

REPUBLIC
OF
SOUTH AFRICA



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Government Gazette Staatskoerant

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JANUARIE 1996

No. 16929

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 com- pany, 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
<i>(Closing date for acceptance is two weeks prior to date of publication.)</i>	
ORDERS OF THE COURT:	
Provisional and final liquidations or sequestrations	82,20
Reductions or changes in capital, mergers, offer of compromise	218,80
Judicial managements, <i>curator bonus</i> and similar and extensive rules <i>nisi</i>	218,80
Extension of return date	27,60
Supersessions and discharge of petitions (J 158)	27,60
SALES IN EXECUTIONS AND OTHER PUBLIC SALES:	
Sales in execution	125,80
Public auctions, sales and tenders:	
Up to 75 words	38,40
76 to 250 words	98,50
251 to 350 words (more than 350 words—calculate in accordance with word count table)	158,70

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

(INWERKINGTREDING: 1 MEI 1995)

LYS VAN VASTE TARIEWE

<i>Gestandaardiseerde kennisgewings</i>	<i>Tarief per plasing</i>
	R
BESIGHEIDSKENNISGEWINGS	32,70
BOEDELWETTEKENNISGEWINGS: Vorms J 297, J 295, J 193 en J 187	13,80
INSOLVENSIEWET- EN 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 likwidaties, 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 likwidaties	218,80
ORDERS VAN DIE HOF:	
Voorlopige en finale likwidaties of sekwestrasies	82,20
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking	218,80
Geregtelike besture, <i>curator bonis</i> en soortgelyke en uitgebreide bevels <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 kople	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 veranderinge 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 ONGEKANSELLEERDE 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 uncanceled 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 kansellasië 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:

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

Late notices will be published in the subsequent issue, if under special circumstances, a late notice is being accepted, a double tariff will be charged

The copy for a SEPARATE *Government Gazette* must be handed in not later than three calendar weeks before date of publication

BELANGRIKE AANKONDIGING

Sluitingstye **VOOR VAKANSIEDAE** vir WETLIKE KENNISGEWINGS GOEWERMENSKENNISGEWINGS 1996

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

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

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

Wanneer 'n APARTE *Staatskoerant* verlang word moet die kople 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. 95/1586
P.H. 104

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

In the matter between **THE STANDARD BANK OF S.A. LTD**, Execution Creditor, and **MOUYIS, ANDREW**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office, Germiston North on the **8 February, 1996 at 10:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Germiston North, 4th Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain Erf 1731, situated in the Township of Bedfordview Extension 299, Registration Division I.R., Transvaal; being 15 Midlane Way, Bedfordview Extension 299, Germiston, measuring 1 923 (one thousand nine hundred and twenty-three) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single/double storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, study, laundry/scullery, pantry/cool room, 4 bedrooms, 3 bathrooms with outbuildings with similar construction comprising of 3 garages, 2 servant's rooms, toilet, bathroom, laundry, patios and swimming pool.

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000,00 (six thousand rand), minimum charges R200,00 (two hundred rand).

Dated at Johannesburg this 5th day of January, 1995.

Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1013.)

Case No. 95/8298
P.H. 104

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

In the matter between **THE STANDARD BANK OF S.A. LTD**, Execution Creditor, and **KHONOTHI, MATEBESI FRANS**, 1st Execution Debtor, **KHONOTHI, CECILIA DEKELEDI**, 2nd Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg on the **8 February, 1996 at 10:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg West, 32 Von Brandis Street, Johannesburg prior to the sale:

Certain Erf 3472, situated in the Township of Moroka, Registration Division I.Q., Transvaal; being 3472 Moroka, Johannesburg, measuring 196 (one 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 tiled roof, comprising kitchen, lounge/dining room, 2 bedrooms, 1 bathroom.

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000,00 (six thousand rand), minimum charges R200,00 (two hundred rand).

Dated at Johannesburg this 4 January 1996.

