-twintig) dae betaal word of gewaargborg word deur 'n goedgekeurde bankwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees: Woonhuis bestaande uit drie slaapkamers, sitkamer, badkamer met toilet en kombuis.

4. *Voorwaardes:* Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die bode van die Hof, te Stilfontein, nagesien word.

Geteken te Klerksdorp hierdie 26ste dag van September 1996.

D. J. Joubert, vir Meyer Van Sittert & Kropman, Prokureurs vir Eiser, SA Permanente Gebou, Boomstraat, Klerksdorp, 2570.

Saak No. 16326/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen ABSA BANK BEPERK (ALLIED BANK DIVISIE voorheen handeldrywende as
ALLIED BOUVERENIGING), Eiser, en FREEMAN, WILLIAM RICHARD, Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, op 12 November 1996 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduaafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere: Erf 1041, Brackendowns-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, provinsie van Gauteng, en ook bekend as Sabiestraat 56, Brackendowns-uitbreiding 1, Alberton, groot 1 240 (een twee vier nul) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaande uit die volgende: *Hoofgebou:* Ingangsportaal, sitkamer, eetkamer, familiekamer, studeerkamer, vier slaapkamers, badkamer/toilet/stort, twee kombuise, badkamer/toilet en aparte toilet/stort. *Buitegeboue:* Dubbelmotorhuis, waskamer, bediendekamer, swembad, toilet/stort en lapa/braai. *Konstruktueer:* Baksteen met teël.

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

Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R30 000 (dertigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R7 000 (sewe-duisend rand). Minimum fooie R260 (tweehonderd-en-sestig rand).

Gedateer te Johannesburg op hede die 3de dag van Oktober 1996.

J. N. J. Roets, vir Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinson-huis, hoek van Eloff- en Albertstraat, Johannesburg (Posbus 1588). (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8659E.)

Case No. 18288/96
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
KAKOLE, KATISO, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 15 November 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 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Erf 262, situated in the Township of Vosloorus Extension 5, Registration Division IR, Transvaal, being 262 Modumela Crescent, Vosloorus Extension 5, Boksburg, measuring 294 (two hundred and ninety-four) square metres.

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

Dated at Johannesburg this 2nd day of October 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/K457.)

Case No. 9293/96
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 TSHABALALA, BAFANA
WELLINGTON, First Execution Debtor, and TSHABALALA, XOLISILE GLORY, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, 14 November 1996 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of Attorneys De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 5795, situated in the Township of Ennerdale Extension 8, Registration Division IQ, Gauteng, being 5795 Pyrrhotite Street, Ennerdale Extension 8, Vereeniging, measuring 338 (three hundred and thirty-eight) square metres.

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

Dated at Johannesburg this 2nd day of October 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/T291.)

Case No. 51/91

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

In the matter between IN MORA FACTORS (PTY) LTD, Plaintiff, and KGALANE ROBERT MALATJI, Defendant

In pursuance of a judgment by the above Honourable Court on 26 April 1991 and a warrant of execution against the property described as right, title and interest in Kgalane Bar Lounge, Selwane Village, District of Namakgale, will be sold in front of the Magistrate's Offices at Namakgale by the Sheriff of Namakgale, on 21 November 1996 at 15:00, without reserve to the highest bidder:

Improvements (which are not warranted to be correct and not guaranteed): Consisting of two buildings: First building: Three rooms. Second building: Five rooms.

The material conditions of the sale are:

1. Unless arrangements are made with the Plaintiff before the sale, the purchaser shall pay 10% (ten per centum) of the purchase price or R500 (five hundred rand) whichever is the greater, in cash immediately after the sale and that balance, together with interest, is to be secured by a satisfactory bank or building society guarantee, to be furnished within 21 (twenty-one) days from date of sale.

2. The property will be sold voetstoots and subject to—

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

2.2 the conditions of the title deed;

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.

Dated at Pietersburg on this 1st day of October 1996.

P. J. Luyt, for Pratt Luyt & De Lange, Attorney for the Plaintiff, Legnum Park, 20 Market Street (P.O. Box 152), Pietersburg, 0700. [Tel.(0152) 295-9020.] (Ref: P J Luyt/SJ/PC6027.)

Case No. 16349/96

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

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and SOLOMON SOLI MONYEKI, First Defendant, and CATHERINE MATSHIDISO MONYEKI, Second Defendant

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, Soshanguve, on Thursday, 14 November 1996 at 11:00.

Full conditions of sale can be inspected at the Sheriff, Wonderboom, at Portion 83, De Onderstepoort, (north of Sasko Mills, old Warmbaths Road, Bon Accord), and will be read out prior the the sale taking place.

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

Property: Erf 848, Soshanguve-UU Township, Registration Division JR, Province of Gauteng, measuring 221 square metres, also known as 848 Soshanguve UU, Soshanguve.

Improvements: Dwelling: Family room, kitchen, three bedrooms, bathroom and toilet.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee In F45.)

**Case No. 1427/94
PH 104**

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

In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and SWARTS, JACOB JOHANNES JACOBUS, 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, Kempton Park, on 14 November 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 445, situated in the Township of Glenmarais, Registration Division IR, Transvaal; being 25 Otto Avenue, Glenmarais, Kempton Park, measuring 1 487 (one thousand four hundred and eighty-seven) square metres.

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

Dated at Johannesburg this 3rd day of October 1996.

B. W Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/S632.)

Case No. 18377/96
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and VAN HEERDEN, DENZIL RAYMOND, First Execution Debtor, and VAN HEERDEN, SHARIFA, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 22 November 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, Roodepoort, at 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 202, Georginia Township, Registration Division IQ, Gauteng, being 4 Du Toit Street, Georginia, Roodepoort, measuring 718 (seven hundred and eighteen) square metres.

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

Dated at Johannesburg this 3rd day of October 1996.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/VA405.)

Case No. 8289/96
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and LETSOKO, TSHOUTE PETER, First Execution Debtor, and LETSOKO, MANTJA EVELYN, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 14 November 1996 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of Attorneys De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 204, situated in the Township of Waldrif, Registration Division IQ, Gauteng, being 17 Zircon Avenue, Waldrif, Vereeniging, measuring 1 005 (one thousand and five) square metres.

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

Dated at Johannesburg this 3rd day of October 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/L402.)

Saak No. 1703/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en DAVID STEPHANUS VAN DER BERG, Verweerder

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) sal 'n verkoping sonder voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind te die kantore van De Klerk, Vermaak & Vennote Ingelyf, Overvaalgebou, Krugerlaan 28, Vereeniging, op 14 November 1996 om 10:00, naamlik:

Hoewe 62, geleë in die Buyscelia-landbouhoewes, Vereeniging, Registrasieafdeling IR, groot 2,1414 hektaar.

Die volgende inligting word verstrek maar in hierdie opsig word niks gewaarborg nie: Verbeterings bestaan uit 'n leikliphuis, sit/eetkamer, kombuis, toilet, badkamer, drie slaapkamers, twee bediendekamers met toilet, vier garages, twee kar afdakke, braaiplek, tennisbaan, lapa en visdam.

Terme: Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 14 (veertien) dae na die datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

Voorwaardes: Die verkoopvoorwaardes is ter insae in my kantoor te De Klerk, Vermaak & Vennote Ing., Overvaalgebou, Krugerlaan 28, Vereniging, gedurende kantoorure.

J. P. Smit, p.a. Naudes, Eiser se Prokureur, Trustfonteingebo, Posbus 153, Bloemfontein, 9300. (Verw. mnr. J. P. Smit.)

Case No. 8436/93

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
RAUTENBACH, PAUL GEORGE, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 19 November 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain Erf 21, situated in the Township of Roodebult, Registration Division IR, Gauteng, being 12 Firethorn Avenue, Roodebult, Germiston, measuring 709 (seven hundred and nine) square metres.

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

Dated at Johannesburg this 7th day of October 1996.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/R153.)

Case No. 14637/96

PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and ZITHA,
MSITSHWA MATHEW, First Execution Debtor, and ZITHA, RUANE ESTHER, Second Execution Debtor**

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

Certain Erf 4520, Protea Glen Extension 3 Township, Registration Division IQ, Gauteng, being 4520 Protea Glen Extension 3, Soweto, Johannesburg, measuring 336 (three hundred and thirty-six) square metres.

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

Dated at Johannesburg this 7th day of October 1996.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/Z90.)

Case No. 9508/96
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
OMAR, HAROUN RAFIQ, First Execution Debtor, and OMAR, PRINIDA, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Brakpan, on 15 November 1996 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain Erf 1944, Dalpark Extension 6 Township, Registration Division IR, Gauteng, being 7 Katdoring Street, Dalpark Extension 6, Brakpan, measuring 875 (eight hundred and seventy-five) square metres.

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

Dated at Johannesburg this 7th day of October 1996.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/O.107.)

Case No. 22727/95
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and LORD, ANTHONY JOHN,
First Execution Debtor, and LORD, TRACY-LEE HAZEL, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 14 November 1996 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the office of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 298, situated in the Township of Allen Grove Extension 2, Registration Division IR, Transvaal, being 9 Concordia Avenue, Allen Grove Extension 2, Kempton Park, measuring 992 (nine hundred and ninety-two) square metres.

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

Dated at Johannesburg this 7th day of October 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/L331.)

Case No. 16358/96
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and HENDRICKS,
SHANE JOHN, First Execution Debtor, and HENDRICKS, BARBARA INGRID, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk Vermaak & Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 21 November 1996 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of Attorneys De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 3778, Ennerdale Extension 5 Township, Registration Division IQ, Gauteng, being 16 Citrien Street, Ennerdale Extension 5, measuring 263 (two hundred and sixty-three) square metres.

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

Dated at Johannesburg this 4th day of October 1996.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/H.381)

Case No. 9289/96
PH 104

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and HEINE, MARKUS GUSTAV, First Execution Debtor, and HEINE, HERMION MAVIS, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk Vermaak & Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 21 November 1996 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of Attorneys De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 703, Three Rivers Extension 1 Township, Registration Division IQ, Gauteng, being 8 Berg Street, Three Rivers Extension 1, Vereeniging, measuring 1 115 (one thousand one hundred and fifteen) square metres.

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

Dated at Johannesburg this 4th day of October 1996.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/H330)

Case No. 3317/96
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 SEKHAOLELO, LESIBANA JAMES, First Execution Debtor, and SEKHAOLELO, MOSA LOVEL, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 19 November 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, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain Erf 10883, situated in the Township of Tokoza Extension 2, Registration Division IR, Gauteng, being 10883 Tokoza Extension 2, Alberton, measuring 362 (three hundred and sixty-two) square metres.

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

Dated at Johannesburg on this 4th day of October 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/S792.)

Case No. 11324/96
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 SANDHAM, BRIAN, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 19 November 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain Erf 1778, situated in the Township of Brackendowns Extension 2, Registration Division IR, Gauteng, being 75 Andries Road, Brackendowns Extension 2, Alberton, measuring 1 000 (one thousand) square metres.

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

Dated at Johannesburg this 4th day of October 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/S930.)

Case No. 9160/96

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

In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and VICTOR DLAMINI, First Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 26 August 1996 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 20 November 1996 at 10:00, at the office of the Sheriff, Johria Hof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain Erf 1109, Roodekop Township, situated on 42 Hartebeest Avenue, Roodekop, in the Township of Roodekop, District of Alberton, measuring 849 (eight hundred and forty-nine) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising lounge, dining-room, kitchen, four bedrooms, two bathrooms, shower, two w.c.'s and family room. *Outbuildings*: Double garage, shade carports, servant's room and w.c.

The conditions of sale:

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

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

Dated at Boksburg on this 4th day of October 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00555/Mrs Kok.)

Saak No. 17892/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen NBS BANK LIMITED, Eiser, en ROOI, MPATHI MARIA, 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 kantore van die Balju, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton, op Dinsdag, 12 November 1996 om 10:00, van die ondergemelde eiendom van die Verweerder wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Alberton, voor die verkoping ter insae sal lê:

Sekere Erf 255, Siluma View-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Mpathi Maria Rooi onder Akte van Transport TL3814/90, bekend as Erf 255, Siluma View, Katlehong, groot 255 vierkante meter.

Sonering: Residensiële.

Spesiale gebruiksvergunnings en voorwaardes: Geen.

Verbeterings: Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit kombuis, twee slaapkamers, badkamer en toilet. *Buitegeboue*: Omheining en hek.

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

Vendukoste betaalbaar op die dag van die verkoping sal soos volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R30 000 en daarna 3% (drie persent) tot 'n maksimum bedrag van R7 000. Minimum heffing R260.

Indien hierdie verkoping ter enige tyd na die eksekusieveiling om welke rede ookal nietig verklaar word en/of gekanselleer word, dan in sodanige geval sal die Balju en/of eksekusieskuldeiser en/of sy verteenwoordiger nie aanspreeklik wees vir enige verlies of skade voortspruitend uit sodanige nietigverklaring en/of kansellering nie.

Gedateer te Alberton op hede die 5de dag van Oktober 1996.

E. Ungerer, vir Klopper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton; Posbus 6, Alberton; p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N214/EU/PP.)

Saak No. 8956/96

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

**In die saak tussen NBS BANK LIMITED, Eiser, en COVANE, SIMIONE, Eerste Verweerder, en
COVANE, NOMBULELO MIRRIAM, Tweede Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton, op Dinsdag, 12 November 1996 om 10:00, van die ondergemelde eiendom van die Verweerders wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Alberton, voor die verkoping ter insae sal lê:

Sekere Erf 1287, Othandweni-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Simione Covane en Nombulelo Mirriam Covane onder Akte van Transport TL26766/1991, bekend as Erf 1287, Othandweni-uitbreiding 1, Tokoza, groot 286 vierkante meter.

Sonering: Residensieel.

Spesiale gebruiksvergunnings en voorwaardes: Geen.

Verbeterings: Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer en toilet. *Buitegeboue:* Geen.

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

Vendukoste betaalbaar op die dag van die verkoping sal soos volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R30 000 en daarna 3% (drie persent) tot 'n maksimum bedrag van R7 000. Minimum heffing R260.

Indien hierdie verkoping ter enige tyd na die eksekusieveling om welke rede ookal nietig verklaar word en/of gekanselleer word, dan in sodanige geval sal die Balju en/of eksekusieskuldeiser en/of sy verteenwoordiger nie aanspreeklik wees vir enige verlies of skade voortspruitend uit sodanige nietigverklaring en/of kansellering nie.

Gedateer te Alberton op hede die 5de dag van Oktober 1996.

E. Ungerer, vir Kloppe Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton; Posbus 6, Alberton; p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N3591/EU/PP.)

Saak No. 19996/96

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

**In die saak tussen NBS BANK LIMITED, Eiser, en MOKOENA, ORAM SEKAGANE, Eerste Verweerder, en
MOKOENA, ELISIWE REGINAH, Tweede Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton, op Dinsdag, 12 November 1996 om 10:00, van die ondergemelde eiendom van die Verweerders wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Alberton, voor die verkoping ter insae sal lê:

Sekere Erf 1267, Othandweni-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Oram Sekagane Mokoena en Nelisiwe Reginah Mokoena onder Akte van Transport TL38275/1991, bekend as Erf 1267, Othandweni-uitbreiding 1, Tokoza, groot 240 vierkante meter.

Sonering: Residensieel.

Spesiale gebruiksvergunnings en voorwaardes: Geen.

Verbeterings: Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer en stort. *Buitegeboue:* Geen.

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

Vendukoste betaalbaar op die dag van die verkoping sal soos volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R30 000 en daarna 3% (drie persent) tot 'n maksimum bedrag van R7 000. Minimum heffing R260.

Indien hierdie verkoping ter enige tyd na die eksekusieveling om welke rede ookal nietig verklaar word en/of gekanselleer word, dan in sodanige geval sal die Balju en/of eksekusieskuldeiser en/of sy verteenwoordiger nie aanspreeklik wees vir enige verlies of skade voortspruitend uit sodanige nietigverklaring en/of kansellering nie.

Gedateer te Alberton op hede die 5de dag van Oktober 1996.

E. Ungerer, vir Kloppe Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton; Posbus 6, Alberton; p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N231/EU/PP.)

Saak No. 54441/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eiser, en KLAASEN ANDRIES JOHANNES, ID. No. 5010155114089, Eerste Verweerder, en KLAASEN CHRISTINA HESTER, Tweede Verweerder

'n Openbare veiling sonder reserweprys word gehou te Kamer 603A, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 14 November 1996 om 10:00, van:

Erf 1983, geleë in die dorpsgebied Danville-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 595 (vyfhonderd vyf-en-negentig) vierkante meter, straatadres: Rouxstraat 185, Danville-uitbreiding 2, Pretoria.

Verbeterings: Sitkamer, familiekamer, eetkamer, kombuis, drie slaapkamers, badkamer met toilet. Vloer—matte, mure—baksteen, plafon—herculite en teëldak. *Buitegeboue*: Bediendekamer, motorhuis, toilet en algemene kamer.

Die omvang in verbeterings word nie gewaarborg nie.

Verkoopvoorwaardes lê ter insae by Balju, Pretoria-Wes, Olivettihuis 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

E. J. J. Geyser, vir Rooth & Wessels, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A2602.)

Case No. 9830/95

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and COUNTI AMA PROPERTIES CC, First Defendant, and FRANK MANIFOLD SMIT, Second Defendant

A sale will be held in front of the Magistrate's Court, Van Riebeeck Street, Belfast, without reserve, on 15 November 1996 at 10:00, of:

Portion 40 (a portion of Portion 2) of the farm Tweefontein 357, Registration Division JT, Transvaal, measuring 21,4133 (twenty-one comma four one three three) hectares, held by the First Defendant under Deed of Transfer T11719/1991.

For directions: Contact Mr Weimar, Sheriff, Belfast, Tel. (01325) 3-1155.

Improvements, although in this respect nothing is guaranteed: Dilapidated farm house, six chicken-runs.

Inspect conditions at the office of the Sheriff, Supreme Court, Belfast.

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 23rd Floor, SAAU Building, corner of Schoeman and Andries Streets, Pretoria. (Tel. 339-8311.) (Ref. R3/436226/ldw.)

Saak No. 5986/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en NEFTHALI JOBO SEPEAME, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 26 Augustus 1996 die onderstaande eiendom, te wete:

Erf 62200, Sebokeng-dorpsgebied, Eenheid 17, Registrasieafdeling IQ, Transvaal, groot 363 (driehonderd drie-en-sestig) vierkante meter, in eksekusie verkoop sal word op 15 November 1996 aan die hoogste bieder, by die Landdroshof, Vanderbijlpark, om 10:00.

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

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees soos volg:

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

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

Die volledige verkoopvoorwaardes lê ter insae by die Balju, Landdroshof, 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 2de dag van Oktober 1996.

Duren Prokureurs, Prokureurs vir Eiser, Impendogebou, Hertz Boulevard 12, Vanderbijlpark.

Saak No. 4674/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen NBS BANK LIMITED, Eiser, en FOURIE, LOUIS JOHANNES, 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 kantore van die Balju, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton, op Dinsdag, 12 November 1996 om 10:00, van die ondergemelde eiendom van die Verweerder wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Alberton, voor die verkoping ter insae sal lê:

Sekere Erf 282, Randhart-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Louis Johannes Fourie, onder Akte van Transport T9389/84, bekend as Selwyn Crescent 4, Randhart, Alberton, groot 991 vierkante meter.

Sonering: Residensiële.

Spesiale gebruiksvergunninge en voorwaardes: Geen.

Verbeterings: Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, eetkamer, kombuis, studeerkamer, drie slaapkamers, ingangsportaal, twee badkamers en twee toilette. *Buitegeboue:* Enkelmotorhuis, bediendekamer en toilet.

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

Vendukoste betaalbaar op die dag van die verkoping sal soos volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R30 000 en daarna 3% (drie persent) tot 'n maksimum bedrag van R7 000. Minimum heffing R260.

Indien hierdie verkoping ter enige tyd na die eksekusieveling om welke rede ook al nietig verklaar word en/of gekanselleer word, dan in sodanige geval sal die Balju en/of Eksekusieskuldeiser en/of sy verteenwoordiger nie aanspreeklik wees vir enige verlies of skade voortspruitend uit sodanige nietigverklaring en/of kansellering nie.

Gedateer te Alberton op hede die 8ste dag van Oktober 1996.

Mnr. E. Ungerer, vir Klopper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton; Posbus 6, Alberton; p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N3002/EU/PP.)

Case No. 7575/94

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

**In the matter between ABSA BANK LTD (UNITED BANK DIVISION), Plaintiff,
and ANTHONY EDWARD HOGG, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 10 November 1994, and a warrant of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 3 December 1996 at 10:00, at the property namely:

Certain Erf 280, MacKenzie Park Extension 1 Township, situated at 50 Kestrel Street, the Township of MacKenzie Park, District of Benoni, measuring 1 116 (one thousand one hundred and sixteen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising a lounge, family room, dining-room, kitchen, three bedrooms, bathroom, w.c., garage and an outside w.c.

The conditions of sale:

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court and/or at the offices of Michael James Organisation, 708 Pretoria Main Road, Wynberg.

Dated at Boksburg on this 9th day of October 1996.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Teixeira/U00304.)

Case No. 3556/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and MUDUVHADZI, PAULA, First Defendant,
and MUDUVHADZI, LAURETTA CHIMANGATSHO, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on 19 November 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 Sheriff, Alberton, prior to the sale:

Certain Erf 2661, Spruitview Township, situated at Erf 2661, Spruitview, Katlehong, Alberton, measuring 350 (three hundred and fifty) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Residence comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

Zoned: Residential.

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

Dated at Johannesburg on this 7th day of October 1996.

Hammond Pole & Dixon Inc., Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. N00413/Mrs Kok.)

Case No. 10109/96

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

**In the matter between NEDCOR BANK LTD (NEDBANK DIVISION), Plaintiff and HARRY ROBERT LIZEMORE,
First Defendant and DIANE LIZEMORE, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 26 June 1996, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 18 November 1996 at 10:00, at the Sheriff's Office, United Building, Third Floor, 177 President Street, Germiston, to the highest bidder:

Certain Erf 84, Estera Township, situated at 31 Stark Road, Estera, Germiston, measuring 838 (eight hundred and thirty-eight) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed. Residence under tiles comprising three bedrooms, lounge, bathroom, toilet, kitchen and carport.

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

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

Dated at Boksburg on this 4th day of October 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N10000/Mrs Kok.)

Case No. 1374/96

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

**In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff and ZIMASILE MASHACK PATRICK MFULA,
First Defendant and PAULINE MFULA, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 2 April 1996, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 11 November 1996 at 10:00, at the Sheriff's Office, Third Floor, United Building, 177 President Street, Germiston, to the highest bidder:

Certain Erf 36, Rondebult Township, situated at 6 Lootsberg Street, in the Township of Rondebult, District of Germiston, measuring 1 050 (one thousand and fifty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising of a lounge, dining-room, kitchen, bathroom, toilet, three bedrooms, servant's room and garage.

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

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

Dated at Boksburg on this 9th day of October 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, c/o 10 Bloem Street, Boksburg. (Tel. 422-1350.) (Ref. B1178F/Mrs West.)

Case No. 9554/96

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

**In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff and
DUMISANI JAMES KHUMALO, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 17 September 1996, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 15 November 1996 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Portion 34 of Erf 192, Klippoortje Agricultural Township, situated at 16 Rooidag Street, in the Township of Klippoortje, District of Boksburg, measuring 822 (eight hundred and twenty two) 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, dining-room, kitchen, three bedrooms, shower, two w.c.'s and dressing room.

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

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

Dated at Boksburg on this 9th day of October 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, c/o 10 Bloem Street, Boksburg. (Tel. 422-1350.) (Ref. B1202F/Mrs West.)

Case No. 3146/92

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff and DAVID MEME MAHLANGU, First Defendant and
ZODWA ANNA MAHLANGU, Second Defendant**

On 15 November 1996 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Right of leasehold in respect of Erf 1808, Vosloorus, Registration Division IR, Province of Gauteng, situated at 1808 Manaka Street, Vosloorus, Boksburg.

Improvements: Detached single storey brick residence consisting of two bedrooms, bathroom, kitchen and 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 amount 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 9th day of October 1996.

Tuckers Inc, Second Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H0352.)

Case No. 11186/96

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

**In the matter between ABSA BANK LTD (ALLIED BANK DIVISION), Plaintiff, and
ARNOLDUS STEPHANUS VAN DEN BERG, Defendant**

A sale in execution of the property described hereunder will take place on 13 November 1996 at 10:00, by Michael James Organisation on site, to the highest bidder:

Sectional Title Unit 13, Trulansa Court, Van Eck Street, Elsburg Extension 2, Germiston, measuring 58 square metres, property known as Flat 13, Trulansa Court.

Comprising: One and a half bedroom, lounge, kitchen and bathroom with w.c.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the offices of Michael James Organisation, at 708 Pretoria Main Road, Wynberg, Johannesburg, and at the offices of the Sheriff, Magistrate's Court, United House, 177 President Street, Germiston.

Wright, Rose-Innes, Attorneys for the Plaintiff, 305 President Street, Germiston. (Ref. Mr De Vos/WB.)

Case No. 3406/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NBS BANK LIMITED, Plaintiff, and PIETER STEPHANUS CHRISTOFFEL AUCAMP,
First Defendant, and MARIA AUCAMP, Second Defendant**

Sale in execution to be held at 8 Park Street, Kempton Park, on 14 November 1996 at 10:00.

Certain Erf 806, in the Township Clayville X9, Olifantsfontein, Registration Division JR, Gauteng, measuring 1 220 square metres, held by virtue of Deed of Transfer T40572/80, the property is known as 12 Dan Street, Clayville Extension 9, Olifantsfontein.

Improvements comprise: Dwelling single storey, tiled roof, brick walls, fitted carpets, novilon, lounge, dining, kitchen, scullery, four bedrooms, two bathrooms, two w.c.'s, family room, front stoep, two garages, servant's room, w.c. and boundary, concrete walls and brick paving and court yard.

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

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

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

C. G. Stolp, for Solomon Nicolson Rein & Verster Inc., Seventh Floor, NBS Building, 259 Pretorius Street, Pretoria; P.O. Box 161 or 645, Pretoria, 0001. (Ref. Mr Stolp/rh/M1549.)

Case No. 14612/96
PH 416

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ABREU, VICKY, 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, Supreme Court, Johannesburg South, at 131 Marshall Street, on 28 November 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 457, Bassonia Extension 1 Township, Registration Division IR, Province of Gauteng, held under Deed of Transfer T7379/1995, situated at 13 Jakkalsbessie Street, Bassonia Extension 1, 2061, area 1 186 square metres.

Improvements (not guaranteed): Single storey, four bedrooms, two bathrooms, entrance hall, lounge, family room, study and kitchen.

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

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

Dated at Johannesburg on this 4th day of October 1996.

Biccari, Banchetti, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate; P.O. Box 92441, Norwood, 2117. (Tel. 880-9002/3/4.) (Ref. A. Bollo/fg/N551.)

Case No. 15893/96

PH 416

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and VARRIE, PETER JOHN ROBERT, First Defendant, and VARRIE, PETRONELLA, 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, Kempton Park, at 8 Park Street, Kempton Park, on 14 November 1996 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 845, Terenure Extension 16, Kempton Park, Registration Division IR, Province of Gauteng, held under Deed of Transfer T75014/95, situated at 61 Bloekomdraai, Terenure Extension 16, Kempton Park, area 841 square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms and four other rooms.

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

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

Dated at Johannesburg on this 4th day of October 1996.

Biccari, Banchetti, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate; P.O. Box 92441, Norwood, 2117. (Tel. 880-9002/3/4.) (Ref. A. Bollo/fg/N593.)

Saak No. 16389/96

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

In die saak tussen ABSA BANK BEPERK, Eiser, en COCHRANE, BRIAN THOMAS, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak en 'n lasbrief tot uitwinning uitgereik op 11 September 1996, sal 'n verkoping van onroerende eiendom gehou word te die verkoopslokaal van die Balju van die Hooggeregshof, Sandton, te Conduitstraat 10, Kensington B, op 15 November 1996 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die Vendusieafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof te Sandton, Conduitstraat 10, Kensington B, voor die verkoping ter insae sal lê.

Die volgende inligting aangaande die eiendom word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie:

Sekere Erf 598, Parkmore-dorpsgebied, Registrasieafdeling IR, Gauteng, groot 991 vierkante meter, gehou kragtens Akte van Transport T110440/1995.

Beskrywing: 'n Woonhuis geleë te Negende Straat 86, Parkmore, Johannesburg, en bestaande uit sitkamer, eetkamer, familiekamer, studeerkamer, twee badkamers, drie slaapkamers en kombuis. Bediendekamer, dubbelmotorhuis en 'n swembad.

Terme: 10% (tien persent) van die koopprys en afslagsgelde [5% (vyf persent) op die eerste R20 000 (twintigduisend rand) en daarna 3% (drie persent) met 'n maksimum van R6 000 (sesduisend rand) en 'n minimum van R200 (tweehonderd rand) plus BTW] in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 30 (dertig) dae vanaf die datum van verkoping verskaf word.

Gedateer te Johannesburg hierdie 8ste dag van Oktober 1996.

Scholtz, Honey & Vennote, Eiser se Prokureurs, Negende Verdieping, North Stategebou, hoek van Mark- en Kruisstraat, Johannesburg. (Tel. 472-1318.) (Verw. mnr. Scholtz/vb/CA0516.)

Case No. 13748/96
PH 416IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and RAMSAMY, MOGAMBAL, First Defendant, and
RAMSAMY, RUNGASAMY, 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, Supreme Court Westonia, at Edward Avenue, Westonia, on 22 November 1996 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 2702, Lenasia South, Extension 2 Township, Registration Division IR, Province of Gauteng, held under Deed of Transfer T10012/1994, situated at 2702 Hibiscus Crescent, Lenasia South Extension 2, area 400 square metres.

Improvements (not guaranteed): Three bedrooms, lounge, dining-room, bathroom and kitchen.

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

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

Dated at Johannesburg on this 8th day of October 1996.

Biccari, Banchetti, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate; P.O. Box 92441, Norwood, 2117. (Tel. 880-9002/3/4.) (Ref. A. Bollo/fg/N520.)

Case No. 13124/96
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
BAMBERGER, THOMAS IGNATIUS, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston North, on 21 November 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, Germiston North, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain Portion 33 of Erf 207, Solheim Township, Registration Division IR, Gauteng, being 12 Mercurius Street, Solheim, measuring 619 (six hundred and nineteen) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey built residence with tile roof, comprising kitchen, lounge, dining-room, three bedrooms, bathroom with toilet, entrance hall, separate toilet, shower with outbuildings with similar construction comprising of garage, toilet, store, servant's room, gazebo, patio and spa bath.

Dated at Johannesburg on this 9th day of October 1996.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/B.566.)

Saak No. 3415/96

IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

In die saak tussen NEDCOR BANK BEPERK, Eiser, en P. R. en B. A. MOENG, Verweerders

Ingevolge 'n vonnis in die Oberholzer Landdroshof en 'n lasbrief vir eksekusie gedateer 26 Augustus 1996 sal die ondervermelde eiendom op 1 November 1996 om 10:00, voor die Landdroskantoor, Oberholzer, sonder voorbehoud aan die hoogste bieder verkoop word onderworpe aan die voorwaardes van verkoping wat nagegaan kan word te die kantoor van die Balju, Plot 39, Watersedge:

Erf 4033, Khutsong, Registrasieafdeling IQ, Gauteng, groot 240 m².

Gedateer te Carletonville op hierdie 8ste dag van Oktober 1996.

J. Moodie, vir Jooste Slabbert & Moodie, Proteagebou, Palladiumstraat, Carletonville. (Verw. mev. Jonker/N.443.)

Case No. 13118/96
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and MILLER, MICHAEL JOHN,
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 9 St Giles Street, Kensington B, on 15 November 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at 10 Conduit Street, Kensington B, prior to the sale:

Certain Portion 31 (a portion of Portion 1) of Erf 1383, situated in the Township of Morningside Extension 156, Registration Division IR, Gauteng, being 31 Aspen Estate, Kopje Street, Morningside Extension 156, measuring 230 (two hundred and thirty) square metres.

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

Dated at Johannesburg this 8th day of October 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdm/M1871.)

Case No. 720/96
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and PRETORIUS, TERRY-ANN,
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, Kempton Park, on 14 November 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 2468, situated in the Township of Birch Acres Extension 12, Registration Division IR, Transvaal, being 19 Hornbill Road, Birch Acres Extension 12, Kempton Park, measuring 1 079 (one thousand and seventy-nine) square metres.

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

Dated at Johannesburg this 8th day of October 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/P.3353.)

Case No. 5313/96
PH 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and OOSTHUIZEN, WAYNE DIRK,
First Execution Debtor, and OOSTHUIZEN, KAREN MARLENE, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 9 St Giles Street, Kensington B, on 15 November 1996 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at 10 Conduit Street, Kensington B, prior to the sale:

Certain Erf 171, situated in the Township of Norscot Extension 3, Registration Division IQ, Gauteng, being 31 Crawford Drive, Norscot Extension 3, Sandton, measuring 1 516 (one thousand five hundred and sixteen) square metres.

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

Dated at Johannesburg this 8th day of October 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/O.102.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and
PILLAY, LYNNETTE LOURETTA, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg East on 21 November 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg East, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Portion 1 of Erf 1617, situated in the Township of Bezuidenhout Valley, Registration Division IR, Gauteng; being 105 Third Avenue, Bezuidenhout Valley, Johannesburg, measuring 496 (four hundred and ninety-six) square metres.

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

Dated at Johannesburg this 8 October 1996.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/P.338.)

Case No. 19551/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOHNNY VAN AARDT, Defendant

A sale in execution of the undermentioned property is to be sold by the Sheriff, Pretoria South, and to be held at the office of the Sheriff, Pretoria East, Fehrs Avenue Centre, 130A Struben Street, Pretoria, on Wednesday, 20 November 1996 at 10:00.

Full conditions of sale can be inspected at the Sheriff South, Edenpark, Plot 83, corner of Gerhard and West Avenues, Lyttelton, Centurion, and will be read out prior to the sale taking place.

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

Property: Erf 1337, situated in the Township of Rooihuiskraal Extension 9, Registration Division JR, Province of Gauteng, measuring 1 014 (one thousand and fourteen) square metres, also known as Erf 19, Nagtegaal Avenue, Rooihuiskraal.

Improvements: House: Three bedrooms, two bathrooms, kitchen, lounge, dining-room, two garages, carport and patio next to swimming-pool.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff (P.O. Box 801), Pretoria. (Tel. 326-2487.) (Ref. Mr Croucamp/CEM/E188.)

Saak No. 18769/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen NBS BANK LIMITED, Eiser, en SEKATANE, MORASHIYA SAM, 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 kantore van die Balju, Leeuwpoortstraat 182, Boksburg, op Vrydag, 15 November 1996 om 11:15, van die ondergemelde eiendom van die Verweerder wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Boksburg, voor die verkoping ter insae sal lê:

Sekere Erf 7170, Vosloorus-uitbreiding 9-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Morashiya Sam Sekatane onder Akte van Transport TL36882/1990, bekend as Erf 7170, Vosloorus-uitbreiding 9, Boksburg, groot 345 (driehonderd vyf-en-veertig) vierkante meter.

Sonering: Residensieel.

Spesiale gebruiksvergunnings en voorwaardes: Geen.

Verbeterings: Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer, toilet. *Buitegeboue:* Geen.

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

Vendukoste betaalbaar op die dag van die verkoping sal soos volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R30 000 (dertigduisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R7 000 (seweduisend rand). Minimum heffing R260 (tweehonderd-en-sestig rand).

Indien hierdie verkoping ter enige tyd na die eksekusieveiling om welke rede ookal nietig verklaar word en/of gekanselleer word, dan in sodanige geval sal die Balju en/of Eksekusieskuldeiser en/of sy verteenwoordiger nie aanspreeklik wees vir enige verlies of skade voortspruitend uit sodanige nietigverklaring en/of kansellasië nie.

Gedateer te Alberton op hede die 5de dag van Oktober 1996.

Mnr. E. Ungerer, vir Klopper, Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton; Posbus 6, Alberton, p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N114/EU/PP.)

Saak No. 11683/96

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

**In die saak tussen NBS BANK LIMITED, Eiser, en DLAMINI, ZITHULELE ERNEST, Eerste Verweerder, en
DLAMINI, Nomasonto, Tweede Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Leeuwpootstraat 182, Boksburg, op Vrydag, 15 November 1996 om 11:15, van die ondergemelde eiendom van die Verweerders wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Boksburg, voor die verkoping ter insae sal lê:

Sekere Erf 8342, Vosloorus-uitbreiding 9-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Zithulele Ernest Dlamini en Nomasonto Dlamini onder Akte van Transport T7454/1993, bekend as Erf 8342, Vosloorus-uitbreiding 9, Boksburg, groot 336 vierkante meter.

Sonering: Residensieel.

Spesiale gebruiksvergunninge en voorwaardes: Geen.

Verbeterings: Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer en toilet. *Buitegeboue:* Geen.

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

Vendukoste betaalbaar op die dag van die verkoping sal soos volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R30 000 en daarna 3% (drie persent) tot 'n maksimum bedrag van R7 000. Minimum heffing R260.

Indien hierdie verkoping ter enige tyd na die eksekusieveiling om welke rede ookal nietig verklaar word en/of gekanselleer word, dan in sodanige geval sal die Balju en/of eksekusieskuldeiser en/of sy verteenwoordiger nie aanspreeklik wees vir enige verlies of skade voortspruitend uit sodanige nietigverklaring en/of kansellasië nie.

Gedateer te Alberton op hede die 5de dag van Oktober 1996.

Mnr. E. Ungerer, vir Klopper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton; Posbus 6, Alberton. P.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N55/EU/PP.)

Case No. 13466/96

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

**In the matter between ABSA BANK LIMITED (trading as TRUST BANK), Plaintiff, and WEIDEMAN, JOHANNES
MAGIELUS GERHARDUS, First Defendant, and WEIDEMAN, DENISE JACOLENE, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held by Aucor (Pty) Ltd in co-operation with the Sheriff of the Supreme Court at 16 Blouberg Street, Finsbury, Randfontein, on 19 November 1996 at 11:00, of the undermentioned property of the Defendants which conditions may be inspected at the offices of Aucor (Pty) Ltd, 14 Appel Road, Kramerville, Wendywood, as well as the Sheriff of the Supreme Court, 19 Pollock Street, Randfontein, prior to the sale:

Certain Erf 720, Finsbury Township, Randfontein, Registration Division IQ, Province of Gauteng, being 16 Blouberg Street, Finsbury, Randfontein, measuring 920 (nine hundred and twenty) square metres.

The following information is furnished *re* improvements, though in this respect nothing is guaranteed: Dwelling house comprising of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. Nothing is guaranteed. *Outbuildings*: comprising of garage, servants quarters and toilet.

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

Auctioneer's charges are payable on the day of the sale and calculated as follows: 5% (five percent) on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) with a maximum charge of R7 000 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand).

Dated at Johannesburg on this 8th day of July 1996.

De Vries Serobe, Attorneys for Plaintiff, 42nd Floor, Carlton Centre, corner of Commissioner and Von Wielligh Streets, Johannesburg. (Tel. 331-9128.) (Ref. M. Postma/ap Z24879.)

Saak No. 5336/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eksekusieskuldeiser, en GEORGE VAN WILDEVLING JANSEN VAN VUUREN, Eerste Eksekusieskuldenaar, en ANNA SUSANNA JANSEN VAN VUUREN, Tweede Eksekusieskuldenaar

Ten uitvoer van 'n vonnis wat die Landdros van Pietersburg toegestaan het op 31 Julie 1996 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 22 November 1996 om 10:00, by die Landdroskantoor, Pietersburg, aan die hoogste bieder, naamlik:

Resterende Gedeelte van Erf 46, Annandale-dorpsgebied, Registrasieafdeling LS, Noordelike Provinsie, groot 1 428 (een-duisend vierhonderd agt-en-twintig) vierkante meter, gehou kragtens Akte van Transport T17267/95.

Die eiendom kan omskrywe word soos volg: Woonhuis geleë te Bulawayostraat 91A, Annandale, Pietersburg, en bestaan uit ingangsportaal, sitkamer, eetkamer, familiekamer, kombuis, vier slaapkamers, twee badkamers, dubbelmotorhuis en buitekamer met stort.

Terme: Die veilingskoste plus 10% (tien persent) van die koopprijs 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 bougenootskapwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Landdroshof, Pietersburg, en kan te eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 11de dag van Oktober 1996.

W. A. H. Nel, vir Steytler Nel & Calitz, Eerste Verdieping, Pioneersentrum, Landdros Maréstraat 52, Pietersburg. (Verw. mnr. Nel/CF/ANU 054.)

Saak No. 5471/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen ABSA BANK BEPERK, handeldrywende as ALLIED BANK, Eksekusieskuldeiser, en GERT JACOBUS COETZEE, Eksekusieskuldenaar

Ten uitvoer van 'n vonnis wat die Landdros, Pietersburg, toegestaan het op 28 Augustus 1996 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 6 Desember 1996 om 10:00, by die Landdroskantoor, Pietersburg, aan die hoogste bieder, naamlik:

(a) Deel 80, soos getoon en volledig beskryf op Deelplan SS35/96 in die skema bekend as Bendor Gardens ten opsigte van die grond en gebou of geboue geleë te Resterende Gedeelte van Erf 777, Bendor-dorpsgebied, Plaaslike Bestuur, Pietersburg/Polokwane Oorgangsraad, van welke deel die vloeroppervlakte, volgens genoemde deelplan, 62 (twee-en-sestig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde skema toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op die genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST3264/96.

Die eiendom kan omskrywe word soos volg: Woonstel geleë te Eenheid 80, Bendor Gardens, Pietersburg, en bestaan uit sitkamer, kombuis, twee slaapkamers en badkamer.

Terme: Die veilingskoste 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 bougenootskapwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Landdroshof, Pietersburg, en kan te eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 14de dag van Oktober 1996.

W. A. H. Nel, vir Steytler Nel & Calitz, Eerste Verdieping, Pioneersentrum, Landdros Maréstraat 52, Pietersburg.
(Verw. mnr. Nel/CF/ANA 278.)

Case No. 195/96

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

In the matter between NILAND & PRETORIUS INC., Plaintiff, and MELITA KGABO BOSHOMANE, Defendant

In pursuance of a judgment of the Court of the Magistrate of Seshego granted on 16 May 1996 and a warrant of execution issued in pursuance thereof, the undermentioned property will be sold in execution on Wednesday, 27 November 1996 at 14:00, at the premises of Seshego Magistrate to the highest bidder, namely:

House 151, Zone 4, Seshego.

Terms: The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale and the unpaid balance together with interest thereon, as stated in the conditions of sale, to date of registration of transfer, shall be paid or secured by the delivery of an acceptable bank or building society guarantee within fourteen (14) days of date of sale. The full and complete conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Seshego.

Dated at Pietersburg this the 3rd day of October 1996.

T. F. Pretorius, for Niland & Pretorius Inc., 2 Albatross Centre, 21 Market Street, Pietersburg.

Case No. 538/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THABAMOOPO HELD AT LEBOWAKGOMO

In the matter between MATOME LEVY MEHLAPE, Plaintiff, and LESETJA THOMAS MOGASHOA, Defendant

In pursuance of a judgment of the Court of the Magistrate of Thabamooipo, granted on 19 September 1995 and a warrant of execution, issued in pursuance thereof, the undermentioned property will be sold in execution on Friday, 16 December 1996 at 10:00, at the office of the Magistrate, Thabamooipo, District of Lebowakgomo, to the highest bidder, namely:

Site B2975, also known as House 2975, Zone B, Lebowakgomo, measuring 972 square metres.

Terms: The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale and the unpaid balance together with interest thereon as stated in the conditions of sale, to the date of registration of transfer, shall be paid or secured by the delivery of an acceptable bank or building society guarantee within fourteen (14) days of date of sale. The full and complete conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Messenger of the Court, Thabamooipo. The property has been improved as follows, but is not guaranteed, namely Residence.

Dated at Pietersburg this 11th day of October 1996.

J. A. van der Walt, for Niland & Pretorius Inc., 2 Albatross Centre, 21 Market Street, Pietersburg.

Saak No. 465/89

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SESHEGO GEHOU TE SESHEGO

In die saak tussen dr. JOSEPH LETSOALO, Eiser, en SIMON MAETISA, Verweerder

Ter uitvoerlegging van 'n vonnis van die Landdros, Seshego, toegestaan op 8 November 1991 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Woensdag, 4 Desember 1996 om 14:00, te die kantore van die Magistraat, Seshego, aan die hoogste bieder, naamlik:

Perseel A1834, ook bekend as Huis 1834 Zone 1, Seshego, groot 372 viërkante meter.

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

Die eiendom is soos volg verbeter, maar word niks gewaarborg nie, naamlik Woonhuis.

Geteken te Pietersburg op die 11de dag van Oktober 1996.

J. A. van der Walt, vir Niland & Pretorius Ing., Albatrossentrum 2, Markstraat 21, Pietersburg.

Case No. 6688/94

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NTOMBI GRACE MDULI, Defendant

On 15 November 1996 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 1028, Vosloorus, Registration Division IR, Province of Gauteng, situated at 1028 Mabuya Street, Vosloorus, Boksburg.

Improvements: Detached single storey brick residence consisting of two bedrooms, bathroom, kitchen, lounge and 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% (ten per cent) 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 14 October 1996.

Tuckers Inc., Second Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01517.)

Case No. 5740/96

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

In the matter between ABSA BANK LTD (ALLIED BANK DIVISION), Plaintiff, and WILLIAM THOMAS O'RILEY, First Defendant, and THERESA PIETERINA O'RILEY, Second Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, where Michael James will be the auctioneers, duly authorised thereto, on Tuesday, 19 November 1996 at 09:00, at the premises situated at 43 Becker Street, Casseldale, Springs, to the highest bidder:

Certain Erf 956, Casseldale Extension 2 Township, Registration Division IR, Transvaal, also known as 43 Becker Street, Casseldale, Springs, measuring 1 115 square metres, held by Deed of Transfer T43171/1991.

Improvements: The following improvements on the property are reported, though in this regard nothing is guaranteed: Brick building with tiled roof, with three bedrooms with built in cupboards, lounge, dining-room, kitchen, bathroom, toilet, garage, wall to wall carpets, servant's room with outside toilet.

Conditions of sale:

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance plus interest at the rate of 20,25% (twenty comma two five per cent) per annum against transfer to be secured by a bank guarantee to be approved by the Plaintiff's attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, as well as the office of Property Mart Auctioneers, First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove.

Dated at Springs on this 3rd day of October 1996.

Mr. A. Visser, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street (P.O. Box 16), Springs. (Tel. 812-1050.) (Ref. A. Visser/GG/B24696.)

Case No. 3045/96

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

In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and SIMON MOGANE, Defendant

A sale in execution of the property described hereunder will take place on 27 November 1996 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton:

All right, title and interest in the leasehold in respect of Erf 316, Mokoena Township, Registration Division IR, the Province of Gauteng, measuring 310 (three hundred and ten) square metres, property also known as 316 Mokoena Section, Katlehong, District of Alberton.

Residence comprising two bedrooms, kitchen and lounge. *Outbuildings:* Toilet.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Alberton.

Dated: 14 October 1996.

Wright, Rose-Innes, Plaintiff's Attorneys, 305 President Street, Germiston, 1401. (Ref. 150243/Mr de Vos/pt.)

Case No. 5230/96

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

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and
VUSUMZI PATRICK MOSIA, Defendant**

A sale in execution of the property described hereunder will take place on 27 November 1996 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton:

Erf 2583 (formerly 357), Likole Extension 1 Township, Registration Division IR, the Province of Gauteng, measuring 280 (two hundred and eighty) square metres, property also known as 2583 Likole Extension 1, Katlehong, District of Alberton.

Residence comprising two bedrooms, lounge, kitchen, bathroom and separate toilet.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Alberton.

Dated: 14 October 1996.

Wright, Rose-Innes, Plaintiff's Attorneys, 305 President Street, Germiston, 1401. (Ref. 150446/WMdV/pt.)

Case No. 10724/92

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

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and KGOMOENTSO ABRAM
MOTAKANE, First Defendant, and DAVID MOTAUNG, Second Defendant**

A sale in execution of the property described hereunder will take place on 27 November 1996 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florentia, Alberton:

All right, title and interest in the leasehold in respect of Erf 39, A. P. Khumalo Township, Registration Division IR, Province of Gauteng, measuring 273 (two hundred and seventy-three) square metres, property also known as 39 A. P. Khumalo, Katlehong, District of Alberton.

Residence comprising lounge, two bedrooms, bathroom and kitchen.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Alberton.

Dated: 14 October 1996.

Wright, Rose-Innes, Plaintiff's Attorneys, 305 President Street, Germiston, 1401. (Ref. 20235/Mr De Vos/pt.)

Case No. 9610/96

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

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and
NTSOAKI ADOLPHINA MAKUTSENG, Defendant**

A sale in execution of the property described hereunder will take place on 27 November 1996 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 Du Plessis Road, Florència, Alberton:

Erf 2328 (formerly 1840), Likole Extension 1 Township, Registration Division IR, Province of Gauteng, measuring 280 (two hundred and eighty) square metres, property also known as 2328 Likole Extension 1, Katlehong, District of Alberton.

Residence comprising two bedrooms, kitchen, lounge, bathroom and separate toilet.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Alberton.

Dated: 14 October 1996.

Wright, Rose-Innes, Plaintiff's Attorneys, 305 President Street, Germiston, 1401. (Ref. 150248/Mr De Vos/pt.)

Case No. 30806/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and GONCALVES, CARLOS
ALBERTO DE SOUSA, First Defendant, and COLBERT VERONICA JANET, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at 8 Elna Randhof, corner of Selkirk and Blairgowrie Drives, Blairgowrie, Randburg, on 12 November 1996 at 10:00, of the undermentioned property of the Defendants on the conditions and which may be inspected at the offices of the Sheriff, at 8 Elna Randhof, corner of Selkirk and Blairgowrie Drives, Blairgowrie, Randburg; prior to the sale:

Portion 15 of Erf 555, Jukskeipark Township, Randburg, situated at 8 Basalt Place, Jukskeipark Township, Randburg, Registration Division IQ, Province of Gauteng, measuring 1 237 (one thousand two hundred and thirty-seven) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, three bedrooms, kitchen and two bathrooms/toilet. *Outbuilding*: Two garages, toilet/shower and servant's room.

The property is zoned Residential.

Signed at Johannesburg on 26 September 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. G60050/AB.)

Case No. 7526/96

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and
YON, SHARLENE MANDY, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 14 November 1996 at 10:00, of the undermentioned properties of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 268, Highland North Township, Registration Division IR, Province of Gauteng, and Erf 270, Highlands North Township, Registration Division IR, Province of Gauteng, each measuring 743 (seven hundred and forty-three) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, family room, kitchen, scullery, three bedrooms and two bathrooms. *Outbuilding*: Double garage, carport, store-room, bathroom and toilet.

The property is zoned Residential.

Signed at Johannesburg on 8 October 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. Y60321/AB.)

Case No. 13082/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and
HARDEN, SUSAN MARY, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the salesroom of the Sheriff, 9 St Giles Street, Kensington "B", on 15 November 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 at 10 Conduit Street, Kensington "B", prior to the sale:

Portion 52 of Erf 38, Norscot Township, situated at 49 Turaco Street, Norscot Township, Registration Division IQ, Province of Gauteng, measuring 1 600 (one thousand six hundred) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, lounge, dining-room, kitchen, study room, three bedrooms, two bathrooms. *Outbuilding*: Double garage, swimming-pool, servants' quarters.

The property is zoned Residential.

Signed at Johannesburg on 4 October 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. H60359/AB.)

Case No. 5444/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MBATA, SHIROKO JACOB, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's offices at 8 Park Street, Kempton Park, on 14 November 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff's Offices, 8 Park Street, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 863, Umthambeka Township, Tembisa, Registration Division IR, Province of Gauteng, measuring 351 (three hundred and fifty-one) square metres, situated at Erf 863, Umthambeka Township, Tembisa.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of dining-room, kitchen, two bedrooms, toilet. *Outbuilding*: Two rooms.

The property is zoned Residential.

Signed at Johannesburg on 2 October 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. M20347/PC.)

Case No. 33718/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NANA & SONS INVESTMENTS
(PROPRIETARY) LIMITED, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 14 November 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:

Erf 1514, Jeppestown Township, Johannesburg, situated at 23 Kasteel Street, Jeppestown Township, Johannesburg, Registration Division IR, Province of Gauteng, measuring 495 (four hundred and ninety-five) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of three bedrooms, bathroom and two other rooms.

The property is zoned Residential.

Signed at Johannesburg on 9 October 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. N18884/PC.)

Case No. 34415/91

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and RANHLAGOE, NOMASONGO EMMA, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 14 November 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, Third Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1706, Molapo Township, Registration Division IQ, Province of Gauteng, measuring 260 (two hundred and sixty) square metres, situated at Erf 1706, Molapo Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, kitchen, dining-room. *Outbuilding*: Two single garages.

The property is zoned Residential.

Signed at Johannesburg on 9 October 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. R19150/PC.)

Case No. 24256/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SEHERI, LEBAKENG LEONARD, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 14 November 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, Third Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1137, Pimville, Zone 1 Township, Registration Division IQ, Province of Gauteng, measuring 260 (two hundred and sixty) square metres, situated at Erf 1137, Pimville, Zone 1 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms and two other rooms. The property is zoned Residential.

Signed at Johannesburg on this 14th day of October 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. S21724/PC.)

Case No. 3083/93

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SHIBODZE, PRINCESS NTHATI, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 14 November 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, Third Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 217, Mofolo South Township, Registration Division IQ, Province of Gauteng, measuring 260 (two hundred and sixty) square metres, situated at Erf 217 Mofolo South Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms and two other rooms. The property is zoned Residential.

Signed at Johannesburg on this 11th day of October 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. S23003/PC.)

Case No. 18089/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SITHOLE, TRYNOS, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 14 November 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, Third Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 3212, Protea Glen Extension 2 Township, Registration Division IQ, Province of Gauteng, measuring 264 (two hundred and sixty-four) square metres, situated at Erf 3212, Protea Glen Extension 2 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, two bedrooms, bathroom and two other rooms. The property is zoned Residential.

Signed at Johannesburg on the 9th October 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. S45870/PC.)

Case No. 5398/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and TAU SAMUEL, First Defendant, and MOOPELEDI ROSELINA PHEHLE, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 14 November 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, Third Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erven 1979, 1982, 1983 and 1986 (now renumbered Erf 10220), Diepkloof Township, situated at 1979B Diepkloof Zone 2 Township, Registration Division IQ, Province of Gauteng, measuring 168 (one hundred and sixty-eight) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, bedroom, lounge and kitchen.

The property is zoned Residential.

Signed at Johannesburg on 11 October 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. T29868/PC.)

Case No. 18509/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SHEA, STEPHEN THEKO, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, in front of the main entrance to the Magistrate's Court, Van Zyl Smit Street, Oberholzer, on 15 November 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff, Plot 39, Central Avenue, Waters Edge, Oberholzer, prior to the sale:

Erf 194 (now renumbered Erf 7701), Khutsong Extension 1 Township, situated at 7701 Mosenegi Street, Khutsong Extension 1 Township, Registration Division IQ, Province of Gauteng, measuring 375 (three hundred and seventy-five) square metres

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, bedroom, bathroom and two other rooms.

The property is zoned Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: On the sale of immovable property by the Sheriff as auctioneer 5% (five per cent) on the first R30 000 of the proceeds of the sale and 3% (three per cent) on the balance thereof, subject to the maximum commission of R7 000 in total and a minimum of R260 (inclusive in all instances of the Sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account) which commission shall be paid by the purchaser.

Signed at Johannesburg on 3 October 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. S46103/PC.)

Case No. 13249/96

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
NDABA, SIPHO JAMES, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 14 November 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, Third Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 21093, Meadowlands Township, Registration Division IQ, Province of Gauteng, measuring 252 (two hundred and fifty-two) square metres, situated at Erf 21093 Meadowlands Township.

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

The property is zoned Residential.

Signed at Johannesburg on 14 October 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. N46923/SC.)

Saak No. 12947/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen ABSA BANK BEPERK, Eiser, en NTSAMAYE STEPHEN NDALA, Eerste Verweerder, en
RAESETJA BETTY NDALA, Tweede Verweerder**

'n Verkoop in eksekusie sal gehou word te NG Sinodale Sentrum, Visagiestraat 234, Pretoria, op 12 November 1996 om 19:00:

Die eiendom staan bekend as Sorrentowoonstelle 62, Beatrixstraat 57, Arcadia, en word omskryf as Eenheid 27 en 40 Sorrento, Gedeelte 3 van Erf 569, Arcadia, groot 51 vierkante meter.

Die eiendom word uitsluitlik vir woondoeleindes gebruik en bestaan na bewering uit sitkamer, kombuis, slaapkamer, badkamer en garage.

Die verkoopvoorwaardes kan nagegaan word by die kantore van die Balju, Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria.

R. F. Kruse, Couzyn Hertzog & Horak Ing. (Tel. 322-8780.) (Verw. T. Horak/T2433.)

Saak No. 5113/96

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen NBS BANK BEPERK, Eiser, en MALINKANA SAMUEL MTIMUNEY, Verweerder

Ingevolge die uitspraak van die Landdros van Middelburg, Transvaal, en lasbrief tot geregtelike verkoping gedateer 19 September 1996, sal die ondervermelde eiendom op 6 Desember 1996 om 10:00, te Landdroshof, Belfast, aan die hoogste bieder verkoop word, naamlik:

Eiendom Erf 275, geleë in die dorpsgebied Siyathuthuka, Belfast, Registrasieafdeling JS, provinsie Mpumalanga, groot 295 vierkante meter, gehou kragtens Akte van Transport TL84938/92, beter bekend as Erf 275, Siyathuthuka (erf met woonhuis).

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die prokureur vir die Eiser, asook die Balju, Belfast, nagesien word.

Aldus gedoen en geteken te Middelburg op hierdie 11de dag van Oktober 1996.

A. J. Verster, At Verster Prokureur, Prokureur vir die Eiser, Laverstraat 9A, Middelburg, 1050. (Verw. mnr. Verster/SLR/CNB351.)

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, Kempton Park, 8 Park Street, Kempton Park, on Thursday, 14 November 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 Magistrates' Courts Act, No. 32 of 1944.

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

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

4. Improvements as set out hereunder are not guaranteed.

Case No. 6779/96.

Judgment Debtors: EDWARD RONALD GRINDLAY and MELANIE DESREY MARSHALL.

Property: (a) Section 18 as shown and more fully described on Sectional Plan SS5/90 in the scheme known as Sherwood Village in respect of the land and building or buildings situated at Erf 1101, Birch Acres Extension 3 Township, Kempton Park/Tembisa Metropolitan Substructure, of which the floor area, according to the said sectional plan is 62 (sixty-two) square metres in extent; and (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer ST59899/94, situated at 18 Sherwood Village, 46 Namakwaduif Avenue, Birch Acres Extension 3, Kempton Park.

Improvements: Brick built residence under tiled roof comprising three rooms other than kitchen, bathroom and toilet.

Reference: MG0053.

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

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, 13 November 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/rights of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act, No. 32 of 1944.

2. The purchaser shall pay 10% (ten per 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. 102/94.

Judgment Debtor: MAPULENG ROSINA BOHATA.

Property: Erf 70, Ramakonopi Township, Registration Division IR, Province of Gauteng, situated at Erf 70, Ramakonopi (West), Katlehong, Alberton.

Improvements: Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and bathroom.

Reference: MB0026.

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

Case No. 8861/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SHAUN ANTHONY MANLEY, Defendant

In pursuance of a judgment in the Court for the Magistrate, Benoni, on 17 September 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 13 November 1996 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 5258, Benoni Extension 16 Township, situated on 11 Crocodile Street, in the Township of Benoni Extension 16, District of Benoni, measuring 1 514 (one thousand five hundred and fourteen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: A double storey building built of brick and plaster, tiled roof, comprising a lounge, kitchen, dining-room, four bedrooms and two bathrooms.

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

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

Dated at Benoni on this 11th day of October 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 422-1350.) (Ref. N57074/Mrs West.)

Case No. 457/96

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

In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff, and D. J. DE V. GREYLING, Defendant

In pursuance of a judgment in the Court for the Magistrate, Boksburg, on 28 February 1996 and a writ of execution issued pursuant thereto the property listed hereunder will be sold in execution by the Sheriff, on 22 November 1996 at 11:15, at the offices of the Sheriff of the Court, Boksburg, to the highest bidder:

Certain Holding 104, Mapleton A/H Extension 1 Township, Registration Division IR, Province of Gauteng, situated at Holding 104, Mapleton A/H Extension 1, in the District of Boksburg, measuring 2,8744 (two comma eight seven four four) hectares.

The following improvements are reported to be on the property, but nothing is guaranteed: Building comprises a dwelling containing two bedrooms, lounge, kitchen, bathroom with a corrugated iron roof, two rondawels with brick and plaster walls, and open barn with concrete floor and asbestos roof, two workshops and pumpshed.

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

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

Dated at Benoni on this 14th day of October 1996.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. E60001/Mrs Whitson.)

Saak No. 5939/96

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

**In die saak tussen EERSTE NASIONALE BANK VAN S.A. BEPERK, Eiser, en
JARRET FRANCOIS LE ROUX, Verweerder**

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 3 Julie 1996, sal hierdie ondervermelde eiendom geregtelik verkoop word op 14 November 1996 om 10:00, te Landdroshofkantoor, hoek van Jan Smuts- en Sulkirk Lane, Randburg, aan die persoon wat die hoogste aanbod maak, nl:

Eenheid 81, soos meer volledig omskryf op Deelplan SS989/1995 in die skema bekend as The Algarve, geleë te Paulshof-uitbreiding 46-dorpsgebied, Plaaslike Oorgangsraad van Johannesburg, groot 70 (sewentig) vierkante meter, gehou kragtens ST89848/95, bekend as Eenheid 81, The Algarve, Mount Fletcherweg, Rivonia.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Sinkdakwoonstel bestaande uit sitkamer, badkamer, stort, twee slaapkamers, kombuis, afdak en swembad in kompleks.

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

Gedateer te Roodepoort hierdie 15de dag van Oktober 1996.

Herman van der Merwe & Dunbar, Dieperinkstraat 11, Roodepoort. (Tel. 760-1645/6.) (Verw. mev. Le Roux. 50650.)

Saak No. 6465/96

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en JOHANNES VAN WYK STEENKAMP, Eerste Verweerder, en JOHANNA MARIA STEENKAMP, Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 19 Julie 1996, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerders, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op 15 November 1996 om 11:00:

Resterende Gedeelte van Gedeelte 98 ('n gedeelte van Gedeelte 12) van die plaas Grootvlei 272, Registrasieafdeling JR, Noordelike Provinsie, groot 7,6761 hektaar, gehou kragtens Akte van Transport T80303/1992, die eiendom is ook bekend as Plot 98, Grootvlei, Pretoria.

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: Gepleisterde baksteenwoning onder hoë sinkdak bestaande uit sitkamer, familiekamer, kombuis, opwaskamer, vier slaapkamers, badkamer, toilet (w.c.), badkamer met toilet (w.c.), twee motorhuise, waskamer, buitetoilet, w.c. en boorgat. Gesoneer vir woondoeleindes.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 16de dag van Oktober 1996.

D. Pieterse, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. J. Linington/F18843.)

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, 14 November 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 Magistrates' Courts Act, 1944.

2. The purchaser shall pay 10% (ten per cent) of the purchased price plus Sheriff's commission of 5% (five per cent) for the first R20 000 or part thereof and thereafter 3% (three per cent) with a minimum of R200 and a maximum of R6 000 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 No. 8055/96.

Judgment Debtors: JOHN MILES AIREY AND BERNICE JANE WILLMAN.

Property: Portion 7 of Erf 1834, Van Riebeeck Park Township, situated at 5 Rooibergoord, Van Riebeeck Park, Kempton Park.

Improvements: Dwelling-house consisting of lounge, two bathrooms, dining-room, two toilets, three bedrooms and kitchen. Outbuildings consisting of two garages, driveway and pool.

File Reference: LN4267.

Case No. 6714/96.**Judgment Debtors: HENDRIK JACOB CHALMERS AND MARINA CHALMERS.**

Property: Erf 1645, Birchleigh North Township, Registration Division IR, Province of Gauteng, situated at 29 Susanna Street, Birchleigh North, Kempton Park.

Improvements: Dwelling-house consisting of lounge, bathroom, dining-room, two toilets, three bedrooms, kitchen, family/TV-room. Outbuildings consisting of two garages and driveway.

File Reference: LN4254/6.

Case No. 3626/96.**Judgment Debtors: WILLIAM MAFIKA KUBEKA AND BATHABILE LYDIA KUBEKA.**

Property: Erf 376, Birchleigh North Extension 3 Township, Registration Division IR, Province of Gauteng, situated at 24 Emberen Street, Birchleigh North Extension 3, Kempton Park.

Improvements: Dwelling-house consisting of lounge, bathroom, dining-room, toilet, three bedrooms and kitchen. Outbuildings consisting of garage and driveway.

File Reference: LN4153/6.

L. J. v.d. Heever, for Schumanns, 12 Voortrekker Street; P.O. Box 67, Kempton Park.

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, 14 November 1996 at 10:00.

NEDCOR BANK LIMITED is Execution Creditor.

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

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

2. The purchaser shall pay 10% (ten per cent) of the purchased price plus Sheriff's commission of 5% (five per cent) for the first R20 000 or part thereof and thereafter 3% (three per cent), with a minimum of R200 and a maximum of R6 000 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 sale.

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

Case No. 3627/96:**Judgment Debtors: CLIVE ROGER VAN JAARSVELDT and LYNETTE VAN JAARSVELD.**

Property: A unit consisting of section 49 as shown and more fully described on Sectional Plan SS384/93 in the scheme known as Pine Gardens in respect of the land and building or buildings situated at Kempton Park Township, Local Authority of Kempton Park/Tembisa Metropolitan Substructure plus an exclusive use are described as Parking P51 situated at A36 Pine Gardens, Long Street, Kempton Park.

Improvements: Dwelling consisting of lounge, bathroom, toilet, two bedrooms and kitchen.

Reference: LN 4148/6.

L. J. vd Heever, Schumanns, 12 Voortrekker Street (P.O. Box 67), Kempton Park.

Saak No. 5486/96**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA****(Witwatersrand Plaaslike Afdeling)****In die saak tussen SAAMBOU BANK BEPERK, Eiser, en NDABA NTOMBIYEZA, Verweerder**

Volgens vonnis van die Hof sal per veiling die Verweerder se reg op huurpag in die volgende eiendom op 15 November 1996 om 10:00, verkoop word deur die Balju te Hoof-ingangsportaal, Landdroshof, Generaal Hertzogstraat, Vanderbijlpark, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 1502, Lakeside-dorpsgebied, Registrasie Afdeling IQ, die provinsie Gauteng, groot 210 vierkante meter.

Die volgende inligting word sonder enige waarborg verskaf insake verbeteringe: Enkelverdieping woonhuis met sitkamer, twee slaapkamers, badkamer/toilet en kombuis.

De Villiers Scholtz, Commissionerstraat 130, Johannesburg.

Case No. 21832/95

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

In the matter between NBS BANK LIMITED, Plaintiff, and PAPATHANASOPOULOS, GEORGE, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 14 November 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, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale.

Erf 537, in the Township of Ridgeway Extension 3, Registration Division IR, the Province of Gauteng, in extent 1117 (one thousand one hundred and seventeen) square metres, situated at 27 Hendrina Street, Ridgeway Extension 3, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed. *Residence*: Single-story dwelling, detached, built of bricks and painted plaster under tiled roof. *Floors*: Fitted carpets and tiles. Comprising combined lounge and dining-room, kitchen, three bedrooms, bathroom and w.c. *Outbuildings*: Timber and concrete boundary walls.

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

Dated at Johannesburg on this 15th day of October 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D McCarthy/J Soma/MN6912.)

Case No. 21833/95
PH 196

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

In the matter between NBS BANK LIMITED, Plaintiff, and PAPATHANASOPOULOS, GEORGE, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 14 November 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, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 124, in the Township of Elandspark, Registration Division IR, Province of Gauteng, in extent 709 (seven hundred and nine) square metres, situated at 25 Sangiro Avenue, Elandspark, Johannesburg.

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 of lounge, dining-room, kitchen, three bedrooms, bathroom and w.c. *Outbuildings*: Swimming-pool, paving and concrete boundary walls.

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

Dated at Johannesburg on this 15th day of October 1996.

R. Volsen, for Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6911.)

Case No. 45/93
PH 157

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

**In the matter between NBS BANK LIMITED (Reg No. 87/01384/06), Judgment Creditor, and
MICHAEL STEVAN STRYDOM, Judgment Debtor**

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 14 May 1996 will be sold in execution on Friday, 15 November 1996 at 10:00, in front of the Magistrate's Court-house, Fox Street entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

1. Remaining extent of Erf 1434, in the Township of Rosettenville Extension, Registration Division IR, Province of Gauteng, in extent 286 (two hundred and eighty-six) square metres.

2. Remaining extent of Erf 1436, in the Township of Rosettenville Extension, Registration Division IR, Province of Gauteng, in extent 286 (two hundred and eighty-six) square metres, situated at 40A Verona Street, Rosettenville, Johannesburg.

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, three bedrooms, bathroom, shower and w.c. *Outbuildings*: Garage, carport, servants' quarters, storeroom and w.c.

Improvements: Brick and concrete boundary walls.

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

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

Dated at Johannesburg on this 14th day of October 1996.

R. Volsen, for Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6384.)

Case No. 2625/96
PH 196

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

**In the matter between NBS BANK LIMITED, Plaintiff, and ADAMS, JOHN LESLIE, First Defendant, and
ADAMS, PEGGY RUTH, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 14 November 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, Johannesburg, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 688, in the Township of Naturena, Registration Division IQ, Province of Gauteng, in extent 1 644 (one thousand six hundred and forty-four) square metres, situated at 21 Carmen Street (Seventh Off Malta), Naturena, Johannesburg

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence*: Single storey dwelling, detached, built of face brick under brown flat tiled roof. *Floors*: Fitted carpets and tiles, comprising lounge, dining-room, bar, entrance hall, kitchen, three bedrooms, walk in cupboard, two bathrooms and two w.c.'s. *Outbuildings*: Two garages, carport and concrete boundary walls.

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

Dated at Johannesburg on this 14th day of October 1996.

R. Volsen, for Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6953.)

Case No. 11624/95
PH 196

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

**In the matter between NBS BANK LIMITED, Plaintiff, and MOEPENG, RODNEY POTLAKO, First Defendant, and
MOEPENG, PINDILE, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Incorporated, Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 14 November 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 1052, in the Township of Zakariyya Park Extension 4, Registration Division IQ, Province of Gauteng, in extent 480 (four hundred and eighty) square metres, situated at 1052 Sweetbay Crescent, Zakariyya Park Extension 4.

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, three bedrooms, bathroom and w.c.. *Outbuildings*: Face brick boundary walls.

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

Dated at Johannesburg on this 14th day of October 1996.

R. Volron, for Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6783.)

Case No. 47451/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and KARINDA DE WET, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 1 August 1996 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 22 November 1996 at 11:00, at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), to the highest bidder:

Certain—

(a) Section 1, as shown and more fully described on Sectional Plan SS976/1995 in the scheme known as Doorn 5/1110 in respect of the land and building or buildings situated at Portion 5 of the Erf 1110, Doornpoort Township, Local Authority: City Council of Pretoria, measuring 136 square metres;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 359A Raasblaar Street, Doornpoort, 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 deed act where applicable.

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

Description of property: Duet, lounge, dining-room, kitchen, three bedrooms, one and a half bathrooms, two showers and two w.c.'s. *Outbuildings*: Double garages with toilet, garden, parking, concrete and brick walls and concrete paving.

Payment: The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within 14 (fourteen) 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 the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Dated at Pretoria on this 16th day of October 1996.

C. Lindeque, for Shapiro & De Meyer Incorporated, Third Floor, Shapiro Chambers, Bureau Lane (P.O. Box 196 and 6290), Pretoria, 0001. (Tel. 328-5847/326-2156.) (Ref. KB/N2100.)

Case No. 17807/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and HENDERIK FREDERICK CHRISTOFFEL VENTER, First Defendant, and ALETTA ELIZABETH VENTER, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 9 April 1996 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 20 November 1996 at 10:00, at Fehrs Avenue Centre, 130A Struben Street, Pretoria, to the highest bidder:

Certain:

1. (a) Section 2, as shown and more fully described on Sectional Plan SS182/94 in the scheme known as Eras 143 in respect of the land and building or buildings situated at Erf 143, Erasmuskloof Extension 3 Township, Registration Division JR, Transvaal, Local Authority City Council of Pretoria, measuring 222 square metres.

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

2. An exclusive use area described as Garden T1 measuring 409 square metres, being as such part of the common property, comprising the land and the scheme known as Eras 143, in respect of the land and building or buildings situated at Erf 143, Erasmuskloof Extension 3 Township, Local Authority Pretoria as shown and more fully described on Sectional Plan SS182/1994 held under Notarial Deed of Cession SK1682/1994S, situated at 14 Okiep Street, Erasmuskloof Extension 3, 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: Duet, lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, two showers, two w.c.'s, TV-room and stoep/braai. *Outbuildings:* Double garage, verandah, garden, brick walls, paving and courtyard. *Other:* Bathroom, w.c., store and swimming-pool.

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 Pretoria-East, Fehrs Avenue Centre, 130A Struben Street, Pretoria.

Dated at Pretoria on this 16th day of October 1996.

C. Lindeque, Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane (P.O. Box 196 and 6290), Pretoria, 0001. (Tel. 328-5847/326-2156.) (Ref. KB/N1332.)

Case No. 65619/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and THE TRUSTEES FROM TIME TO TIME OF THE OLYMPIA TRUST, First Defendant, and ETIENNE ADALBERT ERNEST, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 3 October 1996 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court at Fehrs Avenue Centre, 130A Struben Street, Pretoria, on 20 November 1996 at 10:00, to the highest bidder:

Certain—

(a) Section 35 as shown and more fully described on Sectional Plan SS914/95 in the scheme known as Bridgewood in respect of the land and building or buildings situated at Lynnwood Ridge Township, Central Pretoria Metropolitan Substructure, measuring 134 square metres;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 123 Tullip Street, Lynnwood Ridge, Pretoria.

Terms and conditions:

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

2. The following improvements are known of which nothing is guaranteed: *Simplex:* Lounge/dining-room, kitchen, three bedrooms, two bathrooms, two showers and two w.c.'s. *Outbuildings:* Single garage, patio/verandah, tennis court, pool, garden, laundry, recreation room, parking, walls, pavings, intercom, steps and security.

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 Pretoria East, Fehrs Avenue Centre, 130A Struben Street, Pretoria.

Dated at Pretoria on this 16th day of October 1996.

C. Lindeque, Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane (P.O. Box 196 and 6290), Pretoria. Tel. 328-5847 and 326-2156.) (Ref. KB/N2196.)

Case No. 48827/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and JOHANNES CHRISTOFFEL WAGNER, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 3 October 1996 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord) on 22 November 1996 at 11:00, to the highest bidder:

Certain Portion 79 of Erf 2265, situated in the Township of Doornpoort, Registration Division JR, Transvaal, measuring 450 square metres, situated at 5 Poppy Oord, Doornpoort, 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 Magistrate's Court 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: *Dwelling:* Lounge, dining-room, kitchen, two bedrooms, bathroom, shower, toilet, pergola and stoep. *Outbuildings:* Carport, toilet, brick walls, drive and paving and forest fencing.

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

Conditions: The full conditions of sale may be inspected at the Sheriff's Offices at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Dated at Pretoria on this 16th day of October 1996.

C. Lindeque, Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane (P.O. Box 196 and 6290), Pretoria. Tel. 328-5847 and 326-2156.) (Ref. KB/N2113.)

Case No. 56970/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and THE TRUSTEES FROM TIME TO TIME OF THE OLYMPIA TRUST, First Defendant, and ETIENNE ADALBERT ERNST, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 2 October 1996 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 20 November 1996 at 10:00, at Fehrs Avenue Centre, 130A Struben Street, Pretoria, to the highest bidder:

Certain:

(a) Section 41 as shown and more fully described on Sectional Plan SS914/95 in the scheme known as Bridgewood in respect of the land and building or buildings situated at Lynnwood Ridge Township, Central Pretoria Metropolitan Substructure, measuring 134 square metres.

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 122 Tullip Street, Lynnwood Ridge, 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 Magistrate's Court 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: Simplex, lounge/dining-room, kitchen, three bedrooms, two bathrooms, two showers and two w.c.'s. *Outbuildings:* Garage, patio/verandah, tennis court, pool, garden, laundry, recreation room, parking, walls and paving, intercom system, steps and security.

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 Pretoria East, Fehrs Avenue Centre, 130A Struben Street, Pretoria.

Dated at Pretoria on this 16th day of October 1996.

C. Lindeque, for Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane (P.O. Box 196 and 6290), Pretoria. (Tel. 328-5847 and 326-2156.) (Ref. KB/N2087.)

Saak No. 6935/96

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

In die saak tussen **SAAMBOU BANK BEPERK**, voorheen bekend as **SAAMBOU NASIONALE BOUVERENIGING BEPERK** (Reg. No. 87/05437/06), Eiser, en **DONN-JUAN STANDER**, Eerste Verweerder, en **ERIKA STANDER**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 14 Augustus 1996, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 14 November 1996 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 588, dorpsgebied Kempton Park-Wes, Registrasieafdeling IR, Gauteng, in die distrik Kempton Park, groot 612 (ses een twee) vierkante meter, ook bekend as Fisantstraat 11, Kempton Park-Wes, Kempton Park.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, sinkdak, bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet. Buitegeboue bestaan uit swembad en rylaan. Eiendom is omhein met betonmure.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

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

Gedateer te Kempton Park op hierdie 16de dag van Oktober 1996.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees & Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. Mev. Swanepoel/S1439/CDS390.)

Saak No. 7590/96

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

In die saak tussen **NBS BANK BEPERK**, voorheen bekend as **NATAL BOUVERENIGING BEPERK** (Reg. No. 87/01384/06), Eiser, en **L. BOUCHER**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 13 September 1996, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 14 November 1996 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Gedeelte 29 van Deelplan SS755, bekend as Kemptonian geleë te Gedeelte 57 ('n gedeelte van Gedeelte 45) van die plaas Zuurfontein 33, Registrasieafdeling IR, Gauteng, en res van Gedeelte 59 ('n gedeelte van Gedeelte 45) van die plaas Zuurfontein 33, Registrasieafdeling IR, provinsie Gauteng, in die distrik Kempton Park/Tembisa Metropolitaanse Substruktuur, groot 70 (sewentig) vierkante meter, ook bekend as Kemptonian 29, Gebou 4, Casuarinastraat, Kempton Park.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer en toilet. Buitegeboue bestaan uit 'n rylaan. Eiendom kompleet omhein.

Voorwaardes van verkoping:

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

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

Gedateer te Kempton Park op hierdie 8ste dag van Oktober 1996.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. Mev. Swanepoel/N1260/CDN784.)

Saak No. 1770/96

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

In die saak tussen **SAAMBOU BANK BEPERK**, voorheen bekend as **SAAMBOU NASIONALE BOUVERENIGING BEPERK** (Reg. No. 87/05437/06), Eiser, en **E. G. VAN DER MERWE**, Eerste Verweerder, en **V. S. A. VAN DER MERWE**, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros, Kempton Park, en 'n lasbrief vir eksekusie gedateer 4 September 1996, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 14 November 1996 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 945, dorpsgebied Rhodesfield-uitbreiding 1, Kempton Park, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 1 158 (een een vyf agt) vierkante meter, ook bekend as Proctorstraat 5, Rhodesfield-uitbreiding 1, Kempton Park.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en twee toilette. Buitegeboue bestaan uit motorhuis, afdak en rylaan. Eiendom is omhein met betonmure.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.
2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die betrokke Balju. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 9de dag van Oktober 1996.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. Mev. Swanepoel/S1409/CDS363.)

Case No. 49999/96

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

In the matter between **NBS BANK LIMITED**, Plaintiff, and **JAN PALMER**, First Defendant, and **SUSANNA JOHANNA PALMER**, Second Defendant

A sale in execution will be held on 12 November 1996 at 10:00, at NG Sinodal Centre, 234 Visagie Street, Pretoria, of:

Remaining extent of Portion 1 of Erf 88, situated in the Township of Jan Niemandpark, Registration Division JR, Gauteng, measuring 743 square metres, known as 124 Tortelduif Street, Jan Niemandpark.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, brick walls, IBR pitched roof, fitted carpets, novilon, lounge, dining-room, kitchen, three bedrooms, bathroom, w.c. front stoep, laundry, outside w.c., boundary, concrete walls, trellis and pavings.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.1703.)

Case No. 19888/96

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

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **MASELI, PRINCE TSIDISO**, First Defendant, and **MASELI, NHLAMBASE SANNA**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale without a reserve price will be held at the office of the Sheriff, c/o De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 14 November 1996 at 10:00, of the undermentioned property of the Defendants and the conditions will be available for inspection prior to the sale at the offices of the Sheriff, N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging:

Erf 770, Zakariyya Park Extension 4, measuring 514 square metres, Registration Division IQ, Transvaal, held by the Defendants under Title Deed T64867/95.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Tiled roof dwelling comprising of lounge, three bedrooms, bathroom, separate w.c. and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, a guarantee to be furnished within 14 (fourteen) days from 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 R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charge R260 (two hundred and sixty rand).

Dated at Roodepoort this 14th day of October 1996.

Van den Berg & Kotzé, 37 Ontdekkers Avenue, Florida Park Extension 1 (Tel. 475-8080.) (Ref. Mr Kotze/IVD/1193.) C/o Edgar Salmon & Salmon, Kelhof, Pritchard Street, Johannesburg. (Ref. Mr H. Salmon.)

Saak No. 2619/96

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen NBS BANK BEPERK, Eiser, en LILLIAN MMABAENG NONTENJWA, Verweerder

Ingevolge 'n uitspraak in die Landdroshof te Randfontein op 5 September 1996 en 'n lasbrief vir eksekusie gedateer 6 September 1996, sal die volgende eiendom op 22 November 1996 om 10:00, te die Baljukantoor, Pollockstraat 19, Randfontein, aan die hoogste bieder verkoop word:

Erf 2209, Toekomsrus-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 368 (driehonderd agt-en-sestig) vierkante meter, gehou kragtens Akte van Transport T3512/1995 (Kraairivierstraat 2209, Toekomsrus, Randfontein), met die volgende verbeterings daarop, waarvoor geen waarborg verskaf word nie: Woonhuis bestaande uit twee slaapkamers, sitkamer, kombuis, badkamer, toilet en motorafdek.

Verkoopvoorwaardes:

1. Die eiendom sal aan die hoogste bieder verkoop word, onderhewig aan die bepalings en voorwaardes van die Wet op Landdroshowe, die reëls daarkragtens uitgevaardig en die titelvoorwaardes insoverre van toepassing is.

2. Die koopprys sal betaal word teen 10% (tien persent) daarvan in kontant op die dag van die veiling, die balans van die koopprys plus enige rente betaalbaar, sal in kontant teen registrasie van transport van die eiendom in die naam van die koper betaalbaar wees, maar moet intussentyd verseker word deur 'n aanvaarbare bank- of bouverenigingwaarborg.

3. Die eiendom word voetstoots verkoop en nóg die Balju nóg die Vonnisskuldeiser sal aanspreeklik gehou word vir enige gebreke, latent of andersins, aan of in die eiendom.

Die volle verkoopvoorwaardes kan by die kantoor van die Balju te Pollockstraat 19, Randfontein, nageslaan word.

Geteken te Randfontein op hierdie 11de dag van Oktober 1996.

C. J. le Roux, vir C. J. le Roux Prokureurs, Parkstraat 5, Randfontein; Posbus 8, Randfontein, 1760. (Tel. 412-2820.) (Verw. mev. Nolan/lw.)

**Case No. 10138/96
PH 416**

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ZANETTI, LUCIANO, First Defendant, and ZANETTI, BRONWYNN NORMA, 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, Germiston North, at Fourth Floor, Standard Towers, President Street, Germiston, on 28 November 1996 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 305, Hurlyvale Extension 1, Registration Division IR, the Province of Gauteng, held under Deed of Transfer T44029/1995, situated at 30 St Anne's Street, Hurleyvale Extension 1, area 1 000 square metres.

Improvements (not guaranteed): Single storey, two bedrooms, bathroom, kitchen, lounge and garage.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per centum) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per centum) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 13th day of October 1996.

Biccari, Banchetti, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate (P.O. Box 92441), Norwood, 2117. (Tel. 880-9002/3/4.) (Ref. A. Bollo/fg/P253.)

Saak No. 1057/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen NEDCOR BANK BEPERK, Eiser, en VUSUMUZI ZACARIA SISHI, Eerste Verweerder, en MUHLE BETTY SISHI, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 29 April 1996 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 13 November 1996 om 12:00, te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping.

Erf 2222, Uitbreiding 8, geleë in die dorp eMbalenhle, Registrasieafdeling IS, Mpumalanga.

Beskrywing van eiendom: Twee slaapkamers, kombuis, toilet, badkamer, sitkamer en draadomheining.

Groot: 264 (tweehonderd vier-en-sestig) vierkante meter.

Geteken te Secunda op hede hierdie 16de dag van Oktober 1996.

A. J. G. Viljoen, vir Vos, Viljoen & Becker Prokureurs, Eerste Verdieping, S.A. Permgebou, Secunda. [Tel. (017) 631-2550.]

Saak No. 2641/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen NBS BANK BEPERK, Eiser, en LUCAS ABRAHAM RAMMUTLE, Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 9 September 1996, sal die volgende eiendom in eksekusie verkoop word by die kantoor van die Balju, Rotterdamweg 5, Evander, op Woensdag, 13 November 1996 om 12:00, aan die hoogste bieder vir kontant of per bankgewaarborgde tjek, naamlik:

Erf 408, Uitbreiding 5, Lebohang-dorpsgebied, Registrasieafdeling IR, Mpumalanga, gehou kragtens Akte van Transport TL59578/89, groot 280 (tweehonderd en tagtig) vierkante meter.

Terme: 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, versekureer te word deur 'n goedgekeurde bankwaarborg gelewer te word binne 21 (een-en-twintig) dae daarna, asook 5% (vyf persent) afslaerskommissie op die eerste R30 000 van die koopprys en 3% (drie persent) daarna met 'n maksimum kommissie van R7 000 en 'n minimum kommissie van R260, wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Rotterdamweg 5, Evander, besigtig word.

Geteken te Secunda hierdie 15de dag van Oktober 1996.

Els Prokureurs, Checkersgebou, Posbus 47, Secunda. [Tel. No. (017) 634-7788.]

**Case No. 14611/96
PH 416**

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and R M CARRINGTON PROPERTY CC, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on 28 November 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 1511, Malvern Township, situated at 49 St Amant Street, Malvern, area 495 square metres.

Improvements (not guaranteed).

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per centum) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per centum) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 13th day of October 1996.

Biccari, Banchetti, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate (P.O. Box 92441), Norwood, 2117. (Tel. 880-9002/3/4.) (Ref. A. Bollo/lgs/N548.)

Case No. 17266/96
PH 416

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SMIT, DEBORAH URSULA, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Germiston North, at Fourth Floor, Standard Towers, President Street, Germiston, on 28 November 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Portion 19 of Erf 563, Eastleigh, Registration Division IR, Province of Gauteng, held under Deed of Transfer T52381/1995, situated at 6 Short Street, Eastleigh, area 991 square metres.

Improvements (not guaranteed): Single storey, two bedrooms, bathroom, kitchen, lounge and garage.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per centum) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this 10th day of October 1996.

Biccari, Banchetti, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate (P.O. Box 92441), Norwood, 2117. (Tel. 880-9002/3/4.) (Ref. A. Bollo/fg/P306.)

Case No. 18773/96
PH 416

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and GIERKE, RIAAN JOHAN, First Defendant, and KAPP, LORAINE, 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, Vereeniging, at 28 Kruger Avenue, Vereeniging, on 28 November 1996 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 994, Risiville Extension, Registration Division IR, Province of Gauteng, held under Deed of Transfer T28799/96, situated at 39 Raymond Street, Risiville, Vereeniging, area 1 003 square metres.

Improvements (not guaranteed): Single storey, two bedrooms, bathroom, kitchen and lounge.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per centum) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per centum) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 13th day of October 1996.

Biccari, Banchetti, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate (P.O. Box 92441), Norwood, 2117. (Tel. 880-9002/3/4.) (Ref. A. Bollo/lgs/P313.)

Case No. 16973/96
PH 128IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and THERON, PETRUS WILLEM (ID 5506105076005), Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Randburg, 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie, Randburg, on Tuesday, 12 November 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 for the Supreme Court, Randburg, 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie, Randburg, prior to the sale:

Erf 182, Kensington B Township, Registration Division IR, Gauteng, being 39 Frere Street, Kensington B, measuring 991, square metres.

Use zone: Residential 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of entrance hall, lounge, dining-room, sun room, four bedrooms, kitchen, bathroom/toilet, bathroom/toilet/shower, laundry room, dressing-room and a flatlet consisting of lounge, dining-room, kitchen and bathroom/toilet/shower. *Outbuildings:* Three garages; utility room and toilet/shower.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 30 days from the date of sale.

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) up to a maximum fee of R7 000, minimum charges R260.

Dated at Johannesburg this the 7th day of October 1996.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, Second Floor, Ten Sixty Six, 35 Pritchard Street, Johannesburg; P.O. Box 785812, Sandton, 2146. (Tel. 881-9800.) [Ref. Mr Carter/sn/T.838(gg).]

Case No. 17132/96

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

In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and KALIPA, CLIFFORD, First Defendant, and KALIPA, MAKHOSAZANA WINIFRED, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Overvaal, at 28 Kruger Avenue, Vereeniging, on Thursday, 14 November 1996 at 10:00, of the undermentioned property of the Defendants on the conditions of sale to be read out by the auctioneer at the time of the sale:

Description: Erf 5963, Ennerdale Extension 8 Township, Registration Division IQ, Province of Gauteng, measuring 364 (three hundred and sixty-four) square metres, held under Deed of Transfer T14143/1994, and situated at 5963 Pyrrhotite Street, Ennerdale Extension 8 (hereinafter referred to as the property).

Zoned: Residential.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey residential building of brick walls, tiled roof, consisting of a lounge, kitchen, three bedrooms, bathroom, w.c. and the boundary is fenced.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the Local Government Ordinance.

(c) A deposit of 10% (ten per cent) of the purchase price is to be paid in cash on the day of the bid, together with interest thereon at the rate of 21,25% (twenty-one comma two five per cent) per annum, with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Dated at Johannesburg on this 9th day of October 1996.

R. D. A. Johnson, for Moodie & Robertson, Attorneys for the Plaintiff, Ninth Floor, Total House, 209 Smit Street, Braamfontein; P.O. Box 4685, Johannesburg, 2000. (Tel. 403-5171.) (Ref. Mr Johnson.)

Case No. 16716/96

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

In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and RAYMAN, RABIA, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Westonaria, at 50 Edwards Avenue, Westonaria, on Friday, 15 November 1996 at 10:00, 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:

Description: Erf 136, Lenasia South Extension 1 Township, Registration Division IQ, Province of Gauteng, measuring 462 (four hundred and sixty-two) square metres, held under Deed of Transfer T18101/1996, and situated at 136 Devon Crescent, Lenasia South Extension 1 (hereinafter referred to as the property).

Zoned: Residential.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey residential building of brick walls, IBR type sheeting roof consisting of a lounge, family room, entrance hall, dressing-room, patio, dining-room, study, kitchen, three bedrooms, bathroom, two showers and three w.c. The outbuildings consist of four garages, servant's quarter and the boundary has brick walls.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the Local Government Ordinance.

(c) A deposit of 10% (ten per cent) of the purchase price is to be paid in cash on the day of the bid, together with interest thereon at the rate of 21,25% (twenty-one comma two five per cent) per annum, with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 50 Edwards Avenue, Westonaria.

Dated at Johannesburg on this 9th day of October 1996.

R. D. A. Johnson, for Moodie & Robertson, Attorneys for the Plaintiff, Ninth Floor, Total House, 209 Smit Street, Braamfontein; P.O. Box 4685, Johannesburg, 2000. (Tel. 403-5171.) (Ref. Mr Johnson.)

Case No. 1623/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF VEREENIGING HELD AT MEYERTON

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ZACHARIAS, JOHANNES VERSTER, First Defendant, and CORNELIA, MAGRIETA VERSTER, Second Defendant

On 28 November 1996 at 10:00, a public auction will be held at 51 Loch Street, Meyerton, at which the deputy of the Magistrates' Court will, pursuant to the judgement of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Certain Portion 87 (a portion of Portion 2) of Erf 1053 situated in the Township of Meyerton, Registration Division IR, Province of Gauteng, situated at 3 Minnaar Street, Meyerton, measuring 1 066 (one thousand and sixty-six) square metres.

Improvements: (These improvements are not warranted to be correct and are not guaranteed) a sinc roff dwelling consisting of lounge, dining-room, TV room, three bedrooms, kitchen, two bathrooms and toilets. *Outbuildings:* Dubbel Garage, precast/wire fencing and borehole.

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 19,25% (nineteen comma two five per cent) per annum at the time of the preparation of these conditions from date of sale to date of payment.
3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or one thousand rand (whichever is the greater) together with Sheriff's commission and 14% (fourteen per centum) 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 15th day of October 1996.

B. L. du Plessis, for Bernard L. du Plessis, corner of Messrs Jonker Smit Inc., Fenton Street, Meyerton. [Tel. (011) 907-1216.] (Ref. Mr du Plessis/SB/21052.)

Case No. 1468/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF VEREENIGING HELD AT MEYERTON

In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and EMMANUEL SHIBA, First Defendant, and KUZIWE JOSEPHINE SHIBA, Second Defendant

On 28 November 1996 at 10:00, a public auction will be held at 51 Loch Street, Meyerton, 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 10 (a portion of Portion 2) of Erf 2 Township of Kliprivier, Registration Division IR, Province of Gauteng, situated at 124 Danie Bezuidenhout Street, Kliprivier, Meyerton, measuring 1 100 (one thousand one hundred) square metres.

Improvements: (These improvements are not warranted to be correct and are not guaranteed) a tiled roof dwelling consisting of lounge, dining-room, three bedrooms, one kitchen & laundry & 1.5 bathrooms and toilet. *Outbuildings:* Dubbel Garage, precast walls.

The material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act 1944 and the rules made thereunder or any amendment thereof substitution therefore and, subject thereto, the property shall be sold voetstoots to the highest bidder.
2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 20,25% (twenty comma two five per cent) per annum at the time of the preparation of these conditions from date of sale to date of payment.
3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or one thousand rand (whichever is the greater) together with Sheriff's commission and 14% (fourteen per centum) 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 15th day of October 1996.

B. L. du Plessis, for Bernard L. du Plessis, corner of Messrs Jonker Smit Inc., Fenton Street, Meyerton. [Tel. (011) 907-1216.] (Ref. Mr du Plessis/SB/20727.)

Case No. 5939/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and LEGASA JOHANNES MSIZA, First Defendant, and MKETSANE ROSE MSIZA, Second Defendant

On 29 November 1996 at 15:00, a public auction will be held at 66 Fourth Street, Springs, 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 1 of Erf 634, Modder East Township, Registration Division IR, Province of Gauteng, situated at 5 Kouga Road, East Vale, Springs, measuring 1 051 (one thousand and fifty-one) square metres.

Improvements (these improvements are not warranted to be correct and are not guaranteed): An tiled roof, brick dwelling consisting of lounge, dining-room, five bedrooms, kitchen, laundry and two and a half bathrooms. *Outbuildings*: Two garages.

The material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof substitution therefore and, subject thereto, the property shall be sold voetstoots to the highest bidder.

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 20,25% (twenty comma two five per cent) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per cent) of the price or R1 000 (one thousand rand) (whichever is the greater), together with Sheriff's commission and 14% (fourteen per cent) VAT immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for all 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 9th day of October 1996.

Bernard L. du Plessis, c/o Messrs Charles Sherman, Levin & Prosser Inc., Seventh Floor, Standard Bank Arcade, corner of Third Avenue and Fourth Street, Springs, 1560. (Ref. Mr Du Plessis/SB/20963.)

Case No. 17564/95
PH 2

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

In the matter between SANDTON SQUARE FINANCE (PTY) LTD, First Applicant, LIBERTY LIFE ASSOCIATION OF AFRICA LTD, Second Applicant, ESKOM PENSION & PROVIDENT FUND, Third Applicant, STANDARD BANK GROUP PENSION FUND, Fourth Applicant, and TRANSNET PENSION FUND, Fifth Applicant, and FORTE DEI MARMI INVESTMENTS (PTY) LIMITED, Respondent

In the execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale with a reserve price of R681 667, will be held by the Sheriff, at the salesroom of the Sheriff, situated at 9 St Giles Street, Kensington B, on 15 November 1996 at 10:00, of the undermentioned property of Giampiero Biagi, on the conditions to be read out by the auctioneer at the salesroom of the Sheriff at the above-mentioned address:

The property is at 2 Ayr Road, Athol, Sandton (corresponding to Erf 86, Athol Extension 7 Township), held by Deed of Transfer T17423/93, being the residential home under tiles, comprising lounge, dining-room, two bathrooms, five bedrooms, kitchen, servants' quarters, store-room, double garage, swimming-pool and wooden windows. The property has stone walling and fencing.

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 fourteen (14) days from the date of sale.

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 9 St Giles Street, Kensington B.

Dated at Johannesburg on this 10th day of October 1996.

Moss-Morris Inc, Applicant's Attorneys, 11th Floor, Schreiner Chambers, 94 Pritchard Street, Johannesburg, 2001; P.O. Box 786728, Sandton, 2146. (Tel. 884/9367.) (Ref. Ms B. Forman/HF.)

Case No. 4229/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and SIXTY-FOUR 6TH AVENUE INANDA CC, Defendant

A sale without reserve will be held at the Sheriff's Office, 9 St Giles Street, Kensington B, Randburg, Gauteng, on Friday, 15 November 1996 at 10:00, of the undermentioned property, on conditions which may be inspected at 10 Conduit Street, Kensington B, prior to the sale:

Remaining Extent of Portion 6 of Erf 2, Inanda, Registration Division IR, Gauteng, measuring 2 067 square metres, held by virtue of Deed of Transfer T17473/92, situated at 62 Sixth Avenue, Inanda, and consisting of lounge, dining-room, three bathrooms, four bedrooms, kitchen, scullery/laundry, servants' quarters, store-room, double garage and swimming-pool.

Improvements described hereunder are not guaranteed.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on this 16th day of October 1996.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenues, Rosebank, Johannesburg. (Tel. 883-2740.)

Case No. 15465/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and MEIRING, CHARL, First Defendant, and MEIRING, ADENA-MARY, Second Defendant

A sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 14 November 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 1559, Turffontein Township, Registration Division IR, Transvaal, measuring 495 square metres, held by virtue of Deed of Transfer T56013/93, being 49 Forost Street, Turffontein, Johannesburg.

The dwelling consists of an entrance hall, lounge, dining-room, family room, three bedrooms, kitchen, bathroom/w.c./shower, separate w.c., three garages, utility room and bathroom/w.c. Improvements described hereunder are not guaranteed.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on 16 October 1996.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. L./Foreclosure/Meiring.)

Case No. 21435/95

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and GREEF, STEVEN JAMES, First Defendant, and
GREEF, BRONWYN, Second Defendant**

A sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 14 November 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 265, Suideroord Township, Registration Division IR, Transvaal, measuring 988 square metres, held by virtue of Deed of Transfer T10682/1995, being 85 Seder Street, Suideroord.

The dwelling consists of an entrance hall, lounge, three bedrooms, bathroom/w.c., bathroom/shower/w.c., kitchen and outside w.c. Improvements described hereunder are not guaranteed.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on 15 October 1996.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. L./Foreclosure/08/Greef.)

Case No. 13835/96

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and FOURIE, NEL-SUE, First Defendant, and
TRETHERWEY, MARJORIE JANE, Second Defendant**

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, 8 Park Street, Kempton Park, on Thursday, 14 November 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, prior to the sale:

Erf 143, Norkem Park Township, Registration Division IR, Transvaal, measuring 999 square metres, held by virtue of Deed of Transfer T81217/94, being 30 Easton Avenue, Kempton Park, and consists of lounge, two toilets, kitchen, two bathrooms, three bedrooms, family/TV-room, dining-room, garage and swimming-pool. Improvements described hereunder are not guaranteed.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on this 9th day of October 1996.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. L./Foreclosure/Fourie.)

Case No. 22802/94

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
MOHAMED HAJEE JOOSUB, Execution Debtor**

In terms of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) dated 18 June 1996 and a warrant of execution dated 11 July 1996, the following property shall be sold in execution, without reserve, to the highest bidder, on 15 November 1996 at 10:00, at the offices of the Sheriff situated at 9 St. Giles Street, Kensington B, namely:

Erf 1331, Douglasdale, Extension 68 Township, Registration Division IQ, Province of Gauteng, measuring 440 (four hundred and forty) square metres, held by Deed of Transfer T49/1996 and also known as 18 Yellowwood Close, corner of Amadina Road, Douglasdale, Extension 68.

Terms: Ten per cent (10%) of the buying price is payable in cash at the time of the sale, and the balance upon registration of the transfer, to be secured by an approved guarantee from a bank of building society produced within fourteen (14) days thereafter.

The conditions of sale may be inspected during ordinary office hours at the Sheriff's Office, 10 Conduit Street, Kensington B. The mentioned conditions of sale will be read out aloud by the Sheriff before the start of the sale.

Dated at Johannesburg on this 8th day of October 1996.

W. J. Cronjé, Aucamp & Cronjé, Plaintiff's Attorneys, First Floor, Momentum Life Building, 12 Baker Street, Rosebank; P.O. Box 1958, Parklands, 2121. Docex 503, Johannesburg. (Tel. 880-9211/2/3. (Ref. Mr Cronjé/vir/S874.94.)

Case No. 10435/90

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and MABOYA, SELLO SOLOMON,
First Defendant, and MABOYA, PHILISILE DIANA, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg, on 14 November 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, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, prior to the sale:

Erf 5965, Pimville, Zone 5 Township, being Stand 5965, Pimville, Zone 5.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A dwelling-house consisting of lounge, dining-room, three bedrooms, kitchen, two bathrooms and toilet. *Outbuildings*: Garage and two rooms.

Terms: 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 30 days from the date of sale.

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) up to a maximum fee of R7 000, minimum charges R260.

Dated at Johannesburg on this 10th day of October 1996.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, Second Floor, Ten Sixty Six, 35 Pritchard Street, Johannesburg; P.O. Box 785812, Sandton, 2146. (Tel. 881-9800.) [Ref. Mr Carter/sn/M.640(gg).]

Case No. 17105/89

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

In the matter between ABSA BANK LIMITED, Plaintiff, and MEKGWE, KHUDUGA MILFORD JOHANNES, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg, on 14 November 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 for the Supreme Court, prior to the sale:

Erf 1862, Protea North Township, being Stand 1862, Protea North.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A dwelling house consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet, shower and toilet, TV room, study 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 30 days from the date of sale.

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) up to a maximum fee of R7 000, minimum charges R260.

Dated at Johannesburg on this 10th day of October 1996.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, Second Floor, Ten Sixty Six, 35 Pritchard Street, Johannesburg; P.O. Box 785812, Sandton, 2146. (Tel. 881-9800.) [Ref. Mr Carter/sn/M1272 (gg).]

Saak No. 8456/96

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

In die saak tussen STANDARD BANK VAN SA BEPERK (62/00738/06), Eiser, en SMIT, JAN ALBERT, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Donderdag, 14 November 1996 om 10:00, deur die Balju vir die Hooggeregshof, Kempton Park, gehou te die Balju se kantoor, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Erf 1726, Van Riebeeckpark-uitbreiding 16-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 919 vierkante meter, gehou kragtens Akte van Transport T63620/95.

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

Straatadres: Lorrainestraat 37, Van Riebeeckpark, Kempton Park.

Verbeterings: Woonhuis met teëldak, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met toilet, garage, steenplaveisel en voorafvervaardigde omheining.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

Terme: 10% (tien persent) van die koopprijs 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, Kempton Park, Parkstraat 8, Kempton Park.

Gedateer te Pretoria hierdie 14de dag van Oktober 1996.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat (Posbus 2205), Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/BVDM/S0389.)

Saak No. 15586/96

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

In die saak tussen STANDARD BANK VAN SA BEPERK (62/00738/06), Eiser, en DE REUCK, CLARISSA, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Dinsdag, 12 November 1996 om 10:00, deur die Balju vir die Hooggeregshof, Pretoria-Sentraal, gehou te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder:

(a) Deel 30, soos getoon en volledig beskryf op Deelplan SS 18/80 in die skema bekend as Incasa, ten opsigte van die grond en gebou of geboue geleë te Erf 1352, Sunnyside (Pta), Plaaslike Owerheid: Stadsraad van Pretoria, van welke deel die vloeroppervlakte, volgens genoemde deelplan 56 (ses-en-vyftig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel, soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST7143/96.

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

Straatadres: Incasa 605, Jorissenstraat 230, Sunnyside, Pretoria.

Verbeterings: Deeltitelwoonstel met sitkamer, kombuis, slaapkamer, badkamer en toilet asook motorafdak.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

Terme: 10% (tien persent) van die koopprijs 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, Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria.

Gedateer te Pretoria hierdie 11de dag van Oktober 1996.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat (Posbus 2205), Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/BVDM/S1234/13.)

Case No. 8432/92

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

**In the matter between THE STANDARD BANK OF SA LTD, Plaintiff, and
JAN HERMANUS MULLER BRONKHORST, Defendant**

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held in front of the Magistrate's Office, Pietersburg, Landdros Maré Street, Pietersburg, on Friday, 8 November 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 47, situated in the Township of Welgelegen, Registration Division LS, Transvaal (also known as 150 Kommandant Danie Theron Street, Welgelegen, Pietersburg), measuring 1444 (one thousand four hundred and forty-four) square metres, held by Deed of Transfer T47473/90, subject to the conditions contained in the general deed of transport and especially to the reservation of mineral right.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, study, kitchen, laundry, three bedrooms, bathroom, bathroom/w.c., w.c., two garages, carport and servant's w.c.

10% (ten per cent) of the purchase price and 5% (five per cent) auctioneer charges on the first R30 000 (thirty thousand rand) and 3% (three per cent) thereafter in cash, plus VAT, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

Dated at Pretoria this 16th day of October 1996.

E. M. Eybers, for Adams & Adams, Adams & Adams Place, 1140 Prospect Street, Hatfield, Pretoria. [Tel. (012) 481-1500.] (Ref. EME/ep S508/92.)

Case No. 25099/92

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NAIDOO, MADRA MUTHOO, First Defendant, and
NAIDOO, GENGAMMA, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Westonaria, at 50 Edwards Avenue, Westonaria, on Friday, 15 November 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 228, Lenasia South Extension 1 Township, Registration Division IQ, Transvaal, situated at 228 Albany Street, Lenasia South Extension 1, area 435 (four hundred and thirty-five) square metres.

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

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R7 000 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand).

Dated at Johannesburg on this 9th day of October 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N8237E/mgh/tf.)

Case No. 19333/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and HESS, FLORIAN FRIEDEL BRUNO, 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, Springs, at 56 12th Street, Springs, on Friday, 15 November 1996 at 11:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 425, Daggafontein Extension 2 Township, Registration Division IR, Transvaal, situated at 9 Dabchick Road, Daggafontein Extension 2, area 2 476 (two thousand four hundred and seventy-six) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, seven other rooms and swimming-pool.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R7 000 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand).

Dated at Johannesburg on this 3rd day of October 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N7639E/mgh/tf.)

Case No. 14293/89

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MAKHOBHA, PHILLEMONT VUSI, 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, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 14 November 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

All right, title and interest in the leasehold in respect of Erf 522, Tsenolong Township, Registration Division IR, Transvaal, situated at 522 Tsenolong Section, area 263 (two hundred and sixty-three) square metres.

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

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R7 000 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand).

Dated at Johannesburg on this 7th day of October 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N4171E/mgh/tf.)

Case No. 19650/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MORITZ, JACOBUS PIETER, 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, Krugersdorp, at Klaburn Court, 22B Ockerse Street, Krugersdorp, on Wednesday, 13 November 1996 at 10:00, of the undermentioned property of the Defendant 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 Portion 22 (a portion of Portion 1) of the farm Waterval 174, Registration Division IQ, Transvaal, situated at 109 Nellie Street, Waterval 174, Krugersdorp, area 683 (six hundred and eighty three) square metres.

Improvements (not guaranteed): Three bedrooms, bathroom and three other rooms.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R7 000 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand).

Dated at Johannesburg on this 9th day of October 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N4923E/mgh/tf.)

Case No. 19081/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and CORNOFSKY, BEVERLY-ANN, 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, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 14 November 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 471, The Hill Extension 1 Township, Registration Division IR, Transvaal, situated at 68 Southern Klipriviersberg Road, The Hill Extension 1, area 714 (seven hundred and fourteen) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, two other rooms, garage, carport, swimming-pool and flatlet.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R7 000 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand).

Dated at Johannesburg on this 11th day of October 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N5888E/mgh/tf.)

Case No. 19072/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BAZSO, SANDOR ISTVAN, 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, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 14 November 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 may be inspected at the offices of the Sheriff, prior to the sale:

Certain: Remaining Extent of Erf 70, Townsview Township, Registration Division IR, Transvaal.

Situation: 25 North Street, Townsview.

Area: 496 (four hundred and ninety-six) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, six other rooms, garage and carport.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R7 000 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand).

Dated at Johannesburg on this 9th day of October 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N7526E/mgh/tf.)

Case No. 20938/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOSEHLA, LUCKY LESLIE, 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, Johannesburg West (Soweto West), at 131 Marshall Street, Johannesburg, on Thursday, 14 November 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 may be inspected at the offices of the Sheriff, prior to the sale:

Certain: Erf 3495, Protea Glen Extension 2 Township, Registration Division IQ, Transvaal.

Situation: Erf 3495, Protea Glen Extension 2.

Area: 264 (two hundred and sixty-four) square metres.

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

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R7 000 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand).

Dated at Johannesburg on this 9th day of October 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N5057E/mgh/tf.)

Case No. 18399/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BECKER, JURIE JOHN, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg West, at 131 Marshall Street, Johannesburg, on Thursday, 14 November 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 may be inspected at the offices of the Sheriff, prior to the sale:

Certain: Portion 4 of Erf 1751, Triomf Township, Registration Division IQ, Province of Gauteng.

Situation: 25 Edward Avenue, Triomf.

Area: 505 (five hundred and five) square metres.

Improvements (not guaranteed): Three bedrooms, one and a half bathrooms and three other rooms.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R7 000 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand).

Dated at Johannesburg on this 9th day of October 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N7394E/mgh/tf.)

Case No. 26589/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MZINYATHI, NOKWALI IRIS, 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, Johannesburg West (Soweto West), at 131 Marshall Street, Johannesburg, on Thursday, 14 November 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 may be inspected at the office of the Sheriff, prior to the sale:

All right, title and interest in the leasehold in respect of Lot 265, Emdeni Township.

Situation: 265 Diliza Street, Emdeni.

Area: 260 (two hundred and sixty) square metres.

Improvements (not guaranteed): Two bedrooms and two other rooms.

Terms: A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R7 000 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand).

Dated at Johannesburg on this the 11th day of October 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N5527E/mgh/tf.)

Case No. 30244/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MANGERA, ABOOBAKER, 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, Johannesburg South (Lenasia), at 131 Marshall Street, Johannesburg, on Thursday, 14 November 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 may be inspected at the office of the Sheriff, prior to the sale:

Certain: Erf 10000, Lenasia Extension 11 Township, Registration Division IQ, Transvaal.

Situation: 512 Bangalore Drive, Lenasia Extension 11.

Area: 649 (six hundred and forty-nine) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms and three other rooms.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R7 000 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand).

Dated at Johannesburg on this the 14th day of November 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N5793E/mgh/tf.)

Case No. 24283/94

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BASCH, ALEXANDER ADOLF, 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, Johannesburg North, at 131 Marshall Street, Johannesburg, on Thursday, 14 November 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 may be inspected at the office of the Sheriff, prior to the sale:

Certain: Erf 849, Berea Township, Registration Division IR, Transvaal.

Situation: 45 Hillbrow Street, Berea.

Area: 495 (four hundred and ninety-five) square metres.

Improvements (not guaranteed): Four bedrooms, bathroom and three other rooms.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R7 000 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand).

Dated at Johannesburg on this the 14th day of October 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N8317E/mgh/tf.)

Case No. 18571/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and KALAOTE, JOYCE, 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, Johannesburg North, at 131 Marshall Street, Johannesburg, on Thursday, 14 November 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain:

1. A unit consisting of Section 43, as shown and more fully described on Sectional Plan SS52/1981, in the scheme known as Miramar, in respect of the land and building or buildings, situated at Berea Township, in the area of the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area, according to the said sectional plan is 72 (seventy-two) 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, situated at 1003 Miramar, 30 Olivia Road, Berea.

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

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N7418E/mgh/tf.)

Case No. 27101/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MAZIBUKO, MICHAEL DAVID VUSI, First Defendant, and MAZIBUKO, GEORGINAH LINDIWE, 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, Sandton-Midrand, at 9 St Giles Street, Kensington B, Randburg, on Friday, 15 November 1996 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 628, Witkoppen Extension 6 Township, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, situated at 6 Rhinestone Crescent, Witkoppen Extension 6, area 803 (eight hundred and three) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms and two other rooms.

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

Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this the 9th day of October 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N5567E/mgh/tf.)

Case No. 16950/96

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

In the matter between THE STANDARD BANK OF SA LTD, Plaintiff, and MALEFSANE JOSINA MOLEKWA, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria, on Tuesday, 12 November 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 Messcor House, 30 Margaretha Street, Pretoria Central, prior to the sale:

(a) Section 25, as shown and more fully described on Sectional Plan SS176/81, in the scheme known as Paarl, in respect of the land and building or buildings situated at Erf 1124, Arcadia Township (also known as 401 Paarl, 726 Schoeman Street, Arcadia, Pretoria), in the area of the Local Authority Central Pretoria Metropolitan Substructure, of which the floor area according to the said sectional plan is 83 (eighty-three) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST15619/95.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Flat consisting of lounge, dining-room, kitchen, two bedrooms, bathroom, w.c. and carport.

Ten per cent (10%) of the purchase price and 5% (five per cent) auctioneer charges on the first R30 000 and 3% (three per cent) thereafter in cash, plus VAT, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Dated at Pretoria this 17th day of October 1996.

E. M. Eybers, for Adams & Adams, Adams & Adams Place, 1140 Prospect Street, Hatfield, Pretoria. [Tel. (012) 481-1500.] (Ref. EME/ep S1072/96.)

Saak No. 41919/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA BANK BEPERK, Eiser, en SAM JOWAWA SEABELA, Eerste Verweerder, en VICTORIA THANDIWE SEABELA, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Noordoos, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, op 12 November 1996 om 10:00, van:

Erf 86, geleë in die dorpsgebied Nellmapius, Registrasieafdeling JR, Transvaal, groot 215 vierkante meter, gehou kragtens Akte van Transport T14116/95, beter bekend as Matalhastraat 19, Nellmapius.

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

Verbeterings: 'n Baksteenwoonhuis met teëldak, granietvloere, bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer.

Die eiendom is gesoneer vir woondoeleindes.

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

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

Saak No. 11875/96

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en LETHUBA FRANK MANGWALE, Eerste Verweerder, en MALEFUANE CHRISTINA MANGWALE, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Soshanguve, te Landdroshof Soshanguve, op 14 November 1996 om 11:00, van:

Erf 2399, Blok GG, geleë in die dorpsgebied Soshanguve, Registrasieafdeling JR, Transvaal, groot 440 vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag 2292/90, voorheen geregistreer as alle reg, titel en belang in die huurpag, nou eiendomsreg in terme van artikel 2 van Wet No. 112 van 1991, beter bekend as Erf 2399, Blok GG, Soshanguve.

Besonderhede van die eiendom en die verbeterings daarop word hiermee verstrek, maar nie gewaarborg nie: *Verbeterings:* 'n Baksteenwoonhuis met teëldak en granietvloere, bestaande uit 'n sitkamer, kombuis, twee slaapkamers en badkamer.

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

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

Case No. 5630/96

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

In the matter between ABSA BANK LIMITED (TRUSTBANK DIVISION), Plaintiff, and JOHANNES HENDRIK ESPACH, Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 15 November 1996 at 11:00, of:

Erf 326, Montanapark Extension 1 Township, Registration Division JR, Province of Gauteng, measuring 814 square metres, known as 942 Vleivalk Street, Montanapark Extension 1.

Particulars are not guaranteed. Dwelling with lounge, family room, dining-room, kitchen, four bedrooms, bathroom, bath-room/shower, separate toilet, laundry, two garages and toilet.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8420.) (Ref. N1/A-M04519/JAA/J. S. Herbst.)

Case No. 5238/96

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

In the matter between ABSA BANK LIMITED (UNITED DIVISION), Plaintiff, and SIDONIO DA SILVA CARREIRA, First Defendant, and MARIA DE JESUS CARREIRA, Second Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 15 November 1996 at 11:00, of:

Erf 1090, situated in the Township of Annlin Extension 37, Registration Division JR, Province of Gauteng, measuring 519 square metres, known as 101 Gigandra Avenue, Annlin Extension 37.

Particulars are not guaranteed: Vacant land.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8420.) (Ref. N1/A-M04178/JAA/J S Herbst.)

Case No. 7637/1993

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

In the matter between ABSA BANK LIMITED, Plaintiff, and LOUIS NEL, Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 15 November 1996 at 11:00, of:

Erf 169, in the Town of Doornpoort, Registration Division JR, Province of Gauteng, measuring 1 112 square metres, known as 782 Wilger Avenue, Doornpoort.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, two bedrooms, bathroom and outside toilet.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8420.) (Ref. N1/A-M03698/JAA/J S Herbst.)

Case No. 5095/96

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

In the matter between ABSA BANK LIMITED (ALLIED DIVISION), Plaintiff, and MARIUS ADRIAAN MOSTERT, First Defendant, and JOHANNA MAGDALENA MOSTERT, Second Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 15 November 1996 at 11:00, of:

Erf 842, situated in the Township of Doornpoort, Registration Division JR, Province of Gauteng, measuring 1 000 square metres, known as 86 Sandvygie Crescent, Doornpoort.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom, separate toilet, single garage and carport.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8420.) (Ref. N1/A-M04164/JAA/J S Herbst.)

Case No. 702/1992

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

**In the matter between ABSA BANK LIMITED (UNITED DIVISION), Plaintiff,
and FREDDY KHUTSO NONYANE, Defendant**

A sale will be held at the Sheriff, Soshanguve, at the Magistrate's Court, Soshanguve, on Thursday, 14 November 1996 at 11:00, of:

Site 508 BB, together with all erections or structures thereon in the Township of Soshanguve, in the area of Jurisdiction of the Regional Representative of the Department of Development Aid, held under Certificate of Right of Leasehold 508, dated 16 April 1987, as will more fully appear from General Plan PB22/1980, known as R O W Block BB, Soshanguve.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, three bedrooms, two bathrooms, study and single garage.

Inspect conditions at Sheriff, Soshanguve, 5881 Zone 5, Ga-Rankuwa.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311.) (Ref. N1/A-414198/JAA/J S Herbst.)

Case No. 52527/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and CATHLEEN SWANEPOEL, Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 14 November 1996 at 10:00:

(a) Unit 6 and Parking P5, as shown on Sectional Plan SS324/1995 in the building Rustico, situated at Pretoria Township, City Council of Pretoria Local Authority, measuring 70 square metres and 21 square metres; and

(b) an undivided share in the common property in the land and building held under Deed of Transfer ST87123/1995 and Notarial Cession, right of exclusive use dated 16 October 1995, known as Flat 2B, Rustico, 291 President Burger Street, Pretoria West.

Particulars are not guaranteed: Flat with lounge/dining-room, kitchen, one and half bedrooms, bathroom and garage.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311 X8427.) (Ref. M04106/JA/mo.)

Case No. 40007/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and BETSIE DOROTHY WILLIAMS, Defendant

A sale will be held at N.G. Sinodale Centre, 234 Visagie Street, Pretoria, on Tuesday, 12 November 1996 at 10:00:

Portion 45 of Erf 4935, situated in the Township of Eersterust Extension 6, Registration Division JR, Province of Gauteng, measuring 228 square metres, known as 427 James Dewrance Crescent, Eersterust.

Particulars are not guaranteed: Dwelling: One big shell badly vandalized.

Inspect conditions at Sheriff, Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311 X8427.) (Ref. M03645/JA/mo.)

Case No. 59540/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and JAN JOHANNES MURPHY, Defendant

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 14 November 1996 at 10:00:

(a) Unit 2 as shown on Sectional Plan SS468/1996 in the building Rose 5/49, situated at Portion 5 of Erf 49, in the Township of Roseville, Local Authority: City Council of Pretoria, measuring 137 square metres; and

(b) an undivided share in the common property in the land and building held under Deed of Transfer T58302/1994 dated 17 May 1996, known as Unit B, Rose 5/49, 50 Booysen Street, Roseville.

Particulars are not guaranteed: Deut: Lounge, dining-room, kitchen, three bedrooms, bathroom with shower and toilet, bathroom and toilet, garage and toilet.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311 X8427.) (Ref. M04505/JA/mo.)

Case No. 14104/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and ANNA DOROTHEA MINNAAR, Defendant

A sale in execution will be held on Friday, 15 November 1996 at 10:00, by the Sheriff for the Supreme Court, Warmbaths, in front of the Magistrate's Court, Moffat Street, Warmbaths, of:

Portion 106 of the farm Noodhulp 492, Registration Division KR, Northern Province, in extent 8,5657 square metres, known as Portion 106, Noodhulp 492.

Particulars are not guaranteed: Dwelling: Lounge, family room, dining-room, kitchen, three bedrooms, bathroom, study, scullery, four garages, plus flat: Lounge/dining-room/kitchen, two bedrooms and bathroom.

Inspect conditions at Sheriff of the Supreme Court, Warmbaths, Arcade Building, Sutter Road, Warmbaths.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311.) (Ref. N1/B-M03994/JAA/M Oliphant.)

Case No. 8121/1994

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

In the matter between ABSA BANK LIMITED, Plaintiff, and HENDRIK JACOBUS VAN DER MERWE, Defendant

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 15 November 1996 at 11:00:

(a) Unit 32, as shown on Sectional Plan SS3/94 in the building Ilsepark, situated at Erf 1622, in the Township of The Orchards Extension 11, Local Authority: City Council of Akasia, is measuring 62 square metres; and

(b) an undivided share in the common property in the land and building held under Deed of Transfer ST10619/1994, dated 16 February 1994, known as Flat 32, Ilsepark, 201 Hulton Street, The Orchards.

Particulars are not guaranteed: Flat: Lounge/dining-room, kitchen, two bedrooms, bathroom and carport.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311 X8427.) [Ref. N1/B-M04175(419278)/JAA/M Oliphant.]

Case No. 20099/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and THOMPON MITELA MOKHABELA, First Defendant, and HADIYO PAULINAH MOKHABELA, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 22 November 1996 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Vanderbijlpark, Suite C, 5 Rietbok Building, General Hertzog Street, Vanderbijlpark, 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 Stand 18781, Sebokeng Unit 14 Township, Registration Division IQ, Transvaal.

Improvements: Single storey, two bedrooms, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT 1956.)

Case No. 3184/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and LITABA JOSEPH MOFOKENG, First Defendant, and SELINA MALIKOTSI MOFOKENG, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 22 November 1996 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Vanderbijlpark, Suite C, 5 Rietbok Building, General Hertzog Street, Vanderbijlpark, 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 Stand 56621, Sebokeng Unit 3 Township, Registration Division IQ, Transvaal.

Improvements: Single storey, two bedrooms, kitchen, lounge and bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT 1988.)

Case No. 539/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and WILLEM JACOBUS VAN DER MERWE, First Defendant, and HENDRIENA FRANCINA VAN DER MERWE, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at Room 83, The Magistrates' Court Offices, Mark Street, Bethal, on Friday, 8 November 1996 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Bethal, Protea Building, Market Street, Bethal, and will be read out prior to the sale.

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

Property: Portion 2 of Erf 172, New Bethal East Township, Registration Division IS, Transvaal, known as 18A Banglely Street, New Bethal East.

Improvements: 3 Bedrooms, bathroom, kitchen, lounge, dining-room, garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT 2907.)

Case No. 17135/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SHIGADHLA ENOCK MHANGWANI, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Soshanguve, on 14 November 1996 at 11:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Wonderboom/Soshanguve, Portion 83, De Onderstepoort (just north of the Sasko Mills), old Warmbaths Road, Bon Accord, 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 126, situated in the Township of Soshanguve-UU, Registration Division JR, Province of Pretoria-Witwatersrand-Vereeniging.

Improvements: Two bedrooms, bathroom, kitchen and dining-room.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT4454.)

Case No. 14880/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MVULENI STEPHENS THOBELA, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Soshanguve, on 14 November 1996 at 11:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Wonderboom/Soshanguve, Portion 83, De Onderstepoort (just north of the Sasko Mills), old Warmbaths Road, Bon Accord, 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 52, Soshanguve-CC, Registration Division JR, Transvaal.

Improvements: Vacant land.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT2599)

Case No. 15552/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MLawe ROBERT GWEBE, First Defendant, and EVELYN ANGELA GWEBE, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the office of the Sheriff, Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria, on 12 November 1996 at 10:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Pretoria North East, at the above-mentioned address 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 5386, Eersterust Extension 6 Township, Registration Division JR, Pretoria-Witwatersrand-Vereeniging, known as 306 Maya Street, Eersterust Extension 6.

Improvements: Three bedrooms, bathroom, kitchen, lounge and dining-room.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT4390.)

Case No. 16979/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SIMON MOLEFE LETHSABA, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Soshanguve, on 14 November 1996 at 11:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Wonderboom/Soshanguve, Portion 83, De Onderstepoort (just North of the Sasko Mills), old Warmbaths Road, Bon Accord, 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 94, Soshanguve-UU Township, Registration Division JR, Province of Gauteng.

Improvements: Three bedrooms, bathroom, kitchen, dining-room and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT4437.)

Case No. 9970/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, DANIEL VENTER, First Defendant, and
OLGA VENTER, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve in front of the Main Entrance Magistrate's Court, General Hertzog Street, Vanderbijlpark, on 15 November 1996 at 10:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Vanderbijlpark, Suite C, Rietbok Building, General Hertzog Street, Vanderbijlpark, 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: Plot 232, Rosahof Agricultural Holdings Extension 2, Registration Division IQ, Transvaal.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT2475)

Case No. 15855/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PHILIP LONGBOTTOM, First Defendant, and
NATALIE ANNE LONGBOTTOM, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve at Fehrslane Centre, 130B Struben Street, Pretoria, on Wednesday, 20 November 1996 at 10:00.

Full conditions of sale can be inspected at the offices of the Sheriff Pretoria South, Plot 83, Edenpark, 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: Erf 1498, Lyttelton Manor Extension 1 Township, Registration Division JR, Transvaal, known as 25 Hans Strydom Avenue, Lyttelton Manor Extension 1.

Improvements: Three bedrooms, two bathrooms, lounge, dining-room, kitchen and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT4402.)

Case No. 17351/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PIETER JACOBUS JACOBS, First Defendant, and
ERICA JACOBS, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff, Wonderboom/Soshanguve, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 22 November 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 1452, situated in the Town Chantelle Extension 14, Registration Division JR, Transvaal, known as 14 Hibiscus Avenue, Chantelle Extension 14.

Improvements: Lounge, two bedrooms, bathroom, kitchen and pantry.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2677.)

Case No. 1456/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and THAANE SIMONS MOTLOUNG, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of De Klerk Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 21 November 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: Holding 39, Roods Gardens Agricultural Holdings, Registration Division IQ, Transvaal, known as 6 Ken Viljoen Street, Roodstune Township.

Improvements: Three bedrooms, two bathrooms, kitchen, lounge, dining-room and flat.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2949.)

Case No. 16599/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOKWAPE MARIA LETOABA, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the front of the Magistrate's Court, Van Emminis Street, Nylstroom, on Thursday, 14 November 1996 at 10:00.

Full conditions of sale can be inspected at the Sheriff, Nylstroom, 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 993, situated in the Township of Phagament Extension 1, Registration Division KR, Transvaal.

Improvements: Two bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT4436.)

Case No. 17678/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOHANNA MANYESA, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Kabokweni, on Friday, 29 November 1996 at 10:00.

Full conditions of sale can be inspected at the notice-board, Kabokweni Magistrate's Court, and telephone enquiries to the Sheriff, Nsikazi, telephone (01311) 4-9161, and will be read out prior to the sale.

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

Property: Deed of grant rights in respect of Site 1831, in the Township of Kabokweni, District of Nsikazi.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT4416.)

Case No. 17497/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PROPAN INVESTMENTS CC,
No. 90/01001/23, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at Room 603A, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 14 November 1996 at 10:00.

Full conditions of sale can be inspected at the Sheriff, Pretoria West, Room 607, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, and will be read out prior to the sale.

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

Property: Section 44, as shown and more fully described on Sectional Plan SS74/82 in the scheme known as Drakensberg and an undivided share in the common property apportioned to the said section in accordance with the participation quota, known as Flat 503, Drakensberg, 195 Skinner Street, Pretoria.

Improvements: Bedroom, bathroom, lounge and kitchen.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT4477.)

Case No. 16425/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and THABEDI EGGIE MTIMKULU, Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the main entrance, Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 15 November 1996 at 10:00.

Full conditions of sale can be inspected at the Sheriff, Vanderbijlpark, Suite C, Rietbok Building, General Hertzog Street, Vanderbijlpark, 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 Stand 3030, Evaton West Township, Registration Division IQ, Transvaal.

Improvements: Three bedrooms, kitchen, lounge and bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2645.)

Case No. 2560/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CETSHWAYO AMON MSANE, First Defendant, and
CORDELIA NONCEBA MSANE, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve at Fehrs Lane Centre, 130A Struben Street, Pretoria, on Wednesday, 20 November 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: Erf 1086, Noordwyk Extension 9 Township, Registration Division JR, Province of Pretoria-Witwatersrand-Vereeniging, known as 1086 Jacaranda Street, Noordwyk, Extension 9.

Improvements: Three bedrooms, two bathrooms, lounge, dining-room, kitchen, two garages and swimming-pool.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2987.)

Case No. 7259/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and THABO JOHN MADIMABE, Defendant

A sale in execution of the undermentioned property is to be held without reserve at in front of the main entrance Magistrate's Court, Gen. Hertzog Street, Vanderbijlpark, on 15 November 1996 at 10:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Vanderbijlpark, Suite C, Rietbok Building, Gen. Hertzog Street, Vanderbijlpark, 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: All right, title and interest in the leasehold in respect of Stand 205, Sebokeng, Unit 13 Township, Registration Division IQ, Transvaal.

Improvements: Single-storey, two bedrooms, lounge and kitchen.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT2404.)

Case No. 12857/94

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NESHO DAVID MOSHUPYA, First Defendant, and
LEAH MOSHUPYA, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve at in front of the main entrance Magistrate's Court, Gen. Hertzog Street, Vanderbijlpark, on 15 November 1996 at 10:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Vanderbijlpark, Suite C, Rietbok Building, Gen. Hertzog Street, Vanderbijlpark, 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: All right, title and interest in the leasehold in respect of Stand 60467, Sebokeng, Unit 3 Township, Registration Division IQ, Transvaal.

Improvements: Single-storey, two bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT1739.)

Case No. 7692/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SENOKHO BEN MOKHELE, Defendant

A sale in execution of the undermentioned property is to be held without reserve at, in front of the main entrance Magistrate's Court, Gen. Hertzog Street, Vanderbijlpark, on 15 November 1996 at 10:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Vanderbijlpark, Suite C, Rietbok Building, Gen. Hertzog Street, Vanderbijlpark, 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: All right, title and interest in the leasehold in respect of Stand 18199, Sebokeng, Unit 14 Township, Registration Division IQ, Transvaal.

Improvements: Single-storey, two bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT2414.)

Case No. 22739/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and COENRAAD WILLEM FREDERIK GROBLER, First Defendant, and CHRISTINA GROBLER, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at Erf 2531, Secunda Extension 6 Township, also known as 7 Gerhard Maritz Street, Secunda, Extension 6, on 13 November 1996 at 10:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Highveld Ridge, 13 Pennsylvania Road, Evander, 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 2531, Secunda Extension 6 Township, Registration Division IS, Transvaal, known as 7 Gerhard Maritz Street, Secunda, Extension 6.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT2803.)

Case No. 17749/94

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and KGOPE LUCAS MORE, First Defendant and MAHLAO GETRUDE MORE, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the main entrance Magistrate's Court, Gen. Hertzog Street, Vanderbijlpark, on 15 November 1996 at 10:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Vanderbijlpark, Suite C, Rietbok Building, Gen. Hertzog Street, Vanderbijlpark, 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: All right, title and interest in the leasehold in respect of Stand 11728, Sebokeng, Unit 7 Township, Registration Division IQ, Transvaal.

Improvements: Single-storey, two bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT1868.)

Case No. 7262/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NNUKU LYDIA MAFUMA, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Street, Vereeniging, on Thursday, 21 November 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: All right, title and interest to the leasehold in respect of Stand 2539, Stretford Extension 1, Registration Division IQ, Transvaal.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT 2403.)

Case No. 8334/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and VUSIMUZI PATRIC MOFOKENG, First Defendant, and NOMBOLELO ELIZABETH MOFOKENG, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Ermelo, on Thursday, 14 November 1996 at 10:00.

Full conditions of sale can be inspected at the Sheriff, Ermelo, G. F. Botha ABND 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 Erf 3381, situated in the Town of Wesselton Extension 2, Registration Division IT, Transvaal.

Improvements: Single-storey, two bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT4154.)

Case No. 7186/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOETI SPRINKAAN MOLOI, First Defendant, and MMAMPOI ELIZABETH MOLOI, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Street, Vereeniging, on 14 November 1996 at 10:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Vereeniging, at the above address 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: All right, title and interest in the leasehold in respect of Stand 888, Sharpville Extension 1 Township, Registration Division IQ, Transvaal.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT2003.)

Case No. 70604/95

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

In the matter between NEME WHOLESALE FABRICS (PTY) LTD, Plaintiff, and KENNETH CLIVE WILLIAMS, First Defendant, and GEORGINA OLIVIA WILLIAMS, Second Defendant

In execution of a judgment of the Magistrate's Court for the District of Pretoria in the above-mentioned suit, undermentioned immovable property whereby the First Defendant is the registered owner will be sold by public auction by the Sheriff, Pretoria South at Fehrs Lane Centre, 130A Struben Street, Pretoria, on Wednesday, 6 November 1996 at 10:00, onwards on conditions which will be read out by the auctioneer at the offices of the Sheriff, prior to the sale:

Portion 78 of the farm Zwartkop 356, measuring 1 487 (one thousand four hundred and eighty-seven) square metres, held under Deed of Transfer T93023/1993.

The improvements to the property consist of the following, although in this respect nothing is guaranteed: A plastered and painted double-storey house with a tiled apex roof consisting of four bedrooms, separate toilet and shower, two bathrooms, lounge, dining-room, TV room, kitchen, scullery and study. The floors of the lounge, TV room, study, kitchen, bathroom, scullery and dining-room are tiled and the bedroom floors are carpeted.

The terms of the sale are:

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

2. Auctioneer's charges, payable on day of sale.

Signed at Pretoria this 14th day of October 1996.

A. M. G. Suliman, for Berkow Feinberg & Suliman, Plaintiff's Attorneys, Permanent Buildings, Pretorius Street, Pretoria. (Ref. Mr Suliman/N448.)

Saak No. 1670/95

IN DIE LANDDROSHOF VIR DIE DISTRIK LETABA GEHOU TE TZANEEN

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en
J. S. SCHOEMAN, Verweerder**

In ten uitvoerlegging van 'n vonnis toegestaan deur die bogemelde Agbare Hof op 24 Julie 1995, sal 'n verkoping sonder voorbehoud deur die Balju van die Landdroshof, Tzaneen, voor die Landdroskantoor, Morganstraat, Tzaneen, op 22 November 1996 om 10:00, gehou word van die ondergenoemde eiendom van die Verweerder op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping, welke voorwaardes ook voor die verkoping ter insae sal lê by die kantoor van die gemelde Balju:

Gedeelte 9 ('n gedeelte van Gedeelte 2) van die plaas Vluchthoek 587, Tzaneen, Registrasieafdeling LT, Noordelike Provinsie, groot 49,5802 (vier nege komma vyf agt nul twee) hektaar, gehou kragtens Akte van Transport T29040/1981.

Die volgende inligting word verskaf met betrekking tot die verbeterings, maar niks word gewaarborg nie: Die eiendom bestaan hoofsaaklik uit 'n bloekomplantasie, met bome uitloopsels van bome wat reeds afgekap is, met gemiddelde ouderdom van ses jaar.

Die wesentlike voorwaardes van die verkoop is voetstoots en sonder voorbehoud. Deposito van 10% (tien persent) kontant by toeslaan van bod. Die saldo tesame met rente op die volle koopprys, bereken en maandeliks vooruitgekapitaliseer vanaf datum van die verkoping tot datum van Registrasie van Transport, beide datums ingesluit, teen die koers tans gevra deur die Eiser op lenings ekwivalent aan die koopprys, moet verseker word deur 'n bank- of bougenootskap- of ander aanneembare waarborg wat deur die Balju goedgekeur is, en moet verstrekk word aan die oordraggewende prokureurs binne 14 (veertien) dae vanaf datum van verkoping. Indien die Eiser of enige ander verbandhouer geregtig mag wees op 'n hoër rentekoers, sal daardie rentekoers van toepassing wees. Afslaerskoste, betaalbaar op dag van die verkoping, sowel as transportkoste wanneer daartoe versoek deur die prokureur vir die Vonnisskuldeiser, moet deur die koper betaal word. Verdere voorwaardes is by die Balju vir insae.

Geteken te Tzaneen op hede die 16de dag van Oktober 1996.

P. J. du Plessis, vir C. G. Gildenhuys Prokureurs Ing., Reg. No. 96/01341/21, Winkel 16, Mezzanine Vlak, Tzaneng Mall (Posbus 2419), Tzaneen, 0850. [Tel. (0152) 307-2801.] (Verw. PDP/3128/2/adk.)

Saak No. 46999/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen ABSA BANK BEPERK, Eiser, en MARIUS MARTINUS SWANEPOEL, Eerste Verweerder, en
ELZANA SWANEPOEL, Tweede Verweerder**

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Wes te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 14 November 1996 om 10:00, van:

Gedeelte 5 van Erf 3147, geleë in die dorp Pretoria, Registrasieafdeling JR, Transvaal, groot 610 (seshonderd-en-tien) vierkante meter, gehou kragtens Akte van Transport T79323/91 (beter bekend as Luttigstraat 427, Pretoria-Wes).

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

Verbeterings: 'n Baksteenwoonhuis met volvloermatte bestaande uit 'n sitkamer, kombuis, drie slaapkamers en badkamer.
Buitegeboue: Enkelmotorhuis, bediendekamer en toilet.

Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

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

Saak No. 243/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen NBS BANK BEPERK, Eiser, en LIMAKATSO EMMA MOFOKENG, Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 26 Augustus 1996, sal die volgende eiendom in eksekusie verkoop word by die kantoor van die Balju, Rotterdamweg 5, Evander, op Woensdag, 13 November 1996 om 12:00, aan die hoogste bieder vir kontant of per bankgewaarborgde tjek, naamlik:

Erf 4610, Uitbreiding 9, Embalenhle, Registrasieafdeling IS, Mpumalanga, gehou kragtens Akte van Transport TL55467/93, groot 460 (vierhonderd-en-sestig) vierkante meter.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, versekureer te word deur 'n goedgekeurde bankwaarborg gelewer te word binne 21 (een-en-twintig) dae daarna, asook 5% (vyf persent) afslaerskommissie op die eerste R30 000 (dertigduisend rand) van die koopprys en 3% (drie persent) daarna met 'n maksimum kommissie van R7 000 (seweduusend rand) en 'n minimum kommissie van R260 (tweehonderd-en-sestig rand), wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Rotterdamweg 5, Evander, besigtig word.

Geteken te Secunda hierdie 16de dag van Oktober 1996.

Els Prokureurs, Checkersgebou, Posbus 47, Secunda. [Tel. (017) 634-7788.]

Case No. 23775/94

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

**In the matter between NEDCOR BANK LIMITED (formerly NEDPERM BANK LIMITED), Plaintiff, and
MACEBO COUNTRYMAN NGALO, First Defendant, and KATO NGALO, Second Defendant**

A sale by public auction within a reserve price will be held by the Sheriff, Pretoria North-East, at N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria, on 12 November 1996 at 10:00, of the following property:

Erf 5384, Eersterust Extension 6 Township, Registration Division JR, Transvaal, measuring 318 (three hundred and eighteen) square metres, held by the Defendants under Deed of Transfer T10452/1988.

Street address: 289 Selborne Avenue, Eersterust, Pretoria.

Improvements on the property: Three bedrooms, kitchen, bathroom/toilet and lounge, single storey dwelling-house.

The nature extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's office at 1210 Pretorius Street, Hatfield, Pretoria. [Tel. (012) 342-1340.]

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr P. D. Kriek/ef.)

Case No. 16433/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MATTHYS JOHANNES GOUWS, First Defendant, and
MARTHA CATHARINA JOACHOMINA GOUWS, Second Defendant**

A sale by public auction within a reserve price will be held by the Sheriff, Pretoria West, at Room 603A, Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, on 14 November 1996 at 10:00, of the following property:

Portion 1 of Erf 139, Daspoort Township, Registration Division IR, Transvaal, measuring 991 (nine hundred and ninety-one) square metres, held by the Defendants under Deed of Transfer T92214/1993.

Street address: 525 Moot Street, Daspoort, Pretoria, Gauteng.

Improvements on the property: Three bedrooms, kitchen, garage, bathroom/toilet, lounge/dining-room and two store-rooms. Single storey dwelling-house.

The nature extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's office at Room 607, Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria. [Tel. (012) 326-0102.]

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr P. D. Kriek/ef.)

Saak No. 6070/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen DIE BEHERENDE LIGGAAM VAN EUCLEA REGSPERSOON, Eiser, en RITA MARCHANT,
Eerste Verweerderes, en MICHAEL RICHARD MARTIN, Tweede Verweerder**

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op 12 Junie 1995 en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 26 November 1996 om 10:00, te Balju, Sentraal, N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, te wete:

1. (a) *Akteskantoorbeskrywing:* Eenheid 10, van die gebou of geboue bekend as Euclea, geleë in die dorp Muckleneuk/Pretoria, Metropolitaanse Substruktuur, en volledige beskryf of Deelplan SS86/80, groot 50 vierkante meter en gehou onder Sertifikaat van Geregistreerde Deeltitel ST37261/1993.

(b) *Straatadres:* Eucleawoonstelle 110, Walkerstraat 316, Muckleneuk, Pretoria.

(c) Die volgende inligting word verskaf, alhoewel geen waarborg in verband daarmee gegee kan word nie: Slaapkamer, sitkamer, badkamer en kombuis.

2. Verkoopvoorwaardes:

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

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

2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te Balju, Sentraal, Mescorhuis, Margarethastraat 30, Pretoria, asook te die Landdroshof van Pretoria, Pretoriusstraat, Pretoria, en sal deur die Balju voor die verkoping uitgelees word.

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

Geteken te Pretoria op hede die 15de dag van Oktober 1996.

E. Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.) (Verw. E. Scheepers/NP/6510.)

**Case No. 16608/96
PH 388**

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ALLEY, OMAR RONALD, First Defendant, and ALLEY, GAIL CONSTANCE DENISE, 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, on Thursday, 14 November 1996 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 901, Robertsham Township, Registration Division IR, Province of Gauteng, area 833 (eight hundred and thirty-three) square metres, situated at 138 Harry Street, Robertsham.

Improvements (not guaranteed): A house under tile roof, consisting of three bedrooms, bathroom, kitchen, lounge and dining-room with garage, carport and grannyflat.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 of the proceeds of the sale and 3% (three per cent) on the balance thereof, subject to a maximum commission of R7 000 and a minimum of R260.

Dated at Johannesburg on this 14th day of October 1996.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1691.)

**Case No. 104/96
PH 388**

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and VERMAAK, JOHANNES FREDRUKUS, First Defendant, and VERMAAK, MARIA ALETTA, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, on Wednesday, 13 November 1996 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Portion 3 of Erf 180, Krugersdorp Township, Registration Division IQ, Province of Gauteng, area 1 000 (one thousand) square metres, situated at 3 Van Niekerk Street, Krugersdorp.

Improvements (not guaranteed): A house under iron roof, consisting of bedrooms, bathroom, kitchen, lounge and dining-room with garages and walls around the property.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 of the proceeds of the sale and 3% (three per cent) on the balance thereof, subject to a maximum commission of R7 000 and a minimum of R260.

Dated at Johannesburg on this 11th day of October 1996.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1059.)

Case No. 129/96
PH 388
DX 516/J21

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and FREDERICKS, FARIED, 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, on Thursday, 14 November 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 802, Mayfair West Township, Registration Division IQ, Province of Gauteng, area 496 (four hundred and ninety-six) square metres, situated at 6 Mercury Street, Mayfair West.

Improvements (not guaranteed): A house under iron roof consisting of four bedrooms, bathroom, kitchen, lounge, dining-room and family room with garage, servants' quarters and walls around the property.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 of the proceeds of the sale and 3% (three per cent) on the balance thereof subject to a maximum commission of R7 000 and a minimum of R260.

Dated at Johannesburg on this 11th day of October 1996.

F. R. J. Jansen, Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1068.)

Case No. 17080/96
PH 388
DX 516/J21

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MBATHA, DUMISANI NDUMISO, First Defendant, and SHANGASE, MAVIS, 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, 10 Liebenberg Street, Roodepoort, on Friday, 15 November 1996 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 774, Dobsonville Gardens Township, Registration Division IQ, Province of Gauteng, area 311 (three hundred and eleven) square metres, situated at Erf 774, Dobsonville Gardens.

Improvements (not guaranteed): A house under tile roof consisting of two bedrooms, bathroom, kitchen and lounge.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 of the proceeds of the sale and 3% (three per cent) on the balance thereof subject to a maximum commission of R7 000 and a minimum of R260.

Dated at Johannesburg on this 11th day of October 1996.

F. R. J. Jansen, Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1707.)

Case No. 20499/96

PH 388

DX 516/J21

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MOLOKWANE, STEPHEN, First Defendant, and MOLOKWANE, SARAH, 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, 10 Liebenberg Street, Roodepoort, on Friday, 15 November 1996 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 292, Dobsonville Gardens Township, Registration Division IQ, Province of Gauteng, area 277 (two hundred and seventy-seven) square metres, situated at Erf 292, Dobsonville Gardens.

Improvements (not guaranteed): A house under tile roof consisting of two bedrooms, bathroom, kitchen, lounge and wire fence around property.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 of the proceeds of the sale and 3% (three per cent) on the balance thereof subject to a maximum commission of R7 000 and a minimum of R260.

Dated at Johannesburg on this 11th day of October 1996.

F. R. J. Jansen, Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresX169.)

Saak No. 13496/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MZIMKULU WELLINGTON MACOZOMA, Eerste Verweerder, en SIZIWE OSCARINA MACOZOMA, Tweede Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 1 Augustus 1996 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria Sentraal, op 12 November 1996 om 10:00, te Sinodalesentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere:

1. Deel 175, soos getoon en meer volledig beskryf op Deelplan SS207/93, in die skema bekend as Spruitsig Park, beter bekend as Kiepersol 621, Leydsstraat 420, Sunnyside, groot 69 (nege-en-sestig) vierkante meter.

2. 'n Uitsluitlike gebruiksgebied beskryf as Parkeerplek P418, groot 13 (dertien) vierkante meter.

Sonering: Woonstel.

Die eiendom is verbeter en bestaan uit 'n woonstel bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer en toilet asook parkeerplek P418.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Messcor Huis, Margarethastraat 30, Pretoria.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0848).]

Saak No. 13498/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en CHRISTOPHER KELSALL OGILVIE, Eerste Verweerder, en SUSARA ISABELLA OGILVIE, Tweede Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 22 Julie 1996 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria Sentraal, op 12 November 1996 om 10:00, te Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Gedeelte 12 ('n gedeelte van Gedeelte 10) van Erf 740, geleë in die dorpsgebied Rietfontein, Registrasieafdeling JR, Gauteng, beter bekend as Swemmerstraat 653, Rietfontein, groot 1 134 (eenduisend eenhonderd vier-en-dertig) vierkante meter.

Sonering: Spesiale Woon.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer/w.k., twee motorhuise, wassery en 'n w.k.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Messcorhuis, Margarethastraat 30, Pretoria.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0860).]

Saak No. 13494/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en JACOBA LOGAN, Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 6 Augustus 1996 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria Sentraal, op 12 November 1996 om 10:00, te Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Deel 26, soos getoon en meer volledig beskryf op Deelplan SS76/1993 in die skema bekend as Georgie, beter bekend as Georgiewoonstelle 601, Wesselsstraat 279A, Arcadia, groot 50 (vyftig) vierkante meter.

Sonering: Woonstel.

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

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Messcorhuis, Margarethastraat 30, Pretoria.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0808).]

Case No. 16835/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SANDRA LORRAINE MOOLMAN, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 19 November 1996 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Remaining extent of Erf 629, Alberton, measuring 477 (four hundred and seventy-seven) square metres, held by the Defendant under Deed of Transfer T13639/1985, being 33 Seventh Avenue, Alberton North, Alberton.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of bedrooms, bathroom/w.c., lounge, dining-room 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 centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 10th day of October 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six Sunnyside Ridge Building, 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.] (Ref. 105026/Mr C. Livingstone/cb.)

Case No. 11445/96

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

In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), formerly known as UNITED BANK LIMITED, Plaintiff, and GAIL THERESA EVELYN CONNOLLY, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 14 November 1996 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg East at 131 Marshall Street, Johannesburg:

Erf 377, Yeoville, measuring 495 (four hundred and ninety-five) square metres, held by the Defendant under Deed of Transfer T39340/90, being 8 and 8A Page Streets, Yeoville, Johannesburg.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, bathroom/w.c. and bedrooms.

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 centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 4th day of October 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six Sunnyside Ridge Building, 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.] (Ref. 104922/Mr C. Livingstone/le.)

**Case No. 10208/96
PH 2**

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and GCANGA, LUYANDA, First Defendant, and GCANGA, SHEILA BONELWA, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Krugersdorp, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, on 13 November 1996 at 10:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Krugersdorp, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single storey dwelling, lounge, kitchen, three bedrooms, bathroom and w.c.

Being Portion 54 of Erf 15049, situated at Kagiso Extension 6, measuring 260 square metres, Registration Division IQ, Gauteng, Transvaal, held by the Defendants under Title Deed TL19992/95.

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 R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charge R260 (two hundred and sixty rand).

Dated at Randburg this 3rd day of October 1996.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)
C/o Van der Westhuizen Crouse & Venter, Ninth Floor, North State Building, corner of Market and Kruis Streets, Johannesburg.

Case No. 10643/96
PH 2

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and ZWANE, JETRO, First Defendant, and ZWANE, HILDA, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Kempton Park North, 8 Park Street, Kempton Park, on 14 November at 10:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale at the offices of the Sheriff, Kempton Park North, 8 Park Street, Kempton Park.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single storey dwelling, lounge, kitchen, two bedrooms, bathroom and w.c., being Erf 464, situated at Leboeng, Kempton Park, measuring 262 square metres, Registration Division IR, Transvaal, held by the Defendant under Title Deed TL57054/1988.

Terms: 10% (ten per cent) of the purchase price in cash on the day of 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 R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand), minimum charge R260 (two hundred and sixty rand).

Dated at Randburg this 3rd day of October 1996.

Bezuidenhout van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)

Case No. 10340/95

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

In the matter between THE GREATER JOHANNESBURG TRANSITIONAL METROPOLITAN COUNCIL, Plaintiff, and ERF 348, FOURWAYS CC, Defendant

In execution of a judgment dated 5 January 1996 in the above action, a sale as a unit without a reserve price, but subject to section 66 (2) of the Magistrates' Courts Act, as amended, will be held on 14 November 1996 at 10:00, in front of the Magistrate's Court, Randburg, 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, 10 Conduit Street, Kensington B.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling house under tiled roof consisting of entrance hall, lounge, dining-room, four bedrooms, bathroom/toilet/shower, bathroom/toilet, kitchen, laundry, servants' quarters, double garage, outside bathroom and toilet, swimming-pool and tennis court, being Erf 348, Fourways, measuring 2 529 square metres, situated at 348 Weaver Street, Fourways, Registration Division IQ, Gauteng, held under Title Deed T7391/1988.

Terms: 10% (ten per cent) of the purchase price in cash on the day of 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 R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand), minimum charge R260 (two hundred and sixty rand).

Dated at Randburg this 16th day of October 1996.

Bezuidenhout van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)

Case No. 9661/96

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and SKOSANA, AMOS FELANI, First Defendant, and SKOSANA, MATIEHO ANNA, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Westonaria, 50 Edwards Avenue, Westonaria, on 15 November 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 office of the Sheriff, Westonaria, 50 Edwards Avenue, Westonaria.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single storey dwelling, lounge, kitchen, two bedrooms, bathroom and w.c. being 3859, situated at Lenasia South Extension 4, measuring 648 square metres, Registration Division IQ, Transvaal, held by the Defendant under Title Deed T49457/1995.

Terms: 10% (ten per cent) of the purchase price in cash on the day of 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 R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand), minimum charge R260 (two hundred and sixty rand).

Dated at Randburg this 14th day of October 1996.

Bezuidenhout van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)

Case No. 17919/96
PH 793

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

In the matter between ABSA BANK LIMITED, Plaintiff, and MOONSAMY, KEVIN GEORGE, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale without a reserve price will be held at the office of the Sheriff, Westonaria, 50 Edward Avenue, Westonaria, on 15 November 1996 at 10:00, of the undermentioned property of the Defendant and the conditions will be available for inspection prior to the sale at the offices of the Sheriff, Westonaria, 50 Edward Avenue, Westonaria.

Erf 958, Lenasia South Extension 1, situated at 958 Imperial Street, Lenasia South Extension 1, measuring 1 360 (one thousand three hundred and sixty) square metres, Registration Division IQ Transvaal, held by the Defendant under Title Deed T24114/88.

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

Tiled roof dwelling comprising of lounge, dining-room, three bedrooms, bathroom, kitchen, scullery and two garages.

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 R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand), minimum charge R260 (two hundred and sixty rand).

Dated at Roodepoort this 11th day of October 1996.

Van den Berg & Kotzé, 37 Ontdekkers Avenue, Florida Park Extension 1. (Tel. 475-8080.) (Ref. Mr Kotze/IVD/1069.); C/o Edgar Salmon & Salmon, Kelhof, Prichard Street, Johannesburg. (Ref. Mr H. Salmon.)

Saak No. 1518/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WESTONARIA GEHOU TE WESTANARIA

In die saak tussen NBS BANK BEPERK, Eiser, en DIRK, BOUWER FOUCHE, Eerste Verweerder, en ANNA, JAKOBA FOUCHE, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Westonaria en lasbrief vir eksekusie gedateer 9 September 1996, sal die ondervermelde eiendom op 15 November 1996 om 10:00, te die Landdroskantoor, te Westonaria, aan die hoogste bieder geregteelik verkoop word:

Erf 910, Westonaria-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 1 372 (eenduisend driehonderd twee-en-sewentig) vierkante meter, geleë te Bridgeslaan 36, Westonaria.

Voorwaardes:

1. R5 000 kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouverenigingwaarborg gelewer te word binne 21 dae. Die koper moet transportkoste, belastingens ens. terug betaal.

2. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.

3. Die volledige voorwaardes van verkoop (wat na die verkoop geteken moet word), mag gedurende kantoorure by die kantoor van die Balju, Landdroshof Westonaria, nagesien word.

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

R. V. Von Abo, vir Venter, Von Abo & Kie, Quo Vadis-sentrum, Pakemanstraat, Westonaria. (Verw. mev Venter/CC/N149.)

GEREGTELIKE EKSEKUSIEVERKOPING VAN ONROERENDE EIENDOM**KEMPTON PARK-LANDDROSHOF**

Kragtens vonnisse toegestaan in bogemelde Hof sal geregtelike eksekusieverkopings ten opsigte van die onroerende eiendomme soos hieronder beskryf word, sonder reserwe plaasvind op die datum, adres en tyd soos hieronder vermeld word. Geregtelike verkoping sal deur Mnre. Property Mart Afslaaers gehou word en die verkoopvoorwaardes sal tydens die verkoping uitgelees word deur die Balju, Kempton Park, welke voorwaardes voor die dag van verkoping by die gemelde afslaaer se kantore te Eerste Verdieping, Pogir Bastion Ins. Huis, Louis Bothalaan 244, Orange Grove, sowel as by die Balju, Kempton Park, se kantore te Parkstraat 8, Kempton Park, beskikbaar sal wees.

(1) Saak No. 597/94.**ABSA BANK BPK versus J. C. Matthyser.**

Op 13 November 1996 om 11:00, te sekere Erf 214, Norkempark, beter bekend as James Wrightlaan 80, Norkempark, Kempton Park.

(2) Saak No. 15249/95.**ABSA BANK BPK versus L. K. & M. WEPENER.**

Op 13 November 1996 om 10:00, te sekere Erf 482, Terenure-uitbreiding 15, beter bekend as Sweet Williamstraat 31, Terenure-uitbreiding 15, Kempton Park.

(3) Saak No. 5175/96.**ABSA BANK BEPERK versus R. J. GOOSEN.**

Op 13 November 1996 om 12:00, te sekere Erf 1479, Birchleigh-Noord, beter bekend as Theunisstraat 38, Birchleigh-Noord.

(4) Saak No. 5175/96.**ABSA BANK BEPERK versus R. J. GOOSEN.**

Op 13 November 1996 om 14:00, te sekere Erf 71, Birchleigh Noord-uitbreiding 3, beter bekend as Craigstraat 14, Birchleigh-Noord-uitbreiding 3, Kempton Park.

(5) Saak No. 5175/96.**ABSA BANK BPK versus R. J. GOOSEN.**

Op 13 November 1996 om 15:00, te sekere Erf 213, Norkempark, beter bekend as James Wrightlaan 78, Norkempark, Kempton Park.

Gedateer te Kempton Park op 11 Oktober 1996.

Van Rensburg Schoon & Cronje. (Tel. 970-1203.) (Verw. mev. Van Heerden/AB1319. AB676 & UT121.)

GEREGTELIKE EKSEKUSIE VERKOPING VAN ONROERENDE EIENDOM**LANDDROSHOF, KEMPTON PARK**

Kragtens vonnis toegestaan in bogemelde Agbare Hof sal geregtelike eksekusieverkoping deur die Balju, Kempton Park, ten opsigte van die onroerende eiendomme, soos hieronder vermeld, sonder reserwe plaasvind op 14 November 1996 om 10:00, te Parkstraat 8, Kempton Park.

'n Geregtelike verkoping sal deur die gemelde Balju gehou word en die verkoopvoorwaardes sal tydens die verkoping uitgelees word deur die Balju, Kempton Park, welke voorwaardes voor die dag van verkoping by die gemelde Balju se kantore te Parkstraat 8, Kempton Park, beskikbaar sal wees.

(1) Saak No. 4750/96.**SAAMBOU BANK BPK vs M. L. TYAKIWE.**

Sekere Erf 1371, Tembisa-uitbreiding 4.

(2) Saak No. 524/96.

SAAMBOU BANK BPK vs C. J. en B. J. SEYMOUR.

Sekere Erf 599, Bonaeropark, beter bekend as J. F. Kennedylaan 54, Bonaeropark, Kempton Park.

Geteken te Kempton Park op hierdie 11de van Oktober 1996.

Van Rensburg Schoon & Cronje. (Tel. 970-1203.) (Verw. mev. V. Heerden/AB1894. AB1919. S1651 and S1824.)

GEREGTELIKE EKSEKUSIE VERKOPING VAN ONROERENDE EIENDOM

KEMPTON PARK-LANDDROSHOF

Kragtens vonnisse toegestaan in bogemelde Hof sal 'n geregtelike eksekusieverkoping ten opsigte van die onroerende eiendomme soos hieronder beskryf word, sonder reserwe plaasvind op die datum, adres en tyd soos hieronder vermeld word.

Geregtelike verkoping sal deur mnre. Property Mart Afslaers gehou word en die verkoopvoorwaardes sal tydens die verkoping uitgelees word deur die Balju, Kempton Park, welke voorwaardes voor die dag van verkoping by the gemelde afslaer se kantore te Eerste Verdieping, Pogir Bastion Ins. Huis, Louis Bothalaan 244, Orange Grove, sowel as by die Balju, Kempton Park, se kantore te Parkstraat 8, Kempton Park, beskikbaar sal wees.

Saak No. 15249/95.

ABSA BANK BPK vs R. KUNZ.

Op 19 November 1996 om 10:00, te sekere Gedeelte 28E, Malindihof, Longstraat, Kempton Park.

Gedateer te Kempton Park op hierdie 11de dag van Oktober 1996.

Van Rensburg Schoon & Cronje. (Tel. 970-1203.) (Verw. mev. V. Heerden/AB1729.)

GEREGTELIKE VERKOPING VAN ONROERENDE EIENDOMME

HOOGGEREGSHOF, ALBERTON

Kragtens vonnisse toegestaan in bostaande Agbare Hof sal 'n geregtelike eksekusieverkoping van die onroerende eiendomme soos hieronder beskryf word, op 19 November 1996 om 10:00, deur die Balju, Hooggereshof, Alberton, by die gemelde Balju se kantore, te wete Eerste Verdieping, Terracegebou, Eaton Place 1, New Redruth, Alberton, sonder reserwe, verkoop word.

Die verkopingvoorwaardes sal tydens die verkoping deur die Balju voorgelees word, welke voorwaardes voor die dag van verkoping by die gemelde Balju se kantore, by die adres soos hierbo verskaf, beskikbaar sal wees.

Saak No. 94/10687.

SAAMBOU BANK BPK vs V. R. KUBHEKA.

Sekere Erf 1525, Spruitview-uitbreiding 1, Katlehong.

Gedateer hierdie 11de dag van Oktober 1996 te Kempton Park.

Van Rensburg Schoon & Cronje. (Tel 970-1203.) (Verw. mev. V. Heerden/S2097.)

Case No. 5525/96

PH 46

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Judgment Creditor, and
Mr PETRUS JOHANNES IMMELMAN, Judgment Debtor**

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 1 August 1996 issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, in front of the Alberton Sheriff's Offices, Johria Building, 4 Du Plessis Road, Alberton, to the highest bidder on 20 November 1996 at 10:00:

Certain Erf 529, Brackenhurst Extension 1 Township, Registration Division IR, Province of Gauteng, measuring 1 487 square metres, held by Deed of Transfer T34508/1986 (known as 94 Van Bergen Street, Brackenhurst, Extension 1, Alberton).

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. The following improvements on the property is reported but nothing is guaranteed: Single storey residence, consisting of lounge, family room, dining-room, study, kitchen, four bedrooms, two bathrooms and shower/w.c. *Outbuilding* consists of two garages, staff quarters and outside w.c.

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

4. *Conditions*: The full conditions of sale may be inspected in the office of the Sheriff of the Court for Alberton.

Dated at Johannesburg on this 9th day of October 1996.

Krowitz Perlow & Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South, Johannesburg; P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. Mr C. A. Perlow/TK/N575.)

Case No. 09806/92

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

**In the matter between FIRST NATIONAL BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
SOLANI ABSALOM KULA, 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 Deputy Sheriff's Office, Alberton, on 12 November 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Deputy Sheriff, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9507, situated in the Township of Tokoza, Extension 2, Registration Division IR, Transvaal, being 9507 Extension 2, Tokoza, measuring 300 (three hundred) square metres.

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

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

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R15 000 (fifteen thousand rand) and thereafter 2,50% (two and half per centum) up to a maximum fee of R5 000 (five thousand rand) minimum charges of R30 (thirty rand).

Dated at Johannesburg on this 26th day of September 1996.

Mashile Nthoro Inc, Execution Creditor's Attorneys, Fourth Floor, Zambezi House, 44 Von Wielligh Street, Johannesburg, 2001; P.O. Box 621, Johannesburg, 2000. [Tel. (011) 331-7451.] (Fax 331-1921.) (Ref. Mr Mashile/tbm/B0007.)

Case No. 6163/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and JACOB HAPPY POOE, First Defendant, and
NANKA SELINA POOE, Second Defendant**

Pursuant to judgment and a writ of execution the property, namely:

Property: All right, title and interest in and to the leasehold in respect of Erf 11354, Kagiso Extension 6 Township, Registration Division IQ, Province of Gauteng, measuring 561 (five hundred and sixty-one) square metres, situated at 11354 Uthmanong Street, Kagiso Extension 6, Krugersdorp, will be sold in execution on 13 November 1996 at 10:00, by the Sheriff at the offices, Klaburn Court, 22B Ockerse Street, Krugersdorp.

Conditions of sale: The property shall be sold to the highest bidder, voetstoots, subject to the Magistrates' Courts Act, the conditions of sale and payment of a 10% (ten per cent) deposit.

Van Rensburgs, First Floor, NBS Building, Monument Street, Krugersdorp. (Tel. 763-3856.) (Ref. C. van Molendorff/N84.)

Case No. 6475/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and ANDRIES JOHANNES VAN DER MERWE, Defendant

Pursuant to judgment and a writ of execution the property, namely:

Property: (a) Section 5, as shown and more fully described on Sectional Plan SS79/1990, in the scheme known as Tasca Hill in respect of the land and building or buildings situated at Quellerie Park Extension 1, Local Authority: Transitional Local Council of Krugersdorp, of which section the floor area, according to the said sectional plan, is 82 (eighty-two) 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, situated at Unit 5, Tasca Hill, Kingdon Street, Quellerie Park Extension 1, Krugersdorp, will be sold in execution on 13 November 1996 at 10:00, by the Sheriff at his office, Klaburn Court, Ockerse Street, Krugersdorp.

Conditions of sale: The property shall be sold to the highest bidder, voetstoots, subject to the Magistrates' Courts Act, the conditions of sale and payment of a 10% (ten per cent) deposit.

Van Rensburgs, First Floor, NBS Building, Monument Street, Krugersdorp. (Tel. 763-3856.) (Ref. C. van Molendorff/N98.)

Case No. 4440/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and MMOKANELO ABRAM MALEBO, First Defendant, and DIKOBE HERMINAH MALEBO, Second Defendant

Pursuant to judgment and a writ of execution the property, namely:

Property: Erf 1492, Westonaria Township, Registration Division IQ, Province of Gauteng, measuring 1 128 (one thousand one hundred and twenty-eight) square metres, situated at 42 Albrecht Street, Westonaria, will be sold in execution on 8 November 1996 at 10:00, by the Sheriff at 50 Edwards Avenue, Westonaria.

Conditions of sale: The property shall be sold to the highest bidder, voetstoots, subject to the Magistrates' Courts Act, the conditions of sale and payment of a 10% (ten per cent) deposit.

Van Rensburgs, First Floor, NBS Building, Monument Street, Krugersdorp. (Tel. 763-3856.) (Ref. C. van Molendorff/IN1794.)

Case No. 28612/94
PH 683IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between ABSA BANK LIMITED, Plaintiff, and AFRI CORPORATION INVESTMENT UNIT NUMBER SEVENTEEN CC, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the offices of the Sheriff, 131 Marshall Street, Johannesburg, on Thursday, 14 November 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Remaining Extent of Erf 531, Rosettenville Township, Registration Division IR, Transvaal, area 496 (four hundred and ninety-six) square metres, situation 82 Lang Street, Rosettenville, Johannesburg.

Improvements (not guaranteed): A house consisting of lounge, dining-room, breakfast nook, three bedrooms, bathroom with toilet, shower with toilet, kitchen, single garage and servant's room.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 of the proceeds of the sale and 3% (three per cent) on the balance thereof, subject to a maximum commission of R7 000 and a minimum of R260 (inclusive in all instances of the Sheriff's bank charges and other expenses occurred in paying the proceeds into his or her trust account), which commission shall be paid by the purchaser.

Dated at Johannesburg on 18 September 1996.

Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street; P.O. Box 62690, Marshalltown, 2107. (Tel. 492-1610.) (Fax. 838-1556.) (Ref. R. L. Mogotsi/mb/A-79.)

Case No. 11062/95
PH 683IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and GUMEDE, SIBUSISO LACY LORAM, First Defendant, and GUMEDE, ANGEL THOLAKELE, 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 Salesrooms of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 14 November 1996 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Stand 582, Isiphetweni Section Tembisa Township, Registration Division IR, Transvaal, area 409 (four hundred and nine) square metres, situation Stand 582, Isiphetweni Section Tembisa Township, Registration Division IR, Transvaal.

Improvements (not guaranteed): A house consisting of three bedrooms, bathroom, toilet, lounge, family room and kitchen.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 of the proceeds of the sale and 3% (three per cent) on the balance thereof, subject to a maximum commission of R7 000 and a minimum of R260 (inclusive in all instances of the Sheriff's bank charges and other expenses occurred in paying the proceeds into his or her trust account), which commission shall be paid by the purchaser.

Dated at Johannesburg on 8 October 1996.

Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street; P.O. Box 62690, Marshalltown, 2107. (Tel. 492-1610.) (Fax. 838-1556.) (Ref. R. L. Mogotsi/mb/F-38.)

Case No. 2188/94

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MABELANE, PURSUSANA THOLOMIYOS, First Defendant, and MOLOI, TONDO ROSINAH, 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, Boksburg, at 182 Leeuwpoot Street, Boksburg, on Friday, 8 November 1996 at 11:15, 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 20079, Vosloorus Extension 30 Township, Registration Division IR, Transvaal, area 230 (two hundred and thirty) square metres, situation Erf 20079, Vosloorus Extension 30 Township, Registration Division IR, Transvaal.

Improvements (not guaranteed): A house consisting of two bedrooms, lounge, bathroom, toilet and kitchen.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 of the proceeds of the sale and 3% (three per cent) on the balance thereof, subject to a maximum commission of R7 000 and a minimum of R260 (inclusive in all instances of the Sheriff's bank charges and other expenses occurred in paying the proceeds into his or her trust account), which commission shall be paid by the purchaser.

Dated at Johannesburg on 1 October 1996.

Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street; P.O. Box 62690, Marshalltown, 2107. (Tel. 492-1610.) (Fax. 838-1556.) (Ref. R. L. Mogotsi/mb/F-10.)

Case No. 1321/94

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

In the matter between TRANSNET LIMITED, Plaintiff, and MASHEGO, SEKEBOTSE SALLION, 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, 8 Park Street, Kempton Park, on Thursday, 14 November 1996 at 10:00, of the undermentioned property of the Defendant on conditions 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 4131, Tembisa Extension 11 Township, Registration Division IR, Transvaal.

Area: 237 (two hundred and thirty-seven) square metres.

Situation: Erf 4131, Tembisa Extension 11 Township.

Improvements (not guaranteed): A house consisting of two bedrooms, lounge, bathroom, toilet and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 (thirty thousand rand) on the proceeds on the sale and 3% (three per cent) on the balance thereof, subject to a maximum commission of R7 000 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand) (inclusive in all instances of the Sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account), which commission shall be paid by the purchaser.

Dated at Johannesburg on 30 September 1996.

Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street (P.O. Box 62690), Marshalltown, 2107. (Tel. 492-1610.) (Fax 838-1556.) (Ref. Mr R. L. Mogotsi/mb/T-264.)

Case No. 7834/95
PH 683

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
NGWENYA, VUSINUZI PETRUS, First Defendant, and MOHLALA, VERONICA FROSSIE, 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, Vereeniging, at the offices of De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 7 November 1996 at 10:00, of the under-mentioned 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: Stand 573, Lakeside Township, Registration Division IQ, Transvaal.

Area: 273 (two hundred and seventy-three) square metres.

Situation: Stand 573, Lakeside Township, Registration Division IQ, Transvaal.

Improvements (not guaranteed): A house consisting of two bedrooms, lounge, bathroom, toilet and kitchen.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 (thirty thousand rand) on the proceeds on the sale and 3% (three per cent) on the balance thereof, subject to a maximum commission of R7 000 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand) (inclusive in all instances of the Sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account), which commission shall be paid by the purchaser.

Dated at Johannesburg on 1 October 1996.

Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street (P.O. Box 62690), Marshalltown, 2107. (Tel. 492-1610.) (Fax 838-1556.) (Ref. Mr R. L. Mogotsi/mb/F-64.)

Case No. 93037/95
PH 46

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Execution Creditor, and
TREVOR BAISLEY, Execution Debtor**

On Friday, 15 November 1996 at 10:00, a public auction will be held at the above Honourable Court, Fox Street entrance, Johannesburg, pursuant to the judgment of the Court in this action, and in terms of which a warrant of execution was issued and an attachment made thereunder, sell:

Certain: Erf 940, Kenilworth Township, Registration Division IR, Gauteng, measuring 495 (four hundred and ninety-five) square metres, situated at 44 Diering Street, Kenilworth, Johannesburg.

Consisting of: Dwelling with entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, two showers and two w.c's. *Outbuildings:* Servant's quarters and w.c.

No guarantee is given on any improvements.

Subject to certain servitudes as held under Deed of Transfer T46099/1991.

The material conditions of sale are:

1. The property shall in all respects be governed by the Magistrates' Courts Act, 1944 and the rules made thereunder or any amendment thereof or substitution therefor and subject thereto the property shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the bondholder.

3. The purchaser shall be obliged to pay a deposit of ten percentum (10%) of the purchase price immediately after the sale and the balance of the purchase price plus interest payable within 14 (fourteen) days after the date of the sale. The purchaser must within the aforementioned period pay cash or by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Execution Creditor/s conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts, costs of transfer and all such rates and taxes and other amounts as are payable to obtain a certificate in terms of section 50 of the Local Government Ordinance (Transvaal) 1939, or any amendment thereof or substitution therefor.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant, pass to the purchaser upon the sale being effected. The Execution Creditor and the Sheriff give no warranty that the purchaser will be able to obtain personal occupation of the property and all risk in regard to which shall be borne by the purchaser.

Dated at Johannesburg on this 10th day of October 1996.

Howard Lang & Partners, Plaintiff's Attorneys, Fourth Floor, West Wing, President Place, Jan Smuts Avenue, Rosebank, Johannesburg; P.O. Box 2541, Parklands, 2121. (Tel. 442-5740.) (Ref. Mr R. C. Clark/ms/Q1063.)

Case No. 23429/92

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

In the matter between DORBYL VEHICLE TRADING AND FINANCE COMPANY (PTY) LIMITED, Plaintiff, and PHALABORWA VERVOER EN GRONDWERKE BK, First Defendant, REYNECKE, ANNA ELIZABETH, Second Defendant, REYNECKE, GERHARDUS JACOBUS, Third Defendant, REYNECKE, HERCULAS PETRUS, Fourth Defendant, and REYNECKE, GERHARDUS JACOBUS, Fifth Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale in respect of certain Portion 5 (Reingeluk) of the farm Schalk 3, Registration Division KU, Northern Province, measuring 23,7010 hectares held by Deed of Transfer T52349/1991 and certain Portion 6 (Rusoord) of the farm Schalk 3, Registration Division KU, Northern Province, measuring 23,7103 hectares held by Deed of Transfer T52349/1991, will be held by the Sheriff of the Supreme Court, Phalaborwa, in front of the Magistrate's Court, Phalaborwa, on 8 November 1996 at 10:00, of the undermentioned properties 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 Phalaborwa Sheriff's Office, prior to the sale:

Certain Portion 5 (Reingeluk), of the farm Schalk 3, Registration Division KU, Northern Province, held by Title Deed T52349/1991.

Area: 23,7010 hectares.

Situation: Portion 5 (Reingeluk) of the farm Schalk 3, Phalaborwa.

Improvements (not guaranteed): Dwelling and outbuildings, electrically fenced.

Certain Portion 6 (Rusoord) of the Farm Schalk 3, Registration Division KU, Northern Province, held by Deed of Transfer T52349/1991.

Area: 23,7130 hectares.

Situation: Portion 6 (Rusoord) of the farm Schalk 3, Phalaborwa.

Improvements (not guaranteed): Large workshop, cement dams and water tanks, office block, sheds, shop, milking sheds and cattle pens and two large steel sheds.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance together with interest on the purchase price at the rate currently charged by the Plaintiff on advances equivalent to the purchase price, shall be secured by a bank or building society or other acceptable guarantee, to be approved by the Plaintiff's attorney, to be furnished to the said attorney within fourteen (14) days from the date of sale.

Auctioneer's charges payable on the date of sale to be calculated at 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 and a minimum of R100.

Dated at Johannesburg on this 8th day of October 1996.

D. Furman, for Darryl Furman & Associates, Plaintiff's Attorneys, c/o Wolmarans, Pokroy & Associates Inc., Second Floor, Brookfield Park, 273 Middel Street, New Muckleneuk, Pretoria. [Tel. (012) 346-4234.] (Ref. Mr M. Pokroy/AM.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS BANK LIMITED, Plaintiff, and LEFERNA-DE LA MOTTE, ANDRE GUY, 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 Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 12 November 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain (a) section 7, as shown and more fully described on Sectional Plan SS112/94 in the scheme known as Baccarat Lodge, in respect of the land and building or buildings situated at Bryanston Extension 3 Township, Randburg Town Council Local Authority, of which the floor area, according to the said sectional plan is 31 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.

Situation: Flat A9, Baccarat Lodge, Cedar Street, Bryanston Extension 3, Randburg.

Improvements (not guaranteed): Sectional title bedsitter type unit comprising lounge/dining-room, bathroom, shower and toilet, complex includes swimming-pool, garden, recreation room and parking, fully secured.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R30 000 and thereafter at 3% (three per centum) to a maximum fee of R7 000 and a minimum of R200.

Dated at Johannesburg on the 3rd day of October 1996.

Dykes, Daly & Le Mottée, Plaintiff's Attorneys, c/o Dykes, Daly Johannesburg Inc., Eighth Floor, 66 Smal Street, Johannesburg. (Tel. 781-0810.) (Ref. Mr P. Le Mottee/lj/N0008.)

Case No. 5136/96

PH 630

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and W. J. J. BOTHA, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 21 November 1996 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

Erf 88, Brixton, Johannesburg, measuring 495 (four hundred and ninety-five) square metres, held by the Defendant under Deed of Transfer T304/1984, being 152 Fulham Road, Brixton, Johannesburg.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, bedrooms and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this the 25th day of September 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, 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.] (Ref. 103923/Mr C. Livingstone/cb.)

Case No. 16439/96
PH 630IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARGARET CHRISTINE HENDERSON, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 19 November 1996 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 142, Johannesburg North, measuring 1 983 (one thousand nine hundred and eighty-three) square metres, held by the Defendant under T41103/1995, being 126 Church Street, Johannesburg North, Johannesburg.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of four bedrooms, two bathrooms, two family rooms, lounge, dining-room, kitchen, laundry, two garages 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, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on the 9th day of October 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 105028/Mr C. Livingstone/cb.) DX 589 Jhb.

Case No. 12083/96
PH 630IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOACHIM HENDRIK VAN DYK, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 19 November 1996 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 2179, Mayberry Park, measuring 968 (nine hundred and sixty-eight) square metres, held by the Defendant under Deed of transfer T7148/1984, being 20 Haakbos Street, Mayberry Park, Alberton.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, two bathrooms, kitchen, lounge and dining-room.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on the 1st day of October 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 104428/Mr C. Livingstone/cb.) DX 589 Jhb.

Case No. 14706/96

PH 630

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOHANNES LODEWICUS PRETORIUS, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of De Klerk, Vermaak & Partners Incorporated Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 21 November 1996 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of De Klerk, Vermaak & Partners Incorporated Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging:

Section 32, as shown and more fully described on Sectional Plan SS240/1992; in the building or buildings known as Ivanhoe, situated at Vereeniging Township, Local Authority, Eastern Vaal Metropolitan Substructure, of which section the floor area, according to the said sectional plan is 26 (twenty-six) square metres in extent; and

an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section specified in a scheduled endorsed on the said sectional plan, held by the Defendant under Certificate of Registered Title ST77045/1995; and

an exclusive use area described as Parking P6, measuring 14 (fourteen) square metres, being as such part of the common property comprising the land and the scheme known as Ivanhoe, in respect of the land and building or buildings situated at Vereeniging Township, in the area of the Eastern Vaal Metropolitan Substructure, Local Authority, as shown and more fully described on the Amended Sectional Plan SS240/1992, held by Notarial Deed of Session SK6028/1995S, being 303 Ivanhoe, Smuts Avenue, Vereeniging.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of bedroom, bathroom 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, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on the 30th day of September 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 105080/Mr N. Georgiades/cb.) DX Jhb.

Case No. 18252/96

PH 630

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and WERNER WALTER SCHOTT, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 19 November 1996 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Portion 1 of Erf 409, Johannesburg North, measuring 992 (nine hundred and ninety-two) square metres, held by the Defendant under Deed of Transfer T15126/1993, being 3 Asbes Street, Johannesburg North.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, two bathrooms, lounge, kitchen and dining-room.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 4th day of October 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 104723/Mr N. Georgiades/cb.)

Case No. 2693/96
PH 630

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JERRY MALULEKE, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at Klaburn Court, 22B Ockerse Street, Krugersdorp, on Wednesday, 20 November 1996 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Krugersdorp, at Klaburn Court, 22B Ockerse Street, Krugersdorp:

Erf 97, Monument, Krugersdorp, measuring 1 041 (one thousand forty-one) square metres, held by the Defendant under Deed of Transfer T52913/1992, being 104 Paul Kruger Drive, Krugersdorp.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, two bathrooms, lounge, kitchen and dining-room.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 4th day of October 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 103651/Mr C. Livingstone/cb.)

Case No. 5796/96
PH 630

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and CONRAD JOHANNES FICK, First Defendant, and THERESA VERONA FICK, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 19 November 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, at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 503, Fontainebleau, measuring 1 784 (one thousand seven hundred eighty-four) square metres, held by the Defendants under Deed of Transfer T39628/1974, being 110 Rabie Street, Fontainebleau, Randburg.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, two bathrooms, lounge, dining-room, family room, study, kitchen, laundry, granny flat, three garages, three carports 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 R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 4th day of October 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 103843/Mr C. Livingstone/cb.)

Case No. 125383/93

PH 176

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

**In the matter between CITY COUNCIL OF JOHANNESBURG, Plaintiff, and
STAND 379/1 KEW CLOSE CORPORATION, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 16 February 1994, the property listed hereunder will be sold in execution on Friday, 15 November 1996 at 10:00, in front of the Magistrate's Court, Fox Street entrance, Johannesburg, namely:

Erf 379/1, Kew, measuring 1 487 square metres, situated at 105 Eighth Avenue, Kew, held by Deed of Transfer T30750/1991, a vacant stand, but nothing is guaranteed.

And take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg Central, 131 Marshall Street, Johannesburg, and contain, *inter alia*, the following provisions:

1. Ten per cent (10%) of the purchase price in cash on the day of the sale.
2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.
3. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) on the proceeds of sale.
4. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

Dated at Johannesburg on this 26th day of September 1996.

C. L. de Ceglie, for Moodie & Robertson, 14th Floor, Jorissen Place, 66 Jorissen Street, Braamfontein; P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 403-6502.] (Ref. R11-8566341/DvW.)

Case No. 017511/96

PH 507

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between STANDARD BANK OF SA LTD, Plaintiff, and MAHARAJ, R. R., Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), dated 19 August 1996 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on 12 November 1996 at 10:00, at First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, to the highest bidder. The conditions of sale will be read out by the auctioneer at the time of the sale and same can be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 1875, Albertsdal Extension 7 Township, Registration Division IR, Province of Gauteng, area 900 (nine hundred) square metres, situation 19 Bandolierskop Street, Albertsdal, Alberton.

Improvements (not guaranteed): Entrance hall, lounge, dining-room, kitchen, two bedrooms, bath, w.c., shower and a plastered single storey, brick dwelling under tiled roof.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the office of the Acting Sheriff, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton.

Dated at Alberton on this 14th day of October 1996.

B. Blignaut, for Blakes Incorporated, Second Floor, Stats Building, 2 Fore Street, New Redruth, Alberton; P.O. Box 2236, Docex 8, Alberton. C/o Blakes Incorporated, Plaintiff's Attorneys, 14 Plein Street, Johannesburg. (Tel. 907-1522.) (Fax. 907-2081.) (Ref. Mr N. Parker/MB/AS003/72.)

Case No. 17365/92
PH 267

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

In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), formerly known as UNITED BANK LIMITED and prior to that UNITED BUILDING SOCIETY LIMITED and previously UNITED BUILDING SOCIETY, Plaintiff, and VAN HEERDEN, MELVIN MARTIN, First Defendant, and VAN HEERDEN, INGRID LYNETTE, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 14 November 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 De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Portion 79 of Erf 5447, Ennerdale Extension 9 Township, Registration Division IQ, Transvaal, measuring 455 m², held by the Defendants under Deed of Transfer T47566/1988, being Portion 79 of Erf 5447, Ennerdale Extension 9.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, 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 R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 27th day of September 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z49912/JHBFCLS/Mr Abdinor/Mrs Monsanto.)

Case No. 33698/92
PH 267

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

In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and MOSALA, MANTSO MARTHA, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 15 November 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 Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Erf 852, Zone 6, Sebokeng Extension 2 Township, Registration Division IQ, Province of Gauteng, measuring 494 m², held by the Defendant under Certificate of Right of Leasehold TL14853/1990, being 852 Sone 6, Sebokeng Extension 2.

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 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, 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 R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 3rd day of October 1996.

Routledges Incorporated, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z60929/WRFCLS/Mr Rumsey/Mrs Leukemans.)

**Case No. 8401/94
PH 267**

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

**In the matter between COMBINED MORTGAGE NOMINEES (PTY) LIMITED, Plaintiff,
and THE TRUSTEES FOR THE TIME BEING THE VAN ONSELEN TRUST, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 14 November 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, Johannesburg North, at 131 Marshall Street, Johannesburg:

Erf 826, Houghton Estate Township, Registration Division IR, Transvaal, measuring 818 m².

Erf 827, Houghton Estate Township, Registration Division IR, Transvaal, measuring 520 m².

Erf 836, Houghton Estate Township, Registration Division IR, Transvaal, measuring 495 m².

Erf 837, Houghton Estate Township, Registration Division IR, Transvaal, measuring 495 m².

Erf 838, Houghton Estate Township, Registration Division IR, Transvaal, measuring 495 m².

Held by the Defendant under Deed of Transfer T32895/86, being 148 Louis Botha Avenue, Houghton Estate.

Note: All erven to be sold together as one.

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

The property consists of: A semi complete/partially constructed old age home/frail care centre.

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

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 R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 26th day of September 1996.

Routledges Incorporated, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. I94343/Mr Rumsey/sm.)

**Case No. 26960/95
PH 267**

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

In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), formerly known as UNITED BANK LIMITED, and prior to that UNITED BUILDING SOCIETY LIMITED, and previously UNITED BUILDING SOCIETY, Plaintiff, and MOTLHALE, TIMOTHY BUTI, First Defendant, MOTLHALE, KELETSO FLORA, Second Defendant, and MOTLHALE, JOSEPH MASEGO, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the Sheriff's Salesrooms, 10 Liebenburg Street, Roodepoort, on Friday, 15 November 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, Roodepoort South, at 10 Liebenburg Street, Roodepoort:

The right of leasehold in respect of Erf 2646, Dobsonville Township, Registration Division IQ, Transvaal, measuring 280 m², held by the Defendants under Certificate of Right of Leasehold TL18336/1989, being 2646 Mphepheto Drive, Dobsonville.

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

The property consists of: Lounge, two bedrooms, bathroom/toilet, kitchen, garage, two servant's rooms and two outside toilets.

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

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 R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 25th day of September 1996.

Routledges Incorporated, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA7019/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 2987/96
PH 267

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and BOMAN, JIVRAJ,
First Defendant, and BOMAN, VILETTA SUZETTE, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 50 Edwards Avenue, Westonaria, on Friday, the 15 November 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, Westonaria, at 50 Edwards Avenue, Westonaria:

Erf 5463, Lenasia South Extension 4 Township, Registration Division IQ, Province of Gauteng, measuring 722 m², held by the Defendants under Deed of Transfer T56116/1994, being 5463 Nagga Hill, Lenasia South Extension 4.

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

The property consists of: Entrance hall, lounge, 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, 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 R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 23rd day of September 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA7876/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 18071/96
PH 267

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and VAN WYK, PETRUS DANIEL,
First Defendant, and VAN WYK, SARAH MARIA, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the office of the Sheriff for the Supreme Court, Randfontein, 19 Pollock Street, Randfontein, on Friday, 15 November 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, Randfontein, 19 Pollock Street, Randfontein:

Erf 547, Toekomsrus Township, Registration Division IQ, Province of Gauteng, measuring 317 m², held by the Defendants under Deed of Transfer T13389/1988, being 547 Appel Street, Toekomsrus.

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, kitchen, garage and store-room.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank, 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 R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 25th day of September 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA9623/WRFCLS/Mr Rumsey/Mrs Leukemans.)

**Case No. 7756/96
PH 267**

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff,
and ROYLANCE, ANTHONY IAN, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at Fourth Floor, Standard Bank Chambers, President Street, Germiston, on Thursday, 14 November 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, Germiston, Fourth Floor, Standard Bank Chambers, President Street, Germiston:

Section 177 as shown and more fully described on Sectional Plan SS117/91, in the scheme known as Doonside-Kingsborough, situated at Bedford Gardens Township, Bedfordview Local Authority, measuring 76 m², 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, held by the Defendant under Deed of Transfer ST54851/1992, and an exclusive use area described as Parking PK40, measuring 19 m², being as such part of the common property comprising the land and the scheme known as Doonside-Kingsborough in respect of the land and building or buildings situated at Bedford Gardens Township, Bedfordview Local Authority as shown and more fully described on Sectional Plan SS117/1991, held under Notarial Deed of Cession SK2695/1992S and held by Certificate of Real Rights SK1599/1991S, being Unit 177, Flat 504, Doonside-Kingsborough, Leicester Road, Bedford Gardens and Parking PK40.

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

The property consists of: Lounge, dining-room, kitchen, bathroom/toilet and one and a half bedrooms.

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

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 R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 27th day of September 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA8160/ERFCLS/Mr Abdinor/Mrs Monsanto.)

**Case No. 17587/96
PH 267**

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and
BOIKANGO, MEME BENJAMIN, First Defendant, and BOIKANGO, KEDIBONE SARAH, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 22B Ockerse Street, Krugersdorp, on Wednesday, 13 November 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, 22B Ockerse Street, Krugersdorp:

The right of leasehold in respect of Erf 13047, Kagiso Extension 8 Township, Registration Division IQ, Province of Gauteng, measuring 365 (three hundred and sixty-five) square metres, held by the Defendants under Certificate of Right of Leasehold TL30875/1990, being 13047, Kagiso.

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 R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 9th day of October 1996.

Routledges Incorporated, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA8945/WRF-CLS/Mr Rumsey/Mrs Leukemans.)

Saak No. 3942/96

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

In die saak tussen NBS BANK BEPERK (voorheen bekend as NATAL BOUVERENIGING BEPERK), Eiser, en MOLEFE JOHANNES MOKOENA, Eerste Verweerder, en JANE KHANYISILE MOKOENA, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 24 Mei 1996, eiendom hieronder uiteengesit en in eksekusie verkoop op 14 November 1996 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 748, Maokeng-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Gauteng, distrik Kempton Park, ook bekend as Maokeng-uitbreiding 1 No. 748, Tembisa, 466 (vierhonderd ses-en-sestig) vierkante meter groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Drie slaapkamers, badkamer, toilet, sitkamer, kombuis en teëldak.

Voorwaardes van verkoping:

1. Die koopprijs 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 3de dag van Oktober 1996.

C. Krüger, vir Nel, Oosthuizen & Krüger, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. CK/sv/M396/MIM343.)

Saak No. 5620/96

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

In die saak tussen NBS BANK BEPERK, Eiser, en DIE ANFIELD FAMILIETRUST, Eerste Verweerder, ERNEST HENRY ANFIELD, Tweede Verweerder, en SUSANNA MARIA ANFIELD, Derde Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 8 Julie 1996, eiendom hieronder uiteengesit en in eksekusie verkoop op 14 November 1996 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 310, Glen Marais-dorpsgebied, Registrasieafdeling IR, Gauteng, distrik Kempton Park, ook bekend as Aandsterweg 10, Glen Marais, 1 546 (eenduisend vyfhonderd ses-en-veertig) vierkante meter groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Drie slaapkamers, drie badkamers, twee storte, vier toilette, sitkamer, eetkamer, studeerkamer, familiekamer, kombuis, spens, spoelkombuis, waskamer, twee motorhuise, teëldak, motorafdak, swembad, braai, patio en oprit.

Voorwaardes van verkoping:

1. Die koopprijs 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 8ste dag van Oktober 1996.

C. Krüger, vir Nel, Oosthuizen & Krüger, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. CK/sv/M428/MIA300.)

Saak No. 10616/95

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

In die saak tussen NBS BANK BEPERK (voorheen bekend as NATAL BOUVERENIGING BEPERK), Eiser, en S B P DEVELOPMENT CORPORATION (PTY) LTD, Eerste Verweerder, en CHRISTOFFEL JACOBUS GOLDEN, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 20 Oktober 1995, eiendom hieronder uiteengesit en in eksekusie verkoop op 14 November 1996 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 1365, Kempton Park-uitbreiding 5-dorpsgebied, Registrasieafdeling IR, Gauteng, distrik Kempton Park, ook bekend as Granaatstraat 22, Kempton Park, 1 160 (eenduisend eenhonderd-en-sestig) vierkante meter groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Ses kantore, twee badkamers, twee toilette, studeerkamer, ontvangslokaal, twee onvoltooide motorhuise en teëldak.

Voorwaardes van verkoping:

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

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

Aldus gedoen en geteken te Kempton Park op hede hierdie 4de dag van Oktober 1996.

C. Kruger, vir Nel & Oosthuizen Prokureurs, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. CK/sv/M308/MIG345.)

Saak No. 761/96

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

In die saak tussen NBS BANK BEPERK, Eiser, en STEPHANUS JACOBUS HENRICO, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 21 Februarie 1996, en eiendom hieronder uiteengesit en in eksekusie verkoop word op 14 November 1996 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Eenheid 34, Deeltitelplan SS221/88, Tudor Village 1, Erf 995, Norkem Park-uitbreiding 1-dorpsgebied, Kempton Park/Tembisa Metropolitaanse Substruktuur, ook bekend as Tudor Village 1 34, Quintus van der Waltrylaan, Norkem Park, 76 m² (ses-en-sewentig) vierkante meter groot en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema toegeken aan die genoemde deel in ooreenstemming met die deelnemende kwota soos geëndoseer op die deeltitelplan. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Twee slaapkamers, badkamer, twee toilette, sitkamer, kombuis, teëldak, motorafdak en oprit.

Voorwaardes van verkoping:

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

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

Aldus gedoen en geteken te Kempton Park op hede hierdie 7de dag van Oktober 1996.

C. Kruger, vir Nel & Oosthuizen Prokureurs, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. CK/sv/M362/MIH441.)

Saak No. 13817/95

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

In die saak tussen NBS BANK BEPERK (voorheen bekend as NATAL BOUVERENIGING BEPERK), Eiser, en BASIL CLIVE BAKER, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 15 Januarie 1996, eiendom hieronder uiteengesit en in eksekusie verkoop op 14 November 1996 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 795, Edleen-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, distrik Kempton Park, ook bekend as Arthur McDonaldstraat 14, Edleen, 1 000 m² (eenduisend) vierkante meter groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Vier slaapkamers, twee badkamers, twee toilette, familie/TV-kamer, sitkamer, eetkamer, kombuis, twee motorhuise, teëldak, swembad en oprit.

Voorwaardes van verkoping:

1. Die koopprijs 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 7de dag van Oktober 1996.

C. Kruger, vir Nel & Oosthuizen Prokureurs, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. CK/sv/M347/MIB924.)

Saak No. 3938/96

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

In die saak tussen NBS BANK BEPERK, Eiser, en SAMUEL JOHANNES BEUKES, Eerste Verweerder, en JOHANNA ADRIANA BEUKES, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 14 Junie 1996, eiendom hieronder uiteengesit en in eksekusie verkoop op 14 November 1996 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 1509, Norkem Park-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Gauteng, distrik Kempton Park, ook bekend as Fanie de Klerkstraat 5, Norkem Park, 1 010 (eenduisend-en-tien) vierkante meter groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Drie slaapkamers, twee badkamers, twee toilette, twee sitkamers, studeerkamer, familie/TV-kamer, eetkamer, kombuis, teëldak en oprit.

Voorwaardes van verkoping:

1. Die koopprijs 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 die 7de dag van Oktober 1996.

C. Krüger, vir Nel, Oosthuizen & Krüger, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. CK/sv/M392/MIB033.)

Saak No. 5389/96

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

In die saak tussen NBS BANK BEPERK, Eiser, en THEODORE JOHANNES COETZEE, Eerste Verweerder, en PETRONELLA PATRICIA COETZEE, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 11 September 1996, eiendom hieronder uiteengesit en in eksekusie verkoop op 28 November 1996 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 591, Bonaero Park-dorpsgebied, Registrasieafdeling IR, Gauteng, distrik Kempton Park, ook bekend as Louis Bothastraat 49, Bonaero Park, 803 (agthonderd-en-drie) vierkante meter groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Drie slaapkamers, badkamer, toilet, sitkamer, eetkamer, kombuis, motorhuis, teëldak, motorafdak, swembad en oprit.

Voorwaardes van verkoping:

1. Die koopprijs 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 die 8ste dag van Oktober 1996.

C. Krüger, vir Nel, Oosthuizen & Krüger, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. CK/sv/M417/MIC553.)

Saak No. 7523/96

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

In die saak tussen NBS BANK BEPERK (voorheen bekend as NATAL BOUVERENIGING BEPERK), Eiser, en VUSIMUZI LONDON LANGA, Eerste Verweerder, en SEMEN MARIA LANGA, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 9 September 1996, eiendom hieronder uiteengesit en in eksekusie verkoop op 14 November 1996 om 10:00, by die Balju-kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 968, Maokeng-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Gauteng, distrik Kempton Park, ook bekend as Maokeng-uitbreiding 1 968, Tembisa, 389 (driehonderd nege-en-tagtig) vierkante meter groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Drie slaapkamers, badkamer, toilet, sitkamer, kombuis en teëldak.

Voorwaardes van verkoping:

1. Die koopprijs 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 die 9de dag van Oktober 1996.

C. Krüger, vir Nel, Oosthuizen & Krüger, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. CK/sv/M432/MIL543.)

Saak No. 7728/96

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

In die saak tussen NBS BANK BEPERK (voorheen bekend as NATAL BOUVERENIGING BEPERK), Eiser, en FRANK ELIFAS MASHELE, Eerste Verweerder, en NESLINAH MNESI MASHELE, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 9 September 1996, eiendom hieronder uiteengesit en in eksekusie verkoop op 14 November 1996 om 10:00, by die Balju-kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Reg, titel en belang gehou deur Verweerders oor sekere Erf 662, Tsenolong-dorpsgebied, Registrasieafdeling IR, Gauteng, in die distrik Kempton Park, ook bekend as Tsenolong Seksie 662, Tembisa, 420 m² (vierhonderd-en-twintig) vierkante meter groot.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Drie slaapkamers, badkamer, toilet, sitkamer, eetkamer, kombuis, drie buitekamers en teëldak.

Voorwaardes van verkoping:

1. Die koopprijs 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 10de dag van Oktober 1996.

C. Krüger, vir Nel, Oosthuizen & Krüger, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. CK/sv/M448/MIM402.)

Saak No. 3159/96

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

In die saak tussen NBS BANK BEPERK, Eiser, en MULATELO JOHANNES PHASWANA, Eerste Verweerder, en MARIA TSHILOLO PHASWANA, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 13 September 1996, eiendom hieronder uiteengesit en in eksekusie verkoop op 14 November 1996 om 10:00, by die Balju-kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Deel 44, Deelplan SS232/95, Falcon Haven, Erf 1494, Terenure-uitbreiding 29-dorpsgebied, Plaaslike Owerheid van Kempton Park/Tembisa Metropolitaanse Substruktuur, ook bekend as Falcon Haven 44, hoek van P91 en Kwartelstraat, Terenure, 61 m² (een-en-sestig) vierkante meter, groot en 'n onverdeelde aandeel in die gemeenskaplike eiendom toegeken aan die deel in ooreenstemming met die deelnemende kwota soos gespesifiseer op die deelplan.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Twee slaapkamers, badkamer, toilet, sitkamer, kombuis, teëldak, swembad en oprit.

Voorwaardes van verkoping:

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

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

Aldus gedoen en geteken te Kempton Park op hede hierdie 10de dag van Oktober 1996.

C. Krüger, vir Nel, Oosthuizen & Krüger, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. CK/sv/M380/MIP483.)

Saak No. 5068/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen ABSA BANK BEPERK, handeldrywend as ALLIED BANK, Eksekusieskuldeiser, en PETER ALAN ERASMUS, Eerste Eksekusieskuldenaar, en BAREND IZAK BOTES, Tweede Eksekusieskuldenaar

Ten uitvoer van 'n vonnis wat die Landdros van Pietersburg toegestaan het op 9 September 1996 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 6 Desember 1996 om 10:00, by die Landdroskantoor, Pietersburg, aan die hoogste bieder, naamlik:

Resterende gedeelte van Erf 69, Annadale-dorpsgebied, Registrasieafdeling LS, Noordelike Provinsie, groot 952 (nege-honderd twee-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T58952/94.

Die eiendom kan omskrywe word soos volg: Woonhuis geleë te Bushstraat 20, Annadale, Pietersburg, en bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en woonstel.

Terme: Die veilingskoste 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 bougenootskapwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Landdroshof, Pietersburg en kan te eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 15de dag van Oktober 1996.

W. A. H. Nel, vir Steytler Nel & Calitz, Eerste Verdieping, Pioneersentrum, Landdros Maréstraat 52, Pietersburg. (Verw. mnr. Nel/CF/ANA 263.)

**Case No. 19352/96
PH 136**

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MTHOMBENI, ROBERT JAN, First Defendant, and MTHOMBENI, TSAKANI LISBETH, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be conducted by the Sheriff, Soweto West, at the offices of the Sheriff, 131 Marshall Street, Johannesburg, on Thursday, 14 November 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, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Soweto West at 32 Von Brandis Street, Johannesburg.

Erf 2676, Protea Glen Extension 2 Township, Registration Division IQ, Province of Gauteng, situated at 2676 Protea Glen Extension 2, Soweto, measuring 276 (two hundred and seventy six) square metres, held under Certificate of Ownership TE60419/1992.

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

Zoning: Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent). Minimum charge R260 (two hundred and sixty rand).

Dated the 17th day of October 1996.

C. B. McEwan, Plaintiff's Attorneys, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/20M918.)

Case No. 11564/96
PH 136

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
NYEMBE, LINDIWE FAITH, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be conducted by the Sheriff, Soweto West, at the offices of the Sheriff, 131 Marshall Street, Johannesburg, on Thursday, 14 November 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, prior to the sale, at the offices of the Sheriff, Soweto West at 32 Von Brandis Street, Johannesburg:

Erf 1901, Protea North Township, Registration Division IQ, Province of Gauteng, situated at 1901 Protea North, Soweto, measuring 276 (two hundred and seventy-six) square metres, held under Deed of Transfer T6787/1994.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Brick dwelling with a tiled-roof consisting of lounge, dining-room, kitchen, three bedrooms and bathroom.

Zoning: Residential.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent). Minimum charge R260 (two hundred and sixty rand).

Dated the 17th day of October 1996.

C. B. McEwan, Plaintiff's Attorneys, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/20N242.)

NOTICES OF SALES IN EXECUTION (GERMISTON MAGISTRATE'S COURT)

All the sales in execution are to be held at the offices of the Sheriff, Germiston North, Fourth Floor, Standard Towers, 247 President Street, Germiston, on Thursday, 14 November 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, voetstoets, and subject to the Magistrate's Courts Act, No. 32 of 1944.

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

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

4. Improvements as set out hereunder are not guaranteed.

Case Number: 17349/96.

Judgment Debtor/s: **ANGER PROPERTIES CC.**

Property: A unit consisting of:

(a) Section No. 2 as shown and more fully described on Sectional Plan No. SS47/1992 in the scheme known as Trudie Court in respect of the land and building or buildings situated at Marlands Extension 4 Township, Transitional Local Council of Greater Germiston, of which the floor area, according to the said sectional plan is 92 (ninety-two) square metres in extent; and

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer No. ST28200/1995.

2. An exclusive use area described as Garden No. G2, measuring 62 (sixty-two) square metres, being as such part of the common property, comprising the land and the scheme known as Trudie Court, in respect of the land and building or buildings situated at Marlands Extension 4 Township in the area of the Transitional Local Council of Greater Germiston as shown and more fully described on Sectional Plan No. SS47/1992, held under Notarial Deed of Cession SK2292/1995S.

3. An exclusive use area described as parking P2, measuring 17 (seventeen) square metres being as such part of the common property, comprising the land and the scheme known as Trudie Court, in respect of the land and building or buildings situated at Marlands Extension 4 Township in the Area and the Transitional Local Council of Greater Germiston as shown and more fully described on Sectional Plan SS47/1992, held under Notarial Deed of Cession SK2292/1995S, situate at Unit 2 Trudie Court, cnr 5th & Kembo Streets, Marlands Extension 4, Germiston.

Improvements: Detached single storey brick built residence under asbestos roof comprising 6 rooms other than kitchen and 2 bathrooms with outbuildings comprising garage and garden.

Reference MA0040.

Henry Tucker & Partners, Attorneys for Plaintiff, 6th Floor, Permanent Building, 165 Meyer Street, Germiston. (Ref. L. Ruthven.) [Tel. (011) 825-1015.]

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, 13 November 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 Magistrates' Courts Act, Act No. 32 of 1944.

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

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

4. Improvements as set out hereunder are not guaranteed.

Case No. 2673/96

Judgment Debtor: ALBERT MPHAKA MOFOKENG and THOKOZILE SELINA MOFOKENG.

Property: Erf 797, Likole Township, Registration Division IR, Province of Gauteng, situated at Erf 797, Likole, Kattlehong, Alberton.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

Reference: MM0945.

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

Case No. 9603/95

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

In the matter between ABSA BANK LTD (UNITED BANK DIVISION), Plaintiff, and BENITA ANN SARVARI, Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court where Property Mart will be the auctioneers, duly authorised thereto, on Friday, 15 November 1996 at 11:00, at the premises situated at 4 Greyling Street, Brakpan North Extension 2, Brakpan, to the highest bidder:

Certain Erf 909, Brakpan North Extension 2 Township, Registration Division IR, Transvaal, also known as 4 Greyling Street, Brakpan North Extension 2, Brakpan, measuring 970 square metres, held by Deed of Transfer T28721/1994.

Improvements: The following improvements on the property are reported, though in this regard nothing is guaranteed: Brick building with tiled roof with three bedrooms, bathroom, lounge, dining-room, kitchen, garage and enclosed with pre-cast walling.

Conditions of sale:

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance plus interest at the rate of 18,25% (eighteen comma two five per cent) per annum against transfer to be secured by a bank guarantee to be approved by the Plaintiff's attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, as well as at the office of Property Mart Auctioneers, First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove.

Dated at Springs on this 8th day of October 1996.

A. Visser, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, P.O. Box 16, Docex 6, Springs. (Tel. 812-1050.) (Ref. A. Visser/GG/B42995.) C/o Trollip, Cowling & Janeke, Market Buildings, 610 Voortrekker Street, Brakpan, 1540.

CAPE • KAAP

Case No. 6447/96

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

In the matter between ABSA BANK LIMITED, Judgment Creditor, and GODFREY RAYMAN ADAMS, First Judgment Debtor, and MAGDALENE ADAMS, Second Judgment Debtor

The following property will be sold in execution at the Kuilsriver Court-house on Friday, 22 November 1996 at 09:00, to the highest bidder:

Erf 4072, Eerste River, in extent 282 square metres, held by T36517/1989 situated at 21 Everest Close, Heidepark, Eerste River, Cape.

1. The following improvements are reported but not guaranteed: Brick building tiled roof, two bedrooms, lounge, kitchen, bathroom and toilet.

2. *Payment:* A deposit of ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance plus interest at the current rate of 18,25% (eighteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to 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 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.

H Mohamed & Associates, Attorneys for Judgment Creditor, corner of Klipfontein and Belgravia Roads, Athlone. (Ref. Coll/ML/sg18/58672/96.)

Case No. 18213/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between THE STANDARD BANK OF S.A. LIMITED, Execution Creditor, and JACOBUS GEORGE FRANS, First Execution Debtor, and LOUISA FRANS, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain, dated 3 June 1996 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 Tuesday, 19 November 1996 at 11:00, on site:

Erf 2885, Weltevreden Valley, situated in the area of the Transitional Metropolitan Substructure of Cape Rural Council Division Cape, Western Cape Province, in extent two hundred and fifty (250) square metres, held by Deed of Transfer T12211/1992.

Street address: 19 Oasis Crescent, Colorado, Mitchells Plain, Cape.

Conditions of sale:

(1). The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, Act No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attached to the property contained in the relevant title deeds.

(2). The following information is furnished but not guaranteed: A single dwelling consisting of lounge, three bedrooms, kitchen, bathroom and toilet.

(3). The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain (North).

(4). Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance, together with interest thereon at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer, against registration of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days to the date of sale.

Dated at Athlone on this 30th day of September 1996.

H Mohamed & Associates, Attorneys for Execution Creditor, corner of Klipfontein and Belgravia Roads, Athlone.
(Ref. Coll/ML/sg15/56891/95.)

Saak No. 5380/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen ABSA BANK BEPERK, handeldrywend as ALLIED BANK, Eiser, en JOHN FORTUIN, Eerste Verweerder, en MARILYN FORTUIN, Tweede Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 22 Augustus 1996 en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom op 18 November 1996 om 10:00, te Cornflowerstraat 58, Groenheuwel, Paarl, geregteik verkoop sal word, naamlik:

Erf 18061, Paarl, groot 238 vierkante meter, ook bekend as Cornflowerstraat 58, Groenheuwel, Paarl, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Du Toitstraat 40, Paarl, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van koopsom op datum van veiling.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.
4. Reserweprys wat op veiling aangekondig sal word.

Gedateer te Paarl op hede die 30ste September 1996.

Faure & Faure, Patriotpersgebou, Hoofstraat 227, Paarl, 8711200 (Posbus 20), Paarl, 7622. (Verw. SV/NR0003.)

Case No. 4110/92

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

**In the matter between STANDARD CREDIT CORPORATION, Judgment Creditor and
Mr G. T. MURRAY, Judgment Debtor**

The following will be sold in execution at 65 Old Paarl Road, Kraaifontein, for the District of Kraaifontein, on Monday, 9 Desember 1996 at 12:45, to the highest bidder:

Erf 8569, measuring 397 square metres, held by T82233/1994, situated at 65 Old Paarl Road, Kraaifontein, in the Transitional Metropolitan Substructure of Kraaifontein, also known as 65 Old Paarl Road, Kraaifontein.

1. The following improvements on the property are reported but nothing is guaranteed: Brick building, lounge, television room, open-plan kitchen, two bathrooms, three bedrooms, toilet and double garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 20% calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer which amounts are to be secured by approved bank guaranteed cheque to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the Sheriff prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers Incorporated, Plaintiff's Attorneys, First Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town.
(Ref. Mrs V. Beswick/106101.)

Saak No. 5388/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen KIMBERLEY MUNISIPALITEIT, Eiser, en V. G. S. PIETERSE, Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros, Kimberley, op 27 Julie 1995 en lasbrief vir eksekusie, sal die volgende eiendom in eksekusie verkoop word op 7 November 1996 om 10:00, voor die Landdroskantoor te Kimberley deur die Balju, Kimberley, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf 12334, Kimberley, geleë in die munisipaliteit en administratiewe distrik Kimberley, beter bekend as Rivertonweg 8, Kimberley, groot 620 (seshonderd-en-twintig) vierkante meter, sonering geleë in die stad en distrik Kimberley, provinsie Noord-Kaap, gehou kragtens Transportakte T1131/1972, onderworpe aan Verbandakte B1422/1988 ten gunste van Saambou Bank.

Die verkoopvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

Geteken te Kimberley op hierdie 7de dag van Oktober 1996.

K. J. Spangenberg, vir Van de Wall & Vennote, Van de Wallgebou, Southeystraat, Kimberley, 8301. (Verw. mnr. K. Spangenberg/zlr/ZD6987.)

Case No. 5629/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between BANK OF LISBON INTERNATIONAL LIMITED, Plaintiff, and MOGAMAT GAZALIE SOEKER, trading as G & S CONSTRUCTIONS, Defendant

In execution of the judgment of the Supreme Court (Cape of Good Hope Provincial Division) in the above matter, a sale will be held in front of the premises, Erven 175 and 210, Tuin Street, Hopefield on 15 November 1996 at 12:00, of the following immovable properties:

Erf 175, Hopefield, in the Municipality of Hopefield, Division of Malmesbury, in extent 3 569 square metres; Erf 210, Hopefield, in the Municipality of Hopefield, Division of Malmesbury, in extent 2 677 square metres.

1. The seller is subject to the rules of the Supreme Court, the property being sold voetstoots and as it stands, and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the rules of the Supreme Court.

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, however, at his option, pay a deposit of 10% (ten per cent) 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 for the Supreme Court, Moorreesburg, 11 Graan Street, Moorreesburg.

B. Halliday, for Herbsteins Inc., Plaintiff's Attorneys, 17th Floor, 2 Long Street, Cape Town. (Ref. BH/ns/27791.)

Case No. 48721/96

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 RONALD PIETERSE, Defendant**

In pursuance of a judgment dated 25 July 1996 and an attachment on 7 October 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 Friday, 15 November 1996 at 14:15:

Section 2, as shown and more fully described as Sectional Plan SS121/1981, in the building or buildings known as Nemi situated at Mount Road, in extent 85 square metres, situated at 2 Nemi Court, Fettes Road, Sydenham, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached conventional dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge, kitchen and carport.

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 South, 36 North Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale. Sheriff's charges 2,5% (two comma five per cent) on first R30 000 and thereafter 1,5% (one comma five per cent) with a minimum of R260 and a maximum of R4 000, and auctioneer's charges 4,5% (four comma five per cent) plus VAT in both cases are also payable on date of sale.

Dated at Port Elizabeth on this 10th day of October 1996.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Saak No. 884/96

IN DIE LANDDROSHOF VIR DIE DISTRIK DE AAR GEHOU TE DE AAR

In die saak tussen JAJ ONTWIKKELINGS BK, Eiser, en mnr. PIET KETJOE, Verweerder

Ter uitvoering van die vonnis van die Landdros, De Aar, en 'n lasbrief vir eksekusie gedateer 6 Mei 1996, sal die volgende erf per veiling vir kontant verkoop word op Woensdag, 6 November 1996 om 10:00, te die kantore van die Balju, Hoofstraat 68, De Aar, aan die hoogste bieder, naamlik:

Erf 2750, geleë te Caroluspoortweg 25, De Aar.

Joseph & Van Rensburg, Prokureur vir Eiser, Hoofstraat 29 (Posbus 139), De Aar, 7000.

Case No. 954/94

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

In the matter between ABSA BANK LIMITED, Plaintiff, and JACOBUS JOHANNES ANDREWS, First Defendant, and MARIA ANDREWS, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Vredenburg, the following will be sold in execution at 10:00, on 15 November 1996, on site to the highest bidder:

Erf 3621, portion of Erf 3471, Vredenburg; 400 (four hundred) square metres, held by Deed of Transfer T77151/93, situated at 45 Primrose Crescent, Vredenburg, three bedrooms, bathroom/toilet, lounge and kitchen.

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's Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of ten per cent (10%) 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 19,25% (nineteen comma two five per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within fourteen (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, Vredenburg.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. C. Silverwood/Z31466.)

Saak No. 2371/96

IN DIE LANDDROSHOF VIR DIE DISTRIK SOMERSET-WES GEHOU TE SOMERSET-WES

In die saak tussen ABSA BANK BEPERK, handeldrywende as ALLIED BANK BPK., Eiser, en M. D. MANUEL, Eerste Verweerder, en R. MANUEL, Tweede Verweerder

Die volgende eiendom sal in eksekusie verkoop word op die perseel van die Landdroshof, Somerset-Wes, op Dinsdag, 12 November 1996 om 10:00, aan die hoogste bieder:

Erf 3096, Macassar, in die gebied van die Metropolitaanse Oorgangstruktuur van Macassar, afdeling Stellenbosch, provinsie Wes-Kaap, groot 273 (tweehonderd drie-en-sewentig) vierkante meter, gehou kragtens Transportakte T19642/95, geleë te Tobago Place 6, Macassar, Somerset-Wes.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: Teëldak, Vibrecrete-omheining, twee slaapkamers, kombuis, sitkamer, badkamer en toilet.

2. *Betaling*: 10% (tien persent) van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans (plus rente teen die heersende koers van 19,25% p.a. bereken op die Vonnisskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag) teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping afgelewer moet word.

3. Die Balju sal van enige bieër vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes*: Die volledige veilingvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Gedateer te Kaapstad op hierdie 30ste dag van September 1996.

A. F. Brand, vir De Klerk & Van Gend, Prokureur vir Eiser, Volkskasgebou, Adderleystraat, Kaapstad, 8001.

Case No. 22039/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between 93 LOWER MAIN ROAD CC, Plaintiff, and Mr. B. Q. BRENTON, Defendant

In pursuance of a judgment in the Court of the Magistrate's of Mitchells Plain, and writ of execution dated 7 December 1993, the following property will be sold in execution on Thursday, 14 November 1996 at 10:00, to the highest bidder at 14 Almarie Road, Morgenster, Mitchells Plain:

Certain Erf 0040672, Mitchells Plain, in the local area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of the Western Cape, measuring 264 (two hundred and sixty-four) square metres, held by Deed of Transfer T3667/1993, also known as 14 Almarie Road, Morgenster, Mitchells Plain.

Dated at Claremont on this 20th day of September 1996.

A. R. van der Lith & Company, Anrob House, 12 Protea Road, Claremont. (Ref. A. Slabbert/JL/Z17730.)

Case No. 11396/96

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 WAYNE JONKER, Defendant

In pursuance of a judgment dated 7 August 1996 and an attachment on 20 September 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 Friday, 15 November 1996 at 14:15:

Section 6, as shown and more fully described on Sectional Plan SS121/1981, in the scheme known as Nemi in respect of the land and building or buildings situated at Mount Road, in the Municipality of Port Elizabeth, in extent 83 square metres, situated at 6 Nemi Flats, North End, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is an attached conventional dwelling under an asbestos roof consisting of two bedrooms, bathroom, lounge, dining-room, kitchen and carport.

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 South, 36 North Street, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale. Sheriff's charges [2,5% (two comma five per cent) on first R30 000 (thirty thousand rand) and thereafter 1,5% (one comma five per cent) with a minimum of R260 (two hundred and sixty rand) and a maximum of R4 000 (four thousand rand)] and auctioneer's charges 4,5% (four comma five per cent) plus VAT in both cases are also payable on date of sale.

Dated at Port Elizabeth on this 9th day of October 1996.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case No. 40352/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and JEREMY ROBIN ROUTLEDGE, First Judgment Debtor, and NOZIZWE CHARLOTTE ROUTLEDGE, Second Judgment Debtor

In execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Tuesday, 12 November 1996 at 10:00, on site, of the immovable property referred to below:

Erf 65015, Cape Town at Kenilworth, situated in the area of the Transitional Metropolitan Substructure of Cape Town, Division of Cape, Province of the Western Cape, measuring 803 m² (eight hundred and three square metres), held by Deed of Transfer T33255/1995 and subject to such conditions as are contained or referred to therein, also known as 10 Abingdon Road, Kenilworth, and consisting of a single dwelling built of brick walls and a tiled roof, comprising three bedrooms, lounge, dining-room, kitchen, two toilets, bathroom, garage and room on the roof.

The said information is furnished in good faith but is not guaranteed.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth ($\frac{1}{10}$) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest at the ruling interest rate, to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

And subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Wynberg.

H. C. Stubbings, for Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town, 8001. (Ref. HCS/gr/169137/60291.)

Case No. 16496/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and RASHID AHMED SIBDA, Defendant

In pursuance of a judgment in the Court of the Magistrate of Wynberg, the following will be sold in execution on 19 November 1996 at 10:00, on site, to the highest bidder:

Erf 39657, Cape Town at Lansdowne, 623 (six hundred and twenty-three) square metres, held by Deed of Transfer T7380/95, situated at 52 Penlyn Avenue, Penlyn Estate, Lansdowne.

Entrance hall, lounge, dining-room, kitchen, family room, laundry, five bedrooms, bathroom/shower, separate toilet, two showers/w.c.'s, single garage, maid's room, shower/w.c. and storeroom.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of ten percent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale. The balance [plus interest at the current rate of 18,25% (eighteen comma two five per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. C. Silverwood/Z01054.)

Case No. 41283/95

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

**In the matter between THE BANK OF LISBON INTERNATIONAL, Plaintiff, and
JOSES JAMES VAN RENSBURG, Defendant**

In execution of a 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, 14 Lensie Road, Sasmere, Retreat, Cape, on Wednesday, 13 November 1996 at 14:00, of the following immovable property:

Erf 82221, Cape Town at Retreat, in the area of the Transitional Metropolitan Substructure of Cape Town, in the Province of the Western Cape, in extent 518 square metres.

Description: Brick dwelling consisting of two bedrooms, one and a half bathroom, kitchen, lounge, dining-room and double garage.

1. The sale is subject to the provisions of the Magistrates' Courts 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, however, at his option, pay a deposit of 10% (ten per cent) 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 for the Magistrate's Court, Wynberg.

Dated at Cape Town this day of September 1996.

B. Halliday, for Herbsteins Inc., Execution Creditor, 17th Floor, 2 Long Street, Cape Town. (Tel. 418-3333.) (Ref. BH/ns/28791.)

Case No. 3739/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between ABSA BANK LIMITED, Plaintiff, and JAKOBUS ABRAHAM NIENABER, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 18 November 1996 at 11:00, on site to the highest bidder:

Erf 5664, portion of Erf 318, Kraaifontein, 743 (seven hundred and forty-three) square metres, held by Deed of Transfer T20844/95, situated at 51 Selbourne Street, Kraaifontein.

Three bedrooms (en suite), bathroom/toilet, lounge, kitchen and single 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 in so far as these are applicable.

2. A deposit of ten percent (10%) 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 19,25% (nineteen comma two five per cent) per annum, calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer of 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. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. C. Silverwood/Z01002.)

Saak No. 7644/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en
CORNELIUS JOHANNES WINDT, Eksekusieskuldenaar**

Ingevolge uitspraak van die Landdros van Kuilsrivier en lasbrief vir eksekusie teen goed gedateer 6 Augustus 1996, sal die ondervermelde eiendom op 13 November 1996 om 10:00, te Outeniquabergstraat 14, Kraaifontein, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 12878, Kraaifontein, in die gebied van die Metropolitaanse Oorgangsubstruktuur van Kraaifontein, afdeling Paarl, provinsie Wes-Kaap, groot 454 vierkante meter, gehou kragtens Transportakte T76304/95, bestaande uit twee slaapkamers, sitkamer, badkamer en kombuis.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Kuilsrivier, nagesien word.

Gedateer te Kaapstad op 11 September 1996.

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP-sentrum, Thibaultplein 1, Kaapstad. (Verw. HS/G4691.)

Saak No. 7664/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen ABSA BANK BEPERK, Eiser, en WILLEM JOHANNES WILMOT, Eerste Verweerder, en
MARIKA MAGDALENE WILMOT, Tweede Verweerder**

Ingevolge uitspraak van die Landdros van Kuilsrivier en lasbrief vir eksekusie teen goed gedateer 7 Augustus 1996, sal die ondervermelde eiendom op 13 November 1996 om 11:00, te De Wet Maraispark 7, Steytlerstraat, Kraaifontein, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 16534, Kraaifontein, in die gebied van die Metropolitaanse Oorgangsubstruktuur van Kraaifontein, afdeling Paarl, provinsie Wes-Kaap, groot 278 vierkante meter, gehou kragtens Transportakte T76598/95, bestaande uit twee slaapkamers, kombuis, badkamer, sitkamer en motorafdak.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Kuilsrivier, nagesien word.

Gedateer te Kaapstad op 11 September 1996.

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP-sentrum, Thibaultplein 1, Kaapstad. (Verw. HS/G4689.)

Case No. 39484/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

**In the matter between CENTRAL SUBSTRUCTURE OF THE CAPE METROPOLITAN AREA, Plaintiff, and
Mr EDWARD FRANK TILANUS, Defendant**

The following will be sold in execution on Wednesday, 20 November 1996 at 19:00, at the Sheriff's premises at Executor Building, 7 Fourth Street, Montegue Gardens, Cape, for the District of Cape Town, to the highest bidder:

Erf 27897, Cape Town, in extent 262 (two hundred and sixty-two) square metres, held by Deed of Transfer T15542/1981, situated at 10 London Road, Observatory, Cape.

1. The following improvements are reported but not guaranteed: Dwelling: A three bedroomed house comprising of kitchen, lounge and bathroom with corrugated iron roof has been erected. The property is double storied and semi-detached.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the Standard rate currently 17,25% (seventeen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer which amounts are to be secured by bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of its ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

Dated at Athlone this 3rd day of September 1996.

H. Mohamed & Associates, Attorneys for Plaintiff, corner of Klipfontein and Belgravia Roads, Athlone. (Ref. ML/ma/15/56617/95.)

Saak No. 17675/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen METROPOLITAANSE OORGANGSUBSTRUKTUUR PAROW, Eiser, en B. WILLIAMS, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 28 Julie 1995, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 22 November 1996 om 11:45, op die perseel te Mornaystraat 163, Ravensmead, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 14892, Parow, in die gebied van die Metropolitaanse Oorgangsubstruktuur van Parow, afdeling Kaap, provinsie Wes-Kaap, groot 2 266 vierkante meter, gehou kragtens Transportakte T12033/1976.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonhuis met eetkamer, sitkamer, twee slaapkamers, badkamer, toilet en kombuis.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman (Tel. 92-0040), en/of die Balju van die Landdroshof, Bellville (Tel. 948-8326.)

Betaalvoorwaardes: Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- en/of Balju-kommissie betaal word. Die balans koopprijs is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, Bellville (Tel. 948-8326.)

Datum: 19 September 1996.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. mev. Lambrechts/6348.)

Saak No. A4656/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen METROPOLITAANSE OORGANGSUBSTRUKTUUR PAROW, Eiser, en
CORELLA PROP INV.C.C., Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 13 Junie 1996, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 19 November 1996 om 10:00, op die perseel te Thealstraat 42, Parow-Noord, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 916, Parow, in die gebied van die Metropolitaanse Oorgangsubstruktuur van Parow, afdeling Kaap, provinsie Wes-Kaap, groot 952 vierkante meter, gehou kragtens Transportakte T58471/1991.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonhuis met vier slaapkamers, sitkamer, eetkamer, kombuis, badkamer, toilet, dubbele motorhuis, motorafdak, swembad en bediendekwartiere met teëldak.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman (Tel. 92-0040), en/of die Balju van die Landdroshof, Bellville (Tel. 948-8326.)

Betaalvoorwaardes: Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- en/of Balju-kommissie betaal word. Die balans koopprijs is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman (Tel. 92-0040), en/of die Balju van die Landdroshof, Bellville (Tel. 948-8326.)

Datum: 19 September 1996.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. mev. Lambrechts/8219.)

Saak No. 4039/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen METROPOLITAANSE OORGANGSUBSTRUKTUUR PAROW, Eiser, en C. M. TOET, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 9 Julie 1996 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 19 November 1996 om 11:45, op die perseel te Aristiaslot 3, Plattekleef, Parow, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word.

Erf 21348, Parow, in die Metropolitaanse Oorgangsubstruktuur van Parow, afdeling Kaap, provinsie Wes-Kaap, groot 1 241 vierkante meter, gehou kragtens Transportakte T7142/1990.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonhuis met eetkamer, sitkamer, vier slaapkamers, kombuis, aparte badkamer/toilet en dubbele motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, Bellville (Tel. 948-8326.)

Betaalvoorwaardes: Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- en/of Balju-kommissie betaal word. Die balans koopprijs is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, Bellville (Tel. 948-8326.)

Datum: 19 September 1996.

Fourie Basson & Veldtman, Toplin Huis, Voortrekkerweg 219, Parow. (Verw. mev. Lambrechts/8128.)

Case No. 10166/96

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

**FIRST NATIONAL BANK *versus* MARK LEONARD BOOYSEN, First Defendant, and
JOSEPHINE BOOYSEN, Second Defendant**

The property: Erf 1324, Wetton.

In extent: 169 square metres.

Situated at: 59 Empire Road, Green Peace Village, Wetton.

Improvements (not guaranteed): Single dwelling of brick walls under a tiled roof consisting of two bedrooms, kitchen, lounge, bathroom and toilet.

Sale date: 27 November 1996 at 10:00.

Place of sale: 59 Empire Road, Green Peach Village, Wetton.

Material conditions: The sale will be by public auction to the highest bidder subject to 10% (ten per centum) deposit 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, Wynberg, Electric Road, Wynberg.

Dated at Wynberg this 16th day of September 1996.

Pincus Matz Marquard Hugo-Hamman, Attorney for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

Case No. 11208/93

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

In the matter between N.B.S. BANK LTD, Plaintiff, and LITHA NDABAZANDILE SIKUTSHWA, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 9 September 1993, the undermentioned property will be sold in execution at the Magistrate's Court, Goodwood, on Monday, 18 November 1996 at 11:00:

Erf 113002, Cape Town, at Cape Flats, situated in the area of the Central Substructure, Cape Division, Province of Western Cape, held by Deed of Transfer T6898/93, and comprising of brick building under tiled roof, lounge, dining-room, four bedrooms, bathroom, separate toilet, kitchen and two garages, and known as 19 Afrikander Street, Montana.

Conditions of sale:

1. The purchase price shall be paid as to 10% (ten percent) thereof in cash on the signing of the conditions of sale.
2. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 26th day of September 1996.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Saak No. 4429/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen METROPOLITAANSE OORGANGSUBSTRUKTUUR PAROW, Eiser, en H. C. SMITH, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 5 Junie 1996, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 19 November 1996 om 09:00, op die perseel, te King Edwardstraat 44, Parow, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 22535, Parow, in die gebied van die Metropolitaanse Oorgangsubstruktuur, Parow, afdeling Kaap, provinsie Wes-Kaap, groot 236 vierkante meter, gehou kragtens Transportakte T34663/1995.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonhuis met sitkamer, twee slaapkamers, kombuis, badkamer en toilet.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, Bellville (Tel. 948-8326).

Betaalvoorwaardes: 10% (tien persent) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- en/of Baljukommissie betaal word. Die balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne 14 (veertien) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, Bellville (Tel. 948-8326).

Datum: 20 September 1996.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. mev. Lambrechts/8168.)

Case No. 3452/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between NBS BANK LIMITED, Plaintiff, and Mr P. E. JOHNSON, Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuils River and writ of execution dated 8 April 1993, the property listed hereunder will be sold in execution on 28 November 1996 at 09:00, at 18 Baraco Crescent, Northpine, Brackenfell, to the highest bidder:

Certain Erf 9504, Brackenfell, in the Scottsdene Local Area, Division of Stellenbosch, and known as 18 Baraco Crescent, Northpine, Brackenfell, in extent 403 (four hundred and three) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Three bedrooms, lounge, dining-room, kitchen, one and a half bathroom and tiled roof.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court in Bellville. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 20th day of September 1996.

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (Ref. INV/MB/N191.)

Case No. 29704/96

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

In the matter between ABSA BANK LTD, formerly trading as UNITED BANK, Plaintiff (Execution Creditor), and DEON MCKLAGLIN, Defendant (Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate of Wynberg, and a writ of execution dated 27 August 1996, a sale in execution will take place on Thursday, 21 November 1996, at the premises namely, 18 Radiant Square, Sixth Avenue, Grassy Park, of:

A unit consisting of:

(a) Section 18 as shown and more fully described on Sectional Plan SS31/90, in the scheme known as Radiant Square, in respect of the land and building or buildings situated at Grassy Park, in the Local Area of Grassy Park, Cape Division, of which floor area, according to the said sectional plan, is 51 (fifty-one) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held by the Execution Debtor under Deed of Transfer T16078/94 dated 15 September 1994.

The property is a flat on the first floor consisting of two bedrooms, kitchen, lounge, bathroom and toilet.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. 10% (ten per cent) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance of the purchase price, together with interest thereon at the current building society rate, is to be paid against registration of transfer by means of a bank or building society guarantee to be furnished within 30 (thirty) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Wynberg, who shall be the auctioneer.

Dated at Cape Town this 20th day of September 1996.

T. A. Goldschmidt, for MacCallums, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/JJ/V57759.)

Case No. 189/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between JACQUES JEAN LOUIS SUPPLY, Plaintiff, and WILHELMINA VAN SITTERS, Defendant

Pursuant to a judgment of the above Court granted on 8 February 1994 and writ of execution issued thereafter, the undermentioned property will be sold in execution on Tuesday, 19 November 1996 at 13:30, at 1 Saron Street, Ravensmead:

Erf 12549, Parow, in the Municipality of Parow, Cape Division, in extent 280 (two hundred and eighty) square metres, held under Deed of Transfer T19663/89, known as 1 Saron Street, Ravensmead.

The following buildings are situated on the property although in this respect nothing is guaranteed: A freestanding house built of bricks under tiled roof, consisting of three bedrooms, lounge, kitchen and bathroom.

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

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the offices of the Acting Sheriff of the Supreme Court for the District of Bellville, Seventh Floor, B S E Centre, 89 Voortrekker Road, Bellville.

Dated at Cape Town this 3rd day of October 1996.

M. S. Frank & Frank, Plaintiff's Attorneys, Third Floor, Dumbarton House, 1 Church Street, Cape Town. (Ref. JCH/hdk/JO.3046.)

Case No. 6851/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

**In the matter between CAPE OF GOOD HOPE BANK LIMITED, Plaintiff/Execution Creditor, and
ROBERT GEORGE STORM, Defendant/Execution Debtor**

In execution of the judgment of the Magistrate's Court of Cape Town in the above matter, a sale will be held on Thursday, 14 November 1996 at 09:30, at 104 Villa Rozalle, New Church Street, Tamboerskloof, of the following immovable property:

A unit consisting of:

(1) (a) Section 13, as shown and more fully described in Sectional Plan SS27/1991, in the scheme known as Villa Rozalle, in respect of the land and building or buildings, situated at Tamboerskloof, in the area of the Transitional Metropolitan Substructure of Cape Town, of which section the floor area, according to the said sectional plan, is 84 (eighty-four) square metres in extent, and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST3140/995;

(2) an exclusive use area described as Parking Bay P5, measuring 13 (thirteen) square metres, being as such part of the common property, comprising the land and the scheme known as Villa Rozalle, in respect of the land and building or buildings situated at Tamboerskloof, in the area of the Transitional Metropolitan Substructure of Cape Town, as shown and more fully described on Sectional Plan SS27/1991, held by Notarial Deed of Cession SK623/95, also known as 104 Villa Rozalle, New Church Street, Tamboerskloof.

The following information is furnished *re* the improvements, but in this regard, nothing is guaranteed: Flat, consists of lounge, kitchen, bedroom, bathroom and toilet.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by way of a bank or building society guaranteed cheque on the day of the sale and the balance [with interest at the rate of 19,25% (nineteen comma two five per cent) per annum from the date of sale to the date of registration of transfer] against registration of transfer, which amount are to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, and to be furnished by the Execution Creditor's attorneys, and to be furnished to the Sheriff within fourteen (14) days after the date of sale.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Cape Town.

Dated at Cape Town this 4th day of October 1996.

Findlay & Tait Inc., Plaintiff's Attorneys, SA Reserve Bank Building, 60 St George's Mall, Cape Town. (Ref. P. Whelan/H. Burger/49471.)

Case No. 17782/96

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

NEDCOR BANK LIMITED versus W. M. GUSHA

The property:

1. A unit consisting of:

(a) Section 46, as shown and more fully described in Sectional Plan SS223/89, in the building or buildings known as Sandpiper Mansions, situated at Grassy Park, in the Local Area of Grassy Park, Cape Division, of which the floor area, according to the said sectional plan, is 51 (fifty-one) 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 sectional plan, apportioned to the said section in accordance with the participation quota as of the said section, held under Certificate of Registered Sectional Title ST223/89, situated at Lake Road, Grassy Park.

Improvements (not guaranteed): Flat consisting of lounge, kitchen, two bedrooms, bathrooms and toilet.

Date of sale: 1 November 1996 at 14:00.

Place of sale: Section 46, Sandpiper Mansions, Lake Road, Grassy Park.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale; 10% (ten per cent) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 3438/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

NEDCOR BANK LIMITED, versus KEITH KHAYALETHU MJANA, married in community of property to NOLUTHANDO HAZEL MJANA

The property: All right, title and interest in the leasehold in respect of Erf 31126, Khayelitsha, in the area of the City Council of Lingeletu West, Administrative District of the Cape.

In extent: 225 square metres.

Situated at: 37 Moondust Walk, Ikwezi Park, Khayelitsha.

Improvements (not guaranteed): Single dwelling under asbestos tiled roof consisting of approximately lounge/kitchen, two bedrooms and bathroom/toilet/handbasin.

Date of sale: 14 November 1996 at 10:00.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale; 10% (ten per cent) of the purchase price less the sum of R2 500 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 which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain, Khayelitsha, at Industrial Centre, Unit 5, Bravo Road, Beacon Valley, Mitchells Plain.

Dated at Claremont the 20th day of September 1996.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 6417/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Judgment Creditor, and RAINIE JAFTHA, First Judgment Debtor, and LORNA ANITHA JAFTHA, Second Judgment Debtor

In pursuance of a judgment granted on 3 July 1996, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 25 November 1996 at 10:45, at 16 Nellie Street, Scottsdene, Kraaifontein:

Description: Erf 2705, Scottsdene, in the Local Area of Scottsdene, Stellenbosch Division, in extent 384 (three hundred and eighty-four) square metres.

Postal address: 16 Nellie Street, Scottsdene.

Improvements: Dwelling: Lounge, bathroom, kitchen and two bedrooms (not guaranteed).

Held by Deed of Transfer 62998/94.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 19,25% (nineteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 19th day of September 1996.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z00507/WS/Mrs Wolmarans.)

Case No. 6846/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Judgment Creditor, and RICHARD JANSEN, Judgment Debtor

In pursuance of a judgment granted on 23 July 1996, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 25 November 1996 at 10:00, at 71 Rondeberg Crescent, Kraaifontein:

Description: Erf 12722, Kraaifontein, situated in the Metropolitan Substructure of Kraaifontein, Paarl Division, in extent 233 (two hundred and thirty-three) square metres.

Postal address: 71 Rondeberg Crescent, Kraaifontein.

Improvements: Dwelling: Two bedrooms, lounge, kitchen and bathroom (not guaranteed).

Held by Deed of Transfer 11342/96.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 19,25% (nineteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 19th day of September 1996.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z00508/WS/Mrs Wolmarans.)

Case No. 7313/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA BANK LIMITED, trading as UNITED BANK versus CLAUDIUS PRINS and MARIETTA HELENA PRINS

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 20 Disa Road, Kuils River, 7580, on Tuesday, 12 November 1996 at 09:00:

Erf 2993, Kuils River, in the Municipality of Kuils River, in extent 588 (five hundred and eighty-eight) square metres, held by Deed of Transfer T67978/93 and situated at 20 Disa Road, Kuils River, 7580.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, dining-room, three bedrooms, bathroom and single garage.

3. *Payment:* 10% (ten per cent) 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 20,25% (twenty comma two five per cent) 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 (fourteen) days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on 17 September 1996.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00579.)

Case No. 7311/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA BANK LIMITED, trading as UNITED BANK versus ANDREW ABRAHAM WILLIAMS and DAWN WILLIAMS

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 187 Vorster Street, Kraaifontein, 7570, on Thursday, 14 November 1996 at 12:15:

Erf 819, Kraaifontein, in the Municipality of Kraaifontein, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T59478/95 and situated at 187 Vorster Street, Kraaifontein, 7570.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, open plan kitchen, three bedrooms and bathroom.

3. *Payment:* 10% (ten per cent) 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 20,25% (twenty comma two five per cent) 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 (fourteen) days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on 13 September 1996.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00576.)

Case No. 24747/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK versus FAIEZA AJAMDIEN

The following property will be sold in execution by public auction held at 13 Hillview Road, Sybrand Park, to the highest bidder on 13 November 1996 at 10:00:

Erf 29753, Cape Town, at Mowbray, situated in the Central Substructure, in extent 524 (five hundred and twenty-four) square metres, held by Deed of Transfer T15945/95, situated at 13 Hillview Road, Sybrand Park.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge/dining-room, kitchen, four bedrooms, bathroom/toilet and single garage.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19,25% (nineteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen(14) days of the date of sale.

Dated at Cape Town on this 12th day of September 1996.

A. L. N. Berrange, for Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

Case No. 7314/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA BANK LIMITED, trading as ALLIED BANK versus MOSES DAVID HANS, and JANE DASS

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Courthouse for the District of Kuilsriver, on Friday, 8 November 1996 at 09:00:

Erf 6253, Eerste River, in the Metropolitan Transitional Area of Melton Rose, in extent 264 (two hundred and sixty-four) square metres, held by Deed of Transfer T54991/95 and situated at 3 Caravelle Street, Devon Park, Eersterivier.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported, but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof, together with interest at the rate of 19,25% (nineteen comma two five per cent) 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 (fourteen) days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on 11 September 1996.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SGZ00497.)

Case No. 3849/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

ABSA BANK LIMITED, trading as UNITED BANK versus SYLVIA SANDIKAZI SCWEBU

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 50A Venter Street, Mandalay, Mitchells Plain, 7785, on Wednesday, 13 November 1996 at 11:00:

Erf 1920, Mandalay, in the Local Area of Mandalay, in extent 507 (five hundred and seven) square metres, held by Deed of Transfer T31253/93 and situated at 50A Venter Street, Mandalay, 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, two bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per cent) 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% (sixteen comma two five per cent) 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 (fourteen) 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 10 September 1996.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SGZ30166.)

Case No. 7312/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA BANK LIMITED, trading as UNITED BANK versus NEIL MARIO VAN WYK

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 205 Vorster Street, Kraaifontein, 7570, on Friday, 8 November 1996 at 10:45:

Erf 585, Kraaifontein, in the Municipality of Kraaifontein, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T83581/95 and situated at 205 Vorster Street, Kraaifontein, 7570.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported, but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per cent) 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 20,25% (twenty comma two five per cent) 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 (fourteen) days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on 10 September 1996.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SGZ00581.)

Case No. 6343/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA BANK LIMITED, trading as ALLIED BANK versus GEOFFREY MARLON BATEMAN and HAYLEY CHRISTINE BATEMAN

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 18 Eastwood Avenue, Northpine Brackenfell, on Friday, 8 November 1996 at 11:30:

Erf 4799, Brackenfell, in the area of the Transitional Metropolitan Substructure, in extent 321 (three hundred and twenty-one) square metres, held by Deed of Transfer T29578/95 and situated at 18 Eastwood Avenue, Northpine, Brackenfell.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, kitchen, three bedrooms, bathroom, w.c. and carport.

3. *Payment:* 10% (ten per cent) 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 20,25% (twenty comma two five per cent) 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 (fourteen) days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on 10 September 1996.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 2 Park Alphe, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SGZ00498.)

Case No. 1881/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA BANK LIMITED, trading as ALLIED BANK versus DAVID ALEXANDER DE VOUX and KAILAS DE VOUX

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 3 Cordega Way, North Pine, Brackenfell, 7560, on Friday, 8 November 1996 at 12:15:

Erf 9383, Brackenfell, in the Scottsdene Local Area, in extent 316 (three hundred and sixteen) square metres, held by Deed of Transfer T8915/90 and situated at 3 Cordega Way, North Pine, Brackenfell, 7560.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, four bedrooms, kitchen and bathroom.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 18,25% (eighteen comma two five per cent) 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 (fourteen) days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on 10 September 1996.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 2 Park Alphe, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SGZ00419.)

Case No. 119/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA BANK LIMITED, trading as UNITED BANK versus ADRIAAN BARNARD and SUSANNA FLORINA BARNARD

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Courthouse for the District Kuils River, on Friday, 8 November 1996 at 09:00:

Erf 636, Scottsdene, in the Local Area of Scottsdene, in extent 255 (two hundred and fifty-five) square metres, held by Deed of Transfer T12086/85 and situated at 10 Johnson Street, Scottsdene, Kraaifontein, 7570.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom, w.c. and carport.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 18,25% (eighteen comma two five per cent) 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 (fourteen) 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 Table View on 11 September 1996.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 2 Park Alphe, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SGZ00399.)

Case No. 7334/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and DONOVAN JAFTHAS, First Defendant, and SHANI JAFTHAS, Second Defendant, married in community of property to each other

In the above matter a sale will be held on Tuesday, 12 November 1996 at 10:00, at the Court-house, Mitchells Plain, being: Erf 29930, Mitchells Plain in the area of the Central Substructure, Cape Division, Province of the Western Cape, measuring one hundred and forty-four (144) square metres, held by Defendants under Deed of Transfer T44345/1995.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A semi-detached home, under a tiled roof consisting of three bedrooms, lounge, kitchen, toilet and bathroom.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain and at the offices of the undersigned.

Dated at Mitchells Plain this 13th day of September 1996.

E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Tel. 706-2873/4/5.) (Ref. PS/mr.)

Case No. 6922/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and SHAMIEL MASHONGA, First Defendant, and SHAHEEMA MASHONGA, Second Defendant

In the above matter a sale will be held on Tuesday, 12 November 1996 at 10:00, at the Court-house, Mitchells Plain, being: Erf 30001, Mitchells Plain, in the area of the Central Substructure, Cape Division, Province of the Western Cape, measuring one hundred and fifty (150) square metres, held by Defendants under Deed of Transfer T45449/1994.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A semi-detached brick building consisting of kitchen, lounge, toilet and bathroom.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain, and at the offices of the undersigned.

Dated at Grassy Park this 17th day of September 1996.

E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Tel. 706-2873/4/5.) (Ref. PS/mr.)

Case No. 7714/96

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

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and JOHN JACOB FRASER, First Judgment Debtor, and MARGARET ELIZABETH FRASER, Second Judgment Debtor

The undermentioned property will be sold in execution at the premises at 100 Chamberlain Street, Parow, on 26 November 1996 at 10:00:

Erf 5625, Parow, situated in the area of the Tygerberg Substructure, Cape Division, Western Cape Province, in extent 496 (four hundred and ninety-six) square metres, comprising three bedrooms, lounge, dining-room, kitchen, separate bathroom and toilet and garage, free standing.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules.

10% (ten per cent) of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Bellville, and will be read out by the auctioneer prior to the sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/lvs/22012.)

Case No. 16402/96

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

In the matter between NEDCOR BANK LIMITED, Judgement Creditor, and IVAN JOHN ADAMS, First Judgement Debtor, and DORIS ADAMS, Second Judgement Debtor

The undermentioned property will be sold in execution at the premises at 40A Kasseisvlei Road, Bellville South, on 26 November 1996 at 11:15:

Erf 16521, Bellville situated in the area of the Tygerberg Substructure, Cape Division, Western Cape Province, in extent 594 (five hundred and ninety-four) square metres.

Comprising: Four bedrooms, kitchen, toilet, dining-room, two lounges, garage and servant's quarters.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% (ten per cent) of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Bellville, and will be read out by the auctioneer prior to the sale.

K. G. Kemp, for Smuts Kemp Smal & Durr, Plaintiff's Attorney, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/lvs/22702.)

Case No. 2264/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and PAUL CHARLES MELSON, First Execution Debtor, and MOIRA ALLISON MELSON, Second Execution Debtor

The undermentioned property will be sold in execution at the premises at 10 Serine Way, Northpine, Brackenfell, on 25 November 1996 at 11:30:

Erf 8345, Brackenfell, situated in the area of the Eastern Substructure, Division of Stellenbosch, Western Cape Province, in extent 320 (three hundred and twenty) square metres.

Comprising: Tiled roof, lounge, open-plan kitchen, three bedrooms, bathroom and toilet.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules.

10% (ten per cent) of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Kuils River, and will be read out by the auctioneer prior to the sale.

K. G. Kemp, for Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 1 De Lange Street, Belville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/vs/21845.)

Case No. 10816/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and NADEEM KHAN, First Defendant, and RACHMAT ADAMS, Second Defendant

In the above matter a sale will be held on Tuesday, 12 November 1996 at 10:00, at the Court-house, Mitchells Plain:

Being Erf 13829, Mitchells Plain in the Area of the Central Substructure, Cape Division, Province of the Western Cape, measuring 145 (one hundred and forty-five) square metres, held by Defendants under Deed of Transfer T20496/1995.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A semi-detached brick home, under a tiled roof: Consisting of two bedrooms, lounge and kitchen.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain, and at the offices of the undersigned.

Dated at Grassy Park this 17th day of September 1996.

E. W. Domingo, for E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Tel. 706-2873/4/5.) (Ref. PS/mr.)

Case No. 7573/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between UNITED BANK, a division of ABSA BANK LIMITED, Plaintiff, and ANDRE COETZEE, First Defendant, and ELLENOR CATHLEEN COETZEE, Second Defendant

The following property will be sold in execution at the Kuils River Courthouse, on Friday, 22 November 1996 at 09:00, to the highest bidder:

Erf 1490, Scottsdene, situated at 10 Monterey Way, Pineview, Kraaifontein, measuring 512 (five hundred and twelve) square metres.

Description: Brick building with tiled roof, lounge, bathroom, kitchen and three bedrooms, held by the Title Deed T27429/95 dated 19 April 1995.

1. The following improvements are reported but not guaranteed:

2. *Payment:* A deposit of 10% (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 19,25% 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 guarantee of a deposit-taking institution to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z01592.)

Saak No. 13776/95

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen NBS BANK BEPERK, Eiser, en B. L. KIRSTEN, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Goodwood, gedateer 5 Maart 1996 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Tugela Sirkel 40, Platteklouf Glen, Monte Vista, per publieke veiling te koop aangebied op 19 November 1996 om 11:00:

Erf 34048, Goodwood, afdeling Kaap, groot 225 vierkante meter, ook bekend as Tugela Sirkel 40, Platteklouf Glen, Monte Vista, gehou kragtens Transportakte T87124/93.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof van Goodwood verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afsaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3 (a) Die koper moet 'n deposito van 10% (tien per cent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se Prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3 (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 20,25% 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 afsaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die Prokureur van die Vonniskskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Goodwood, en by die kantoor van die ondergemelde Bill Tolken Hendrikse en Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EKN517.)

Case No. 7692/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between UNITED BANK, a division of ABSA BANK LIMITED, Plaintiff, and MALCOLM ANDREW GEORGE GENAU, Defendant

The following property will be sold in execution at the Kuils River Court House, on Friday, 22 November 1996 at 09:00, to the highest bidder:

Erf 4010, Blue Downs, situated at 69 Wien Road, Kuils River, measuring 312 (three hundred and twelve) square metres.

Description: Two bedrooms, kitchen, lounge, bathroom and toilet, held by Title Deed T64292/91.

1. The following improvements are reported but not guaranteed:

2. *Payment:* A deposit of 10% (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 20.25% (twenty comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z01604.)

Case No. 12973/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and KAREL FREDERICK COLEMAN, First Defendant, and MYRA NANCY COLEMAN, Second Defendant

In the above matter a sale will be held on Tuesday, 12 November 1996 at 10:00, at the Court-house, Mitchells Plain being:

Erf 26632, Mitchells Plain in the Area of the Central Substructure, Cape Division, Province of the Western Cape, measuring one hundred and eighty-seven (187) square metres, held by Defendants under Deed of Transfer T85471/94.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One-tenth ($\frac{1}{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A semi-detached brick building consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain and at the offices of the undersigned.

Dated at Grassy Park on this 23rd day of September 1996.

E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Tel. 706-2873/4/5.) (Ref. PS/mr.)

Saak No. 8091/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen Metropolitaanse Oorgangsubstruktuur Parow, Eiser, en M. Schlechter, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 16 Mei 1996, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 19 November 1996 om 11:00, op die perseel te Duncanstraat 159, Parowvallei, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 14257, Parow, in die gebied van die Metropolitaanse Oorgangsubstruktuur van Parow, afdeling Kaap, provinsie Wes-Kaap, groot 496 vierkante meter, gehou kragtens Transportakte T55875/1991.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonhuis met sitkamer, vier slaapkamers, kombuis, toilet en motorafdak.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, Bellville (Tel. 948-8326).

Gedateer op hierdie 23ste dag van September 1996.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. mev. Lambrechts/8846.)

Case No. 7916/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between NBS BANK LIMITED, Judgment Creditor, and J. L. L. NIEVELDT, Judgment Debtor

The undermentioned property will be sold in execution in front of the Magistrate's Court, Kuils River, on 27 November 1996 at 09:00:

Erf 6219, Blue Downs, situated in the area of the Eastern Substructure, Division of Stellenbosch, Western Cape Province, also known as 86 Spurwing Drive, Electric City, Eerste River, in extent 392 (three hundred and ninety-two) square metres.

Comprising: Two bedrooms, lounge, kitchen, bathroom and toilet.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules 10% (ten per centum) of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Kuils River, and will be read out by the auctioneer prior to the sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/lvs/00260.)

Case No. 7208/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK versus
HAROLD STEPHEN DERENIUS and IRENE DERENIUS**

The following property will be sold in execution by public auction held at 15 Bellhome Street, Highbury, Kuils River, to the highest bidder, on 12 November 1996 at 12:30:

Erf 7065, Kuils River, in extent 610 (six hundred and ten) square metres, held by Deed of Transfer T21411/86, situated at 15 Bellhome Street, Highbury, Kuils River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of kitchen, lounge/dining-room, three bedrooms, two bathrooms/toilet/shower and detached single garage.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19,25% (nineteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 28th day of September 1996.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

Case No. 6167/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between ABSA BANK LIMITED, trading as UNITED BANK versus ANDRE HERMAN BESTER

The following property will be sold in execution by public auction held at 13 Stormberg Crescent, Le Roux Park, Kraaifontein, to the highest bidder, on 14 November 1996 at 10:30:

Erf 13733, Kraaifontein, in extent 252 (two hundred and fifty-two) square metres, held by Deed of Transfer T36050/95, situated at 13 Stormberg Crescent, Le Roux Park, Kraaifontein.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of two bedrooms, kitchen, lounge, bathroom and single garage.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19,25% (nineteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 29th day of September 1996.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.)

Case No. 6169/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between ABSA BANK LIMITED, trading as UNITED BANK versus WILMED ARENDSE

The following property will be sold in execution by public auction held at 42 Ventura Terrace, Scottsdene, Kraaifontein, to the highest bidder, on 14 November 1996 at 09:00:

Erf 2694, Scottsdene, in extent 343 (three hundred and forty-three) square metres, held by Deed of Transfer T36395/95, situated at 42 Ventura Terrace, Scottsdene, Kraaifontein.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, open-plan kitchen, two bedrooms and bathroom.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19,25% (nineteen comma two five per centum) per annum calculated on the Judgment Creditor's claim, from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 29th day of September 1996.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.)

Case No. 7407/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK versus EDWARD ALEXANDER
and ESME ALEXANDER**

The following property will be sold in execution by public auction held at 58 Plane Street, Hindle Park, Blue Downs, to the highest bidder, on 12 November 1996 at 10:45:

Erf 5741, Blue Downs, in extent 167 (one hundred and sixty-seven) square metres, held by Deed of Transfer T29914/93, situated at 58 Plane Street, Hindle Park, Blue Downs.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge/dining-room, three bedrooms, kitchen and bathroom/toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance, together with interest at the current rate of 19,25% (nineteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 29th day of September 1996.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.)

Case No. 1914/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

in the matter between ABSA BANK LIMITED, trading as ALLIED BANK versus HERBERT JOHN TITUS and SUSAN JACQUELENE TITUS

The following property will be sold in execution by public auction held at Somerset West Magistrate's Court, to the highest bidder, on 12 November 1996 at 10:00:

Erf 3192, Macassar, in extent 258 (two hundred and fifty-eight) square metres, held by Deed of Transfer T15551/95, situated at 24 Clifton Street, Macassar, Somerset West.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19,25% (nineteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 29th day of September 1996.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.)

Case No. 13204/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, versus WILFRED CHARLES HENDRICKS

The following property will be sold in execution by public auction held at Mitchells Plain Magistrate's Court, to the highest bidder on 12 November 1996 at 10:00:

Erf 9686, Mitchells Plain, in extent 210 (two hundred and ten) square metres, held by Deed of Transfer T6983/92, situated at 3 Rithaan Crescent, Mitchells Plain.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

3. *Payment:* 10% (ten per cent) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19,25% (nineteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 29th day of September 1996.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.)

Case No. 2223/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, versus THELMA PHILICITY VARRIE

The following property will be sold in execution by public auction held at 7 Figilante Street, Atlantis, to the highest bidder, on 15 November 1996 at 10:00:

Erf 11179, Wesfleur, in extent 298 (two hundred and ninety-eight) square metres, held by Deed of Transfer T81157/94, situated at 7 Figilante Street, Atlantis.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of two bedrooms, lounge, kitchen, bathroom and toilet.

3. *Payment:* 10% (ten per cent) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19,25% (nineteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 30th day of September 1996.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

Case No. 29086/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH

In the matter between PRETORIA BANK LIMITED, Plaintiff, and C. W. and C. HEARNE, Defendants

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 3 January 1996, the property listed hereunder will be sold in execution on Friday, 8 November 1996 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 2833, Gelvandale, in the Municipality and Division of Port Elizabeth, measuring 357 square metres, situated at 25 Stuart Street, Springdale, Port Elizabeth.

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

Dated at Port Elizabeth on this 26th day of September 1996.

A. Vlok, for Brown Braude & Vlok Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. Mr A. Vlok/LL.)

Case No. 18182/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between UNITED BANK, a division of ABSA BANK LIMITED, Plaintiff, and MOEGAMAT HASSEN, First Defendant, and NAJADAH HASSEN, Second Defendant

The following property will be sold in execution at the site of the property, 69 York Street, Woodstock, on Tuesday, 19 November 1996 at 09:30, to the highest bidder:

Erf 11841, Cape Town, situated at 69 York Street, Woodstock, measuring 163 (one hundred and sixty-three) square metres, held by Title Deed T83610/93.

1. The following improvements are reported but not guaranteed:

2. *Payment:* A deposit of 10% (ten per cent) 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 20,25% (twenty comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved 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. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z01546.)

Saak No. 5063/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen KIMBERLEY MUNISIPALITEIT, Eiser, en M. SMILES, Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros van Kimberley en 'n lasbrief vir eksekusie gedateer 23 Augustus 1995, sal die ondervermelde eiendom geregteklik verkoop word aan die hoogste bieder voor die Landdroskantoor, Kimberley, op Donderdag, 14 November 1996 om 10:00:

Sekere Erf 24092, geleë in die munisipaliteit van die stad Kimberley, groot 270 vierkante meter, gehou kragtens Akte van Transport T8646/1993, ook bekend as Salmonstraat 8, Homelite, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis, maar niks word gewaarborg nie.

10% (tien persent) van die koopprijs met BTW daarop, indien van toepassing, en afslaersgelde tesame met BTW op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans met BTW 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. 1240/96

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

ABSA BANK LIMITED, trading as UNITED BANK, versus YASMINE DESAI

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 385 Main Road, Norfolk Park, Tokai, 7945, on Wednesday, 13 November 1996 at 11:00 and 11:30, respectively:

Remainder Erf 83183 and Remainder Erf 83184, Cape Town, at Retreat, situated in the Transitional Metropolitan, in extent 483 (four hundred and eighty-three) square metres, and 497 (four hundred and ninety-seven) square metres respectively, and held by Deed of Transfer T25885/95 and situated at 385 Main Road, Norfolk Park, Tokai, 7945.

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, Simonstown.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising lounge/dining-room, kitchen, three bedrooms, bathroom, w.c. and two single garages and a vacant erf with a garage erected thereon.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 19,25% (nineteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on 25 September 1996.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 2 Park Alpha, Du Toit Street, Bellville. (Tel. 946-3165.) (Ref. GJV/SG Z00406.)

Saak 4710/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen KIMBERLEY MUNISIPALITEIT, Eiser, en D. MINNIES, Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros van Kimberley, en 'n lasbrief vir eksekusie gedateer 23 Augustus 1995, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder voor die Landdroskantoor, Kimberley, op Donderdag, 14 November 1996 om 10:00:

Sekere Erf 24192, geleë in die munisipaliteit en stad Kimberley, groot 260 vierkante meter, gehou kragtens Akte van Transport T9587/93, ook bekend as Whiting Close 10, Homelite, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis maar niks word gewaarborg nie.

10% (tien persent) van die koopprijs met belasting op toegevoegde waarde daarop, indien van toepassing, en afslaersgelde tesame met belasting op toegevoegde waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans met belasting op toegevoegde waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Saak 4970/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen KIMBERLEY MUNISIPALITEIT, Eiser, en M. G. MOTHIBI, Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros van Kimberley, en 'n lasbrief vir eksekusie gedateer 23 Augustus 1995, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder voor die Landdroskantoor, Kimberley, op Donderdag, 14 November 1996 om 10:00:

Sekere Erf 24283, geleë in die munisipaliteit en stad Kimberley, groot 260 vierkante meter, gehou kragtens Akte van Transport T7714/93, ook bekend as Haddock Close 23, Homelite, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis maar niks word gewaarborg nie.

10% (tien persent) van die koopprys met belasting op toegevoegde waarde daarop, indien van toepassing, en afslaersgelde tesame met belasting op toegevoegde waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans 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 25064/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and ANDREW PAUL MATTHEUS, First Defendant, and LYNETTE SUSAN MATTHEUS, Second Defendant**

In execution of a default judgment granted by the above Honourable Court against the above Defendants on 22 September 1994, the hereinafter mentioned fixed property will be auctioned to the highest bidder by the Sheriff of the Magistrate's Court, on Friday, 8 November 1996 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth, subject to the hereinafter mentioned conditions, and to the further conditions contained in the conditions of sale which will lie open for inspection at the offices of the Sheriff of the Magistrate's Court, Port Elizabeth, and at the office of the Plaintiff's Attorneys, Brown Braude & Vlok, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth, and which conditions will be read out by the Sheriff of the Magistrate's Court, immediately prior to the sale:

1. *The property:* Section 1 as shown and more fully described on Sectional Plan SS14/1978 in the buildings known as Poplars, situated at Sydenham, in the Municipality of Port Elizabeth, of which section the floor area, according to the sectional plan, is 93 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 under Certificate of Registered Sectional Title ST14/1978(1)(Unit) dated 20 April 1978, situated at Flat 1, The Poplars, 96 Sydenham Road, Port Elizabeth.

2. *Conditions of payment:* 10% (ten per cent) of the purchase price is payable in cash immediately upon signing of the conditions of sale and the balance together with interest thereon as provided for in the mortgage bond registered over the property in favour of ABSA Bank Limited, formerly known as the Allied Building Society Limited, must be guaranteed by means of a building society or banker's guarantee approved by the Plaintiff's conveyancers and which guarantee must be delivered to the Plaintiff's attorneys within 7 (seven) days after date of sale.

Dated at Port Elizabeth on this the 30th day of September 1996.

Brown Braude & Vlok Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth.
(Ref. Mr D. C. Baldie/ah.)

Case No. 1300/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between ABSA BANK LIMITED, Plaintiff, and BUNTU MCEBISI NOVEVE, First Defendant, and GLADYS NOZIPHO NOVEVE, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 2 August 1996 and a writ of execution dated 7 August 1996, the property listed hereunder will be sold in execution on Friday, 15 November 1996, at the front entrance of the New Law Courts, North End, Port Elizabeth at 14:15:

Certain Erf 680, Motherwell NU 5, in the Administrative District of Uitenhage, measuring 630 (six hundred and thirty) square metres, situated at 45 Gaqa Street, Motherwell, Port Elizabeth.

Improvements: Although not guaranteed, it consists of a single storey, brick under tile private dwelling with kitchen, lounge, three bedrooms, bathroom with w.c., and shower with w.c.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 18,25% (eighteen comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this 26th day of September 1996.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street (P.O. Box 59), Port Elizabeth.

Case No. 6309/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and JOHANNES PETRUS JAKOBUS VAN RENSBURG, First Judgment Debtor, and HELENA ANTONETTA JOHANNA VAN RENSBURG, Second Judgment Debtor

The undermentioned property will be sold in execution at the premises at 34 Livingston Street, Kraaifontein, on 18 November 1996 at 13:00:

Erf 8301, Kraaifontein, situated in the area of the Eastern Substructure, Division of Paarl, Western Cape Province, in extent 743 (seven hundred and forty-three) square metres, comprising two bedrooms, lounge, kitchen and bathroom.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules. 10% (ten per centum) of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Kuils River, and will be read out by the auctioneer prior to the sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/lvs/00274.)

Saak No. 4748/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen KIMBERLEY MUNISIPALITEIT, Eiser, en C. C. VISSER, Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros van Kimberley, en 'n lasbrief vir eksekusie gedateer 23 Augustus 1995, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder voor die Landdroskantoor, Kimberley, op Donderdag, 14 November 1996 om 10:00:

Sekere Erf 24038, geleë in die munisipaliteit van die stad van Kimberley, groot 270 vierkante meter, gehou kragtens Akte van Transport T8194/1993 (ook bekend as Anchovystraat 15, Homelite, Kimberley).

Die verbeteringe op die eiendom bestaan uit 'n losstaande huis maar niks word gewaarborg nie. Tien persent (10%) van die koopprys met belasting op toegevoegde waarde daarop, indien van toepassing, en afslaersgelde tesame met belasting op toegevoegde waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans met belasting op toegevoegde waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Saak No. 5120/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen KIMBERLEY MUNISIPALITEIT, Eiser en K. F. MARCH, Verweerder

Ingevolge 'n vonnis van die hof van die Landdros van Kimberley, en 'n lasbrief vir eksekusie gedateer 23 Augustus 1996 sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder voor die Landdroskantoor, Kimberley, op Donderdag, 14 November 1996 om 10:00.

Sekere Erf 24369, groot 287 vierkante meter, gehou kragtens Akte van Transport T10125/1993 (ook bekend as Sardinesstraat 19, Homelite, Kimberley).

Die verbeterings op die eiendom bestaan uit 'n losstaande huis maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys met belasting op toegevoegde waarde daarop, indien van toepassing, en afslaersgelde tesame met belasting op toegevoegde waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans 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. 1753/95

IN THE MAGISTRATE'S COURT OF KING WILLIAMS TOWN HELD AT KING WILLIAMS TOWN

In the matter between FIDELITY BANK LTD, incorporating the former EASTERN PROVINCE BUILDING SOCIETY, Plaintiff, and Mr DEAN NEIL DUSTERHOFT, First Defendant, and Mrs MICHAELA DUSTERHOFT, Second Defendant

In pursuance of a judgment of the above Honourable Court, dated 10 November 1995 and a warrant of execution against immoveable property issued pursuant thereto, the undermentioned property will be sold in execution on 19 November 1996 at 10:00, at the Sheriff's Office, K S M Building, Eales Street, King Williams Town:

Erf 4632, King Williams Town (King Williams Town Extension 30 Township), King Williams Town, Transitional Local Council, Division of King Williams Town, Province of the Eastern Cape, in extent 1 214 (one thousand two hundred and fourteen) square metres, held by Deed of Transfer 1709/1995. This property is also known as 70 Joubert Street, King Williams Town, held by the Mortgagors under Bond B1800/1995, subject to the conditions therein contained.

Nothing in regard to the property or any buildings which may be erected is guaranteed.

The conditions of sale subject to which the property will be sold will lie for inspection at the office of the Sheriff of the Magistrate's Court, K S M Building, Eales Street, King Williams Town from the date of publication of this notice.

Dated at East London this 9th day of October 1996.

Bradfield & Cocks, Plaintiff's Attorneys. (Ref. JN Cocks/ALP). C/o Squire Smith & Laurie, 44 Taylor Street, King Williams Town. (Ref. Mr Brits/DK).

Saak No. 183/96

IN DIE LANDDROSHOF VIR DIE DISTRIK TULBAGH GEHOU TE WOLSELEY

In die saak tussen NEDCOR BANK BEPERK, Eiser en S. T. DE BRUYN, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en die lasbrief vir eksekusie gedateer 28 Augustus 1996 sal die hieronder vermelde eiendom verkoop word op 21 November 1996 om 10:00, op die perseel aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 595, Wolseley, afdeling Tulbach, groot 595 vierkante meter, gehou kragtens Akte van Transport T25240/79, bekend as Eerstelaan 3, Wolseley, 6830.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie, naamlik losstaande enkelverdiepingwoonhuis, drie slaapkamers, sitkamer, kombuis, badkamer, asbesdak en draadomheining.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Wolseley, en by die ondergetekendes.

Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word.

Geteken te Worcester op hierdie 30ste dag van September 1996.

Muller Terblanche & Beyers, Kerkstraat 66 (Posbus 18), Worcester, 6849. (Verw. QD0243.)

Saak No. 1143/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP

In die saak tussen ABSA BANK, handeldrywend as VOLKSKAS BANK, Eiser, en E. WASSERMAN, Verweerder

Ter uitvoering van 'n vonnis gedateer 29 Mei 1996 sal die volgende items deur die Balju van Port Elizabeth, op 15 November 1996 om 14:15, te koop aangebied word by die hoofingang van die New Law Court, Noordeinde, Port Elizabeth:

Restant van Erf 2180, Port Elizabeth Sentraal, in die munisipaliteit Port Elizabeth.

Alhoewel geen waarborg verskaf word nie word die eiendom soos volg beskryf: 'n Dubbelverdiepingwoonhuis, steen onder gegalvaniseerde ysterdak, drie slaapkamers, sitkamer, badkamer, kombuis en eetkamer.

Terme: Kontant en sonder waarborg.

Gedateer te Humansdorp op hierdie 4de dag van Oktober 1996.

C. W. Malan & Kie, Kerkstraat 37, Humansdorp, 6300. (Verw. Van Wyk/tdp/V395.)

Saak No. 534/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

In die saak tussen ABSA BANK BEPERK, handeldrywend as UNITED BANK, Eiser, en PETRUS JOHANNES NIEMANN, Verweerder

In navolging van 'n vonnis gedateer 10 Junie 1996 en 'n lasbrief tot uitwinning teen onroerende goedere, gedateer 7 Junie 1996, gaan die ondergemelde vaste eiendom per publieke veiling verkoop word aan die hoogste bieder deur die Balju van Kimberley, op Donderdag, 14 November 1996 om 10:00, te die Landdroskantore, Kimberley, naamlik:

Sekere Erf 23164, Kimberley, geleë in die stad en distrik Kimberley, groot 940 (negehonderd-en-veertig) vierkante meter, beter bekend as Gardner Williams 18, Cassandra, Kimberley, bestaande uit twee slaapkamers, sitkamer, kombuis, badkamer, waskamer. *Buitegeboue:* Motorhuis, bediendekamer en toilet.

Verkoopvoorwaardes:

Die eiendom word verkoop sonder 'n reserweprys en is 10% (tien persent) van die koopprys betaalbaar in kontant, onmiddellik na die verkoping en die balans van die verkoopprys moet gewaarborg word binne 'n redelike tyd met 'n goedgekeurde bank- of bouvereniging waarborg.

Verdere verkoopvoorwaardes kan besigtig word te die kantore van die Balju.

Coetzee & Honiball, Prokureurs vir Eiser, Chapelstraat, Kimberley.

Case No. 44095/95

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

NEDCOR BANK LIMITED versus K. A. DAVIDS

The property: Erf 9412, Grassy Park, in the local area of Grassy Park, Cape Division, in extent 417 square metres, situated at 21 Tulip Road, Grassy Park.

Improvements (not guaranteed): Single dwelling, brick walls, tiled roof, lounge, kitchen, three bedrooms, bathroom and toilet.

Date of sale: 13 November 1996 at 12:00.

Place of sale: 21 Tulip Road, Grassy Park.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per cent) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 21953/95

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

Nedcor Bank Limited versus S. J. MEYER

The property: Remainder of Erf 854, Grassy Park, situated in the Local Area of Grassy Park, Administrative District of the Cape, in extent 648 square metres, situated at 22 Fourth Avenue, Grassy Park.

Improvements (not guaranteed): Single dwelling, brick walls, zinc roof, lounge, kitchen, four bedrooms, bathroom and toilet.

Date of sale: 14 November 1996 at 12:00.

Place of sale: 22 Fourth Avenue, Grassy Park.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per centum) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 1278/96

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MOSES MTANA, First Defendant, and PHUMLA PATRICIA MTANA, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 17 July 1996 and an attachment in execution dated 31 July 1996, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 8 November 1996 at 15:00:

Erf 10479, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 309 square metres, situated at 23 Tanga Street, Motherwell, NU4B, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof comprising a lounge, kitchen, three bedrooms and a bathroom.

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

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of the Plaintiff at 1 Pickering Street, Newton Park, Port Elizabeth, Tel. 391-2611.

Terms: 10% (ten per centum) and Deputy Sheriff's charges of 5% (five per centum) on the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000 and thereafter 3% (three per centum) up to a maximum fee of R7 000 subject to a minimum of R260 on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorneys, to be furnished to the Deputy Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this 2nd day of October 1996.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. AB/lc/279.)

Case No. 877/96

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and SANDILE WELCOME ZONDI, First Defendant, and XGLISWA JOSEPHINE ZONDI, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 17 May 1996 and an attachment in execution dated 4 June 1996, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 8 November 1996 at 15:00:

Erf 11023, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage in extent 200 square metres, situated at 168 Nashu Street, Motherwell, NU7.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof comprising a lounge, kitchen, two bedrooms and a bathroom.

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

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of the Plaintiff at 1 Pickering Street, Newton Park, Port Elizabeth, Tel. 391-2611.

Terms: 10% (ten per centum) and Deputy Sheriff's charges of 5% (five per centum) on the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000 and thereafter 3% (three per centum) up to a maximum fee of R7 000 subject to a minimum of R260 on the date of sale, 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 Deputy Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this 2nd day of October 1996.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. AB/lc/264.)

Case No. 1811/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
MYALI ABEDNEGO HACKULA, Defendant**

In pursuance of a judgment of the above Honourable Court dated 18 August 1993, and an attachment in execution dated 15 March 1993 the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 8 November 1996 at 15:00:

Erf 10331, Motherwell, situated in the Area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 262 square metres, situated at Nyara Street, Motherwell (previously Erf 1137, Motherwell), Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof comprising a lounge, kitchen, three bedrooms and a bathroom.

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

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 1 Pickering Street, Newton Park, Port Elizabeth, Tel. No. 391-2611.

Terms: 10% (ten per cent) and Deputy Sheriff's charges of 5% (five per cent) on the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000 and thereafter 3% (three per cent) up to a maximum fee of R7 000 subject to a minimum of R260, on the date of sale, 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 Deputy Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this 2nd day of October 1996.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. AB/lc/094.)

Case No. 2659/93

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JACKSON ZONWABELE MQINA,
First Defendant, and NOSIPHIWO JACQUELINE MQINA, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 1 December 1993 and an attachment in execution dated 26 January 1994 the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 8 November 1996 at 15:00:

Erf 11563, Motherwell, situated in the Area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 200 square metres, situated at 108 Ndebe Street, Motherwell, NU7, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof comprising a lounge, kitchen, two bedrooms and a bathroom.

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

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 1 Pickering Street, Newton Park, Port Elizabeth, Tel. No. 391-2611.

Terms: 10% (ten per cent) and Deputy Sheriff's charges of 5% (five per cent) on the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000 and thereafter 3% (three per cent) up to a maximum fee of R7 000 subject to a minimum of R260, on the date of sale, 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 Deputy Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this 2nd day of October 1996.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. AB/lc/113.)

Case No. 2474/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, versus TINA DE WEE

The following property will be sold in execution by public auction held at 27 Dature Street, Wesfleur, Atlantis, to the highest bidder on 13 November 1996 at 10:00:

Erf 10534, Wesfleur, in extent 272 (two hundred and seventy-two) square metres, held by Deed of Transfer T48409/94, situated at 27 Dature Street, Wesfleur, Atlantis.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

3. **Payment:** Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19,25% (nineteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 4th day of October 1996.

Butchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

Case No. 6404/96

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and
PETRONELLA SUSANNA DU PLESSIS, Execution Debtor**

The undermentioned property will be sold in execution at the premises at 32 Boston Street, Boston, on 20 November 1996 at 13:00:

Erf 9767, Bellville, situated in the area of the Tygerberg Substructure, Cape Division, Western Cape Province, in extent 1 388 (one thousand three hundred and eighty-eight) square metres, comprising lounge, showroom, dining-room, kitchen, TV room, four bedrooms, two outside rooms and three bathrooms.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act rules.

10% (ten per cent) of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Bellville, and will be read out by the auctioneer prior to the sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/lvs/21953.)

Case No. 3023/94

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

In the matter between ABSA BANK LIMITED trading as UNITED BANK versus ANDRE CUPIDO JACK and LENA JACK

The following property will be sold in execution by Public Auction held at 15 Maasdam Street, Diazville, to the highest bidder on 15 November 1996 at 13:00:

Erf 4297, Saldanha, in extent 312 (three hundred and twelve) square metres, held by Deed of Transfer T29585/92, situated at 15 Maasdam Street, Diazville.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19,25% (nineteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 3rd day of October 1996.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.)

Case No. 1556/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between ABSA BANK LIMITED, trading as UNITED BANK versus THEUNIS CHRISTOFFEL WIUM and FIONA JACQUALINE WIUM

The following property will be sold in execution by public auction held at 46 Livingstone Street, Windsor Park, Kraaifontein, to the highest bidder on 14 November 1996 at 11:15:

Erf 7042, Kraaifontein, in extent 742 (seven hundred and forty-two) square metres, held by Deed of Transfer T17886/91, situated at 46 Livingstone Street, Windsor Park, Kraaifontein.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/toilet/shower, toilet, single garage and laundry.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19,25% (nineteen comma two five per cent) per annum, calculated on the Judgment Creditors' claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 3rd day of October 1996.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.)

Case No. 7137/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between ABSA BANK LIMITED, trading as UNITED BANK versus JOHN STEVIE WYNAND and ELAINE MYRTLE VIRGINIA WYNAND

The following property will be sold in execution by public auction held at 5 Saaiman Avenue, Hillcrest, Blue Downs, to the highest bidder on 12 November 1996 at 11:30:

Erf 3749, Blue Downs, in extent 330 (three hundred and thirty) square metres, held by Deed of Transfer T54837/88, situated at 5 Saaiman Avenue, Hillcrest, Blue Downs.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge/dining-room, kitchen, three bedrooms, main en suite, bathroom/toilet, single garage and facade.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19,25% (nineteen comma two five per cent) per annum, calculated on the Judgment Creditors' claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 3rd day of October 1996.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.)

Case No. 2866/94

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK versus OSMAN OSMAN

The following property will be sold in execution by public auction held at 16 Sixth Avenue, Vredenburg, to the highest bidder on 15 November 1996 at 12:00:

Erf 3590, Vredenburg, in extent 560 (five hundred and sixty) square metres, held by Deed of Transfer T995481/93, situated at 16 Sixth Avenue, Vredenburg.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of entrance hall, lounge, dining-room, kitchen, scullery, three bedrooms, bathroom/toilet/shower, toilet/shower and two garages attached.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19,25% (nineteen comma two five per cent) per annum, calculated on the Judgment Creditors' claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 3rd day of October 1996.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.)

Case No. 8301/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, versus SIVIWE ROCAS MDAWE

The following property will be sold in execution by public auction held at the Mitchells Plain Magistrate's Court, to the highest bidder on 14 November 1996 at 10:00:

Erf 28405, Khayelitsha, in extent 170 (one hundred and seventy) square metres, held by Deed of Transfer TL5598/90, situated at 28 Ntlazane Road, Town 2, Village 1, Khayelitsha.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale, and the balance together with interest at the current rate of 19,25% (nineteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 3rd day of October 1996.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.)

Case No. 6168/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between ABSA BANK LIMITED, trading as UNITED BANK versus D. C. ATKINS

The following property will be sold in execution by public auction held at 179 Steytler Street, Kraaifontein, to the highest bidder on 14 November 1996 at 09:45:

Erf 13258, Kraaifontein, in extent 249 (two hundred and forty-nine) square metres, held by Deed of Transfer T29381/95, situated at 179 Steytler Street, Kraaifontein.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms, one and a half bathroom and carport.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale, and the balance together with interest at the current rate of 19,25% (nineteen comma two five per cent) per annum, calculated on the Judgment Creditors' claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 1st day of October 1996.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town.
(Tel. 419-6469.)

Case No. 990/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and
DONALD BASIL BARLOW, Defendant**

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth, dated 29 March 1996, the property listed hereunder will be sold in execution on Friday, 8 November 1996 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 2412, Bethelsdorp, in the Municipality and Division of Port Elizabeth, measuring 488 square metres, situated at 44 Felicia Street, Sanctor, Port Elizabeth.

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

Dated at Port Elizabeth on this 1st day of October 1996.

Brown Braude & Vlok Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth.
(Ref. D. C. Baldie/ah.)

Case No. 28142/96

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

**In the matter between SAAMBOU BANK LIMITED, Judgment Creditor, and C. J. THEYS, First Judgment Debtor, and
A. K. THEYS, Second Judgment Debtor**

The undermentioned property will be sold in execution at the premises at 29 Lakeside Mews, Lake Road, Grassy Park on 25 November 1996 at 12:00:

(a) Section 29 as shown and more fully described on Sectional Plan SS266/93 in the scheme known as Lakeside Mews, in respect of the land and building or building situated at Zeekoevlei, in the Local Area of Grassy Park, Cape Division, of which section 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 scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, specially executable, in extent 29 (two nine) square metres, comprising of two bedrooms, kitchen, lounge, bathroom and toilet.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules.

10% (ten per cent) of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Wynberg, and will be read out by the auctioneer prior to the sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 1 De Lange Street, Bellville.

Saak No. 90/94

IN DIE LANDDROSHOF VIR DIE DISTRIK CALITZDORP GEHOU TE CALITZDORP

In die saak tussen **EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en CHRISTIAN ANDRIES GRUNDHLINGH, Eerste Verweerder, en CARLA LORETTA ROELOFSE, Tweede Verweerder, en LILIAN RAY GRUNDHLINGH, Derde Verweerder, en HERMA DE WITT, Vierde Verweerder**

Ingevolge 'n vonnis toegestaan deur die Landdroshof, Calitzdorp, op 25 Augustus 1995 en 'n lasbrief vir eksekusie uitgereik te Calitzdorp, sal die ondergemelde eiendom in eksekusie verkoop word aan die hoogste bieder op 22 November 1996 op die onderskeie plase, die volgende eiendomme, naamlik:

1. Die plaas Moodraai, aangrensend St Helenaweg, Calitzdorp, bestaande uit:

- (a) Restant van Erf 363, Calitzdorp, groot 2,0625 hektaar;
- (b) Restant van Erf 388, Calitzdorp, groot 576 vierkante meter;
- (c) Restant van Erf 364, Calitzdorp, groot 9 782 vierkante meter;
- (d) Restant van Erf 359, Calitzdorp, 4,4573 hektaar, gehou kragtens Transportakte T7242/1972.

2. Die plaas Middelpaas, Calitzdorp, bestaande uit:

- (a) Erf 142, Calitzdorp, groot 7,9887 hektaar;
- (b) Restant van Erf 358, Calitzdorp, groot 2,6832 hektaar;
- (c) Erf 356, Calitzdorp, groot 1,3333 hektaar;
- (d) Erf 445, Calitzdorp, groot 1,6218 hektaar, gehou kragtens Transportaktes T1821/1964 en T30602/1981.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, die reëls daaronder uitgevaardig en ook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie:

2.1 Die plaas Moodraai: 'n Woonhuis met 7 (sewe) vertrekke, asook 1 (een) arbeidershuis bestaande uit 1 (een) vertrek en 'n sinkdakplaasstoer. Daar is ongeveer 1 700 (eenduisend sewehonderd) appelkoosbome en verskeie wingerde.

2.2 Die plaas Middelpaas: 'n Woonhuis met 8 (agt) vertrekke, 'n dubbelwaenhuis met twee buitekamers.

3. *Terme:* 10% (tien persent) van die koopprys in kontant van die dag van verkoping en die balans teen registrasie van transport om verseker te word deur bank of bougenootskap of ander aanvaarbare waarborg wat gelewer moet word binne 14 (veertien) dae vanaf datum van verkoping.

Die koper sal, op die dag van verkoping, afslaersgelde betaal, addisionele tot die deposito hierbo uiteengesit.

4. *Voorwaardes:* Die volledige voorwaardes welke onmiddelik voor die verkoping deur die afslaer uitgelees sal word, sal ter insae lê by die kantoor van die Eiser se prokureurs, en die kantoor van die Balju, Calitzdorp.

Gedateer te Oudtshoorn hierdie 11de dag van Oktober 1996.

Matthis & Matthis, Prokureurs vir Eiser, Kerkstraat 57 (Posbus 152), Oudtshoorn. [Tel (0443) 22-6177.] (Verw. T. Snyman/F41.)

Case No. 33327/95

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

In the matter between **CAMPWELL HARDWARE CC, Execution Creditor, and Mr. CLIFFORD HENRY ISAACS, Execution Debtor**

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg dated 28 May 1996 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 Wednesday, 20 November 1996 at 10:00, on site:

Erf 99472, Cape Town, at Athlone, in the area of the Central Substructure, Cape Division, Province of the Western Cape, in extent 535 (five hundred and thirty-five) square metres, held by Deed of Transfer T26219/1976.

Street address: 1 Heideveld Road, Vangard Estate, Cape.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944 as amended and the rules applicable thereto and also the servitudes and conditions attached to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Double storey consisting of five bedrooms, two kitchens, three toilets/bathrooms, two lounges and 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 for the Magistrate's Court, Wynberg.

(4) *Payment shall be effected as follows:* 10% (ten per cent) of the purchase price on the day of the sale and the balance, together with interest thereon at the rate of 15,25% from the date of sale to date of registration of transfer, against registration of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within (14) fourteen days of the date of sale.

Dated at Athlone on this 1st day of October 1996.

H. Mohamed & Associates, Attorneys for Execution Creditor, corner of Klipfontein and Belgravia Roads, Athlone. (Ref. ML/ma/15/22835/95.)

Case No. 2730/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between SAAMBOU BANK LIMITED, Execution Creditor, and JIMLETT MFEKASANA MGIJIMA and TEMPERANCE MGIJIMA, Execution Debtors

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 17 July 1996, the following properties will be sold on 15 November 1996 at 09:00, at 4 Kingsway, Cambridge, East London, to the highest bidder:

House situated at 4 Kingsway, Cambridge, East London. Erf 3530, East London (Municipality and Division of East London), in extent 775 (seven hundred and seventy-five) square metres, by Deed of Transfer T1278/1994.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished by the Plaintiff's attorneys within 14 (fourteen) days of the date.

2. The property shall be sold voetstoots and shall be subject to the provisions of the title deed.

3. The full conditions of the sale may be inspected at the offices of the Execution Creditor's attorneys and these will be read out by the auctioneer immediately before the sale.

Dated at East London this 3rd day of October 1996.

Mathie Meyer & Gravett, Execution Creditor's Attorneys, 29 St Peters Road, Southernwood, East London. (Ref. Mr Gravett.)

Saak No. 9028/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK BPK, Eiser, en J. H. WOLFAARDT, Verweerder

Die volgende eiendom sal in eksekusie verkoop word op die perseel van die Verweerder te Sandsteenstraat 12, Stellenridge, op Maandag, 11 November 1996 om 12:00, aan die hoogste bieder:

Erf 16341, Bellville, in die Metropolitaanse Oorgangsubstruktuur van Bellville, afdeling Bellville, provinsie Wes-Kaap, groot 616 (seshonderd-en-sestien) vierkante meter, gehou kragtens Transportakte T91257/94, geleë te Sandsteenstraat 12, Stellenridge.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: Drie slaapkamers, een en 'n halwe badkamer, sitkamer, eetkamer, kombuis, buite toilet en enkelmotorhuis.

2. *Betaling:* 10% (tien persent) van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans [plus rente teen die heersende koers van 18,25% (agttien komma twee vyf persent) per annum bereken op die Vonnisskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag] teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 (veertien) dae vanaf die verkoping afgelewer moet word.

3. Die Balju sal van enige bieder vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes:* Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Gedateer te Kaapstad op hierdie 16de dag van September 1996.

A. F. Brand, vir De Klerk & Van Gend, Prokureur vir Eiser, Volkskasgebou, Adderleystraat, Kaapstad, 8001.

Saak No. 7700/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eiser, en
DAVID SAMUEL HANSEN en VERONICA DIANE AMBROSINI, Verweerders**

Ten uitvoering van die vonnis van die Landdroshof, Kaapstad, gedateer 26 April 1996, sal die onroerende goed hieronder beskryf op Dinsdag, 19 November 1996 om 10:30, op die perseel te Coronationweg 110C, Maitland, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Baksteenwoonhuis met asbestos dak bestaande uit: Drie slaapkamers, kombuis, sitkamer en familiebadkamer, ook bekend as Coronationweg 110C, Maitland.

Erf 153631, Kaapstad te Maitland, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur, Kaapstad, Kaapse Afdeling, Wes-Kaapprovinsie, groot 96 (ses-en-negentig) vierkante meter, gehou kragtens Transportakte T42708/1995.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die voorwaardes van die transportaktenommer waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprys tesame met rente daarop teen 18,25% (agttien komma twee vyf persent) per jaar vanaf datum van verkoping tot op datum van registrasie van oordrag. Die koper moet voorts binne 14 (veertien) dae na die verkoping die vonnisskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Caledon Plein, Kaapstad.

Gedateer te Goodwood hierdie 9de dag van Oktober 1996.

P. F. Vos, vir Visagie, Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. [Tel. (021) 591-9221.] (Verw. PFV/A. Rudman/AB.5.)

Case No. 103/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and Mr J. P. VAN DEN BERG, First Defendant,
Mr C. C. VAN DEN BERG, Second Defendant, and Mr W. F. VAN DEN BERG, Third Defendant**

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 24 May 1996 the following property will be sold on Tuesday, 12 November 1996 at 10:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 243, Kei Mouth, Municipality of Kei Mouth, Division of Komga, in extent 1 104 (one thousand one hundred and four) square metres, held under T3239/1987, known as 23 Old Fort Hill Road, Kei Mouth.

The sale aforesaid will take place at the Magistrate's Court, Komga.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed/deed of transfer.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: A conventional dwelling under pitched tiled roof comprising seven bedrooms, five bathrooms, dining-room, lounge, family room, study and kitchen.

Dated at East London on this 4th day of October 1996.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W00468.)

Case No. 19116/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between INVESTEC BANK LIMITED, Plaintiff, and JOHN PETER OBERY, Defendant

In pursuance of a judgment of the Court of the Magistrate for the District of The Cape, dated 11 August 1995, and writ of execution dated 6 September 1996, the following will be sold in execution at 14:00 on 14 November 1996, at the site, being:

Erf 12419, Cape Town at Woodstock, situated in the Municipality of Cape Town, Cape Division, in extent 666 square metres, also known as 33 Coronation Road, Walmer Estate.

The following improvements are reported to the property but not guaranteed: A dwelling consisting of three bedrooms, lounge, kitchen and bathroom.

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. Payment:

2.1 10% (ten per centum) of the purchase price shall be paid in cash by means of a bank or building society guaranteed cheque to the Messenger of the Court or the auctioneer upon signature of the conditions of sale, or otherwise as the Messenger of the Court or the auctioneer may arrange.

2.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

2.3 Interest shall be paid on:

2.3.1 the amount of the Plaintiff's claim at the rate of 19% (nineteen per cent) for each month or part thereof from the date of sale to date of registration of transfer.

2.3.2 Interest shall further be paid on any Preferent Creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

2.4 All the amounts mentioned in paragraphs 2.2 and 2.3 above are to be secured by the purchaser by an approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the date of the sale to the Execution Creditor's conveyancers.

3. *Full conditions of sale:* The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 8th day of October 1996.

K. Sloth-Nielsen, Second Floor, Groote Kerk Building, Adderley Street, Cape Town.

Case No. 7772/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA BANK LIMITED, trading as UNITED BANK, versus SANDILE THEO MNGQOLO

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Wednesday, 20 November 1996 at 09:00, to the highest bidder:

Erf 1036, Blue Downs, in extent 330 square metres, held by T5677/1994, situated at 42 Valerie Crescent, Tuscany Glen, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms, bathroom/toilet and garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,25% (nineteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 158830/gt.)

Case No. 1405/95

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

ABSA BANK LIMITED, trading as UNITED BANK, versus FERIAL BEHARDIEN

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Thursday, 21 November 1996 at 14:00, to the highest bidder:

Erf 38893, Cape Town, at Athlone, in extent 419 square metres, held by T6622/1978, situated at 37 Bilston Road, Athlone, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Entrance, lounge, dining-room, study, three bedrooms, bathroom/shower/toilet, toilet and garage.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,25% (nineteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 126922/gt.)

Case No. 23714/90

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

ABSA BANK LIMITED, trading as UNITED BANK, versus IQBAL BRAY

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Thursday, 21 November 1996 at 14:00, to the highest bidder:

Erf 7161, Grassy Park, in extent 509 square metres, held by T70962/1989, situated at 120 Perth Road, Grassy Park, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,25% (nineteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 100115/gt.)

Case No. 40087/92

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

**ABSA BANK LIMITED, trading as UNITED BANK, versus WILLIE ISAAC BOSMAN, and
CECILIA CHRISTINA BOSMAN**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Thursday, 21 November 1996 at 14:00, to the highest bidder:

Erf 5884, Portion of Erf 2622, Grassy Park, at Lotus River, in extent 277 square metres, held by T54229/1989, situated at 6A Kudu Avenue, Lotus River, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge/kitchen, two bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,25% (nineteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 103156/gt.)

Case No. 231/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK, versus RODNEY TREVOR JENEKER
and WELDA VELECIA JENEKER**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Wednesday, 20 November 1996 at 09:00, to the highest bidder:

Erf 3011, Blue Downs, in extent 350 square metres, held by T25062/1990, situated at 29 Trafalgar Crescent, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/dining-room, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,25% (nineteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 134190/gt.)

Case No. 8726/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK, versus HARRY MATTHEWS KRIGE
and ISABEL VALERIE ANNE KRIGE**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Wednesday, 20 November 1996 at 09:00, to the highest bidder:

Erf 136, Kleinvlei, in extent 570 square metres, held by T3319/1987, situated at 7 Stanley Street, Kleinvlei, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,25% (nineteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 135037/gt.)

Case No. 2646/93

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

ABSA BANK LIMITED, trading as UNITED BANK, versus MARLAN MORGAN KING and BRENDA KING

The following property will be sold in execution at the site of the property, 45 Cook Street, Goodwood, Western Cape, on Tuesday, 19 November 1996 at 12:00, to the highest bidder:

Erf 6100, Goodwood, in extent 495 square metres, held by T67333/1992, situated at 45 Cook Street, Goodwood, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Entrance, lounge, dining-room, kitchen, laundry, three bedrooms, bathroom/toilet, toilet, garage, store-room and swimming-pool.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,25% (nineteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 134195/gt.)

Saak No. 6324/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen ABSA BANK BEPERK, handeldrywend as UNITED BANK, Eiser, en
AFRIKA ESAU, Verweerder**

In die gemelde saak sal 'n veiling gehou word op Woensdag, 27 November 1996 om 10:00, te Emerald Way 3, Denemere, Blackheath.

Erf 3138, Kleinvlei, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur van Melton Rose/Blue Downs, afdeling Stellenbosch, provinsie Wes-Kaap, groot 621 vierkante meter, gehou deur die Verweerder kragtens Transportakte T12989/1996.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes en die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelakte.

2. Een tiende ($\frac{1}{10}$) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 19,25% (negentien komma twee vyf persent) per annum op die bedrag van die Eiser se eis, en in die geval van enige preferente skuldeiser, dan ook die rente betaalbaar op sodanige preferente skuldeiser se eis en op die balans, indien enige, is 19,25% (negentien komma twee vyf persent) per annum, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbetering is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit drie slaapkamers, kombuis, sitkamer, badkamer en toilet.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier, en in die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 4de dag van Oktober 1996.

Marais Müller, Prokureur vir Vonnisskuldeiser, 19de Verdieping, Cartwright's Cornergebou, Adderleystraat, Kaapstad. (Verw. T. R. de Wet/mm/Z00411.)

Case No. 39110/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
CYRIL HAROLD FREDERICK WHITE, Defendant**

In pursuance of a judgment dated 3 June 1996 and an attachment on 16 August 1996, the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 15 November 1996 at 14:15:

Erf 873, Lorraine, in the Municipality and Division of Port Elizabeth, Province of the Eastern Cape, in extent 1 638 (one thousand six hundred and thirty-eight) square metres, situated at 80 Luneville Road, Lorraine, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof consisting of three bedrooms, bathroom, lounge, dining-room, kitchen and flatlet.

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 South, 36 North Street, Port Elizabeth.

Terms: 10% (ten per centum) 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 2,5% (two comma five per centum) on first R30 000 and thereafter 1,5% (one comma five per centum) with a minimum of R260 and a maximum of R4 000 and auctioneer's charges 4,5% (four comma five per centum) plus VAT in both cases are also payable on date of sale.

Dated at Port Elizabeth on this the 1st day of October 1996.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth. (Ref. MS/D. Chowles/Z00550.)

Saak No. 45/96

IN DIE LANDDROSHOF VIR DIE DISTRIK CLANWILLIAM GEHOU TE CLANWILLIAM

In die saak tussen BURGER, JONKER & MARAIS, Eiser, en CHRISTIAAN JACOBUS VISSER VAN ZYL, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 12 September 1996, sal die ondergenoemde onroerende eiendom, geregistreer in die naam van die Verweerder, deur die Balju in eksekusie verkoop word op 8 November 1996 om 10:00:

1. Restant van die plaas Koorlandskloof 490, in die afdeling Clanwilliam, Wes-Kaap-provinsie, groot 287,0050 hektaar.
2. Restant van Gedeelte 2 (Witberg), van die plaas Steel Water 493, in die afdeling Clanwilliam, Wes-Kaapprovinsie, groot 236,5803 hektaar.
3. Gedeelte 3 van die plaas Steel Water 493, in die afdeling Clanwilliam, Wes-Kaap-provinsie, groot 215,7209 hektaar.
4. Gedeelte 5 van die plaas Steel Water 493, in die afdeling Clanwilliam, Wes-Kaap-provinsie, groot 38,1949 hektaar.

Plek van verkoping: Die verkoping sal plaasvind op die plaas Koorlandskloof, die eiendom wat hier te koop aangebied word.

Verbeterings: Daar is geboue bestaande uit woonhuis, gastehuis, store en arbeiderhuise op die eiendom asook lemoenboorde. Geen waarborge word egter tot die verbeterings verskaf nie.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae te die kantore van die Balju, Clanwilliam, en kantore van ondergetekende waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Citrusdal op hierdie 9de dag van Oktober 1996.

D. J. P. Jonker, vir Burger, Jonker & Marais, Voortrekkerstraat 83, Citrusdal, 7340. [Tel. (022) 921-2088.]

Saak 830/96

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen EERSTE NASIONALE BANK VAN S.A. BEPERK, Eksekusieskuldeiser, en H. H. VAN DER KUIL, Eerste Eksekusieskuldenaar, en R. VAN DER KUIL, Tweede Eksekusieskuldenaar

Kragtens 'n vonnis van die Landdroshof op Uitenhage, gedateer 20 Februarie 1996, sal die ondergemelde eiendom verkoop word deur die Balju vir die Landdroshof, Uitenhage-Suid, op Donderdag, 7 November 1996 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder. Die eiendom bekend as:

Gebied: Residensieel.

Te wete: Erf 89, Uitenhage, in die munisipaliteit en afdeling Uitenhage.

Grootte: 420 (vierhonderd-en-twintig) vierkante meter.

Gehou deur: H. H. en R. van der Kuil.

Onder: Titellakte T64757/92, en onderhewig aan die voorwaardes daarin gemeld.

Die voorwaardes van verkoping sal onmiddellik voor die verkoping deur die Balju gelees word, en lê ter insae by die kantoor van die Balju vir die Landdroshof, Stockenstroomstraat 12, Uitenhage.

Terme: 5% (vyf persent) Balju (afslaer) se koste op die eerste R30 000 van die opbrengs van die verkoping en 3% (drie persent) op die balans daarvan onderworpe aan 'n maksimum kommissie van R7 000 in totaal en 'n minimum van R260 (insluitende van die Balju se bankfooi en ander uitgawes aangegaan by betaling van die opbrengs, in sy trustrekening). Die kommissie sal deur die koper betaal word, in kontant, na afhandeling van die verkoping, plus belasting op toegevoegde waarde; die balans teen registrasie van transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap of ander aanvaarbare waarborg, moet binne 21 (een-en-twintig) dae aan die Balju verskaf word vanaf datum van verkoping.

Gedateer te Uitenhage op hierdie 7de dag van Oktober 1996.

Le Roux, Cubitt & Cronjé, Prokureurs vir Eksekusie Eiser, Blenheimhuis, Bairdstraat 4, Uitenhage, 6230. (Verw. APLR/WH/Inv/mdv/F01550.)

Saak 497/96

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen BOLAND BANK PKS, Eksekusieskuldeiser, en CASSIM TIMOL, Eksekusieskuldenaar

Kragtens 'n vonnis van die Landdroshof op Uitenhage, gedateer 25 Maart 1996, sal die ondergemelde eiendom verkoop word deur die Balju vir die Landdroshof, Uitenhage-Suid, op Donderdag, 7 November 1996 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder. Die eiendom bekend as:

Gebied: Residensiële.

Te wese: Erf 6776, Uitenhage, in die munisipaliteit en afdeling Uitenhage.

Grootte: 661 (seshonderd een-en-sestig) vierkante meter.

Gehou deur: Cassim Timol.

Onder: Titelakte T72846/88, en onderhewig aan die voorwaardes daarin gemeld.

Die voorwaardes van verkoping sal onmiddellik voor die verkoping deur die Balju gelees word, en lê ter insae by die kantoor van die Balju vir die Landdroshof, Stockenstroomstraat 12, Uitenhage.

Terme: 5% (vyf persent) Balju (afslaer) se koste op die eerste R30 000 van die opbrengs van die verkoping en 3% (drie persent) op die balans daarvan onderworpe aan 'n maksimum kommissie van R7 000 in totaal en 'n minimum van R260 (insluitende van die Balju se bankfooie en ander uitgawes aangegaan by betaling van die opbrengs, in sy trustrekening). Die kommissie sal deur die koper betaal word, in kontant, na afhandeling van die verkoping, plus belasting op toegevoegde waarde; die balans teen registrasie van transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap of ander aanneembare waarborg, moet binne 21 (een-en-twintig) dae aan die Balju verskaf word vanaf datum van verkoping.

Gedateer te Uitenhage op hierdie 7de dag van Oktober 1996.

Le Roux, Cubitt & Cronjé, Prokureurs vir Eksekusie Eiser, Blenheimhuis, Bairdstraat 4, Uitenhage, 6230. (Verw. APLR/WH/Inv/mdv//B02155.)

Case No. 48113/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

ABSA BANK LIMITED, trading as UNITED BANK (formerly UNITED BANK LIMITED, formerly UNITED BUILDING SOCIETY LIMITED), versus MARIECHEN DU PLESSIS

The following property will be sold in execution at the front entrance, New Law Courts, North End, Port Elizabeth, on Friday, 15 November 1996 at 14:15, to the highest bidder:

Erf 474, Parsonsvei, a unit consisting of—

(a) Section 2, as shown and more fully described on Sectional Plan SS59/1977, in the building or buildings known as Mater Court, situated at Parsonsvei, Municipality and Division of Port Elizabeth, of which the floor area, according to the said sectional plan is 111 (one hundred and eleven) 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 Title ST59/1977(2)Unit, situated at 2 Mater Court, Burchell Road, Francis Evatt Park, Port Elizabeth.

1. The following improvements are reported but not guaranteed: Dwelling: Duplex unit consisting of entrance hall, lounge/dining-room, three bedrooms, kitchen, separate w.c., bath and w.c., separate shower and w.c. and enclosed courtyard—covered.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,25% (nineteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately, prior to the sale and may be inspected at the office of the Sheriff.

D. F. Ferreira, for Goldberg & De Villiers, Attorneys for Judgment Creditor, 13 Bird Street, Port Elizabeth. (Ref. Mr D. Ferreira.)

Case No. 47783/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH

In the matter between DOUGLAS JONES & CO. (PTY) LTD, Plaintiff, and Mr H. VAN GENT, Defendant

In pursuance of the judgment of the Court of the Magistrate of Port Elizabeth dated 18 January 1996 and a warrant of execution dated 20 April 1996, the property listed hereunder will be sold in execution on Friday, 8 November 1996 at 14:15, at the front entrance of the Law Courts, North End, Port Elizabeth:

Erf 0000833, Gelvandale, in the Administrative District of Port Elizabeth, measuring 317 (three hundred and seventeen) square metres, situated at 67 Springbok Street, Gelvandale, Port Elizabeth.

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 deed in so far as these are applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 20,25% (twenty comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth on this the 8th day of October 1996.

C. Pillay, for Pillay Meyer, Plaintiff's Attorneys, 44 Stanford Road, Korsten, Port Elizabeth. (Ref. Mr Pillay/sg.)

Case No. 7665/96

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and
E. H. WILLIAMS, Execution Debtor**

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 4 July 1996, and in pursuance of an attachment in execution dated 16 July 1996, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 14 November 1996 at 11:00, of the following immovable property situated at 29 Tortelduif Crescent, Daleview, Despatch.

Zoned: Residential.

Being Erf 6335, Despatch, in the area of Despatch Transitional Council, Division of Uitenhage, Eastern Cape Province, in extent 286 square metres, held by Edward Harry Williams, under Deed of Transfer T78848/91, and subject to the conditions referred to therein.

The following improvements are situated on the property, although nothing in this respect is guaranteed: Single storey detached conventional dwelling under tile roof with lounge, dining-room, three bedrooms, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent) of the purchase price and 5% (five per cent) Sheriff's (auctioneer's) charges up to R30 000 and thereafter 3% (three per cent) to a maximum of R7 000 with a minimum of R260 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within fourteen (14) days from date of the sale.

Dated at Uitenhage this 10th day of October 1996.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Case No. 27290/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

NEDCOR BANK LIMITED versus SIPO CHARLES VICE and THEMBELA PRIMROSE VICE

In pursuance of a judgment dated 16 September 1994 and an attachment on 26 September 1996, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 15 November 1996 at 14:15:

Erf 1745, Motherwell NU7, in the Administrative District of Uitenhage, in extent 200 (two hundred) square metres, situated at 92 Ncera Street, Motherwell NU7, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an asbestos roof consisting of two bedrooms, 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% (ten per cent) on the date of sale, the balance including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R30 000 and thereafter 3% (three per cent) to a maximum of R7 000 with a minimum of R260 plus VAT] are also payable on date of sale.

Dated 10 October 1996.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 37946/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**NEDCOR BANK LIMITED, Plaintiff, versus MZIMKULU CHARLES KAPAYI, First Defendant, and
PINDISWA LAURETTA KAPAYI, Second Defendant**

In pursuance of a judgment dated 31 December 1992 and an attachment on 26 September 1996, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction, on Friday, 15 November 1996 at 14:15:

Erf 13235, Ibhayi at kwaFord, in the Administrative District of Port Elizabeth, in extent 493 (four hundred and ninety-three) square metres, situated at 7 Dippa Road, New Brighton, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an asbestos roof consisting of three bedrooms, 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 of the Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R30 000 and thereafter 3% (three per cent) to a maximum of R7 000 with a minimum of R260 plus VAT] are also payable on date of sale.

Dated 9 October 1996.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 1790/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

NEDPERM BANK LIMITED, Plaintiff, versus LOLOBI SYDNEY GQABAZA, Defendant

In pursuance of a judgment dated 13 October 1992 and an attachment on 30 September 1996, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 15 November 1996 at 14:15:

Site 13314, kwaFord Stage II, in extent 463 (four hundred and sixty-three) square metres, situated at 8 Peter Street, kwaFord, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof consisting of three bedrooms, lounge, dining-room, kitchen, two bathrooms and garage.

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, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R30 000 and thereafter 3% (three per cent) to a maximum of R7 000 with a minimum of R260 plus VAT] are also payable on date of sale.

Dated 9 October 1996.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 47687/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

NEDCOR BANK LIMITED, Plaintiff, versus FREDERICK ANDRIES ELS, Defendant

In pursuance of a judgment dated 4 June 1996 and an attachment on 23 July 1996, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 15 November 1996 at 14:15:

Section 1, as shown and more fully described on Sectional Plan SS458/95, in the scheme known as Algoa Hof, in the building or buildings situated at Algoapark, in the Municipality of Port Elizabeth, of which the floor area, according to the said sectional plan is 62 (sixty-two) square metres in extent, situated at 1 Algoa Hof, Algoapark, Port Elizabeth.

While nothing is guaranteed, it is understood that the property is a flat consisting of two bedrooms, lounge, kitchen and bathroom.

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, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R30 000 and thereafter 3% (three per cent) to a maximum of R7 000 with a minimum of R260 plus VAT] are also payable on date of sale.

Dated 9 October 1996.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 79157/96

IN THE MAGISTRATE'S COURT DISTRICT PORT ELIZABETH HELD AT PORT ELIZABETH

NEDCOR BANK LIMITED versus JIMINY ADA HUMPHRIES

In pursuance of a judgment dated 26 August 1996, and an attachment on 26 September 1996, the following immovable property will be sold at 22 Kleinmond Street, Sherwood, Port Elizabeth, by public auction on Tuesday, 19 November 1996 at 11:00:

Erf 2028, Hunters retreat in the Municipality and Division of Port Elizabeth, in extent 800 (eight hundred) square metres, situated at 22 Kleinmond Street, Sherwood, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof consisting of three bedrooms, lounge, dining-room, kitchen, one and a half bathrooms and double garage.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, South, 36 North Street, North End, Port Elizabeth.

Terms: 10% on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [2½% (two and a half per cent) on the first R30 000 and thereafter 1½% (one and a half per cent) with a minimum of R260 and a maximum of R4 000] and auctioneer's charges 4½% (four and a half per cent) plus VAT in both cases are also payable on date of sale.

Dated 10th October 1996.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 6475/96
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 TAAHIR WILLIAMS, First Defendant, and ROUSHAAN WILLIAMS, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 16, the Avenue, Woodstock on Tuesday, 19 November 1996 at 9:00 of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff for the Supreme Court, Mandatum House, Barrack Street, Cape Town:

Erf 115095, Cape Town, at Woodstock, in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Western Cape Province, in extent 192 square metres and situated at 16, The Avenue, Woodstock.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A 103 square metre main dwelling consisting of an entrance hall, lounge, kitchen, three bedrooms and a bathroom with water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within (14) fourteen days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand) minimum charges R260 (two hundred and sixty rand.)

Dated at Cape Town this 4th day of October 1996.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront (P.O. Box 67), Cape Town. (Docex 87, Cape Town.) (Tel. 419-5414.) (Ref. W. D. Inglis/cs/S2427/5635.)

Saak No. 8267/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen D. E. M. PISCOPO, Eiser, en W. M. VAN AARDE, Eerste Verweerder, en R. A. VAN AARDE, Tweede Verweerder

Geliewe kennis te neem dat die onderstaande eiendom op 1 November 1996 om 13:15, by die onderstaande perseel geleë te Komatiesingel 40, Bonniebrae, Kraaifontein, te koop aangebied word:

Erf: 9684, Kraaifontein, Afdeling Kraaifontein, groot 600 (ses honderd) vierkante meter, gehou kragtens Transportakte T57343/95. Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: vier slaapkamers, kombuis, badkamer, sitkamer, onderdak braaikamer, waskamer, enkel motorhuis en dubbele onderdakparkering.

'n Deposito van 10% (tien persent) van die koopsom is in kontant by die veiling betaalbaar en die res teen registrasie van transport van die eiendom.

Die volledige veilingvoorwaardes lê ter insae by die Balju, van die Landdroshof, Kuilsrivier en by Brynard & Brynard, Albie de Waalstraat 16, Brackenfell. Volledige aanwysings van hoe om by die terrein waar die verkoping gehou word op die dag van die veiling te kom, is beskikbaar by die Balju, telefoonnommer (021) 948-8326.

Getateer te Brackenfell op hierdie 7de dag van Oktober 1996.

C. L. Smit, vir Brynard & Brynard, Albie de Waalstraat 16, Brackenfell. (Verw. C. L. Smith/ao/P198.)

Case No. 39452/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and FREDERICK ALLERS, First Defendant, and DENISE ALLERS, Second Defendant

In pursuance of a judgment in the Magistrate's Court for the District of Port Elizabeth dated 23 May 1996 and a writ issued in accordance therewith, the property listed hereunder will be sold in execution in the foyer of the Magistrate's Court, Main Street, North End, Port Elizabeth, by public auction on 29 November 1996 at 14:15:

Erf 225, Algoa Park, Municipality and Division of Port Elizabeth, in extent 656 (six five six) square metres, held by Frederick Allers and Denise Allers, married in community of property to each other, under Deed of Transfer T58615/93, situated at 58 Dyke Road, Algoa Park, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an asbestos roof, consisting of three bedrooms, a lounge and a kitchen, separate toilet, bathroom and a free standing garage.

A substantial bond is available to an approved purchaser.

The full conditions of sale may be inspected at the office of the Sheriff North, Magistrate's Court, Danelllyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) of the purchase price together with Sheriff's charges and commission including VAT, if applicable, on the date of sale, the balance in cash, against transfer to be secured by a bank or building society guarantee and to be furnished to the Plaintiff's attorneys within twenty-one (21) days after the date of the sale.

Dated at Port Elizabeth on this 14th day of October 1996.

Burmeisters, 12 Graham Street, North End, Port Elizabeth, 6001; P.O. Box 2351, North End, 6056. (Tel. 54-1334.) (Ref. Mr C. de Lange/mc/F249.)

Case No. 2281/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and S. ALBERTS, First Defendant, C. ALBERTS, Second Defendant and N. ALBERTS, Third Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Malmesbury dated 19 August 1996 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at 17 Septre Street, Saxonsea, Atlantis, to the highest bidder on Thursday, 21 November 1996 at 10:00:

Erf 2971, Wesfleur, geleë in die Metropolitaanse Oorgangsubstruktuur van Atlantis, afdeling Kaap, Weskaap-provinsie; in extent 2 971 (two thousand nine hundred and seventy-one) square metres, Wesfleur, geleë in die Metropolitaanse Oorgangsubstruktuur van Atlantis, Afdeling Kaap, Weskaap-provinsie.

Street address: 17 Septre Street, Saxonsea, Atlantis.

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: Three bedrooms, lounge, kitchen, bathroom and separate toilet, asbestos roof, construction: cement blocks, unplastered.

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, Malmesbury.

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 20,25% (twenty comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated on this 3rd day of October 1996.

Sonnenberg, Hoffmann & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref. G. Bellairs/jg/M184394/96.)

Saak No. 2316/96

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en WINDSON STEWART, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Oudtshoorn en 'n lasbrief vir eksekusie gedateer 5 September 1996 sal die volgende eiendom in eksekusie verkoop word op Donderdag, 14 November 1996 om 10:00, te die gegewe perseel, naamlik:

Restant van Erf 59, De Rust, in die munisipaliteit De Rust, afdeling Oudtshoorn, ook bekend as Schoemanstraat 37, De Rust, distrik Oudtshoorn, groot 749 vierkante meter, gehou kragtens Transportakte T4653/93.

Verbeterings: Twee slaapkamers, kombuis, sitkamer, badkamer en motorhuis.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalinge van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalinge van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken teen die huidige rentekoers van 18,75% (agtien komma sewe vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in die 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 grondbelastinge en heffings vir die huidige jaar en afslerskommissie betaal.

4. Belasting op toegevoegde waarde op die koopprijs, tensy die Vonnisskuldenaar voor die veiling die afslae en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, Oudtshoorn, Jakobsentstraat, Oudtshoorn, sowel as by die kantore van mnre. Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George hierdie 10de dag van Oktober 1996.

R. Engelbrecht, vir Raubenheimers Ingelyf, Cathedralstraat 60 (Posbus 21), George, 6530. [Tel. (0441) 73-2043.]

IN THE SUPREME COURT OF SOUTH AFRICA
(South Eastern Cape Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and THOZAMA MARTHA MGOQI, Defendant

In pursuance of a judgment of the above Honourable Court dated 24 February 1995, and the warrant of execution dated 15 March 1995, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 15 November 1996 at 15:00, at the foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 2414, kwaDwesi, in the kwaDwesi Development Area, Administrative District of Port Elizabeth, measuring 227 square metres, held by the Defendant under Deed of Transfer TL3555/92, situated at 16 Siqwana Street, kwaDwesi, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tile dwelling, lounge, dining-room, kitchen, three bedrooms, bathroom/w.c. and w.c.

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 the 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 by the Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% (five per cent) on the first R30 000 and 3% (three per cent) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 9th day of October 1996.

McWilliams & Elliott Inc., Plaintiff's Attorneys, Parliamentstraat 83, Sentraal, Port Elizabeth. (Verw. Ed Murray/rr.)

IN THE SUPREME COURT OF SOUTH AFRICA
(South Eastern Cape Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and JOHNNIE PIETER DE VOS, First Defendant, and CHARMAINE KATHLEEN DE VOS, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 14 June 1996, and the warrant of execution dated 19 June 1996, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 15 November 1996 at 15:00, at the foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 4448, Bethelsdorp, in the Municipality and Division of Port Elizabeth, measuring 816 square metres, held by the Defendants under Deed of Transfer T76417/94, situated at 2 Juicy Street, Bethelsdorp, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tile dwelling, entrance hall, lounge, kitchen, four bedrooms, bath/w.c., sh/w.c., family room, dining-room, study, laundry. *Basement:* Lounge, kitchen, bedroom, sh/w.c. and double garage.

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 the 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 by the Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% (five per cent) on the first R30 000 and 3% (three per cent) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 9th day of October 1996.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rr.)

Case No. 958/96

IN THE SUPREME COURT OF SOUTH AFRICA
(South-Eastern Cape Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and JOHNNIE PIETER DE VOS, First Defendant, and CHARMAINE KATHLEEN DE VOS, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 14 June 1996, and the warrant of execution dated 19 June 1996, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 15 November 1996 at 15:00, at The Foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 548, Korsten, in the Municipality and Division of Port Elizabeth, measuring 495 square metres, held by the Defendants under Deed of Transfer T10173/95, situated at 148 Durban Road, Korsten, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tile dwelling, entrance hall, lounge, kitchen, three bedrooms, bath/w.c., en suite bath/w.c., dining-room, single garage, granny flat with two rooms and bath/w.c., and maids/w.c.

Zoning: In terms of the Port Elizabeth Municipal Zoning Scheme, the property is zoned for Residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% (ten per cent) 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% (five per cent) on the first R30 000 and 3% (three per cent) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 9th day of October 1996.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rr.)

Saak No. 3528/96

IN DIE LANDDROSHOF VIR DIE DISTRIK UPINGTON GEHOU TE UPINGTON

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en HERMANUS TETIES TITUS, Eerste Verweerder, en REGINA CHRISTINA TITUS, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Schröderstraat, Upington, op Woensdag, 13 November 1996 op 10:30, van die ondervermelde residensiële eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 5241, Upington, geleë in die Upington-dorpsuitbreiding 24, munisipaliteit Upington, afdeling Gordonia, groot 782 (sewehonderd twee-en-tagtig) vierkante meter, onderworpe aan sekere serwitute en voorwaardes en gehou kragtens Transportakte T1364/89.

Die verbetering op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woonhuis bestaande uit sitkamer, eetkamer, drie slaapkamers, badkamer, toilet en kombuis.

Terme: Die koper sal 20% (twintig persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingswaarborg binne veertien (14) dae na afloop van die veiling.

Datum: 14 Oktober 1996.

H. Zürich, vir Möller Zürich Ing., Prokureur vir Eiser, Multiprofsentrum, Markstraat 71 (Posbus 270), Upington. [Tel. (051) 447-9881.] (Verw. CLR/cb/W93906.)

Saak No. 3529/96

IN DIE LANDDROSHOF VIR DIE DISTRIK UPINGTON GEHOU TE UPINGTON

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en RAYMOND EDWARD JEFTHAS, Eerste Verweerder, en CATHERINA LORRETTA JEFTHAS, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Schröderstraat, Upington, op Woensdag, 13 November 1996 op 10:30, van die ondervermelde residensiële eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 5187, Upington, geleë in die Upington-dorpsuitbreiding 24, munisipaliteit Upington, afdeling Gordonia, groot 528 (vyfhonderd agt-en-twintig) vierkante meter, onderworpe aan sekere serwitute en voorwaardes en gehou kragtens Transportakte T1471/92.

Die verbetering op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: Woonhuis bestaande uit sitkamer, eetkamer, drie slaapkamers, badkamer, toilet, kombuis en motorhuis.

Terme: Die koper sal 20% (twintig persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingswaarborg binne veertien (14) dae na afloop van die veiling.

Datum: 14 Oktober 1996.

H. Zürich, vir Möller Zürich Ing., Prokureur vir Eiser, Multiprofsentrum, Markstraat 71 (Posbus 270), Upington. [Tel. (051) 447-9881.] (Verw. CLR/cb/W93905.)

Case No. 4212/96

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, Execution Creditor, and VUYISILE JAMES KANI, First Execution Debtor, and NOMBUZO MINAH KANI, Second Execution Debtor

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth, dated 16 February 1996 and the issued warrant of execution dated 11 June 1996, the following property will be sold in execution by public auction without reserve to the highest bidder on Friday, 22 November 1996 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth.

All right, title and interest in Erf 414, Motherwell, in the Administrative District of Uitenhage, in extent 240 (two hundred and forty) square metres situated at 48 Bira Street, Motherwell, Port Elizabeth, held under Certificate of Right of Leasehold TL414/4 with Mortgage Bond BL3856/87.

The following improvements on the property are reported, though in this respect nothing is guaranteed: A conventional detached one storey dwelling house consisting of two bedrooms and two other rooms.

The full conditions of sale may be inspected prior to the date of sale at the offices of the Sheriff of the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth on this 10th day of October 1996.

Spilkin & Miltz, Plaintiff's Attorneys, 15 Rink Street, Central, Port Elizabeth. (Ref. O. H. Ronaasen/M. Meyer/LS.)

Case No. 5526/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between ABSA BANK LIMITED, trading as UNITED BANK versus EEJAY INVESTMENTS CC

The following property will be sold in execution by public auction held at 21 and 23 Station Road, Maitland, to the highest bidder on 14 November 1996 at 12:30:

Erf 23413, Cape Town at Maitland, in extent 370 (three hundred and seventy) square metres, held by Deed of Transfer T5084/90 situated at 21 and 23 Station Road, Maitland.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A pair of semis, two entrance hall, lounge/dining-room, kitchen, five bedrooms, two bathrooms and two toilets.

3. Payment: Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19,25% (nineteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 14th day of October 1996.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

Case No. 35040/96

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, Execution Creditor, and WANDILE SOLOMON MELENI,
First Execution Debtor, and NOMALUNGELO CAROLINE MELENI, Second Execution Debtor**

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth dated 30 April 1996, and the issued warrant of execution dated 14 June 1996, the following property will be sold in execution, by public auction without reserve to the highest bidder on Friday, 22 November 1996 at 14:15 at the front entrance of the New Law Courts, North End, Port Elizabeth.

All right, title and interest in Erf 337, Motherwell, in the Administrative District of Port Elizabeth, in extent 280 (two hundred and eighty) square metres situated ad 118 Bira Street, Motherwell, Port Elizabeth, held under Certificate of Right of Leasehold 377/1 with Mortgage Bond BL3736/87.

The following improvements on the property are reported though in this respect nothing is guaranteed: A conventional detached one storey dwelling house consisting of two bedrooms, bathroom and two other rooms.

The full conditions of sale may be inspected prior to the date of sale at the offices of the Sheriff of the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth on this 10th day of October 1996.

Spilkin & Miltz, Plaintiff's Attorneys, 15 Rink Street, Central, Port Elizabeth. (Ref. O. H. Ronaasen/M. Meyer/LS.)

Case No. 1147/96

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, Execution Creditor, and MICHAEL MANGESI, First Execution Debtor,
and THELMA YEKELWA MANGESI, Second Execution Debtor**

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth, dated 26 January 1996 and the issued warrant of execution dated 2 June 1996 the following property will be sold in execution, by public auction without reserve to the highest bidder on Friday, 22 November 1996 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth.

All right, title and interest in Erf 1826, Motherwell, in the Administrative District of Uitenhage, in extent 200 (two hundred) square metres situated at 71 Ncera Street, Motherwell, Port Elizabeth, held under Deed of Transfer TL2275/88 with Mortgage Bond 2016/88.

The following improvements on the property are reported, though in this respect nothing is guaranteed: A concrete detached one storey dwelling house with servitude consisting of two bedrooms, kitchen and a lounge.

The full conditions of sale may be inspected prior to the date of sale at the offices of the Sheriff of the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth on this 10th day of October 1996.

Spilkin & Miltz, Plaintiff's Attorneys, 15 Rink Street, Central, Port Elizabeth. (Ref. O. H. Ronaasen/M. Meyer/LS.)

Saak No. 2870/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PAARL GEHOU TE PAARL

**In die saak tussen EERSTE NASIONALE BANK, Eksekusieskuldeiser, en RUDOLPH DAMPIES, Eerste
Eksekusieskuldenaar, en JOHANNA DAMPIES, Tweede Eksekusieskuldenaar**

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl in bogenoemde saak, sal 'n veiling op die onroerende eiendom gehou word op Woensdag, 6 November 1996 om 10:00, te Impalaweg 65, Wellington naamlik:

Erf 8473, Wellington, in die munisipaliteit en afdeling Wellington, groot 339 (driehonderd nege-en-dertig) vierkante meter, gehou deur die Vonnisiskuldenaars kragtens Akte van Transport T78721/92 en geleë te Impalaweg 65, Wellington, onderworpe aan die verkoopvoorwaardes hieronder uiteengesit.

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig en die reëls daaronder gepromulgeer asook onderworpe aan die bepalinge van Wet No. 3 van 1966, soos gewysig, en Wet No. 36 van 1966, soos gewysig.

2. Tien persent (10%) van die koopprys is betaalbaar in kontant of deur middel van 'n bankgewaarborgde tjek op die dag van die geregtelike veiling en die balans van die koopprys tesame met rente daarop bereken teen die heersende bankkoers vanaf die datum van die geregtelike veiling tot die datum van registrasie van oordrag, is betaalbaar in kontant teen registrasie van oordrag.

3. Die koper is aanspreeklik vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die geregsbode.

Gedateer te Paarl op hierdie 1ste dag van Oktober 1996.

R. Moore, vir Steyn Coetzee & Moore, Prokureurs vir Eksekusieskuldeiser, Hoofstraat 205, Paarl. (Verw. Y99388.)

Case No. 2870/95

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

In the matter between FIRST NATIONAL BANK, Judgment Creditor, and RUDOLPH DAMPIES, First Judgment Debtor, and JOHANNA DAMPIES, Second Judgment Debtor

Take notice that in pursuance of a judgment of the Magistrate, Paarl, in the above-mentioned matter, Judgment Debtor's property will be sold in execution on Wednesday, 6 November 1996 at 10:00, at 65 Impala Road, Wellington, namely:

Erf 8473, Wellington, in the Municipality and Division of Wellington, measuring 339 (three hundred and thirty-nine) square metres, held by the Judgment Debtors, in terms of Deed of Transfer T78721/92 and situated at 65 Impala Road, Wellington.

Conditions of sale:

1. The property is being sold voetstoots as it is to the highest bidder, subject to the terms and conditions of the Magistrates' Courts Act, Act No. 32 of 1944, as amended, and the rules promulgated thereunder and to the conditions contained in the title deed.

2. Ten percent (10%) of the purchase price is payable in cash or by bank guaranteed cheque on the day of sale in execution. The balance of the purchase price together with interest at the current bank rate from the date of the sale in execution to date of transfer of the property, is payable in cash against transfer of the property.

3. The purchaser is liable for the payment of all transfer costs, transfer duty arrear rates and taxed and service charges and all other additional costs, including VAT.

4. Possession of the property shall be given and taken on the day of the sale in execution subject to existing lease agreements, if any.

5. The full conditions of the said sale in execution shall be read at the time of the said sale, and may be inspected at the offices of the Sheriff, Paarl.

Dated at Paarl on the 1st day of October 1996.

R. Moore, for Steyn Coetzee & Moore, Attorneys for Judgment Creditor, 205 Main Street, Paarl. (Ref. Y99388.)

Saak No. 227/96

IN DIE LANDDROSHOF VIR DIE DISTRIK TULBAGH GEHOU TE TULBAGH

In die saak tussen EERSTE NASIONALE BANK VAN S.A. BEPERK, Vonnisskuldeiser, en ROCCO TROMP, Vonnisskuldenaar

Ingevolge 'n vonnis in die Landdroshof vir die distrik Tulbagh en 'n lasbrief in bogenoemde saak gedateer 13 September 1996, word 'n openbare veiling sonder 'n reserweprys gehou deur die Balju, Tulbagh, by die perseel op 15 November 1996 om 11:00, synde:

Erf 585, Tulbagh, geleë in die munisipaliteit Tulbagh, afdeling Tulbagh, Wes-Kaapprovinsie, groot 874 vierkante meter, gehou kragtens Transportakte 67711/93, geleë te Magnoliastraat 18, Tulbagh.

Neem kennis dat die veiling onderworpe is aan die bepalings van die Landdroshofwet en Reëls No. 32 van 1944. Die eiendom word voetstoots en onderworpe aan die voorwaardes van die bestaande titelbewys verkoop. Die hoogste bieder sal die koper wees onderworpe aan die bepalings van artikel 66 van bogenoemde Wet.

Neem verder kennis dat $\frac{1}{10}$ (een tiende) van die koopsom in kontant of deur middel van 'n bankgewaarborgde tjek onmiddellik na die toeslaan van die bod betaal word en die res van die koopsom tesame met rente daarop teen die heersende bouvereniging rentekoers, wat teen registrasie van oordrag betaal word en binne veertien (14) dae van die veilingsdatum moet 'n bank- of bouverenigingwaarborg daarvoor ontvang word.

Neem verder kennis dat die volgende verbeterings op die eiendom is (hoewel niks in hierdie verband gewaarborg word nie): Woonhuis en buitegeboue.

Neem verder kennis dat die volgende veilingsvoorwaardes ten tye van die veiling uitgelees sal word en is voor die veiling ter insae by die Balju, Tulbagh, en die kantoor van die ondergetekendes.

Van Niekerk & Vennote, Eiser se Prokureurs, Van der Stelstraat, Tulbagh. [Tel. (0236) 30-1050.]

Saak No. 422/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VRYBURG GEHOU TE VRYBURG

In die saak tussen BOEREREDDING, Eiser, en C. H. W. STEENKAMP, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vryburg gehou te Vryburg in bogemelde saak, sal 'n verkoping op Vrydag, 15 November 1996 om 10:00, gehou word voor die hoofingang Landdroskantoor (Hofgebou), De Kockstraat, Vryburg, op voorwaardes wat ten tye van die verkoping deur die afslaer voorgelees sal word, van die volgende eiendom van die Verweerder, naamlik:

Sekere Resterende Gedeelte van die plaas Gembokpan 309, geleë in die afdeling Mafikeng, provinsie Noordwes, groot 218,2028 ha, gehou kragtens Titel T323/1992.

Verbeterings: Woonhuis met sinkdak en gepleisterde mure met drie slaapkamers, badkamer, sitkamer, kombuis, sonkamer, opwaskamer, vloerbedekking: matte en novilon.

Buitegeboue: Garage, stoorkamer, bediendekamer, twee sinkstore, winkelgebou, werkwinkel, boorgat (toegerus) en erf omhein met draad.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Bode van die Hof. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg binne 10 (tien) dae na afloop van die veiling.

Die voorwaardes van die verkoping kan in die kantoor van die Bode van die Hof tydens kantoorure besigtig word.

Gedateer te Vryburg op hierdie 10de dag van Oktober 1996.

Venter, Booysen & Ferreira, Vrystraat 74, Vryburg.

Saak No. 1342/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VRYBURG GEHOU TE VRYBURG

In die saak tussen ABSA BANK BEPERK, Eiser, en ZELDA GERTRUIDA SMITH, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 13 Mei 1996, sal die hiernavermelde vaste eiendom in eksekusie verkoop word op 22 November 1996 om 10:00, voor die Landdroskantore, Vryburg, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Resterende gedeelte van Erf 430 (gedeelte van Erf 505), Vryburg, groot 799 vierkante meter, gehou kragtens Akte van Transport T1045/92.

Verbeterings (nie gewaarborg nie): Woonhuis met sink staandak (steenhuys), drie slaapkamers, kombuis, sitkamer, badkamer met toilet, kombuis met opwaskamer en buitetoilet.

Ook bekend as Livingstonestraat 158, Vryburg.

Voorwaardes: Een tiende ($\frac{1}{10}$) van die koopprijs in kontant of deur middel van 'n bank-gewaarborgde tjek aan die Balju, vir die rekening van die Vonnisskuldeiser, betaling waarvan op die verkoopdatum moet geskied. Die balans is betaalbaar teen oordrag en moet verseker word deur 'n bank- of bouverenigingwaarborg, deur die koper binne 14 (veertien) dae na die verkoping verskaf word.

Die volledige verkoopvoorwaardes lê vir inspeksie by die Balju se kantoor gedurende kantoorure.

Geteken te Vryburg op hierdie 16de dag van Oktober 1996.

D. Viviers, vir Du Plessis & Viviers, Prokureurs vir Eiser, Markstraat 136 (Posbus 2010), Vryburg, 8600.

Saak No. 6926/88

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Provinsiale Afdeling Kaap die Goeie Hoop)

In die saak tussen MUNISIPALITEIT VAN CALEDON, Eiser, en HOME MAID FOODS (EDMS.) BEPERK, Verweerder

Geliewe kennis te neem dat die onderstaande eiendom te koop aangebied sal word op 15 November 1996 om 11:00 te die perseel geleë aan die hoek van Nerinaweg en die N2-Nasionale Pad, Caledon, Wes-Kaap, en word soos volg omskryf:

Gedeelte 3 van die plaas Caledon Baths 560 in die afdeling Caledon, provinsie Wes-Kaap, groot 2,6732 hektaar, gehou deur die Verweerder kragtens Transportakte T7036/85.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: 'n Leë stuk grond met geen verbeterings geleë aan The Overberger-warmbronontwikkeling.

'n Deposito van 10% (tien persent) van die koopsom is in kontant by die veiling betaalbaar en die res teen registrasie van transport van die eiendom.

Die volledige veilingsvoorwaardes lê ter insae by die Balju van die Hooggeregshof, Caledon, en by Van der Spuy & Vennote, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. Volledige aanwysings van hoe om by die terrein waar die verkoping gehou word op die dag van die veiling te kom, is beskikbaar by die Balju, Telefoonnommer 0281-21108.

Gedateer te Kaapstad op hede die 11de dag van Oktober 1996.

Van der Spuy & Vennote, Prokureurs vir Eiser, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. (Verw. C. van Breda/bg.) Mnr. Van Breda. [Tel. (021) 419-3622.]

Case No. 190/96

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

In the matter between ABSA BANK LIMITED (UNITED DIVISION), Plaintiff, and ALEXANDER PHILIP CAMPBELL McDONALD, First Defendant, and ELIZABETH MARILYN McDONALD, Second Defendant

In pursuance of a judgment granted on 23 August 1996, in the Magistrate's Court for the District of Elliot and under a warrant of execution against property, issued on 23 August 1996, the immovable property listed hereunder will be sold in execution on 8 November 1996 at 10:00 at the Magistrate's Court, Elliot, to the highest bidder:

Description: i. Erf 545, Elliot, in the Area of Elliot Transitional Local Council, Division of Elliot, Province of the Eastern Cape, in extent 595 (five hundred and ninety-five) square metres, held by Deed of Transfer No. T46597/1984.

ii. Erf 546, Elliot, in the Area of Elliot Transitional Local Council, Division of Elliot, Province of the Eastern Cape, in extent 595 (five hundred and ninety-five) square metres, held by Deed of Transfer T46597/1984.

Postal address: 25 Robinson Street, Elliot, 5460.

Improvements: Whilst nothing is guaranteed, it is understood that the aforementioned property comprises of a conventional type dwelling and normal outbuildings.

The property is registered in the name of the Defendant:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 36 of 1944, as amended, and the rules made thereunder.

2. The property will be sold voetstoots and as it stands, subject to the conditions of the existing title deed. Neither the Plaintiff nor the Sheriff gives any warranty as to the property to be sold.

3. One tenth (1/10th) of the purchase price, shall be paid in cash or by means of a bank-guaranteed cheque immediately after the property is declared sold, and the balance of the purchase price together with interest thereon, as determined by the Plaintiff, is to be paid against registration of transfer, due payment of which must be guaranteed within fourteen (14) days after the date of sale, by a bank or building society guarantee.

4. The Plaintiff shall be entitled to appoint its Attorneys to attend to the transfer of the property into the name of the purchaser. The purchaser shall pay all transfer costs, current rates and taxes and other necessary charges to effect transfer, upon request by the said Attorneys.

5. The sale is subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Plaintiff's attorneys.

Dated at Queenstown on this the 10th day of October 1996.

Maurice Shadiack, Plaintiff's Attorneys, 22-24 Robinson Road (P.O. Box 398), Queenstown, 5320. (Ref. Mr Shadiack/Z23278/A945.)

Saak No. 190/96

IN DIE LANDDROSHOF VIR DIE DISTRIK ELLIOT GEHOU TE ELLIOT

In die saak tussen ABSA BANK BEPERK (UNITED BANK AFDELING), Eiser, en ALEXANDER PHILIP CAMPBELL McDONALD, Eerste Verweerder, en ELIZABETH MARILYN McDONALD, Tweede Verweerder

Ter uitvoering van 'n vonnis van hierdie Agbare Hof gedateer 23 Augustus 1996, en 'n lasbrief vir eksekusie gedateer 23 Augustus 1996, sal die volgende eiendom op 8 November 1996 om 10:00, by die Landdroskantoor, Elliot, aan die hoogste bieder in eksekusie, verkoop word:

Beskrywing: i. Erf 545, Elliot, in die gebied van die Elliot Plaaslike Oorgangsraad, Elliot, provinsie Oos-Kaap, groot 595 (vyfhonderd vyf-en-negentig) vierkante meter.

ii. Erf 546, Elliot, in die gebied van die Elliot Plaaslike Oorgangsraad, Elliot, provinsie Oos-Kaap, groot 595 (vyfhonderd vyf-en-negentig) vierkante meter, gehou onder Transport van Akte T46597/84. *Posadres:* Robinsonstraat 25, Elliot, 5460.

Verbeteringe: Terwyl niks gewaarborg is nie, word dit aanvaar dat die eiendom bestaan uit 'n gewone tipe huis en normale buitegeboue.

Die eiendom is in die naam van die Verweerder geregistreer.

1. Die eiendom word verkoop onderhewig aan die bepalinge van die Landdros Hofwet en reëls daarin vervat.
2. Die eiendom word voetstoots verkoop onderhewig aan die bepalinge van die titelakte sonder enige waarborg deur Eiser of Balju.
3. Die koper sal 'n tiende (1/10de) van die koopprijs in kontant op die dag van die verkoping betaal. Die balans, tesame met rente soos bepaal deur die Eiser, sal betaalbaar wees op datum van registrasie van oordrag, sodanige betaling moet binne veertien (14) dae vanaf datum van verkoping, gewaarborg word aan die Eiser se prokureurs, by wyse van 'n bank- of bouverenigingwaarborg.

4. Die Eiser se prokureur sal registrasie van die eiendom waarneem. Die koper sal alle oordragkoste, munisipale belastinge en ander nodige kostes, op versoek van sodanige Prokureur betaal.

5. Die verkoping is onderhewig aan verdere verkoopvoorwaardes wat ten tye van die verkoping uitgelees sal word en vir inspeksie by die Eiser se prokureur se kantore sal lê.

Gedateer te Queenstown op hierdie 10de dag van Oktober 1996.

Maurice Shadiack, Eiser se Prokureur, Robinsonweg 22-24 (Posbus 398), Queenstown, 5320. (Verwysing Mnr. Shadiack/Z23278/A945.)

NATAL

Case No. 24835/94

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

In the matter between CITY COUNCIL OF THE CITY OF PIETERMARITZBURG, Execution Creditor, and HENRY JOHNSON, First Execution Debtor, and FAITH MAGDELINE JOHNSON, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 5 January 1995, the following immovable property will be sold in execution on 22 November 1996 at 11:00, at the Sheriff's salesroom, 227 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 326 (of 181) of the farm Bishopstowe 2587, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 300 square metres, situated at 25 Shetland Drive, Glenwood, Pietermaritzburg.

Improvements: Dwelling constructed of concrete block under tile roof with the following accommodation: Two bedrooms, living-room, bath/w.c. and kitchen.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg this 4th day of October 1996.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case No. 752/96

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

In the matter between PIETERMARITZBURG-MSUNDUZI TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and MAHLABA MKHOLHELWA WELLINGTON, First Execution Debtor, and MAHLABA NTOMBIZAMANTUSO SYBIL, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 22 March 1996, the following immovable property will be sold in execution on 22 November 1996 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 244 of Lot 1486, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 720 square metres, situated at 10 Erasmus Smit Road, Grange, Pietermaritzburg.

Improvements: Dwelling constructed of concrete block under IBR roof, consisting of three bedrooms, bathroom, w.c., living-room, kitchen, store and external w.c. together with carport, constructed of IBR roof on steel poles.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg this 10th day of October 1996.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case No. 36817/96

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

In the matter between NBS BANK LIMITED, Execution Creditor, and JOTHISEELAN NAIDOO, First Execution Debtor, and SARADHAMBAL NAIDOO, Second Execution Debtor

In terms of a judgment granted in the above action the immovable property listed hereunder will be sold in execution without reserve to the highest bidder on 7 November 1996 at 10:00, at Second Floor, Stafmeyer House, Beach Grove, Durban:

Consisting of Lot 4380, Isipingo (Extension 38), situated in the Borough of Isipingo, and in the Amanzimtoti Regional Water Services Area, Administrative District of Natal, in extent 239 (two hundred and thirty-nine) square metres, held under Deed of Transfer 6280/89, and known as 5 Sunbird Crescent, Lotus Park, Isipingo.

Improvements: Duplex flat under tiled roof, *Upstairs:* Three bedrooms, bathroom, and toilet. *Downstairs:* Lounge/dining-room and kitchen. Nothing is guaranteed in the above respects.

The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash or by bank-guaranteed cheque at the time of sale, and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, to be furnished to the Messenger of the Court within 14 days after the sale.

Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all transfer costs, including transfer duty, current and any arrear rates, and other necessary changes to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the Sheriff of Durban South, St Georges Street, Durban, and the office of Plaintiff's attorneys, 16th Floor, Nedbank Centre, Durban Club Place, Durban.

Dated at this 9th day of October 1996.

Barkers, Plaintiff's Attorneys.

Case No. 6922/95

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

In the matter between ABSA BANK LIMITED, Plaintiff, and DIEDERICK RUDOLF VAN DER MERWE, First Defendant, and MARJORIE DOROTHY VAN DER MERWE, Second Defendant

In pursuance of a judgment granted on 28 March 1996 in the Court of the Magistrate, Pinetown, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 15 November 1996 at 10:00, at the front entrance, Magistrate's Court, Pinetown, 22 Chancery Lane, Pinetown:

Description: A certain piece of land being Lot 427, Forest Hills, situated in the Borough of Kloof, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 7615 square metres.

Postal address: 34 Valley Drive, Forest Hills, Kloof, KwaZulu-Natal.

Improvements: Double storey block building under corrugated iron roof consisting of three bedrooms (main-en suite), bathroom/toilet, bathroom/shower/toilet, dressing-room, family room, lounge, dining-room, study, entrance hall, kitchen and scullery. *Outbuildings:* Utility room, toilet/shower, part fencing and concrete driveway.

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, value-added tax, 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, Pinetown, at 2 Samkit Centre, 62 Caversham Road, Pinetown, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 25th day of September 1996.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D. Gardyne/oe/GAL2469.)

Case No. 81065/95

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

In the matter between TRANSNET LIMITED, trading as TRANSNET HOUSING, Execution Creditor, and ANDRIES JOSPHUS SCHEEPERS, First Execution Debtor, and CATHARINE SCHEEPERS, Second Execution Debtor

In pursuance of a judgment of the Magistrate's Court, Durban, dated 7 February 1996 and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution by the Sheriff of Magistrate's Court, Durban Central, on 14 November 1996 at 10:00, in Room 29, Second Floor, 21 Stafmayer House, 24 Beach Grove, Durban, without reserve:

Property description: Section 23, as shown and more fully described on Sectional Plan SS47/85, in the scheme known as Chisnor, in respect of the land and building or buildings situated at City of Durban, Administrative District of Natal, of which section the floor area, according to the said sectional plan, is in extent 42 (forty-two) square metres; 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 ST18065/94, subject to the conditions therein contained.

Physical address: Flat 405, Chisnor, 570 Point Road, Durban.

Zoning: Special Residential.

Improvements (but nothing is guaranteed): Flat—roof: Decked, brick with plaster, concrete floor, bachelor, toilet, bathroom, balcony and kitchen.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Durban Central, within 14 (fourteen) days after the date of the sale.

3. Payment of value-added tax which may be applicable in terms of Act 89 of 1991, shall be borne by the purchaser.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.

6. The Sheriff will have the right to stay or cancel the sale in execution should the Judgment Creditor or its representative fail to attend the sale in execution.

7. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 3rd day of October 1996.

Woodhead Bigby & Irving, Execution Creditor's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. AVL/avw/09T322B5.)

Case No. 10895/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Execution Creditor, and
BHEKANE VUKILE DLAMINI, Execution Debtor**

In pursuance of a judgment in the Court for the Magistrate of Verulam and reissued writ of execution dated September 1996, the property listed hereunder will be sold in execution on 15 November 1996 at 10:00, at the front entrance at the Magistrate's Court, Groom Street entrance, Room 7D, Verulam, to the highest bidder:

Unit P447 of Site 63 (a portion of Site 35) in the Township of kwaMashu P, in the District of Ntuzuma, in extent three hundred and four (304) square metres.

Postal address: Unit P447, kwaMashu P Township, 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, dining-room, three bedrooms, bathroom, w.c., paving, pergola and patio.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Inanda, Area 1. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 7th day of October 1996.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nem/02/N012/052.)

Case No. 8887/96

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
LEON JOHANNES LUTHER, Execution Debtor**

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 23 August 1996, the property listed hereunder will be sold in execution on 22 November 1996 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

1. A unit consisting of:

(a) Section 22, as shown and more fully described on Sectional Plan SS129/95, in the scheme known as Cedarview, in respect of the land and building or buildings situated at Pinetown in the Local Authority Area of Pinetown, of which section the floor area, according to the said sectional plan, is ninety-four (94) square metres;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota is endorsed on the said sectional plan.

2. An exclusive use area described as Carport C22, measuring twelve (12) square metres, being as such part of the common property, comprising the land and the scheme known as Cedarview, in respect of the land and building or buildings situated at Pinetown, in the Local Authority Area of Pinetown, as shown and more fully described on Sectional Plan SS129/95.

3. An exclusive use area described as Garden Area G22, measuring sixty-seven (67) square metres, being as such part of the common property, comprising the land and the scheme known as Cedarview in respect of the land and building or buildings situated at Pinetown, in the Local Authority Area of Pinetown, as shown and more fully described on Sectional Plan SS129/95.

Postal address: 22 Cedarview, 25 James Herbert Road, Pinetown, 3610.

Town-planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A sectional title complex consisting of lounge, kitchen, three bedrooms, one and a half bathrooms, shower, two w.c.'s, carport and garden. *Common property:* Swimming-pool, clubhouse, fencing, gates, retaining walls and metre room.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 4th day of October 1996.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nem/02/N012/481.)

Case No. 42405/96

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

**In the matter between TRANSNET LIMITED, trading as TRANSNET HOUSING, Execution Creditor, and
NICHOLAS JONATHAN HARTSHORNE, Execution Debtor**

In pursuance of a judgment in the Magistrate's Court, Durban, dated 14 August 1996 and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of the Magistrate's Court, Durban Central, on 14 November 1996 at 10:00, in Room 29, Second Floor, 21 Stafmeyer House, 24 Beach Grove, Durban, without reserve:

Property description: Section 39 as shown and more fully described on Sectional Plan SS179/91, in the scheme known as Rydal Mount in respect of the land and building or buildings situated at Durban, City of Durban, of which the floor area, according to the said sectional plan, is 36 (thirty-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 held under Deed of Transfer ST13986/95, subject to the conditions therein contained:

Physical address: 410 Rydal Mount, 130 Gillespie Street, Durban.

Zoning: Special Residential.

Improvements (but nothing is guaranteed): Flat, decked roof, brick with plaster and paint, no garage, wooden floors, bedroom, bathroom with toilet, lounge in dining-room and kitchen.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Durban Central, within fourteen (14) days after the date of the sale.
3. Payment of value added tax which may be applicable in terms of Act 89 of 1991, shall be borne by the purchaser.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any), from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.
6. The Sheriff will have the right to stay or cancel the sale in execution, should the Judgment Creditor or its representative fail to attend the sale in execution.
7. The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, 21 Stafmeyer House, Beach Grove, Durban.

Dated at Durban this 8th day of October 1996.

Woodhead Bigby & Irving, Execution Creditor's Attorney, 650 Mansion House, 12 Field Street, Durban. (Ref. AVL/avw/09T1427A6.)

Case No. 24088/94

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

**In the matter between KWAZULU FINANCE AND INVESTMENT CORPORATION LTD, Plaintiff, and
THOKO EUNICE CELE, Defendant**

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg, dated 9 December 1994, the writ of execution dated 4 January 1995, the immovable property listed hereunder will be sold in execution on Friday, 15 November 1996 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 729, situated at Unit T in Edendale Township, in the District of Pietermaritzburg, in extent 662 square metres held under Deed of Grant 7147/1987.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed in so far as there are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 17% (seventeen per cent) per annum to date of payment.

4. The full conditions of sale which will be read by the Sheriff of the Magistrate's Court, Pietermaritzburg, immediately prior to the sale may be inspected at his office at 277 Berg Street, Pietermaritzburg.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. K1L/643/gd.)

Case No. 1013/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
MFANAZONDLANI AARON DHLAMINI, Defendant**

In pursuance of a judgment of the Supreme Court of South Africa, Durban and Coast Local Division, in the above-mentioned suit, a sale will be held by the Sheriff, Umlazi, at the Main South Entrance to the Umlazi Magistrate's Court, Umlazi (near the National Flag Post), on Friday, 8 November 1996 at 12:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as: Ownership Unit 392, situated in the Township of Umlazi, District Umlazi, in extent three hundred and thirty-six (336) square metres held under Deed of Grant G1553/39. *Street address:* V392 Umlazi Township, Umlazi.

Improvements: A plastered dwelling house under asbestos roof with outbuildings and electricity comprising of two bedrooms, bathroom, kitchen and dining-room/lounge. *Zoning:* Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Umlazi, at the old Magistrates' Courts Building, Block C, Room 4, Section V1030, Umlazi (Tel. 906-1713).

Dated at Durban on this 25th day of September 1996.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

Case No. 3227/96

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 SIBUSISO RICHARD MDLALOSE, First Execution Debtor, and BONISILE PRINCESS MDLALOSE, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and reissued writ of execution dated 1 August 1996, the property listed hereunder will be sold in execution on 15 November 1996 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Ownership Unit K197, Kwadabeka, situated in the township of Kwadabeka, District of Clermont, in extent three hundred and fifty (350) square metres. *Postal address:* Unit K197, Kwadabeka Township, KwaZulu-Natal. *Town-planning zoning:* Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey block and tile dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom, w.c. Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 1st day of October 1996.

King & Associates, Attorneys for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nem/02/N012/463.)

Saak No. 15238/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen EERSTE NASIONALE BANK VAN S.A. BEPERK, Eiser, en DANIEL HENDRIK POLS, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 29 Julie 1994, sal die Verweerder se een halwe aandeel in ondergemelde onroerende eiendom, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 15 November 1996 om 10:00:

Erf 973, Hibberdene, geleë in die Plaaslike Oorgangsraadgebied van Hibberdene en in die Suid-Natal Gesamentlike Diensteraadgebied, Administratiewe Distrik van Natal, provinsie KwaZulu-Natal, groot 1 234 vierkante meter, gehou kragtens Akte van Transport T8916/1989.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Scottburgh, Binnehof van Summersandsgebou, Marine Terrace, Scottburgh.

Verbeterings: Geen.

Zonering: Residensieel.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae te die kantore van die Balju, Summersandsgebou, Marine Terrace, Scottburgh, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 4de dag van Oktober 1996.

Mnr. A. H. W. Luderitz, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. mnr. Luderitz/avdp/F7322/L1.)

Case No. 1737/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and HUMPHREY BONGUMUSA NZUZA, Defendant

In execution of a judgment granted by the Supreme Court of South Africa, KwaZulu-Natal Provincial Division, on Thursday, 18 July 1996, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Ladysmith, in front of the Magistrate's Court, Keate Street, Ladysmith, KwaZulu-Natal, on Wednesday, 13 November 1996 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 5 Poort Road, Ladysmith, KwaZulu-Natal, namely:

Lot 4352, Ladysmith (Extension 20), situated in the Borough of Ladysmith, Administrative District of Natal, in extent seven hundred and fifty (750) square metres, which property is physically situated at 12 Hoopoe Lane, Ladysmith, KwaZulu-Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T17996/95.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of dwelling-house, brick under tile, consisting of a living-room, three bedrooms, kitchen, bathrom and toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 20,25 per cent per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the the date of sale.

Dated at Pietermaritzburg on this 30th day of September 1996.

J. R.. Browne, Plaintiff's Attorney, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case No. 2277/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and PREGALATHAN GOVENDER, First Defendant, and GOVINDAMMAH IRIS GOVENDER, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa, (Natal Provincial Division), on Friday, 13 September 1996, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Estcourt, on the steps of the Magistrate's Court, Albert Street, Estcourt, KwaZulu-Natal, on Wednesday, 13 November 1996 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at the Sheriff's Office at 142 Connor Street, Estcourt, KwaZulu-Natal, namely:

Lot 1451, Estcourt (Extension 10), situated in the Borough of Estcourt, Administrative District of Natal, in extent nine hundred and fifty (950) square metres, which property is physically situated at 1 Cherry Street, Estcourt, KwaZulu-Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T28547/1992.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a dwelling-house, brick under iron, consisting of an entrance hall, dining-room, living-room, three bedrooms, kitchen, bathroom, toilet, bath and another toilet. There is an outbuilding consisting of a garage, staff quarters, shower and toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 20,25 per cent per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 30th day of September 1996.

J. R.. Browne, Plaintiff's Attorney, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case No. 3523/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and AMARNATH RAMATHER, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (KwaZulu-Natal Provincial Division) on Tuesday, 9 January 1996 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Ladysmith, in front of the Magistrate's Court, Keate Street, Ladysmith, KwaZulu-Natal, on Thursday, 14 November 1996 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 5 Poort Road, Ladysmith, KwaZulu-Natal, namely:

Sub. 3 of Lot 1026, Ladysmith, situated in the Borough of Ladysmith, Administrative District of Natal, in extent nine hundred and seventy-three (973) square metres, which property is physically situated at 22 Tanjore Road, Ladysmith, KwaZulu-Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T22432/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a dwelling-house, brick under tile, consisting of an entrance hall, lounge, dining-room, three bedrooms, kitchen, shower, toilet, bathroom, toilet and a prayer room. There is an outbuilding consisting of a garage, two carports, two servants' quarters, bathroom, toilet and kitchen.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven (7) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18,25% (eighteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 26th day of September 1996.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case No. 2081/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
SIBUSISO BHEKUMUZI ZIQUBU, Defendant**

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Umlazi, at the main south entrance to the Umlazi Magistrate's Court, Umlazi (near the National Flag Post), on Friday, 8 November 1996 at 12:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The right of leasehold in respect of Site 179, Umlazi-S, situated in the Township of Umlazi, District of Umlazi, in extent three hundred and thirty-two (332) square metres, held under Certificate of Right of Leasehold G.001737/94.

Street address: Site 179, Umlazi-S, Umlazi.

Improvements: A brick plastered dwelling-house under tiled roof with electricity comprising two bedrooms, bathroom, kitchen and dining-room/lounge.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Umlazi, at the old Magistrate's Court Building, Block C, Room 4, Section V1030, Umlazi. (Tel. 906-1713.)

Dated at Durban this 2nd day of October 1996.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case No. 5264/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and P. N. MAGUBANE, Defendant

In pursuance of judgment in the above action, immovable property listed hereunder shall be sold in execution to the highest bidder on 15 November 1996 at 10:00, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown:

Description: Unit 594, in the Township of kwaDabeka D, District of Pinetown, in extent 242 square metres, represented and described on General Plan PB358/1984, held under Deed of Grant G4586/86.

Physical address: Unit D, 594 kwaDabeka Township.

Improvements: Block dwelling under tile, two bedrooms, bathroom, kitchen and lounge.

1. The property and the improvements thereon are sold voetstoots and without any warranties.
2. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.

3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at Dickinson & Theunissen.

Dickinson & Theunissen, Plaintiff's Attorneys, First Floor, One Simpson Place, Sunnyside Lane, Pinetown.

Case No. 81065/95

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

In the matter between TRANSNET LIMITED, trading as TRANSNET HOUSING, Execution Creditor, and ANDRIES JOSPHUS SCHEEPERS, First Execution Debtor, and CATHARINE SCHEEPERS, Second Execution Debtor

In pursuance of a judgment of the Magistrate's Court, Durban, dated 7 February 1996 and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of Magistrate's Court, Durban Central, on 14 November 1996 at 10:00, in Room 29, Second Floor, 21 Stafmayer House, 24 Beach Grove, Durban, without reserve:

Property description:

Section 23, as shown and more fully described on Sectional Plan SS47/85 in the scheme known as Chisnor, in respect of the land and building or buildings situated at City of Durban, Administrative District of Natal, of which section the floor area, according to the said sectional plan, is in extent 42 (forty-two) square metres, 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 ST18065/94, subject to the conditions therein contained.

Physical address: Flat 405, Chisnor, 570 Point Road, Durban.

Zoning: Special Residential.

Improvements (but nothing is guaranteed): Flat roof decked, brick with plaster, concrete floor, bachelor, toilet, bathroom, balcony and kitchen.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Durban Central, within fourteen (14) days after the date of the sale.
3. Payment of value-added tax which may be applicable in terms of the Act 89 of 1991, shall be borne by the purchaser.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the Bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.
6. The Sheriff will have the right to stay or cancel the sale in execution should the Judgment Creditor or its representative fail to attend the sale in execution.
7. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 3rd day of October 1996.

Woodhead Bigby & Irving, Execution Creditor's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. AVL/aww/09T1322B5.)

Case No. 1017/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between NEDCOR BANK LIMITED (Reg. No. 51/00009/06), formerly SOUTH AFRICAN PERMANENT BUILDING SOCIETY, Execution Creditor, and NTOBIZONKE CATHERINE SITHOLE, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone and the warrant of execution re-issued pursuant thereto on 31 July 1996, the immovable property described as:

Site A1633, in extent 509 square metres, as shown on General Plan BA15/1970, situated in the Township of Gamalakhe, District of Izingolweni, under Deed of Grant G4033/87.

Will be sold in execution on Friday, 8 November 1996 at 10:00, on the Courthouse steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Messrs Barry, Botha & Breytenbach Inc., the Plaintiff's attorneys, 16 Bisset Street, Port Shepstone. The material terms and conditions of the sale are as follows:

- (a) (i) The purchase price shall be paid as to 10% (ten per centum) of the outstanding amount due to the Plaintiff at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(ii) The Sheriff shall, if requested by the Plaintiff at any time prior to or after the commencement of the bidding, require any bidder other than the Plaintiff to deposit with him in cash or by way of a bank-guaranteed cheque an amount equal to 10% (ten per centum) of the amount owing to the Plaintiff before accepting any bid or further bid from such bidder.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the Local Authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000 and a minimum commission of R200.

(e) The property shall be sold subject to any valid existing tenancy (if any).

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by dwelling under brick and asbestos consisting of lounge, two bedrooms, bathroom and kitchen.

Dated at Port Shepstone on this 25th day of September 1996.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/NP040/01NP01540.)

Case No. 3047/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between NBS BANK LIMITED (Reg No. 87/01384/06), Execution Creditor, and
MDUDUZI EDWARD KHUMALO, Execution Debtor**

In pursuance of a judgment in the Court for the Magistrate of Verulam, and reissued writ of execution dated December 1995, the property listed hereunder will be sold in execution on 15 November 1996 at 10:00, at the Magistrate's Court, Groom Street-entrance, Room 7d, Verulam, to the highest bidder:

Ownership, Unit A41, in the Township of Kwa Mashu-A, in the District of Ntuzuma, in extent two hundred and forty (240) square metres. *Postal address:* Unit A41, Kwa Mashu-A Township, 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/dining-room, kitchen, two bedrooms, bathroom, w.c., fence and steps. Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of Inanda, Area 1. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown on this 9th day of October 1996.

King & Associates, Attorneys for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nem/02/N012/273.)

Case No. 3772/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and AUBREY MALUSI SIBUSISO DZANIBE N.O.
(Executor of the estate late THEMBA ALEX DZANIBE), Defendant**

In pursuance of a judgment of the above Honourable Court dated 17 July 1996, a sale in execution will be held on Friday, 8 November 1996 at 12:00, at the South Gate, next to the flagpoles at the Umlazi Magistrate's Court, Umlazi, when the following property will be sold by the Sheriff of the Supreme Court for Umlazi, to the highest bidder:

Ownership, Unit 288, as shown on general plan B.A.12/1967, situated in the Township of Umlazi-Unit 14, County of Durban, in extent of 369 square metres, with the postal and street address of Unit R288, Umlazi.

Improvements: The following information is furnished but nothing is guaranteed in this regard: The property consists of a brick under asbestos roof dwelling comprising of two bedrooms, bathroom, kitchen and dining-room.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court for the Umlazi District, Room 4, Block C, V1030, Kwastambu, Umlazi, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban on this 3rd day of October 1996.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N535.2829/96.)

Case No. 1221/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and KRISHNEN KAVITHEN GOVENDER, First Defendant, and VELOSHINI GOVENDER, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at Room 29, Second Floor, Stafmayer House, Beach Grove, Durban, at 10:00, on Thursday, 14 November 1996:

Lot 981, Coedmore (Extension 1), situated in the Yellowwood Park Health Committee Area, Administrative District of Natal, in extent 1 380 (one thousand three hundred and eighty) square metres, held under Deed of Transfer T23495/94. *Physical address:* 11 Penguin Walk, Yellowwood Park, Natal. *Zoning:* Special Residential.

The property consists of the following:

House: cement under tile roof. Garage attached to main house. *Main house:* Three bedrooms, toilet (tiled floor), bathroom (bath, basin, shower), lounge (tiled), kitchen with fitted cupboards and tiled floor. Servants' quarters—attached to Garage/house—room with toilet. There is also a swimming-pool. The property is fully fenced with concrete and wire. Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St. George's Street, Durban, Natal.

Dated at Durban on this 7th day of October 1996.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J.A. Allan/S.8205/mvr/sa.)

Case No. 4132/96

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 DAVID GEORGE PARKIN, 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 Room 29, Second Floor, Stafmayer House, Beach Grove, Durban, on Thursday, 14 November 1996 at 10:00:

Description: Section 160 as shown and more fully described on Sectional Plan SS283/1993 in the scheme known as Nedbank Circle, in respect of the land and building or buildings situated at Durban and in the Local Authority Area of Durban, of which the floor area according to the said sectional plan is 41 (forty one) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST11679/9S; and an exclusive use area described as Parking Bay P117 (Parking Bay), measuring 13 (thirteen) square metres being as such part of the common property compromising the land and the scheme known as Nedbank Circle in respect of the land and building or buildings situated at Durban, and in the Local Authority Area of Durban, as shown and more fully described on Sectional Plan SS283/1993, held under Notarial Deed of Cession SK2125/93.

Physical address: 2306 Seaboard, Point Road, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: A bachelor flat comprising room, kitchen, bathroom/toilet and a parking bay. 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 transfers 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, 21 Stafmayer House, Beach Grove, Durban, Natal.

Dated at Durban this 7th day of October 1996.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.10103/mvr/sa.)

Case No. 33947/96

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

In the matter between TRANSNET LIMITED, trading as TRANSNET HOUSING, Execution Creditor, and VUYOKAZI MATSILIZA, Execution Debtor

In pursuance of a judgment of the Magistrate's Court, Durban, dated 31 July 1996, and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of Magistrate's Court, Durban Central, on 14 November 1996 at 10:00, in Room 29, Second Floor, 21 Stafmayer House, 24 Beach Grove, Durban, without reserve:

Property Description: Section 76 as shown and more fully described on Sectional Plan SS52/1979, in the scheme known as Wynwood in respect of the land and building or buildings situated at Durban, Local Authority of Durban of which the floor area, according to the said sectional plan, is 57 (fifty seven) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST95 07131, subject to the conditions therein contained.

Physical address: 153 Wynwood, 68 St Andrews Street, Durban.

Zoning: Special Residential.

Improvements (but nothing is guaranteed): Flat, concrete slab roof, brick and plaster walls, single under cover garage, swiss parquet floors, bedroom carpeted with built-in cupboards, tiled toilet, bathroom, lounge, balcony, large aluminium windows, kitchen with built-in cupboards, stove and fridge fitted.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Magistrate's Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff Durban Central, within fourteen (14) days after the date of the sale.

3. Payment of Value-Added Tax which may be applicable in terms of Act 89 of 1991 shall be borne by the purchaser.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the Bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.

6. The Sheriff will have the right to stay or cancel the sale in execution should the Judgment Creditor or its representative fail to attend the sale in execution.

7. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 8th day of October 1996.

Woodhead Bigby & Irving, Execution Creditor's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. AVL/avw/09T1411A6.)

Case No. 4792/96

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
RAMRAJ SHRIRAM, First Defendant, and AANSURIAH SHRIRAM, Second Defendant**

1. The following property shall be sold by the Sheriff for the Supreme Court, Durban South, on 21 November 1996 at 10:00, in Room 29, Second Floor, Stafmayer House, 24 Beach Grove, Durban, to the highest bidder without reserve:

Lot 1369, Isipingo Extension 7, situated in the Borough of Isipingo and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 931 square metres held under Deed of Transfer T22509/87 and having street address at 24 Palm Road, Isipingo Hills, Isipingo, Durban, KwaZulu-Natal.

2. *Improvements and zoning* (which are not warranted to be correct):

2.1 The property is zoned Special Residential 1;

2.2 the following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots).

2.2.1 A single-storey dwelling plastered brick under tile comprising lounge, kitchen, four bedrooms, bathroom with w.c.;

2.2.2 carport.

3. *Terms:*

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist;

3.2 the successful bidder is required to pay the deposit of 10% (ten per cent) of the price, plus the Sheriff's charges [being 5% (five per cent) on the first R30 000 of the price and 3% (three per cent) on the balance, with a maximum of R7 000] (plus VAT payable thereon) in cash or by bank or bank-guaranteed cheque on conclusion of the sale;

3.3 the full conditions of sale may be inspected at the office of the Sheriff, Durban South, 101 Lejaton, 40 St Georges Street, Durban and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 27th day of September 1996.

J. M. Loch, for John Koch & Company, Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.2111/D11.)

Case No. 907/96

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
ZIZILE PATIENCE MSHENGU, Defendant**

In pursuance of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following property belonging to the Defendant, will be sold in execution on 8 November 1996 at 10:00, at the steps of the Magistrate's Court, Murchison Street, Newcastle, KwaZulu-Natal to the highest bidder:

Property description: Lot 4177, Newcastle Extension 22, situated in the Newcastle Transitional Local Council, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 248 (one thousand two hundred and forty-eight) square metres, held under Deed of Transfer T20403/95.

Postal address: 92 Impala Road, Newcastle.

Improvements: The property has been improved by the construction of a dwelling comprising entrance hall, lounge, dining-room, study, kitchen, four bedrooms, laundry and bathroom/toilet. Outbuildings comprise a garage, servant's quarter, toilet and storeroom.

Nothing is guaranteed in respect of the above.

The full conditions of sale may be inspected at the office of the Sheriff, Second Floor, Volkskas Building, Voortrekker Street, Newcastle, and at the offices of Bronkensha, Meyer & Havemann, 81 Chapel Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 4th day of October 1996.

Brokensha, Meyer & Havemann, Plaintiff's Attorneys, 81 Chapel Street, Pietermaritzburg, 3201; P.O. Box 51, Pietermaritzburg, 3200. [Tel. (0331) 45-3322.] (Ref. LRM/GM/G.1.)

Case No. 4456/96

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
MAKHOTHE WINNET ZUMA, First Defendant, and NTOMBEKAYA TEMPERANCE ZUMA, 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 Room 29, Second Floor, Stafmayer House, Beach Grove, Durban, on Thursday, 14 November 1996 at 10:00:

Description: Lot 1776, Kingsburgh Extension 7, situated in the Borough of Kingsburgh and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 929 (nine hundred and twenty-nine) square metres, held under Deed of Transfer T5596/95.

Physical address: 38 Mopani Road, Doonheights, Kingsburgh, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising of entrance hall, lounge, kitchen, three bedrooms, bathroom/toilet. The outbuildings comprise a toilet and a carport.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 1st day of October 1996.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.10103/mvr/sa.)

Case No. 4301/95

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 INBANATHAN
MUNSAMY PILLAY, 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 Room 29, Second Floor, Stafmayer House, Beach Grove, Durban, on Thursday, 14 November 1996 at 10:00:

Description: Lot 2487, Isipingo (Extension 19), situated in the Borough of Isipingo and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent eight hundred and thirty six (836) square metres, held under Deed of Transfer T99/87.

Physical address: 16 Bonita Avenue, Isipingo Beach, Natal.

Zoning: Special Residential.

The property consists of the following: Double storey dwelling comprises of entrance hall, lounge, dining-room, family room, study room, kitchen, five bedrooms (with built-in-cupboards), pub, cement driveway and a balcony.

The outbuildings comprise of 1 sauna and two garages.

Nothing in this regard is guaranteed:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 2nd day of October 1996.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.10103/mvr/sa.)

Case No. 939/96

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LTD, Plaintiff, and GILLIAN BUNTING, First Defendant, and GARTH EDWARD MEYNELL BUNTING, Second Defendant

1. The following property shall be sold by the Sheriff for the Supreme Court, Pinetown, on 15 November 1996 at 10:00, at the front entrance to the Magistrate's Court, Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder without reserve.

A unit consisting of section 2 as shown and more fully described on Sectional Plan SS223/1984 in the scheme known as Jupiter Mews in respect of the land and building or buildings situated at Westville, Borough of Westville of which the floor area, according to the Sectional Plan is 172 (one hundred and seventy two) square metres in extent; and an undivided share in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Sectional Title 223/1984 (2) (unit), being a duplex and having physical address at 2 Jupiter Mews, 30B Jupiter Street, Westville, KwaZulu-Natal.

2. *Improvements and zoning* (which are not warranted to be correct):

2.1 the land on which the said building/s are erected is zoned special residential;

2.2 The following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots):

2.2.1 The property comprises a double storey residential duplex plastered brick under tile roof comprising lounge, dining-room, kitchen, three bedrooms, bathroom comprising shower/w.c., further bathroom with w.c. and verandah;

2.2.2 detached outbuilding comprising a garage. There is also a communal swimming-pool and entertainment area.

3. *Terms:*

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist;

3.2 the successful bidder is required to pay the deposit of 10% (ten per cent) of the price, plus the Sheriff's charges (being 5% on the first R30 000 of the price and 3% on the balance, with a maximum of R7 000) (plus VAT payable thereon) in cash or by bank or bank-guaranteed cheque on conclusion of the sale;

3.3 the full conditions of sale may be inspected at the office of the Sheriff, 2 Samkit Centre, 62 Caversham Road, Pinetown, and at the offices of the Plaintiff's attorneys, given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 16th day of September 1996.

John Koch & Company, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (JMK/CDW/F.1895/D11.)

Case No. 490/94

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

In the matter between THE STANDARD BANK OF SA LTD, Plaintiff, and ENOCH DOCTOR GASA, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, subject to reserve, to the highest bidder on 12 November at 09:00, at the Magistrate's Court, Mtunzini.

1. (a) *Deeds office description:* Ownership Unit A1, situated in the Township of Vulindlela, District Ongoye, in extent 1 259 (one thousand two hundred and fifty-nine) square metres.

1. (b) *Property description* (not warranted to be correct): Single storey brick under tiled roof dwelling comprising of lounge, dining-room, study, four bedrooms, kitchen, laundry, two bathrooms/toilets and two garages. The property is fully electrified and on main sewerage. The property is zoned Residential.

2. The conditions of sale may be inspected at the Sheriff's Office, 8 Hulley Road, Mtunzini.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. Mr De Ridder/aeh/147/94-05/S002/221.)

Case No. 339/92

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

**In the matter between KWAZULU FINANCE AND INVESTMENT CORP. LTD, Plaintiff, and
TERESSA THANDEKILE KHUMALO, Defendant**

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 13 November 1996 at 10:00, at 70 Main Street, Eshowe.

1. (a) *Deeds office description*: Ownership Unit A614, situated in the Township of Gezinsila, District of Inkanyezi, in extent 386 (three hundred and eighty-six) square metres.

1. (b) *Property description* (not warranted to be correct): Single storey brick under asbestos roof dwelling comprising of three bedrooms, lounge, kitchen and bathroom. The property is fully electrified and on main sewerage. The property is zoned Residential.

2. The conditions of sale may be inspected at the Sheriff's Office, 70 Main Street, Eshowe.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. Mr De Ridder/aeh/902/92-05/K233/902.)

Case No. 910/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
DAVID RAMSAY FORBES, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the above-named Defendant, will be sold in execution on 15 November 1996 at 10:00, by the Sheriff of the Supreme Court at 12 Campbell Road, Howick, KwaZulu-Natal, to the highest bidder, without reserve:

Sub. 9 of Lot 645, Howick, Administrative District of Natal, in extent 5 135 (five thousand one hundred and thirty-five) square metres held under Certificate of Consolidated Title T19965/1976.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 16 Dalton Road, Howick, KwaZulu-Natal.

2. The property has been improved by the construction thereon of a four bedroomed dwelling with entrance hall, lounge, dining-room, family room, study, kitchen, laundry, bathroom, two bathrooms with toilet, two separate toilets, two showers, bar, scullery, four garages, servants' room, toilet, store-room, bedroomed cottage, lounge, kitchen, shower and toilet.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Smythe & Company, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu-Natal, during normal office hours.

Dated at Pietermaritzburg on this 7th day of October 1996.

Austen Smith, Smythe & Company, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/N2/S0261/B5.)

Case No. 3230/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
PAUL ANDREW DUDAS, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the above-named Defendant, will be sold in execution on 14 November 1996 at 11:00, by the Sheriff of the Supreme Court, Front Steps of Magistrate's Office, Empangeni, to the highest bidder, without reserve:

Sub. 6923, Richards Bay Extension 18, situated in the Borough of Richards Bay, Administrative District of Natal, in extent 1 000 (one thousand) square metres held under Deed of Transfer T7449/94.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 43 Loodvislyn, Richards Bay, KwaZulu-Natal.

2. The property has been improved by the construction thereon of a three-bedroomed dwelling with entrance hall, lounge, dining-room, family room, kitchen, two bathrooms/toilets, toilet, shower, bar, two garages and servant's toilet.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Smythe & Company, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, KwaZulu-Natal, during normal office hours.

Dated at Pietermaritzburg this 7th day of October 1996.

Austen Smith Incorporated with Smythe & Company, Plaintiff's Attorney, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/N2/S0328/B5.)

Case No. 2253/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
GEORGE WILFORD, First Defendant, and MARGERY JOAN WILFORD, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the above-named Defendants, will be sold in execution on 14 November 1996 at 10:00, by the Sheriff of the Supreme Court, in front of the Magistrate's Court, Mooi River, KwaZulu-Natal, to the highest bidder, without reserve:

Sub. 40 of 10 of the farm Spring Vale 2170, situated in the Borough of Mooi River, Administrative District of Natal, in extent 4 607 (four thousand six hundred and seven) square metres held under Deed of Transfer T10519/94.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at the farm Springvale, Rosetta, KwaZulu-Natal.
2. The property has been improved by the construction thereon of a three-bedroomed dwelling with entrance hall, lounge, kitchen, bathroom/toilet, bathroom/shower/toilet and dressing-room.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Smythe & Company, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, KwaZulu-Natal, during normal office hours.

Dated at Pietermaritzburg this 1st day of October 1996.

Austen Smith, Smythe & Company, Plaintiff's Attorney, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/N2/S0391/B6.)

Case No. 18476/96

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and COLIN KEITH DE VRIES, First Defendant, and
URSULA DAWN DE VRIES, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 19 September 1996, the following immovable property will be sold in execution on 29 November 1996 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, to the highest bidder:

Sub. 318 of 293 of Lot 1531, Pietermaritzburg, situated in the Pietermaritzburg/Mzunduzi Transitional Local Council Area, Administrative District of Natal, in extent 1 694 square metres, held under Deed of Transfer T5175/96.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 14 Kelly Place, Montrose, Pietermaritzburg, KwaZulu-Natal, and the property consists of land improved by: Entrance hall, lounge, dining-room, study, four bedrooms, kitchen, two bathrooms/toilet/shower, separate w.c., scullery, double garage, utility room, outside w.c. and shower.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, KwaZulu-Natal, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this the 9th day of October 1996.

Lynn & Berrange Attorneys, Suite 1, Protea House, 187 Berg Street, Pietermaritzburg. (Ref. P. Berrangé/Ig.)

Case No. 4284/93

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

In the matter between DEVELOPMENT & SERVICES BOARD, Plaintiff, and Mr LALLBAHADUR, Defendant

In pursuance of a judgment granted on 30 November 1994 in the Court of the Magistrate, Chatsworth and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 26 November 1996 at 10:00, in front of the Magistrate's Court, 1 Justice Street, Chatsworth, Natal.

Description: Lot 904, Shallcross, situated in the Shallcross Development Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent three hundred and eighty-three (383) square metres which is held under Deed of Transfer T13242/87 and is registered in the name of the Defendant. *Street address:* 6 Appalachian Street, Shallcross.

Improvements: Brick under tile roof dwelling comprising of three bedrooms, lounge, toilet and bathroom. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots): *Town-planning zoning:* Special Residential. *Special privileges:* Nil. Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission 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 fourteen (14) days after the sale. The guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the plaintiff at the time of the sale on the amount of the Plaintiff's claim from the date of the sale [and in the event of there being any other preferent creditors (bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

3. The sale shall be subject to confirmation of the existing bondholders.

4. The transfer of the property shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including transfer duty, arrear and current rates, sewerage connection fees (if any), taxes, value-added tax, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, 12 Oak Avenue, Kharwastan, Chatsworth, and at the offices of Beharie and Company, 275 Pelican Drive, Bayview, Chatsworth, 4092.

Dated at Chatsworth on this 30th day of August 1996.

Beharie and Company, 275 Pelican Drive, Bayview, Chatsworth, 4092. (Ref. Mr Beharie/vv23/pp.)

Case No. 42405/96

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

In the matter between TRANSNET LIMITED, trading as TRANSNET HOUSING, Execution creditor, and NICHOLAS JONATHAN HARTSHORNE, Execution Debtor

In pursuance of a judgment of the Magistrate's Court Durban, dated 14 August 1996 and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of Magistrate's Court, Durban Central, on 14 November 1996 at 10:00, in Room 29, Second Floor, 21 Stafmeyer House, 24 Beach Grove, Durban, without reserve.

Property description: Section 39, as shown and more fully described on Sectional Plan SS179/91, in the scheme known as Rydal Mount in respect of the land and building or buildings situated at Durban, City of Durban, of which the floor area, according to the said sectional plan, is 36 (thirty 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 held under Deed of Transfer Number ST13986/95, subject to the conditions therein contained: *Physical address:* 410 Rydal Mount, 130 Gillespie Street, Durban. *Zoning:* Special Residential.

Improvements (but nothing is guaranteed): Flat, decked roof, brick with plaster and paint, no garage, wooden floors, bedroom, bathroom with toilet, lounge in dining-room and kitchen.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Durban Central, within fourteen (14) days after the date of the sale.

3. Payment of value-added tax which may be applicable in terms of Act 89 of 1991, shall be borne by the purchaser.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholders (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.

6. The Sheriff will have the right to stay or cancel the sale in execution should the Judgment Creditor or its representative fail to attend the sale in execution.

7. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, 21 Stafmeyer House, Beach Grove, Durban.

Dated at Durban this 8th day of October 1996.

Woodhead Bigby & Irving, Execution Creditor's Attorneys, 650 Mansion House, 12 Field Street, Durban.
(Ref. AVL/avw/09T1427A6.)

Case No. 33947/96

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

In the matter between TRANSNET LIMITED, trading as TRANSNET HOUSING, Execution Creditor, and VUYOKAZI MATSILIZA, Execution Debtor

In pursuance of a judgment of the Magistrate's Court, Durban, dated 31 July 1996 and a warrant of execution issued there-after the immovable property which is described hereunder will be sold in execution, by the Sheriff of Magistrate's Court, Durban Central, on 14 November 1996 at 10:00, in Room 29, Second Floor, 21 Stafmayer House, 24 Beach Grove, Durban, without reserve:

Property description: Section 76 as shown and more fully described on Sectional Plan SS52/1979, in the scheme known as Wynwood, in respect of the land and building or buildings situated at Durban, Local Authority of Durban, of which the floor area, according to the said sectional plan is 57 (fifty seven) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer ST 95 07131, subject to the conditions therein contained.

Physical address: 153 Wynwood, 68 St Andrews Street, Durban.

Zoning: Special Residential.

Improvements (but nothing is guaranteed): Flat, concrete slab roof, brick and plaster walls, single under cover garage, swiss parquet floors, bedroom carpeted with built-in cupboards, tiled toilet, bathroom, lounge, balcony, large aluminium windows, kitchen with built-in cupboards, stove and fridge-fitted.

1. The sale shall be subject to the terms and conditions of the Magistrates' Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Durban Central, within fourteen (14) days after the date of the sale.
3. Payment of Value-Added Tax which may be applicable in terms of Act No. 89 of 1991 shall be borne by the purchaser.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the Bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer will be effected by the attorneys for the Execution Creditor and the Purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.
6. The Sheriff will have the right to stay or cancel the sale in execution should the Judgment Creditor or its representative fail to attend the sale in execution.
7. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 8th day of October 1996.

Woodhead Bigby & Irving, Execution Creditor's Attorneys, 650 Mansion House, 12 Field Street, Durban.
(Ref. AVL/avw/09T1411A6.)

Case No. 330/1996

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

In the matter between ABSA BANK LIMITED, Plaintiff, and ALBERTUS MYBURGH, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division), on Thursday, 29 February 1996, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Empangeni in front of the Magistrate's Court, Union Street, Empangeni, KwaZulu-Natal on Tuesday, 12 November 1996 at 11:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in possession of the Sheriff and may be inspected at his office at Old Sugar Mill Way, Empangeni, KwaZulu-Natal, namely:

Lot 531, Richards Bay (Extension 5), situated in the Borough of Richards Bay, Administrative District of Natal, in extent one thousand seven hundred and fifty (1 750) square metres, which property is physically situated at 48 Marlynhoek, Meerensee, Richards Bay, KwaZulu-Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T30765/88.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a dwelling house, brick under tile, consisting of an entrance porch, entrance hall, lounge, dining-room, family room, sewing-room, kitchen, three bedrooms, bathroom, toilet, bathroom, shower and a separate toilet. There is an outbuilding consisting of two garages, servant's room, bathroom toilet, laundry and two store-rooms.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms:

The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18,25 per cent per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this the 10th day of October 1996.

E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case No. 2103/95

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 SHUMNUGAM MANICKUM NAICKER, First Defendant, and VASAGIE NAICKER, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at Room 7D, Groom Street, Verulam, on Friday, 8 November 1996 at 10:00:

Description: Lot 125, Longcroft, situated in the City of Durban, Administrative District of Natal, in extent 655 (six hundred and fifty-five) square metres, held under Deed of Transfer T13295/1984.

Physical addresses: 56 Herrencroft Drive, Longcroft, Phoenix, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey brick under tile dwelling consisting of entrance hall, lounge, kitchen, three bedrooms, bathroom and toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys, within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 7th day of October 1996.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001.
(Ref. J. C. Jones/cn/naicker.sm.)

Case No. 1551/95

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
BABHEKILE DOMIANA NGCAMU, First Defendant, and THEMBA MOSES NGCAMU, 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 Main South Entrance, Magistrate's Court, Umlazi, near the National Flag Post, on Friday, 8 November 1996 at 12:00:

Description: Site Y106, situated in the Township of Umlazi, in the District of Umlazi, in extent 200 (two hundred) square metres and held under Certificate of Right of Leasehold G002532/93.

Physical address: Unit 1030, Unit BB 1030, in the Township of Umlazi, Natal.

Zoning: Special Residential.

The property consists of the following: Brick under tile dwelling consisting of lounge, kitchen, two bedrooms, bathroom and shower.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys, within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Umlazi.

Dated at Durban this 7th day of October 1996.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001.
(Ref. J. C. Jones/cn/ngcamu.)

Case No. 3934/96

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
BONGANI CASPER NDLOVU, 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 in Room 29, Second Floor, 21 Stafmayer House, 24 Beach Grove, Durban, on Thursday, 7 November 1996 at 10:00:

Description:

1. Section 12, as shown and more fully described on Sectional Plan SS37/87 in the scheme known as Falaise, in respect of the land and building or buildings situated at Durban, in the Local Authority Area of Durban, of which section the floor area, according to the said sectional plan is 84 (eighty-four) square metres in extent; and

2. An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Sectional Deed of Transfer ST5964/94.

Physical addresses: 32 Falaise, 21-23 Prince Street, South Beach, Durban.

Zoning: Special Residential.

The property consists of the following: Entrance hall, lounge, two bedrooms, kitchen, shower and toilet.
Outbuildings: Carport.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
 2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys, within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
 3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
 4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban Central, 21 Staffmayer House, Beach Grove, Durban.
- Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001.
(Ref. J. C. Jones/cn/ndlovu.)

Case No. 1242/96

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 SEAN BAZIL OSBORNE, First Defendant, and AMANDA MURTLE OSBORNE, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 8 November 1996 at 10:00:

Description: Lot 5532, Pinetown (Extension 58) situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal in extent 915 (nine hundred and fifteen) square metres and held under Deed of Transfer T13000/91. *Physical address:* 35 James Herbert Road, Caversham Glen, Pinetown. *Zoning:* Special Residential.

The property consists of the following: Single storey brick under tile dwelling consisting of entrance, lounge, kitchen, three bedrooms, bathroom and toilet. *Outbuildings:* Garage. Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 3rd day of October 1996.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001.
(Ref. Mr J. C. Jones/cn/osborne.)

Case No. 22323/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and ROY KANHAI, First Defendant, and ASHIKA RAMDHIN KANHAI, Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 25 September 1996, the following immovable property will be sold in execution on 29 November 1996 at 11:00, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, to the highest bidder:

Sub. 7 (of 3) of Lot 24, Raisethorpe, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 611 square metres, held under Deed of Transfer T8519/79.

The following information is furnished regarding the property, but is not guaranteed. The property is physically situated at 34 Baijoo Road, Raisethorpe, Pietermaritzburg, KwaZulu-Natal, and the property consists of land improved by entrance hall, lounge, dining-room, four bedrooms, kitchen, bath and w.c., bath, w.c., shower, separate w.c., scullery, prayer room, two garages, outside bath and w.c., paving and walls, servants' quarters and w.c.

Material conditions of sale:

The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, KwaZulu-Natal, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 9th day of October 1996.

Lynn & Berrangé Attorneys, Suite 1, Protea House, 187 Berg Street, Pietermaritzburg. (Ref. P. Berrangé/lg.)

Case No. 724/96

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

**In the matter between ABSA BANK LIMITED (No. 86/04794/06), Execution Creditor, and
Miss HEILLIE MARIA RAUTMANN, Execution Debtor**

In pursuance of judgment granted on 24 April 1996, in the Pinetown Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 15 November 1996 at 10:00, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain immovable section title unit being:

(a) Section 26, as shown and more fully described on Sectional Plan SS307/84, in the scheme known as Pomona Court in respect of the land and building or buildings situated at Pinetown of which the floor area, according to the said sectional plan, is 68 (sixty-eight) square metres;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan. *Postal address:* 26 Pomona Court, Crompton Street, Pinetown.

Improvements: Brick under tile dwelling consisting of lounge, dining-room, kitchen, bedroom, bathroom/toilet, enclosed balcony and open parking bay. *Town-planning:* Zoning: Residential. Special privileges: Nil. Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 22 Chancery Lane, Pinetown or at our offices.

Dated at Durban on this 19th day of September 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/503/A0034/Mrs McDonnell.)

Case No. 2606/96

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
Miss ARTI LATA RAMGOBIN, Defendant**

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 21 June 1996 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban Central, in Room 29, Second Floor, Stafmeyer House, 24 Beach Grove, Durban, on Thursday, 14 November 1996 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 21 Stafmeyer House, Beach Grove, Durban, namely:

(a) Section 133, as shown and more fully described on Sectional Plan SS193/92, in the scheme known as Davenport Square, in respect of the land and building or buildings situated at Durban, of which the floor area, according to the said sectional plan, is 65 (sixty-five) square metres;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan;

which property is physically situated at 412 Davenport Square, Davenport Road, Glenwood, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST15462/95.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a sectional title unit consisting of lounge, kitchen, bedroom, bathroom/toilet and balcony.

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 18,25% (eighteen 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.

(d) The full conditions may be inspected at the offices of the Sheriff of the Supreme Court, 21 Stafmeyer House, Beach Grove, Durban.

Dated at Durban on this the 2nd day of October 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/837/A0034/Mrs McDonnell.)

Case No. 3770/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SITHUTHUKILE PRIMROSE MASHABANE, Defendant

In pursuance of a judgment granted in the Supreme Court, the property listed hereunder will be sold in execution on 8 November 1996 at 10:00, at Room 7D, Magistrate's Court, Verulam, Groom Street, Verulam:

Description of property: Ownership Unit A1857, situated in the Township of Inanda, District of Inanda, in extent 381 m² (three hundred and eighty-one square meters), represented and described on General Plan 262/81.

Postal address: Unit A1857, Inanda, Newtown.

Improvements: Brick under tile dwelling with water and lights consisting of three bedrooms, lounge, kitchen, dining-room, two toilets and bathroom.

Zoning: Residential area.

Nothing in the above is guaranteed.

The full conditions of sale may be inspected at the offices of the Sheriff, Supreme Court, Inanda Area 1, 2 Mountview Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 7th day of October 1996.

A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, Bay Passage Entrance, 343 Smith Street. (Ref. Mr Archary/M35.)

Case No. 2876/96

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 SIBONGISENI ALPHEUS MZIMELA, Defendant**

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 8 July 1996 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 Magistrate's Court, Room 7D, Groom Street, Verulam, on Friday, 15 November 1996 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, namely:

Lot 26, Quarry Heights, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 709 (seven hundred and nine) square metres, which property is physically situated at 34 Granite Grove, Quarry Heights, Avoca Hills, 4051, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T12649/95.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of block under tile dwelling consisting of lounge, kitchen, three bedrooms and two bathrooms/toilets.

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 18,25% (eighteen 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.

(d) The full conditions may be inspected at the offices of the Sheriff of the Supreme Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban on this the 2nd day of October 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/A0034/856/Mrs Chetty.)

Case No. 4638/96

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 CHARLES MICHAEL CHRISTOPHER JACKSON, First Defendant, and Mrs AMANDA JACKSON, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 21 August 1996, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Durban South in Room 29, Second Floor, Stafmeyer House, Beach Grove, Durban, on Thursday, 14 November 1996 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff, and may be inspected at his office at 101 Lejaton, 40 St Georges Street, Durban, namely:

Sub. 2317, of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, measuring 838 (eight hundred and thirty-eight) square metres, which property is physically situated at 21 Coulter Place, Montclair, Durban, 4011, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T19720/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, dining-room, study, kitchen, three bedrooms, scullery, bath/toilet, toilet/shower, two garages, two rooms, two toilets/showers and carport.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the 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 20,25% (twenty 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.

(d) The full conditions may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St Georges Street, Durban.

Dated at Durban this 3rd day of October 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/A0034/966/Mrs Chetty.)

Case No. 7117/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

**In the matter between ABSA BANK LTD, trading as VOLKSKAS BANK, Plaintiff, and
PETER FREDERICK JACKSON, Plaintiff**

In terms of a judgment of the above Honourable Court dated 24 November 1995, a sale in execution will be held on 14 November 1996 at 10:00, at Room 29, Second Floor, 21 Stafmeyer House, 24 Beach Grove, Durban, to the highest bidder without reserve:

Lot 40 of 91A, Block C, of the Townlands of Durban 1737, situated in the City of Durban, Administrative District of Natal, in extent 688 square metres, held under Deed of Transfer T6581/88.

Physical address: 243 Brand Road, Glenwood, Durban.

The following information is furnished but not guaranteed: Brick under tile dwelling, consisting of three bedrooms, lounge, dining-room, kitchen, bathroom, en suite toilet, carpeted floors, ducted aircon throughout house, separate servants' quarters, separate double door garage and wall right round yard. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Supreme Court at Durban.

Dated at Durban this 9th day of September 1996.

D. H. Botha, for Strauss Daly Inc. Attorneys, First Floor, 21 Aliwal Street, Durban. (Ref. Mrs Van Huysteen/A0040/348/mb.)

Case No. 10650/96

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

In the matter between NBS BANK LIMITED, Judgment Creditor, and MORGANAGIE GOVENDER, Judgment Debtor

In pursuance of a judgment granted by the above Honourable Court, dated 20 May 1996, the following immovable property will be sold in execution on 8 November 1996 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Lot 59, Panorama Gardens, situated in the City of Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent one thousand four hundred and fifteen (1 415) square metres.

The following information is furnished regarding the property but is not guaranteed: Lounge, study, kitchen, two bedrooms, bathroom, w.c., entrance porch and tiled roof.

The property is situated at 3 Peaberry Road, Panorama Gardens, Pietermaritzburg, 3201.

Material conditions of sale: The purchaser shall pay (10%) ten per cent of the purchase price in cash at the time of the sale and the balance shall be paid and secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff within fourteen (14) days of the date of sale. The full conditions of the sale can be inspected at the offices of the Sheriff, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 2nd day of October 1996.

M. E. Cajee, for Cajee & Associates, Judgment Creditor's Attorneys, 360 Loop Street, Pietermaritzburg. (Ref. Mr Hiralal/Pearl.)

Case No. 20804/96

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

In the matter between NBS BANK LIMITED, Judgment Creditor, and RAMESH SINANIN, Judgment Debtor

In pursuance of a judgment granted by the above Honourable Court dated 5 September 1996 the following immovable property will be sold in execution on 8 November 1996 at 11:00 at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Subdivision 3 of Lot 1410, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent six hundred and sixty-nine (669) square metres.

The following information is furnished regarding the property but is not guaranteed: Lounge, dining-room, study, kitchen, three bedrooms, three bathrooms, three showers, four w.c.'s, three garages, store and play room. The property is situated at 101 Veerappa Road, Northdale, Pietermaritzburg, 3201.

Material conditions of sale: The purchaser shall pay (10%) ten per cent of the purchase price in cash at the time of the sale and the balance shall be paid and secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within fourteen (14) days of the date of sale. The full conditions of the sale can be inspected at the offices of the Sheriff, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 2nd day of October 1996.

M. E. Cajee, for Cajee & Associates, Judgment Creditor's Attorneys, 360 Loop Street, Pietermaritzburg. (Ref. Mr Hiralal/Pearl.)

Case No. 3362/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

**In the matter between PORT SHEPSTONE TRANSITIONAL LOCAL COUNCIL, Plaintiff, and
ARANDIS INVESTMENTS (PTY) LTD, Defendant**

In pursuance of a judgment in the Court of the Magistrate, Port Shepstone, and the warrant of execution issued pursuant thereto on 14 March 1996, the immovable property described as:

Lot 302, Port Shepstone, 11 Reynolds Street, Port Shepstone, situated in the Port Shepstone Transitional Local Council Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent one thousand and twelve (1 012) square metres;

will be sold in execution on Friday, 15 November 1996 at 10:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Barry, Botha & Breytenbach, the Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. The material terms and conditions of the sale are as follows:

1. (a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the Purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 (fourteen) days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission of the purchase price.

(e) The property shall be sold subject to any valid existing tenancy (if any).

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved and consists of double-storey dwelling under brick and slate roof consisting of: *Upstairs:* Seven offices, reception area, kitchen and two separate toilets. *Groundfloor:* Four offices, kitchen, boardroom, reception area and toilet.

Dated at Port Shepstone on this the 8th day of October 1996.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. [Ref. Mr Barry/TG/01BA04001 (B60).]

Case No. 1051/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between ABSA BANK LIMITED (No. 86/04794/06), Execution Creditor, and
Mr MAHOMED BASHEER SHEIK AHMED, Execution Debtor**

In pursuance of judgment granted on 8 March 1996, in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 15 November 1996 at 10:00, in Room 7D, Magistrate's Court Building, Groom Street Entrance, Verulam, to the highest bidder:

Description: A certain piece of land being Lot 681, Lenham, situated in the City of Durban, Administrative District of Natal, in extent 208 (two hundred and eight) square metres.

Postal address: 274 Lenham Drive, Phoenix.

Improvements: Block under tile dwelling consisting of living room, kitchen, three bedrooms, toilet and shower.

Town-planning: Zoning: Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, or at our offices.

Dated at Durban on this 7th day of October 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/762/A0034/Mrs McDonnel.)

Case No. 40193/96

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

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY, Judgment Creditor/Plaintiff, and CASSIM AHMED VAID, married out of community of property, Defendant

In pursuance of a judgment granted on 27 August 1996, in the Magistrate's Court for the District of Durban held at Durban the property listed hereunder will be sold in execution on Tuesday, 12 November 1996 at 14:00, on the front steps of the Magistrate's Court, Somsteu Road, Durban.

Description: Sub 733 of the farm Sydenham 14101, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 575 square metres.

Postal address: 14 McGregor Road, Asherville, Durban.

Improvements: Brick under tile house comprising of downstairs (basement), bedroom (ensuite) (toilet/shower cubicle-wash basin) fully tiled, floor carpeted with built in cupboards, bedroom with carpeted with built in cupboards, extended bed room, floors partly tiled, toilet and bathroom with tub/wash basin, fully tiled, study room, floor tiled, entrance hall, fully tiled, stairs tiled. *Upstairs:* Open plan lounge/dining-room, floor tiled, open plan kitchen with units, wall/floor, TV room, floor tiled, toilet with wash basin, floor tiled, three bedrooms with cupboards, floors carpeted (two with ensuites) (shower cubicle, toilet, wash basin, fully tiled), small balcony in front. Back court yard and air conditioner in lounge/bedrooms.

The conditions of sale:

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

2. Vacant possession is not guaranteed.

3. Nothing in respect of the sale notice is guaranteed.

The full conditions of sale, which will be read immediately prior to the sale, may be inspected at Sheriff's Office, 15 Milne Street, Durban.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 4th day of October 1996.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban.

Case No. 58218/94

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

In the matter between NBS BANK LIMITED, Judgment Creditor/Plaintiff, and MANOGRAN PADAYACHEE, Judgment Debtor/Defendant

In pursuance of a judgment granted on 11 October 1994, in the Magistrate's Court for the District of Durban held at Durban, the property listed hereunder will be sold in execution on Tuesday, 12 November 1996 at 14:00, on the front steps of the Magistrate's Court, Somsteu Road, Durban.

Description: Sub 16 of Lot 17 Duiker Fontein, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 045 square metres.

Postal address: 42 Tyger Avenue, Greenwood Park, Durban.

Improvements: Dwelling consisting of brick under tile. *Upper level:* Geyser room, prayer room, balcony, room, lounge, kitchen, bathroom, toilet, wash basin, shower, two bedrooms, bathroom, double wash basin, toilet, shower and taps. *Lower level:* Three bedrooms, lounge, dining-room, kitchen, bathroom, toilet, wash basin, bathroom, double wash basin, toilet and verandha. *Outbuildings:* Two bedrooms, lounge, dining-room, kitchen, toilet, bathroom and wash basin.

The conditions of sale:

1. The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.
2. Vacant possession is not guaranteed.
3. Nothing in respect of the sale notice is guaranteed.

The full conditions of sale, which will be read immediately prior to the sale, may be inspected at Sheriff's Office, 15 Milne Street, Durban.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 8th day of October 1996.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban.

Case No. 6709/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, Plaintiff, and CHARLES WILLIAM NAUSCHULTZ, First Defendant, and SHARON MONA NAUSCHULTZ, Second Defendant

In pursuance of a judgment granted on 5 September 1996 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 12 November 1996 at 11:00, at the steps of the Magistrate's Court, Empangeni.

1. (a) *Deeds Office description:* Lot 7549 Richards Bay, Extension 22, situated in the Richards Bay Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent measuring 1 279 (one thousand two hundred and seventy-nine) square metres.

1. (b) *Street address:* 17 Geranium Place, Veldenvlei, Richards Bay.

1. (c) *Improvements* (not warranted to be correct): Not available.

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, Davidson Chambers, 12 Union Street, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 14th day of October 1996.

Bothas Incorporated, First Floor, Partridge Place, Richards Bay, c/o Bothas Incorporated, Game City, Empangeni. (Ref. Mr. Kloppers/dw/A0028004.)

Case No. 1188/96

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between POOBALAN NAIDOO, Plaintiff, and PRITHAM ADHAR LACHMAN, First Defendant, and MANUDEO RAMKOLOWAN, Second Defendant, and SHAKINTALAL ADHAR LACHMAN, Third Defendant, and CHIPMAN CC, Fourth 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 with reserve on Thursday, 14 November 1996 at 12:00, on the steps of the Supreme Court, Masonic Grove, Durban:

Description: Sub 4 (of 1) of Lot 4397, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 079 square metres and held by Deed of Transfer T7819/90.

Physical address: 5 Morewood Road, Clare Estate, Durban.

The property consists of the following:

Zoning: Special Residential.

Brick and tile house comprising of lounge (floor carpeted), dining-room (wooden floor), four bedrooms (wooden floor), kitchen (floor tiled), ironing room (laundry), bathroom with tub and washbasin (fully tiled), toilet (fully tiled), verandah and house fully burglar guarded.

Basement: Two rooms, kitchen and toilet/bath (together).

Outroom: Room, kitchen, attached lock up garage and two outside toilets (high pan and low pan).

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and 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, 15 Milne Street, Durban, 4000.

Dated at Durban on this 8th day of October 1996.

Attorneys Anand-Nepaul, Plaintiff's Attorneys, 75 Stamford Hill Road, Durban. (Tel. 309-4198/9.) (Fax. 309-3714.) (Ref. AB:T72:KG.) (DX. 185DBN.)

Case No. 20150/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and DENZIL SYLVESTER KING, First Defendant, and SORAYA KING, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 16 September 1996, the following property will be sold in execution on Friday, 29 November 1996 at 11:00, in the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, Natal, to the highest bidder:

Subdivision 615 (of 181) of the farm Bishopstowe 2587, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent four hundred and eighty-six (486) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 57 Arabian Road, Glenwood, Pietermaritzburg. This is a single detached dwelling comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms, scullery and two showers.

Important terms and conditions:

(a) The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within 14 days of the date of the sale.

(b) The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 9th day of October 1996.

Ganie & Company, Plaintiff's Attorney, 493 Longmarket Street, Pietermaritzburg. (Ref. Ms Y. Chetty:ML:N185.)

Case No. 1691/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and MANDLA WILFRED NTSHINGILA, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Friday, 5 July 1996 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Estcourt, on the steps of the Magistrate's Court, Albert Street, Estcourt, KwaZulu-Natal, on Monday, 11 November 1996 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at the Sheriff's Office at 142 Connor Street, Estcourt, KwaZulu-Natal, namely:

Ownership Unit 984, in the Township of Wembesi-A, in the District of Estcourt, held under Deed of Grant G6475/1986, which property is physically situated at House A984, Wembesi Township, Estcourt, KwaZulu-Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Grant G6475/1986.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a dwelling-house, block under asbestos, consisting of a living-room, two bedrooms and kitchen. There is an outbuilding consisting of a garage, toilet and shower.

Zoning: The property is zoned for Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

- (a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.
- (b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.
- (c) The balance of the purchase price together with interest at the rate of 19,25% (nineteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 11th day of October 1996.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case No. 2061/96

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and HOUSEN ALLIE MAHOMED MAHOMED, First Defendant,
and FATIMA AHMED MAHOMED, Second Defendant**

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Tuesday, 20 August 1996 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Estcourt, on the steps of the Magistrate's Court, Albert Street, Estcourt, KwaZulu-Natal, on Monday, 11 November 1996 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at the Sheriff's Office at 142 Connor Street, Estcourt, KwaZulu-Natal, namely:

Lot 950, Estcourt Extension 5, situated in the Borough of Estcourt, Administrative District of Natal, in extent one thousand three hundred and eighty-two (1 382) square metres, which property is physically situated at 17 Mimosa Crescent, Estcourt, KwaZulu-Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T18552/1973.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a dwelling-house, brick under iron, consisting of an entrance hall, lounge, dining-room, study, family room, three bedrooms, kitchen, shower and toilet, bathroom, shower and toilet, laundry and pantry. There is an outbuilding consisting of a single garage and a toilet.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

- (a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.
- (b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.
- (c) The balance of the purchase price together with interest at the rate of 20,25% (twenty comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 11th day of October 1996.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case No. 6396/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between ABSA BANK LIMITED, Plaintiff, and SUNIL DAWPERSAD DWENUNEN, Defendant

In pursuance of a judgment granted on 16 August 1996, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder on 15 November 1996 at 10:00, at the Magistrate's Court, Verulam, Groom Street entrance, Room 7D, Verulam:

Description: A certain piece of land being Lot 929, Rydalvale, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 321 square metres.

Address: 51 Princevale Road, Rydalvale, Phoenix, KwaZulu-Natal.

Improvements: A semi-detached block under asbestos dwelling consisting of three bedrooms, toilet and bathroom, lounge, kitchen, water and lights.

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, value-added tax, 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, Inanda Area 1 at 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 9th day of October 1996.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D. Gardyne/SB/GAL2796.)

Case No. 747/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DAVID DUMISANI NGCOBO, Defendant

In pursuance of a judgment granted on 26 August 1996, 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 12 November 1996 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit H3544, situated in the Township of Esikhawini, District of County of Zululand, measuring in extent 1 171 (one thousand one hundred and seventy-one) square metres.

1. (b) *Street address:* H3544, Esikhawini.

1. (c) *Improvements* (not warranted to be correct): A single storey brick under tile roof dwelling consisting of a lounge, dining-room, kitchen, three bedrooms and bathroom.

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 11th day of October 1996.

Schreiber Smith Attorneys, Yellowwood Lodge, Norman Tedder Lane, Empangeni, 3880. (Ref. Mr Rohrs/kr/09/N9115/96.)

Case No. 774/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SIPHO KENNETH MHLONGO, Defendant

In pursuance of a judgment granted on 26 August 1996, 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 12 November 1996 at 09:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit H2737, situated in the Township of Esikhawini, District of Ongoye, measuring in extent 338 (three hundred and thirty-eight) square metres.

1. (b) *Street address:* H2737, Esikhawini.

1. (c) *Improvements* (not warranted to be correct): A single storey dwelling consisting of a lounge, dining-room, kitchen, three bedrooms, and bathroom.

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 11th day of October 1996.

Schreiber Smith Attorneys, Yellowood Lodge, Norman Tedder Lane, Empangeni, 3880. (Ref. Mr Rohrs/kr/09/N9112/96.)

Case No. 485/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and M. R. BHEKIZENZO ANDERSON MZIMELA, Defendant

In pursuance of a judgment granted on 5 August 1996 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 12 November 1996 at 9:00, at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description*: Ownership Unit J2564, situated in the Township of eSikhawini, District of Ongoye, measuring in extent 338 (three hundred and thirty-eight) square metres.

1. (b) *Street address*: J2564, eSikhawini.

1 (c) *Improvements* (not warranted to be correct): A single story dwelling consisting of a lounge, kitchen, two bedrooms and bathroom.

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 11th day of October 1996.

Schreiber Smith Attorneys, Yellowood Lodge, Norman Tedder Lane, Empangeni 3880. (Ref. Mr Rohrs/kr/09/N9102/95.)

Case No. 179/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and BHEKUMUZI HUMPHREY MNGOMEZULU, Defendant

In pursuance of a judgment granted on 23 August 1996 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 12 November 1996 at 9:00, at the Magistrate's Court, Mtunzini.

1. (a) *Deeds office description*: Site H 2947, situated in the Township of eSikhawini, District of Ongoye, measuring in extent 338 (three hundred and thirty-eight) square metres.

1. (b) *Street address*: H2947, eSikhawini.

1 (c) *Improvements* (not warranted to be correct): A single story brick under tile roof dwelling consisting of a lounge, dining-room, kitchen, three bedrooms, two bathrooms and two toilets.

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 11th day of October 1996.

Schreiber Smith Attorneys, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/kr/09/N9049/96.)

Case No. 573/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between NBS BANK LIMITED, Plaintiff, and ELDRED SAMUEL WILLIAMS, First Defendant, and JEAN MCPHERSON MASON WILLIAMS, Second Defendant

In pursuance of a judgment granted on 14 February 1996 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 14 November 1996 at 11:00, at the Magistrate's Court, Empangeni.

1. (a) *Deeds office description*: Lot 6761, Richard Bay (Extension 18) situated in the Borough of Richards Bay, Administrative District of Natal, measuring in extent 1 125 (one thousand one hundred and twenty-five) square metres.

1. (b) *Street address*: 14 Perlemoen, Meerensee, Richards Bay.

1 (c) *Improvements* (not warranted to be correct): A single story brick under tile roof dwelling consisting of a lounge, dining-room, kitchen, three bedrooms, bathroom, a shower and two toilets.

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, First Floor, Davidson's Chambers, Union Street, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 11th day of October 1996.

Schreiber Smith Attorneys, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/kr/09/N9015/96.)

Case No. 5657/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between NBS BANK LIMITED, Plaintiff, and Mr RONALD JAMES BROOKS, Defendant

In pursuance of a judgment granted on 13 August 1996 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 14 November 1996 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description*:

A unit consisting of—

(a) Section 23 as shown and more fully described on Sectional Plan SS60/94, in the scheme known as Carousel in respect of the land and building or buildings situated at Richards Bay of which the floor area, according to the said section plan, is 113 (one hundred and thirteen) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

1. (b) *Street address*: Flat 23, Carousel, Dassiedal, Wild-en-Weide, Richards Bay.

1. (c) *Improvements* (not warranted to be correct): A simplex consisting of a lounge, dining-room, kitchen, three bedrooms, bathroom, shower, two toilets 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, First Floor, Davidson's Chambers, Union Street, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 11th day of October 1996.

Schreiber Smith Attorneys, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/kr/09/N9108/96.)

Case No. 13138/95

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

In the matter between POZZI HUTS (PTY) LTD, trading as POZZI BUILDING SYSTEMS, Plaintiff, and Mr D. LISTER, Defendant

In pursuance of a judgment granted on 11 April 1996, in the Court of the Magistrate, Pinetown and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 15 November 1996 at 10:00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown.

Description: Section 17, as shown and more fully described on Sectional Plan SS54/1991 in the scheme known as Hyde Park, in respect of the land and building or buildings situated at Kloof in the Borough of Kloof, in extent 198 (one hundred and ninety-eight) square metres.

Street address: 17 Hyde Park, 41 Kloof Falls Road, Kloof.

Improvements: Comprising of facebrick under tile duplex in secured area, double garage and tarmac drive (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pinetown.

Dated at Durban this 15th day of October 1996.

Strauss Daly Inc., Plaintiff's Attorney, 21 Aliwal Street, Durban. (Ref. A. J. McNabb/tlr/P0224/1.)

Saak No. 23926/94

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

In die saak tussen CONTROL SYSTEMS (PTY) LIMITED, Eiser, en T. T. CONTROL SYSTEMS CC, Eerste Verweerder, en KEVIN THOMAS KEMP, Tweede Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 9 Junie 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Tweede Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op 14 November 1996 om 10:00:

Gedeelte 86, beter beskryf in Deeltitel Plan SS147/1989, van die skema bekend as Durban Spa, geleë in die dorpsgebied Durban, Registrasieafdeling administratiewe distrik Natal, provinsie KwaZulu-Natal, groot 39 (nege-en-dertig) vierkante meter, gehou kragtens Akte van Transport ST11591-18/1991, die eiendom is ook bekend as 26-BLK OB-Durban 1737, beter bekend as Durban Spa, Marine Parade 57, Durban.

Die verkoping sal plaasvind te die kantore van die Balju, Durban Sentraal, Kamer 29, Tweede Verdieping, Staffmayerhuis 21, Beach Grove 24, Durban.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: Kombuis, sitkamer, slaapkamer, badkamer en toilet. (Lugreëling). Gesoneer vir woondoeleindes.

Verbande: Geen.

Terme: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Durban-sentraal, Staffmayerhuis 21, Beach Grove 24, Durban, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 10de dag van Oktober 1996.

A. Bloem, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. mev. Botha/M3229.)

Case No. 17023/96

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

**In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, Plaintiff,
and SIMON MOORES WITHERSPOON, Defendant**

Pursuant to a judgment of the Magistrate's Court for the District of Pietermaritzburg, and writ of execution dated 21 August 1996, the following fixed property will be sold on Friday, 15 November 1996 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, 3201, to the highest bidder, viz:

Property: Lot 639, Hilton Extension 1, situated in the Hilton Town Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 4 645 (four thousand six hundred and forty-five) square metres, held by Simon Moores Witherspoon, under Deed of Transfer T7059/94, and situated at 6 Tino Road, Hilton, Pietermaritzburg, 3201.

Description: Residence of clinker brick under thatched roof comprising lounge with fireplace, dining-room, family room, four bedrooms, two bathrooms, shower, kitchen with built-in cupboards, detached cottage comprising four garages, carport and servants' quarters comprising room, shower and loft.

The aforesaid information in respect of the property is not guaranteed.

Terms: 10% (ten per cent) 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 cent) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Conditions of sale: The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, 3201, or at the offices of Plaintiff's Attorneys, Browne Brodie & Fourie, 219 Berg Street, Pietermaritzburg, 3201.

Browne Brodie & Fourie, Plaintiff's Attorneys, 219 Berg Street, Pietermaritzburg, 3201. (Ref. C Marx/Suraya Naidoo/18F018/140.)

Case No. 448/96**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG****In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, Plaintiff,
and STUART KEITH CARTWRIGHT, Defendant**

Pursuant to a judgment of the Magistrate's Court for the District of Pietermaritzburg, and writ of execution dated 11 April 1996, the following fixed property will be sold on Friday, 15 November 1996 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, 3201, to the highest bidder, viz:

Property: Subdivision of Lot 473, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council, Area: Administrative District of Natal, Province of KwaZulu-Natal, in extent 878 (eight hundred and seventy-eight) square metres, held by Stuart Keith Cartwright, under Deed of Transfer T31285/91 and situated at 100 Roberts Road, Pietermaritzburg, 3201.

Description: Residence of brick and face brick under tile roof comprising entrance hall, lounge with fireplace, dining-room, three bedrooms, bathroom, kitchen, pantry, enclosed verandah, detached garage and servants' quarters comprising room, shower and security gates.

The aforesaid information in respect of the property is not guaranteed.

Terms: 10% (ten per cent) 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 cent) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Conditions of sale: The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, 3201, or at the offices of Plaintiff's Attorneys, Browne Brodie & Fourie, 219 Berg Street, Pietermaritzburg, 3201.

Browne Brodie & Fourie, Plaintiff's Attorneys, 219 Berg Street, Pietermaritzburg, 3201. (Ref. C Marx/Suraya Naidoo/18F018/122.)

Case No. 330/96**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ESHOWE HELD AT ESHOWE****In the matter between ERA BRINK PROPERTIES, Plaintiff, and PHINDILE MICHAELINAH DLAMINI, Defendant**

In pursuance to a judgment granted on 23 April 1996, in the above Court and as writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 13 November 1996 at 10:00, at 70 Main Street, Eshowe:

1. **Certain:** Brick under asbestos dwelling consisting of three bedrooms, bedroom en-suite, dining-room, lounge, TV-room, kitchen, toilet, bathroom and two verandah. **Outbuildings:** Garage and servants' quarters.

2. **Street address:** 85 Havelock Street, Eshowe.

3. **Property description** (not warranted to be correct): —.

4. **Zoning/special privileges or exemptions** (not warranted to be correct): —.

5. The conditions of sale may be inspected at the office of the Sheriff at 70 Main Street, Eshowe.

6. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Sheriff within 14 (fourteen) days after the sale in a form approved of by the Plaintiff's attorneys.

7. The purchaser shall be liable for the payment of interest calculated from the date of sale to date of payment of the purchase price on the balance owing in respect of the purchase price at the prevailing statutory rate of interest, or at the prescribed rates of interest as provided in any mortgage bond/s registered against the said property.

8. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, value-added tax, current rates and other necessary charges to effect transfer upon request by the said attorneys, payment of the auctioneer's fees of 6% (six per centum) of the purchase price shall be due and payable on the date of the sale.

9. Possession and occupation of the property, shall, subject to the rights of existing tenants and subject to the purchaser having paid the deposit and the auctioneer's commission, together with costs of transfer including outstanding rates, pass to the purchaser upon the sale being effected and from which date, all benefits, risk and liability shall pass to the purchaser.

10. The sale is voetstoots without any warranty express or implied and is sold subject to the conditions of title.

Dated at Eshowe this 4th day of October 1996.

Wynne & Wynne, Plaintiff's Attorney, Law House, 73 Osborn Road, P.O. Box 1, Eshowe, 3815. (Ref. ARS/jml/4/B265/04.)

Case No. 1063/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between HIGHRIDGE SUPRETTE, Plaintiff, and KASOPERSADI MAHARAJ, First Defendant, PADHMAVATHY MAHARAJ, Second Defendant, and VINESH MAHARAJ, Third Defendant

In the pursuance of judgment in the above action the following immovable property will be sold voetstoots to the highest bidder in execution on 15 November 1996 at 10:00, at the front entrance of the Magistrate's Court Building, Couper Street, Stanger:

Lot 79, Warrenton, situated in the Kwa-Dukuza/Stanger Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent nine hundred and ninety-six (996) square metres.

Improvements: Improvements consisting of: *Upstairs:* Lounge, kitchen, two bedrooms (one with en-suite), toilet and bathroom. *Downstairs:* Lounge, three bedrooms, toilet, bathroom, kitchen and single garage. Nothing in this respect is guaranteed. *Situation:* 4 Willow Road, Warrenton, Stanger.

Material conditions:

1. 10% (ten per cent) of the purchase price plus the Sheriff's commission shall be paid in cash immediately after the sale and the balance shall be secured within fourteen (14) days thereafter.

2. The full conditions of sale are available for inspection at the offices of the Plaintiff's attorneys and Sheriff of Court, Stanger.

Jay Pundit & Company, Plaintiff's Attorneys, Suite 1, Jay Krishna Centre, 134/6 Rood Street, Stanger.

Case No. 8065/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NBS BANK LIMITED, Plaintiff, and GINGINDLOVU HOTEL (PTY) LIMITED, First Defendant, GOPAL PILLAY, Second Defendant, PONAMBALAM PILLAY, Third Defendant, VILVANATHAN PILLAY, Fourth Defendant, PARAMANDHA PILLAY, Fifth Defendant, and PELE PELE BURN FARM CC, Sixth Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Mtunzini, in front of the Magistrate's Court Building, Mtunzini on Friday, 15 November 1996 at 09:00, of the undermentioned property of the Fourth Defendant to the highest bidder on conditions to be read by the Sheriff at the time of the sale.

Description: Lot 204, Gingindlovu, situated in the Gingindlovu Town Board Area, Administrative District of Natal, in extent two thousand one hundred and thirty three (2 133) square metres. *Street address:* Main Road, Gingindlovu.

Improvements: *Main building:* Brick under corrugated iron roof comprising: five fully carpeted bedrooms, lounge, bar, tiled kitchen, bathroom with bath and toilet, tiled passage, entrance hall, swimming-pool. *Outbuilding:* Brick under corrugated iron roof comprising room and bathroom with toilet. The whole property has a wooden fence. *Zoning:* General Residential (nothing guaranteed).

Full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and the Sheriff of the Supreme Court, Mtunzini.

Dated at Durban on this 7th day of October 1996.

K. L. Naidoo, for Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. KN/MP/11 N349 373.)

Case No. 8065/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between NBS BANK LIMITED, Plaintiff, and GINGINDLOVU HOTEL (PTY) LIMITED, First Defendant, GOPAL PILLAY, Second Defendant, PONAMBALAM PILLAY, Third Defendant, VILVANATHAN PILLAY, Fourth Defendant, PARAMANDHA PILLAY, Fifth Defendant, and PELE PELE BURN FARM CC, Sixth Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Mtunzini, in front of the Magistrate's Court Building, Mtunzini on Friday, 15 November 1996 at 09:00, of the undermentioned properties of the First Defendant to the highest bidder on conditions to be read by the Sheriff at the time of the sale.

Description:

(i) Sub. 1 of Lot 19, Gingindlovu, situated in the Township of Gingindlovu, Administrative District of Natal, in extent five hundred and eighty three (583) square metres.

(ii) Lot 21, Gingindlovu, situated in the Township of Gingindlovu, Administrative District of Natal, in extent three thousand one hundred and twenty five (3 125) square metres.

(iii) Lot 77, Gingindlovu, situated in the Township of Gingindlovu, Administrative District of Natal, in extent eight hundred and ninety two (892) square metres.

(iv) Sub. 4 of Lot 79, Gingindlovu, situated in the Township of Gingindlovu, Administrative District of Natal, in extent one thousand eight hundred and seventy (1 870) square metres. *Street address:* Main Road, Gingindlovu.

Improvements: All four properties are adjoined and comprise the following: Gingindlovu Hotel—which has burnt down. *Hotel outbuildings:* 11 rooms built of brick with corrugated iron roof, two rondavels with corrugated iron roof, four brick garages with corrugated iron roof, two showers built of brick under corrugated iron roof and three toilets built of brick under corrugated iron roof. *Bar:* Single room approximately 13 m x 10 m, built of brick under corrugated iron, toilet and basin. *Tab (horse racing):* Single brick room under corrugated iron roof. *Tea room:* Single brick room, approximately 60 square metres, under corrugated iron roof. *Bottle store:* Approximately 120 square metre room, built of brick under corrugated iron roof, large walk-in-fridge. *Zoning:* General Residential GR1 (nothing guaranteed).

Full conditions of sale may be inspected at the offices of the Plaintiff's Attorneys and the Sheriff of the Supreme Court, Mtunzini.

Dated at Durban on this 7th day of October 1996.

K. L. Naidoo, for Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. KN/MP/11 N349 373.)

Case No. 47285/94
PH 23

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

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff,
and SMITHFIELD PROPERTIES (PTY) LTD, Defendant**

In pursuance of judgment granted on 7 October 1994, 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 12 November 1996 at 14:00, at the front steps of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: Subdivision 1 of Lot 335, Kenville, situated at Durban, Administrative District of Natal, Province of KwaZulu-Natal.

In extent: 883 (eight hundred and eighty-three) square metres.

Postal address: 4 Crown Road, Kenville, Durban.

Zoning: Special shopping.

Improvements: Brick and slab roof dwelling consisting of four flats: Three consisting of bedroom, lounge/dining-room, kitchen, bathroom/w.c. and balcony. One consisting of two bedrooms, lounge/dining-room, kitchen and bathroom/w.c. Four shops as follows: Crown hair salon consisting of toilet w/b, downstairs: Store-room. Crown butchery consisting of stainless steel sink, coldroom, toilet w/b, downstairs: Store-room. Crown one stop consisting of toilet w/b, downstairs: Store-room. Crown fruiterers consisting of toilet w/b, downstairs: Store-room. Outbuilding consisting of room with asbestos roof.

Held by the Defendant in his name under Deed of Transfer T16170/1981.

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.
4. Transfer shall be affected 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, 15 Milne Street, Durban, 4001.

Dated at Durban this 9th day of October 1996.

J. M. Mossop, for Brown Brodie & Company, Plaintiff's Attorneys, 11th and 12th Floors, United Bank Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-3541.] (Ref. A0037/340.)

Case No. 5156/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff,
and MVUSELELO RICHARD MAHLABA, Defendant**

In pursuance of a judgment of the Magistrate's Court, Verulam, dated 16 July 1996, and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of Magistrate's Court, 1 Inanda Area, on 15 November 1996 at 10:00, at the Magistrate's Court, Groom Street entrance, Room 7D, Verulam, without reserve:

Property description: Site B627, situated in the Township of Inanda Newtown, District of Verulam, in extent 600 (six hundred) square metres, held under Deed of Grant No. 00010734 and subject to the conditions contained therein and especially subject to a reservation of mineral rights in favour of the South Africa Development Trust.

Physical address: B627, Inanda Newtown.

Zoning: Special Residential.

Improvements: Premises demolished—vacant land (although nothing in this regard is guaranteed).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff of the Magistrate's Court, 1 Inanda Area, Verulam, within 14 (fourteen) days after the date of sale.
3. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
4. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies payment of the value-added tax and other charges necessary to effect transfer on request by the said attorneys.
5. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Durban this 11th day of October 1996.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. CSS/lp/15F4535A6.)

Case No. 4024/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between NBS BANK LIMITED, Execution Creditor, and Mr SOOBRAMONEY PILLAY, Execution Debtor

In pursuance of a judgment granted on 27 February 1996, in the Magistrate's Court, Stanger, and under a writ of execution issued thereafter, the immovable property listed under will be sold in execution on Friday, 22 November 1996 at 10:00, at the front entrance of the Magistrate's Court Building, Couper Street, Stanger, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Stanger, at the time of the sale:

Description:

1. Subdivision 15 (of 9) of Lot 50 No. 2224, situated in the Administrative District of Natal, Province of KwaZulu-Natal, in extent 6,0842 hectares.

2. Subdivision 11 (of 1) of Lot 50 No. 2224, situated in the Administrative District of Natal, Province of KwaZulu-Natal, in extent 10,1172 hectares.

Held by the Execution Debtor under Deed of Transfer T20610/1992 dated 17 August 1992.

Physical address: Glenhills Drive, Glenhills.

Material conditions:

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The property shall be sold to the highest bidder at the sale.

3. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's charges in cash or by bank-guaranteed cheque at the time of the sale.

4. The balance of the purchase price is payable against transfer of the property, to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.

5. The purchaser shall be liable for payment of interest at the rate of 15,50% (fifteen comma five nought per cent) per annum, to the Execution Creditor and at 14% (fourteen per cent) per annum, to the bondholder/s in respect of Mortgage Bond B27890/1992, on the respective amount of the award and the plan of distribution from the date of sale to the date of registration of transfer, both days inclusive.

6. The transfer shall be effected by Attorneys Laurie C Smith Incorporated, and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.

7. The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Stanger, and all interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Stanger on this 10th day of October 1996.

Messrs Laurie C. Smith Ing., Execution Creditor's Attorneys, 22 Jackson Street (P.O. Box 46), Stanger. (Ref. Miss O'Dwyer/gg/N598/Colls.)

Case No. 29206/96

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

In the matter between PIETERMARITZBURG-MSUNDUZI TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and DLADLA RAYMOND, First Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 5 January 1996, the following immovable property will be sold in execution on 22 November 1996 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Sub. 32 of Lot 3204, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 706 square metres, situated at 72 Palmer Road, Pietermaritzburg.

Improvements: Dwelling constructed of brick under tile roof and consisting of hall, lounge, dining-room, kitchen, three bedrooms, bath/w.c., sh/w.c. en suite, outbuildings, garage brick under tile roof.

Material conditions of sale:

The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg this 15th day of October 1996.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

**ORANGE FREE STATE
ORANJE-VRYSTAAT**

Saak No. 12157/96**IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN****In die saak tussen NEDCOR BANK BPK, Eiser, en GERT JOHANNES COENRAAD ERASMUS, Eerste Verweerder, en
CHRISTA JOHANNA HENDRIKA ERASMUS, Tweede Verweerderes**

Ingevolge 'n vonnis in die Landdroshof Bloemfontein, en 'n lasbrief vir eksekusie gedateer 24 Julie 1996, sal die volgende onroerende goed by wyse van 'n openbare veiling in eksekusie verkoop word deur Nico Smith Afslaers, op Vrydag, 22 November 1996 om 10:00, te die Peetlaaningang tot die Landdroshof, aan die hoogste bieder vir kontant:

Die eiendom is Koedoeweg 202, Fauna, Bloemfontein en die ernommer is Erf 17577 (Uitbreiding 120), geleë in die stad en distrik Bloemfontein, soos gehou kragtens Transportakte T18402/1993.

Die voorwaardes van verkoping is ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Oos.

Geteken te Bloemfontein op hierdie 1ste dag van Oktober 1996.

N. Viljoen, vir Hill, McHardy & Herbst, Prokureur vir Eiser, Hill, McHardy & Herbstgebou, Elizabethstraat 23, Bloemfontein.

Case No. 3583/94**IN THE SUPREME COURT OF SOUTH AFRICA****(Orange Free State Provincial Division)****In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JOHN MACARTHUR BOSHOF, ID 405025040006, First Defendant, and ESTELLEN BOSHOF, ID 4101060043009, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale with/without reserve price is to take place at the Magistrate's Court, 20 Hoofd Street, Zastron, Free State Province, on Friday, 15 November 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 office of the Sheriff, 3 Louis Botha Avenue, Aliwal North, prior to the sale:

The Remainder of Erf 5, situated in the Town and District Zastron, in extent 1 767 (one thousand seven hundred and sixty-seven) square metres, held by Deed of Transfer T1901/1987. Consisting of lounge, kitchen, bathroom, double garage, wire fence, borehole, dining-room, three bedrooms, toilet, store room and concrete paving, and being 25 Reichenberg Street, Zastron.

Terms: Ten per cent (10%) of the purchase price and auctioneer's charges being 5% (five per cent) on the first R30 000 (thirty thousand rand) or part thereof, 3% (three per cent) on the balance with a maximum of R7 000 (seven thousand rand) 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 (NS636A), c/o Israel & Sackstein, Attorney for Plaintiff, 26/28 Aliwal Street, Bloemfontein.

Saak No. 23731/95**IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN****In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en
mnr. JOHANNES HERCULES DU RAND, Verweerder**

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie in die Landdroshof Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 15 November 1996 om 10:00, te die Peetlaaningang van die Landdroshof, Bloemfontein:

Sekere Erf 19232 (Bloemfontein-uitbreiding 128), geleë in die stad en distrik Bloemfontein, beter bekend as Vlakfonteinlaan 7, Pellissier, Bloemfontein, provinsie Vrystaat, groot 1 200 (eenduiseend tweehonderd) vierkante meter, gehou kragtens Transportakte T5623/1981; Vlakfonteinlaan 7, Pellissier, Bloemfontein.

Verbeterings: Woonhuis bestaande uit ingangsportaal, sitkamer, eetkamer, kombuis, opwaskamer, drie slaapkamers, twee badkamers, stort, twee toilette, twee motorhuise, buite-toilet, swembad, sekuriteitshekke en sprinkelbesproeiing.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die eksekusieskuldeiser binne 14 (veertien) dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 18,25% (agttien komma twee vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 27ste dag van September 1996.

J. H. Conradie, vir Rossouws, Prokureur van Eksekusieskuldeiser, Vyfde Verdieping, L.T. Trustgebou, Elizabethstraat 7 (Posbus 7595), Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak No. 23561/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NBS BANK BEPERK, Eiser, en mnr. ANTON MARIUS LANDMAN, Verweerder

Ingevolge 'n vonnis gedateer 5 Januarie 1996 en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 15 November 1996 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenheid 7, in die Deeltitelskema Summer Crest SS19/1986, geleë in die stad en distrik Bloemfontein, groot 106 vierkante meter, gehou kragtens Transportakte ST12116/1995, en beter bekend as Summer Crest 7, Tiekiedraaisingel, Pellissier, Bloemfontein.

Verbeterings: Tweeslaapkamerdupleksmeenthuis met sit/eetkamer, kombuis, badkamer, stort, twee toilette en motorhuis.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 20,250% (twee nul komma twee vyftig nul persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 20ste dag van September 1996.

J. H. Conradie, p.a. Rossouws, Prokureurs vir Eksekusieskuldeiser, Vyfde Verdieping, L. T. Trustgebou, Elizabethstraat 7 (Posbus 7595), Bloemfontein, 9300. [Tel. (051) 30-5870.] (Reg. MB/rs/CM17776.)

Saak No. 1573/96

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen ABSA BANK BEPERK, voorheen ALLIED BOUVERENIGING BEPERK, Eksekusieskuldeiser, en LEFA MOSES MACHOBA, Eerste Eksekusieskuldenaar, en LEAH MORAMANG MACHOBA, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 28 Augustus 1996 en uitgereik in die Landdroshof te Odendaalsrus, sal die reg, titel en belang in en tot die volgende onroerende eiendom verkoop word voor die Landdrokantore, Odendaalsrus, op 8 November 1996 om 09:00:

Erf 878, Kutlwanong, distrik Odendaalsrus, provinsie Vrystaat, groot 405 (vier nul vyf) vierkante meter.

Gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL4268/1988 geregistreer op 28 Oktober 1988 en onderworpe aan sodanige voorwaardes as wat meer volledig sal blyk uit die genoemde Sertifikaat van Geregistreerde Toekenning van Huurpag.

Verbeterings daarop: Woonhuis met kombuis, sitkamer, slaapkamers, badkamer en toilet.

(Ten opsigte waarvan geen waarborg gegee word nie).

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aan die hoogste bieder en verder onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal soos volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant of bankgewaarborgde tjek onmiddellik na afhandeling van die veiling van die onbetaalde balans tesame met rente op die koopprys teen 19,25% (negentien komma twee vyf persent) per jaar vanaf 1 Junie 1996 tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of betaling gewaarborg word binne genoemde tydperk deur 'n goedgekeurde bankwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantore van die Balju van die Landdroshof, Odendaalsrus, nagesien word en indien die inhoud van hierdie advertensie in enige opsig verskil van die terme en voorwaardes van die genoemde verkoopvoorwaardes, sal die verkoopvoorwaardes se terme en voorwaardes voorrang geniet en van toepassing wees op die verkoop van die eiendom.

Grunow Frost & Viljoen, Prokureur vir Eiser, Viljoengebou, Odendaalstraat 51, Odendaalsrus, 9480. [Tel. (057) 4-4055/6.]

Saak No. 1257/96

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen ABSA BANK BEPERK, voorheen ALLIED BOUVERENIGING BEPERK, Eksekusieskuldeiser, en M. M. PHUMO, in haar hoedanigheid as eksekutrise in die boedel van wyle KOENA JOHANNES PHUMO, Eerste Eksekusieskuldenaar, en MANTSI MARIA PHUMO, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 30 Julie 1996 en uitgereik in die Landdroshof te Odendaalsrus, sal die reg, titel en belang in en tot die volgende onroerende eiendom verkoop word voor die Landdrokantore, Odendaalsrus, op 8 November 1996 om 09:00:

Erf 1707, Kutlwanong, distrik Odendaalsrus, provinsie Vrystaat, groot 325 (drie twee vyf) vierkante meter.

Gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL3665/1988 geregistreer op 12 September 1988 en onderworpe aan sodanige voorwaardes as wat meer volledig sal blyk uit die genoemde Sertifikaat van Geregistreerde Toekenning van Huurpag.

Verbeterings daarop: Woonhuis met kombuis, sitkamer, slaapkamers, badkamer en toilet.

(Ten opsigte waarvan geen waarborg gegee word nie).

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aan die hoogste bieder en verder onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal soos volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant of bankgewaarborgde tjek onmiddellik na afhandeling van die veiling van die onbetaalde balans tesame met rente op die koopprys teen 19,25% (negentien komma twee vyf persent) per jaar vanaf 1 Mei 1996 tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of betaling gewaarborg word binne genoemde tydperk deur 'n goedgekeurde bankwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantore van die Balju van die Landdroshof, Odendaalsrus, nagesien word en indien die inhoud van hierdie advertensie in enige opsig verskil van die terme en voorwaardes van die genoemde verkoopvoorwaardes, sal die verkoopvoorwaardes se terme en voorwaardes voorrang geniet en van toepassing wees op die verkoop van die eiendom.

Grunow Frost & Viljoen, Prokureur vir Eiser, Viljoengebou, Odendaalstraat 51, Odendaalsrus, 9480. [Tel. (057) 4-4055/6.]

Saak No. 1530/96

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen ABSA BANK BEPERK, voorheen ALLIED BOUVERENIGING BEPERK, Eksekusieskuldeiser, en NANTO MAXWELL MGADENI, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 14 Augustus 1996 en uitgereik in die Landdroshof te Odendaalsrus, sal die reg, titel en belang in en tot die volgende onroerende eiendom verkoop word voor die Landdrokantore, Odendaalsrus, op 8 November 1996 om 09:00:

Erf 1373, Kutlwanong, distrik Odendaalsrus, provinsie Vrystaat, groot 304 (drie nul vier) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL199/1989 geregistreer op 2 Februarie 1989 en onderworpe aan sodanige voorwaardes as wat meer volledig sal blyk uit die genoemde sertifikaat van geregistreerde toekenning van huurpag.

Verbeterings: Woonhuis met kombuis, sitkamer, slaapkamers, badkamer en toilet (ten opsigte waarvan geen waarborg gegee word nie).

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aan die hoogste bieder en verder onderworpe aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant of bank gewaarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 20,25% (tuintig komma twee vyf persent) per jaar vanaf 1 Junie 1996 tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of betaling gewaarborg word binne genoemde tydperk deur 'n goedgekeurde bank waarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantore van die Balju van die Landdroshof, Odendaalsrus, nagesien word en indien die inhoud van hierdie advertensie in enige opsig verskil van die terme en voorwaardes van die genoemde verkoopvoorwaardes, sal die verkoopvoorwaardes se terme en voorwaardes voorrang geniet en van toepassing wees op die verkoop van die eiendom.

Grunow Frost & Viljoen, Prokureur vir Eiser, Viljoengebou, Odendaalstraat 51, Odendaalsrus, 9480. [Tel. (057) 4-4055/6.]

Saak No. 9448/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en
mnr. J. THORNE, Verweerder**

Ingevolge 'n vonnis gelewer op 17 September 1996, in die Welkom Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 22 November 1996 om 11:00, te Tulbach-ingang, Landdroshof, Welkom, aan die hoogste bieder, met geen reserweprys.

Beskrywing: Erf 3716, geleë in die dorpsgebied Riebeeckstad, distrik Welkom, groot agthonderd drie-en-dertig (833) vierkante meter, gehou kragtens Akte van Transport T1935/89. *Straatadres:* Bertholdstraat 28, Riebeeckstad, Welkom.

Die volgende inligting word aangegee, maar nie gewaarborg nie: Die eiendom bestaan uit woonhuis met buitegeboue.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Constantiastraat 100, Welkom.

Gedateer te Welkom op hede die 9de dag van Oktober 1996.

T. Wolmarans, vir Symington & De Kok, Eiser of Eiser se Prokureur, Sonleyrikamers, Heerenstraat 24, Welkom; Posbus 2175, Welkom, 9460. [Tel. (057) 353-3051.] (Verw. T. Wolmarans/bh/AE0163.)

Saak No. 9449/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en
mnr. J. THORNE, Verweerder**

Ingevolge 'n vonnis gelewer op 9 September 1996, in die Welkom Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 22 November 1996 om 11:00, te Landdroskantore, Tulbach-ingang, Welkom, aan die hoogste bieder, met geen reserweprys.

Beskrywing: Erf 935, geleë in die dorpsgebied Riebeeckstad, distrik Welkom, groot agthonderd drie-en-dertig (833) vierkante meter, gehou kragtens Akte van Transport T515/1989. *Straatadres:* Artemisstraat 28, Riebeeckstad, Welkom.

Die volgende inligting word aangegee, maar nie gewaarborg nie: Die eiendom bestaan uit woonhuis met buitegeboue.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Constantiastraat 100, Welkom.

Gedateer te Welkom op hede die 9de dag van Oktober 1996.

T. Wolmarans, vir Symington & De Kok, Eiser of Eiser se Prokureur, Sonleyrikamers, Heerenstraat 24, Welkom; Posbus 2175, Welkom, 9460. [Tel. (057) 353-3051.] (Verw. T. Wolmarans/bh/AE0162.)

Case No. 1637/96

IN THE SUPREME COURT OF SOUTH AFRICA
(Orange Free State Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MONTSHENG EDWARD MAKAPE (ID. No. 6403065234080), First Defendant, and DIPUO MARIA MAKAPE (ID No. 6801180319084), Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suite, a sale with/without reserve price is to take place at the Magistrate's Court, Botshabelo, Free State Province on Thursday, 21 November 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 office of the Sheriff, Site 87, Seloshesha, Thaba Nchu, prior to the sale:

"Site H2971, situated in the Town Botshabelo, District of Botshabelo, held by me under Deed of Grant 758/91." Consisting of lounge/dining-room, kitchen, tile roof, three bedrooms and bathroom/toilet.

Terms: 10% (ten per cent) of the purchase price and auctioneer's charges being 5% (five per cent) of the first R30 000 (thirty thousand rand) or part thereof, 3% (three per cent) on the balance with a maximum of R7 000 (seven thousand rand) in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from the date of sale.

D. A. Honiball (NS786B), Attorneys for Plaintiff, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein.

Saak No. 1315/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen NBS BANK BEPERK, Eiser, en NYAI SAMUEL MOFOKENG, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Harrismith en 'n lasbrief van eksekusie gedateer 23 September 1996 sal die volgende eiendom geregtelik verkoop word op 15 November 1996 om 09:00, voor die Landdroskantoor, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Perseel A417, geleë in die dorp Tshiame, distrik Harrismith, groot 450 (vierhonderd-en-vyftig) vierkante meter, soos gehou kragtens Grondbrief 1971/1989, soos aangedui op Algemene Plan PB610/1986.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit sit/eetkamer, kombuis, twee slaapkamers en badkamer.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 11de dag van Oktober 1996.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Wardenstraat 49B, Posbus 22, Harrismith.

Saak No. 1239/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen NBS BANK BEPERK, Eiser, en THABO AARON CHALE, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Harrismith en 'n lasbrief van eksekusie gedateer 12 September 1996 sal die volgende eiendom geregtelik verkoop word op 15 November 1996 om 09:00, voor die Landdroskantoor, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Perseel A658, geleë in die dorp Tshiame, distrik Harrismith, groot 450 (vierhonderd-en-vyftig) vierkante meter, soos gehou kragtens Grondbrief 1164/1990, soos aangedui op Algemene Plan PB610/1986.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit sit/eetkamer, kombuis, twee slaapkamers en badkamer.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 11de dag van Oktober 1996.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Wardenstraat 49B, Posbus 22, Harrismith.

Saak No. 20214/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen BESTUURSRAAD VAN DIE HOËRSKOOL J. B. M. HERTZOG, Eiser, en
H. R. H. HOLTZHAUSEN, Verweerder**

Ten uitvoerlegging van 'n vonnis van die Landdros, Bloemfontein, gedateer 21 Desember 1995, sal ondervermelde onroerende eiendom op Vrydag, 22 November 1996 om 10:00, te Peetlaaningang tot die Landdroshof, Bloemfontein, deur die Balju vir die Landdroshof Bloemfontein-Oos verkoop word, naamlik:

Plot 83, Estoire, distrik Bloemfontein, provinsie Vrystaat, beter bekend as Krugerlaan 14, Estoire, Bloemfontein, groot 4,2827 (vier komma twee agt twee sewe) hektaar.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, asook by die kantore van Esterhuyse & Lynch, Eerste Verdieping, Penbelgebou, Elizabethstraat 29, Bloemfontein, tydens kantoorure.

Gedateer te Bloemfontein op die 2de dag van Augustus 1996.

W. Horn, vir Esterhuyse & Lynch, Eiser se Prokureurs, Eerste Verdieping, Penbelgebou, Elizabethstraat 29, Bloemfontein. [Tel. (051) 47-9986/47-4534.] (Verw. W. Horn/rp.)

Saak No. 16205/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en mnr. ANTON FOURIE,
Eerste Verweerder, en mev. LINDA FOURIE (voorheen ROWETT), Tweede Verweerder**

Ingevolge 'n vonnis gedateer 9 September 1996 en 'n lasbrief vir eksekusie in die Landdroshof Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 8 November 1996 om 10:00, te die Peetlaaningang van die Landdroshof, Bloemfontein:

Sekere Erf 17332 (Uitbreiding 120), geleë in die stad en distrik Bloemfontein, provinsie Vrystaat, beter bekend as Blesboksingel 33, Fauna, Bloemfontein, groot 799 (sewehonderd nege-en-negentig) vierkante meter, gehou kragtens Transportakte T14748/1994; Blesboksingel 33, Fauna, Bloemfontein.

Verbeterings: Woonhuis bestaande uit sitkamer, eetkamer, familie-kamer, kombuis, drie slaapkamers, badkamer, stort, toilet, motorafdak en skadunet.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die eksekusieskuldeiser binne 14 (veertien) dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 19,25% (negentien komma twee vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 28ste dag van September 1996.

J. H. Conradie, vir Rossouws, Prokureur van Eksekusieskuldeiser, Vyfde Verdieping, L.T. Trustgebou, Elizabethstraat 7 (Posbus 7595), Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak No. 9668/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

**In die saak tussen FIDELITY BANK, Eiser, en mnr. M. J. TELE, Eerste Verweerder, en
mev. D. S. TELE, Tweede Verweerder**

Ingevolge 'n vonnis gelewer op 22 Augustus 1996, in die Welkom Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 1 November 1996 om 11:00, te Landdroskantoor, Tulbachingang, Welkom, aan die hoogste bieder, met geen reserweprijs:

Beskrywing: Erf 19884, geleë in die dorpsgebied Thabong, stad Welkom, groot 300 (driehonderd) vierkante meter, gehou kragtens Akte van Transport TL10476/90.

Straatadres: Erf 19884, Thabong, Welkom, 9460.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis met buitegeboue.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Posbus 1414, Welkom, 9460.

Gedateer te Welkom op 27 September 1996.

T. Wolmarans, vir Symington & De Kok, Eiser se Prokureur, Sonleyri Kamers, Heerenstraat 24, Welkom; Posbus 2175, Welkom, 9460. [Tel. (057) 353-3051.] (Verw. T. Wolmarans/bh/AF0153.)

Saak No. 8218/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en mnr E. N. KOWA, Eerste Verweerder, en mev. P. D. KOWA, Tweede Verweerder

Ingevolge 'n vonnis gelewer op 16 September 1996, in die Welkom Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 1 November 1996 om 11:00, te Landdroskantoor, Tulbach-ingang, Welkom, aan die hoogste bieder, met geen reserweprys:

Beskrywing: Erf 7576, geleë in die dorpsgebied Reitzpark, stad Welkom, groot 833 (agthonderd drie-en-dertig) vierkante meter, gehou kragtens Akte van Transport TL1964/96.

Straatadres: Strubenstraat 42, Reitzpark, Welkom, 9460.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis met buitegeboue.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof, te Posbus 1414, Welkom, 9460.

Gedateer te Welkom op hede die 27ste dag van September 1996.

T. Wolmarans, vir Symington & De Kok, Eiser of Eiser se Prokureur, Sonleyrikamers, Heerenstraat 24, Welkom; Posbus 2175, Welkom, 9460. [Tel. (057) 353-3051.] (Verw. T. Wolmarans/bh/AE0159.)

Saak No. 15757/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NBS BANK BEPERK, Eiser, en ALLAN RODNEY WILLIAMS, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein en kragtens 'n lasbrief gedateer 27 Augustus 1996, sal die volgende eiendomme van die Verweerder per publieke veiling vir kontant op Vrydag, 15 November 1996 om 10:00, te die Peetlaan-ingang, tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

1. (a) Deel 1, soos getoon en volledig beskryf op Deelplan SS91/1995 in die skema bekend as Estancia, ten opsigte van die grond en gebou of geboue geleë te die dorp Pentagonpark, Bloemfontein Plaaslike Oorgangsraad, provinsie Vrystaat, van welke deel die vloeroppervlakte, van genoemde deelplan 175 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, gehou kragtens Akte van Transport ST3474/1996.

2. 'n Eksklusiewe gebied beskryf as Garden T1, groot 401 vierkante meters, synde 'n gedeelte van die gemeenskaplike skema bekend as Estancia, ten opsigte van die grond en gebou of geboue geleë te die dorp Pentagonpark, Bloemfontein Plaaslike Oorgangsraad, provinsie Vrystaat, soos getoon en volledig beskryf op Deelplan SS91/1995, gehou kragtens Notariële Akte van Sessie van Regte SK237/1996.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, drie slaapkamers, twee badkamers, twee storte, twee toilette and twee motorhuise.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendomme sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne 7 (sewe) dae na datum van veiling.

(b) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal en die balans teen transport en verseker te word deur 'n waarborg van 'n bank en/of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 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% (negentien persent) per jaar, vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge 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, Mnr Symington & De Kok, Voortrekkerstraat 169, Bloemfontein.

Geteken te Bloemfontein op hierdie 15de dag van Oktober 1996.

P. A. C. Jacobs, vir Symington & De Kok, Voortrekkerstraat 169, Bloemfontein.

Saak No. 1464/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen ALLIED BANK, Eiser, en mnr. MZILIKAZI SIMON KUMALU, Verweerder

Ingevolge 'n vonnis gelewer op 9 Julie 1996, in die Bethlehem Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 15 November 1996 om 12:00, te Landdroskantoor, Hoogstraat, Bethlehem, aan die hoogste bieder, met gaan reserweprys.

Beskrywing: Perseel 4114, Bohlolong, distrik Bethlehem, gehou kragtens Algemene Plan 183/1988 en gehou kragtens Sertifikaat van Huurpag TL195/1989, groot 540 (vyfhonderd-en-veertig) vierkante meter, gehou kragtens Akte van Transport TL195/1989.

Straatadres: Perseel 4114, Bohlolong, Bethlehem.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis.

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 Hoogstraat 35A, Bethlehem, 9700.

Gedateer te Bethlehem op hede 9 Oktober 1996.

C. C. Harrington, vir Harringtons Ingelyf, Eiser se Prokureur, Lindleystraat 29, Bethlehem, 9700; Posbus 255, Bethlehem. [Tel. (058) 303-5438.] (Verw. MH/ZB9022.)

Case No. 2131/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Orange Free State Provincial 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 KGOTSO ERIC MBONGO (Identity Number 6012315573088), First Defendant, and NOPI BETTY MBONGO, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the office of the Sheriff for the Supreme Court, Sasolburg at Trust Bank Chambers, Fichardt Street, Sasolburg, on Friday, 15 November 1996 at 10:00, of the under-mentioned 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, Sasolburg at Trust Bank Chambers, Fichardt Street, Sasolburg.

The right of leasehold in respect of Erf 3346, Zamdela, District Parys, measuring 268 (two hundred and sixty-eight) square metres, held by the Defendants under Certificate of Right of Leasehold L157/1983, being 3346 Zamdela.

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 R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 23rd day of September 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4295/WRFCLS/Mr Rumsey/Mrs Leukemans.)

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

RADLEY VEILINGS BK

(CK87/02062/23)

LIKWIDASIEVEILING VAN ONTWIKKELDE 2 ha-HOEWE: WONDERBOOM

In opdrag van die Likwidateur van **H. G. du Plessis Algemene Vervoer BK**, in likwidasie, T1802/96, verkoop ons die volgende:

Linveltweg 128, Wonderboom-landbouhoewes, Pretoria, op Vrydag, 15 November 1996 om 11:00, by die perseel.

Voorwaardes van verkoop: Deposito van 20% (twintig persent) by die toeslaan van die bod, balans 30 dae daarna, by wyse van waarborge. Bekragtigingsperiode 7 (sewe) dae.

Vir nadere besonderhede, skakel Chris of Joon Radley by (012) 991-2981 (kantoor-ure) of (012) 991-2983 (na-ure).

RADLEY VEILINGS BK

(CK87/02062/23)

INSOLVENTE BOEDELVEILING VAN TWEE EN 'N HALF SLAAPKAMERMEENTHUIS, SILVERTON

In opdrag van die Kurator van die insolvente boedel **S. L. Martin**, T2243/96, verkoop ons die volgende:

'n Twee en 'n halwe slaapkamermeenthuis te Silverton Chalets 4, Jasmynstraat, Silverton, Pretoria, op Vrydag, 8 November 1996 om 11:00, by die perseel.

Voorwaardes van verkoop: Deposito van 20% (twintig persent) by die toeslaan van die bod, balans 30 dae daarna, by wyse van waarborge. Bekragtigingsperiode 14 (veertien) dae.

Vir nadere besonderhede, skakel Chris of Joon Radley by (012) 991-2981 (kantoor-ure) of (012) 991-2983 (na-ure).

CAHI AUCTIONEERS

(Registration No. CK87/12616/23)

INSOLVENT ESTATE AUCTION: THREE-BEDROOMED HOME, WITBANK

Duly instructed by the Trustee in the insolvent estate **B. R. and P. A. Derfoldy**, Master's Reference T1087/96, we will sell on Friday, 1 November 1996 at 14:00, on site, 64 French Street, Witbank:

Three-bedroomed home, fitted kitchen, lounge, dining-room and garage being converted into flatlet. "Golden Oldie".

Terms: 20% (twenty per cent) deposit on the fall of the hammer, cash or bank cheques only. Balance within 30 days after confirmation. For further info contact Greg.

Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.

VENDITOR AFSLAERS

VEILING: EIENDOM

In opdrag van die Kurator van insolvente boedel **J. A. Small**, T2319/96, verkoop Venditor Afslaers ondervermelde boedelbate, onderhewig aan bekragtiging, per openbare veiling op 30 Oktober 1996 om 11:00: Hoewe 8, Vyfde Weg, Cloverdene.

Beskrywing: Hoewe 65, Van Ryn. SH. AH. Ext., groot 2,0235 ha.

Verbeterings: Drieslaapkamerwoning, rondawel, bediendekwartiere en stoor.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: (012) 76-2467. Sel: 0825589403.

MANNIE AUCTIONEERING COMPANY**INSOLVENT ESTATE J. S. AND G. PIETERSE, MASTER'S REFERENCE N96/96**

Duly instructed by the Trustee in the above-matter we will sell by public auction at 16 Namaqua Street, Leachville Extension 1, Brakpan, on Friday, 1 November 1996 at 10:30, comfortable three-bedroomed family home:

Certain Stand 940, measuring approximately 660 square metres, upon which is a house comprising tiled entrance/dining-room, carpeted lounge, open-plan kitchen, three bedrooms, bathroom and fenced.

Terms: 15% (fifteen per centum) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

On view Tuesdays and Thursdays from 18:00 to 19:00.

Mannie Auctioneering Company. Tel. (011) 334-3810/485-3228. Fax. (011) 334-1542/485-1947.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, ZEERUST op 15 November 1996 om 10:00 voor die Landdroskantoor te ZEERUST die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 23 ('n gedeelte van gedeelte 1) van die plaas KOPPIESKRAAL 73,
Registrasie Afdeling J.P., Provinsie Noordwes;
GROOT: 4,9415 hektaar

(2) Resterende gedeelte van gedeelte 67 ('n gedeelte van gedeelte 6) van die plaas SCHUINSDRIFT 75,
Registrasie Afdeling J.P., Provinsie Noordwes;
GROOT: 324,4104 hektaar

Eiendomme (1) en (2) blykens Akte van Transport T14785/1983

(3) Gedeelte 72 ('n gedeelte van Gedeelte 3) van die plaas SCHUINSDRIFT 75,
Registrasie Afdeling J.P., Provinsie Noordwes;
GROOT: 15,5090 hektaar

(4) Gedeelte 54 ('n gedeelte van Gedeelte 27) van die plaas SCHUINSDRIFT 75,
Registrasie Afdeling J.P., Provinsie Noordwes;
GROOT: 70,2109 hektaar

(5) Gedeelte 95 ('n gedeelte van Gedeelte 27) van die plaas SCHUINSDRIFT 75,
Registrasie Afdeling J.P., Provinsie Noordwes;
GROOT: 110,9078 hektaar

(Eiendomme (4) en (5) is gekoppel en word derhalwe gesamentlik verkoop)

(6) Gedeelte 52 ('n gedeelte van Gedeelte 27) van die plaas SCHUINSDRIFT 75,
Registrasie Afdeling J.P., Provinsie Noordwes;
GROOT: 178,4480 hektaar

(7) Gedeelte 87 ('n gedeelte van Gedeelte 27) van die plaas SCHUINSDRIFT 75,
Registrasie Afdeling J.P., Provinsie Noordwes;
GROOT: 110,9078 hektaar

(Eiendomme (6) en (7) is gekoppel en word derhalwe gesamentlik verkoop)

Eiendomme (3) tot (7) blykens Akte van Transport T53183/1995

in die naam van RENIER NICOLAAS JOHANNES STEFANUS SCHUTTE

Ligging van hierdie eiendomme:—

Eiendomme (1) tot (7) 27 km noord van Groot Marico

Gebue en verbetering wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) en (2) Woonhuis, dubbel motorhuis, buitekamers, tabakstoor, staalstoor, 4 arbeidershuise en melkstal. Veekerend omhein en verdeel in kampe. Verskeie boorgate, tenk en 2 gronddamme. Maricorivier. Eiendom (2) ressorteer onder die Marico Bosveld Staatswaterskema en 27,60 hektaar is daaronder ingelys. Dit word beweer dat waterbelasting ten bedrae van R3 159,54 plus rente verskuldig is ten opsigte van eiendom (2).

Eiendomme (3) Veekerend omhein en verdeel in kampe. Ressorteer onder die Marico Bosveld Staatswaterskema en 9,20 hektaar is daaronder ingelys. Dit word beweer dat waterbelasting ten bedrae van R1 053,18 plus rente verskuldig is.

Eiendomme (4) en (5) Woonhuis, stoor en arbeidershuis. Veekerend omhein en verdeel in kampe. 2 Boorgate en Maricorivier. Eiendom (4) ressorteer onder die Marico Bosveld Staatswaterskema en 12,90 hektaar is daaronder ingelys. Dit word beweer dat waterbelasting ten bedrae van R1 886,30 plus rente ten opsigte van eiendom (4) verskuldig is.

Eiendomme (6) en (7) Woonhuis, stoor en arbeidershuis. Veekerend omhein en verdeel in kampe. 2 Boorgate en Maricorivier. Eiendom (6) ressorteer onder die Marico Bosveld Staatswaterskema en 12,90 hektaar is daaronder ingelys. Dit word beweer dat R1 886,30 plus rente ten opsigte van eiendom (6) verskuldig is.

Die koper is verantwoordelik vir oorpasing van die waterregte op sy naam.

Die aandaag van 'n voornemende koper word daarop gevestig dat indien hy reeds grond besit of belang het in grond onder enige Staatswaterskema of Staatswaterbeheergebied, bevestiging van die betrokke Minister verkry moet word dat hy die waterregte sal kan bekom.

Voornemende kopers se aandaag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:-

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

Die eiendomme word verkoop onderworpe aan die Staat se beweerde eiendomsreg oor staande oeste wat op die eiendomme mag wees.

VERWYSINGSNOMMER: AJAB 02232 01G 13G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 17 Oktober 1996.

PHIL MINNAAR AFSLAERS

INSOLVENTE BOEDELVEILING VAN WATERRYKE BESPROEINGSPLAAS, 4-TORING AGRICO-SPILPUNT, 18 VOLSTRUISE EN NISSAN 4 X 4-BAKKIE: BLOEMPOORT, GROBLERSDAL

In opdrag van die Kurator in die insolvente boedel **W. J. van Schalkwyk**, Meestersverwysing T1979/96, verkoop ons die ondergenoemde eiendom en roerende bates per openbare veiling op Maandag, 28 Oktober 1996 om 11:00:

Ligging: Vanaf Groblersdal ry vir 2,6 km na Bronkhorstspruitpad. Draai links op die Bronkhorstspruitpad (R25) en ry vir 13,6 km. Draai regs met die Bloemportpad en ry vir 7,8 km (grondpad). Plaas aan linker- en regterkant. (Sien ons wegwysers.)

Beskrywing van eiendom:

1. Resterende Gedeelte van Gedeelte 20 ('n gedeelte van Gedeelte 3), groot 175,7025 ha.
2. Gedeelte 48 ('n gedeelte van Gedeelte 2), groot 61,6703 ha.
3. Gedeelte 56 ('n gedeelte van Gedeelte 2), groot 85,6532 ha.

Verbeterings: Drieslaapkamerplaashuis met drie-fase Eskomkrag. Die plaas bestaan uit 90 ha lande wat besproei word. Res van die lande is weiding. Daar is twee inlystings van 25,7 ha uit die Mosesrivier, drie boorgate en moederlyn (loop deur plaas).

Losbates: 18 Volstruise (ses mannetjies en 12 wyfies—m.a.w. ses tome). Viertoring Agrico-spilpunt. 1991 Nissan 4 x 4-bakkie.

Terme: Eiendom: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en die balans binne 45 dae na bekragtiging. Losbates: Streng kontant of bankgewaarborgde tjeks.

Besigtiging: Skakel mnr. Van Schalkwyk by (01202) 3790.

Navrae: Skakel ons kantore by (012) 343-3834 of 083-700-6293.

Reg word voorbehou om bates by te voeg of weg te laat.

Phil Minnaar Afslaers, Parkstraat 813 (Posbus 28265), Sunnyside, Pretoria, 0132. Tel. (012) 343-3834. Faks. (012) 343-2789.

PHIL MINNAAR AFSLAERS**INSOLVENTE BOEDELVEILING VAN NETJIESE EENSLEAPKAMERWOONSTEL: PRETORIA-NOORD**

In opdrag van die Kurator in die insolvente boedel **W. J. van Schalkwyk**, Meestersverwysing T1979/96, verkoop ons die ondergenoemde eiendom per openbare veiling op Maandag, 4 November 1996 om 11:00:

Plek van veiling: North Gardenswoonstelle 205, Rachel de Beerstraat 482, Pretoria-Noord.

Beskrywing van eiendom: Eenheid 10 van Skema SS North Gardens 79, bekend as North Gardenswoonstelle 205, Rachel de Beerstraat 482, Pretoria-Noord, Registrasieafdeling JR, Gauteng, groot 44 m².

Verbeterings: Hierdie woonstel bestaan uit 'n slaapkamer, badkamer, sit-/eetkamer, kombuis, matre en goeie sekuriteit.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en die balans binne 45 dae na bekragtiging.

Besigtiging: Skakel Susan van Wyk by werk (012) 546-2431 of huis 546-9099.

Navrae: Skakel ons kantore by (012) 343-3834 of 083-700-6293.

Phil Minnaar Afslaers, Parkstraat 813 (Posbus 28265), Sunnyside, Pretoria, 0132. Tel. (012) 343-3834. Faks. (012) 343-2789.

PHIL MINNAAR AFSLAERS**LIKWIDASIEVEILING VAN INGENIEURSMASJINERIE, STAAL DRAAIBANKE, SKUURMASJINE EN NOG VELE MEER: DASPOORT, PRETORIA**

In opdrag van die Likwidadeur van **Dobsett Engineering & Supplies BK**, in likwidasie, Meestersverwysing T2419/96, verkoop ons die ondergenoemde losbates per openbare veiling op Dinsdag, 5 November 1996 om 11:00:

Plek van veiling: Taljaardstraat 745, Daspoort, Pretoria.

Beskrywing van losbates: Erasia VB207-metaalbandsaag, King Rich-maler (kompleet), Colt 355 1 m-draaibank, skuurder 6 x 128, 20-ton hidrouliese pers, Rexon RDM200F-staanboor, Mullar TB 300-200 AC-DC-sweismasjien, twee stelle asseteleen sweistoerusting, handgereedskap, elektriese toerusting, Champion-skuurder, MK 2D-staaldraaibank (kompleet), CA625OB 1,5 m-draaibank, CD625OB 2 m-draaibank, Ilva-lugperspomp, magnetiese staanboor en skrootyster.

Terme: Streng kontant of bankgewaarborgde tjeks.

Afslaersnota: Die masjinerie is in 'n goeie werkende toestand.

Besigtiging: Skakel mnr. Hartzenberg by (012) 326-0102/3.

Navrae: Skakel ons kantore by (012) 343-3834 of 083-700-6293.

Reg word voorbehou om goedere by te voeg of weg te laat.

Phil Minnaar Afslaers, Parkstraat 813 (Posbus 28265), Sunnyside, Pretoria, 0132. Tel. (012) 343-3834. Faks. (012) 343-2789.

PHIL MINNAAR AUCTIONEERS**INSOLVENT ESTATE AUCTION OF NEAT FOUR-BEDROOMED DWELLING (PANHANDLE STAND): CHANTELE EXTENSION 8, AKASIA**

Duly instructed by the trustee in the insolvent estate **P. H. and L. C. Claassen**, Master's Ref. T730/96, we are selling the undermentioned property per public auction on Friday, 1 November 1996 at 11:00:

Venue: 25 Inkberry Avenue, Chantelle Extension 8, Akasia.

Description of property: Erf 1094, known as 25 Inkberry Avenue, Chantelle Extension 8, Akasia, Registration Division JR, Gauteng, measuring 1 383 m².

Improvements: This pitched/tiled roof dwelling consists of four bedrooms, two bathrooms, entrance hall, lounge/dining-room, kitchen, carpets, tiles, burglar proof, servant's room with toilet, single lock-up garage, established garden and property is walled-in.

Terms: 10% (ten per cent) deposit in cash or bank-guaranteed cheque and balance within 45 days after approval.

Auctioneer's commission: A percentage is payable by the purchaser as well as VAT thereon.

Viewing: Daily.

Enquiries: Contact our offices at (012) 343-3834 or 083-700-6293.

Phil Minnaar Auctioneers CC, 813 Park Street, Sunnyside, 0002; P.O. Box 28265, Sunnyside, 0132. Tel. (012) 343-3834. Fax. (012) 343-2789.

AUCTRADE AFSLAERS**INSOLVENTE BOEDELVEILING VAN 'N DRIESLAAPKAMERWONING GELEË TE ORCHARDS, AKASIA**

In opdrag van die Kurator in die insolvente boedel van **H. J. en J. M. Botha**, Meestersverwysing T1919/96, verkoop ons die ondervermelde eiendom per openbare veiling ter plaatse op Donderdag, 31 Oktober 1996 om 11:00, te Mopanstraat 26, Orchards, Akasia:

Eiendom: Gedeelte 13 van Erf 73, Orchards, ook bekend as Mopanstraat 26, Orchards, groot 962 vierkante meter.

Verbeterings: Woning bestaande uit sitkamer, eetkamer, kombuis, opwasarea, drie slaapkamers, twee badkamers, dubbel-motorhuis, swembad en lapa. Woning het volvloermatte.

Verkoopvoorwaardes: 'n Deposito van 10% (tien persent) van die koopprijs in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Die verkoping is onderhewig aan bekragtiging. Waarborgte ter versekering van die balans van die koopprijs moet voorsien word binne 30 dae na bekragtiging van die verkoping.

Afslasnota: Die woning is naby 'n winkelsentrum en Rosslyn geleë.

Besigtiging/besonderhede: Besigtiging daagliks tussen 08:00 en 18:00 of skakel die Afslaer by (012) 87-2346 of 082-5548-617.

Rigtingwyser: Draai by Orchardswinkelsentrum in Gardenstraat, draai regs in Mispelstraat en links in Mopanstraat.

Auctrade Afslasers, Posbus 30124, Sunnyside, Pretoria, 0132. Tel. (012) 87-2346. Sel: 082-5548-617.

PARK VILLAGE AUCTIONS**JOINT INSOLVENT ESTATE: D. M. AND M. J. MULLER, MASTER'S REFERENCE T1999/96**

Duly instructed by the Estate's Trustee, we will offer for sale by way of public auction, on site, at 57 10th Avenue, Welgedacht, Springs District, Gauteng, on Monday, 28 October 1996, commencing at 10:30, a residential dwelling.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax. (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: H. M. RAUTENBACH, MASTER'S REFERENCE T2281/96**

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, on site, at 45 Toon van den Heever Street, Randhart, Alberton District, Gauteng, on Thursday, 31 October 1996, commencing at 10:30, a residential dwelling.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax. (011) 789-4369.

PARK VILLAGE AUCTIONS**INSOLVENT ESTATE: R. G. JOUBERT, MASTER'S REFERENCE T1834/96**

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, on site, at 5 Contour Road, corner of Glen Street, Kenmare, Krugersdorp District, Gauteng, on Tuesday, 29 October 1996, commencing at 10:30, a residential dwelling.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax. (011) 789-4369.

PARK VILLAGE AUCTIONS**JOINT INSOLVENT ESTATE: J. C. AND J. H. L. KEULDER, MASTER'S REFERENCE T1911/96**

Duly instructed by this Joint Estate's Trustee, we will offer for sale by way of public auction, on site, at 9 Chris Street, Kloofendal Extension 3, Roodepoort District, Gauteng, on Wednesday, 30 October 1996, commencing at 10:30, a residential dwelling.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax. (011) 789-4369.

JAAP VAN DEVENTER AFSLAERS**PUBLIEKE VEILING**

BEHOORLIK DAARTOE GEMAGTIG DEUR DIE KURATOR IN DIE INSOLVENTE BOEDEL VAN S. N. A. HISCOCK WORD
DIE ONDERVERMELDE EIENDOM AANGEBIED OP 6 NOVEMBER 1996 OM 11:00

Eiendom: Erf 1741, Middelburg, beter bekend as Duikerstraat 27, Middelburg.

Verbeterings: Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis met aparte opwasarea, enkelgeriewe, enkelmotorhuis en bediende kwartiere.

Afslersnota: 'n Netjiese huisie geleë in die sentrale dorpsgebied naby winkels en skole.

Voorwaardes van koop: 15% (vyftien persent) deposito op datum van veiling en die balans per bank- of bougenootskapwaarborg binne 30 (dertig) dae na datum van veiling. Rente op die uitstaande balans sal gehef word teen heersende bougenootskapskoerse.

Vir meer besonderhede kontak Hercules Campher (013) 282-4722 (kantoorure), of 243-3353 (na-ure) (HH60.)

BON ACCORD AUCTIONEERS**INSOLVENT ESTATE AUCTION****TOWN HOUSE, KELVIN**

Duly instructed by the Trustee in the matter of insolvent estate **J. A. Marais**, Master's Ref. T1390/96, we will offer for sale by public auction to the highest bidder without reserve, subject to a (10) ten day confirmation period, the following property, on site, Thursday, 31 October 1996 at 11:00:

Portion 3 of Erf 50, Kelvin, situated at Plovers Meadow, 3 Meadow Street, Kelvin, Johannesburg.

VAN'S AFSLAERS**VEILING: EIENDOM**

In opdrag van die Kurators van insolvente boedel **D. F. en E. E. van Niekerk**, T2383/96, en **J. le R. de Vries**, T438/96, verkoop Van's Afslers ondervermelde boedelbates, onderhewig aan bekragtiging, per openbare veiling op 28 Oktober 1996 om 11:00, te Andrestraat 235, Tileba, en om 12:00 te Vaandragerstraat 247, Tileba, Pretoria.

Beskrywing: Erwe 78 en 159, Tileba, Pretoria, respektiewelik, groot 1 286 m² en 1 110 m².

Verbeterings: Drieslaapkamerwonings.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: (012) 335-2974.

VAN'S AFSLAERS**OPENBARE VEILING**

In opdrag van die Kurator/Likwidadeur/Eksekuur van insolvente boedels of boedels wyle **W. I. Vinnicombe**, T1403/96, **M. du Plessis**, T1667/96, **D. R. and B. B. Howard**, T1791/96, **J. G. Liddell**, T276/96, **C. en A. Nieuwenhuize**, T2546/96, **M. R. M. Manson**, T1649/96, **L. C. Leach**, 13705/96, **E. Goakes**, 2705/96, en **CWS Interior Design (Edms.) Bpk.**, in likwidasië, T786/96, word ondervermelde, per openbare veiling verkoop op 31 Oktober 1996, 10:00, te Van's Afslers, Booyensstraat 521, Gezina:

Beskrywing: Tyddeel, Jojoba belang, voertuie, meubels, toerusting, breekware ens.

Betaling: Kontant of gewaarborgde tjeks.

Inligting: Van's Afslers (012) 335-2974.

ORANGE FREE STATE ORANJE-VRYSTAAT

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, HARRISMITH op 15 November 1996 om 10:00 voor die Landdroskantoor te WARDEN die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die restant van die plaas CORNELISRIVIER 1710, distrik Harrismith
GROOT: 459,7384 hektaar

(2) Die restant van onderverdeling 1 (OUERSGIF) van die plaas CORNELISRIVIER
1710, distrik Harrismith
GROOT: 153,2817 hektaar

Eiendomme (1) en (2) blykens Akte van Transport T7407/1991
in die naam van LOUIS WILHELM DE JAGER NAUDE

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—
20 km wesnoordwes van Warden

Geboue en verbetering wat beweer word om op die eiendomme te bestaan is:—

Woonhuis, 2 store, rondawel, motorhuis en buitegeboue. 6 Boorgate, 8 sementdamme en 26 suipkrippe. Cornelisrivier.
Veekerend omhein en verdeel in kampe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

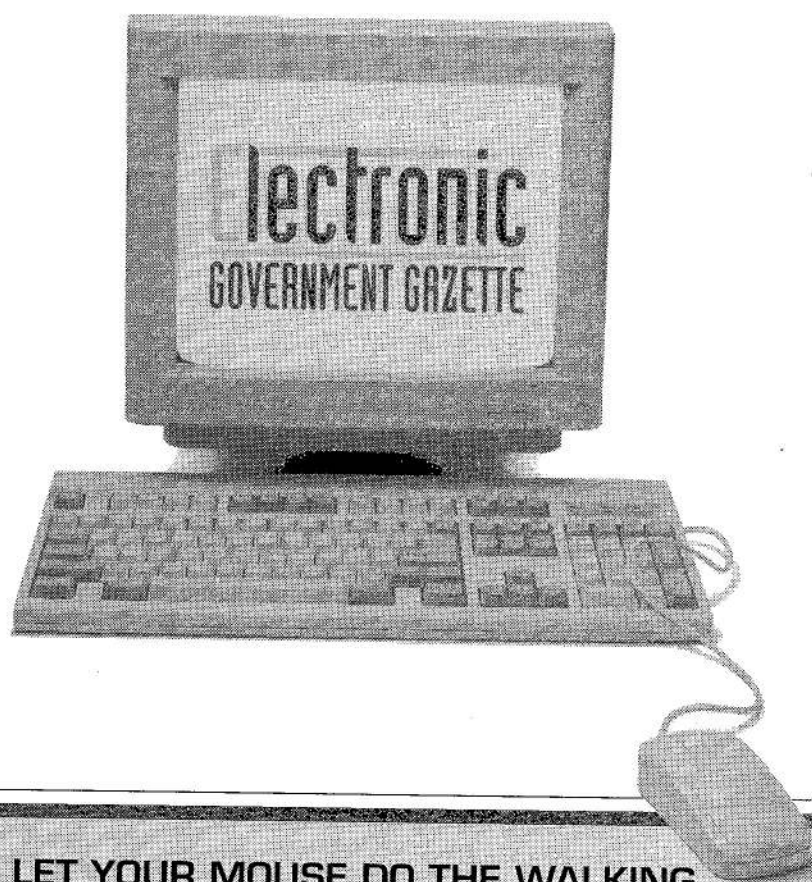
Die saldo van die koopsom, plus 17% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BAAF 04343 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 14 Oktober 1996.



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Gooi rommel waar dit hoort

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