S. A. Simpson, for Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/tp/K270.)

Case No. 18986/95
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **HAJIE, ELLEN MOSOLWA**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg at **10:00 on Thursday, 8 February 1996**, of the undermentioned property of the Defendant on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain unit comprising Sections 18 and 50 and their undivided shares in the common property in the Saratoga Gardens Sectional Title Scheme, area 83 (eighty-three) and 11 (eleven) square metres respectively, situation 304 Saratoga Gardens, 11 Saratoga Avenue, Berea.

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

Terms: 10% of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% on the proceeds of the sale up to a price of R20 000 and thereafter 3%, with a maximum fee of R6 000 and a minimum of R100 and all prospective purchases are required prior to the sale to pay to the Sheriff a registration deposit of R2 000 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on 5 January 1996.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ693.)

Saak No. 12627/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS BANK BEPERK**, Eiser, en **DIE TRUSTEES VAN TYD TOT TYD VAN DIE ABRAHAM TRUST NR T2275/93**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 4 Augustus 1995 uitgereik deur bogenelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria Oos te Fehrslaan-sentrum, Strubenstraat 130B, Pretoria, aan die hoogste bieder op **14 Februarie 1996 om 10:00**:

Erf 82, geleë in die dorpsgebied Lynnwood Ridge, Registrasie Afdeling JR, provinsie Gauteng, groot 1 506 (eenduisend vyfhonderd-en-ses) vierkante meter, beter bekend as Beechstraat 186, Lynnwood Ridge.

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Enkelverdieping woonhuis met matte, teëls, sitkamer, eetkamer, studeerkamer, kombuis, 4 slaapkamers, 2 badkamers, dubbelgarage, 2 storte, swembad en playeisel, buitegeboue.

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

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

Geteken te Pretoria op hierdie 5 Januarie 1996.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Vloer, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR48006.)

Saak No. 7410/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK** (Registrasienommer 05/01225/06), Eiser, en **DOUGLAS WILLIAM ELLERBECK**, 1ste Verweerder, **CORNELIA FRANCINA ELLERBECK**, 2de Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 3 Oktober 1995 sal hierdie ondervermelde eiendom geregteelik verkoop word op **9 Februarie 1996 om 10:00** te die verkoopslokaal van die Balju, Progresslaan 182, Technikon, Roodepoort, aan die persoon wat die hoogste aanbod maak, nl.:

Erf 314, Allen's Nek Uitbreiding 4 Dorpsgebied, Registrasie Afdeling I.Q., provinsie Gauteng, groot 936 (negehonderd ses-en-dertig) vierkante meter gehou kragtens T2828/1995 bekend as Mahemlaan 1012, Allen's Nek Uitbreiding 4, Roodepoort.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie: Teëldak woonhuis bestaande uit: Oopplan sit/eetkamer, studeerkamer, badkamers (1); slaapkamers (3); gang; kombuis.

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

Gedateer te Roodepoort hierdie 3de dag van Januarie 1996.

Herman van der Merwe & Dunbar, Dieperinkstraat 11, Roodepoort. (Tel. 760-1645/6.) (Verw. mev. le Roux/50516.)

Saak No. 969/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS BANK BEPERK**, Eiser, en **JOHANNES ANTONIE KRUGER**, 1ste Verw,
SUZANNA CHRISTINA KRUGER, 2de Verw

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

Eiendom: Erf 730, Noordheuwel X4 Dorpsgebied, Reg Afd I.Q., Transvaal.

Ligging: Bruynstraat 21, Noordheuwel X4, Krugersdorp, in eksekusie verkoop op **7 Februarie 1996 om 10:00** deur die Balju by sy kantoor te Klarn Hof, Ockersesstraat 22B, Krugersdorp.

Verkoopsvoorwaardes: Die verkoping is voetstoots aan die hoogste bieder onderhewig aan die Landdroshofwet, verkoopsvoorwaardes en 'n 10% deposito word vereis.

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

Saak No. 8689/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS BANK BEPERK**, Eiser, en **HENDRINA MAGRIETA EVENS**, Verweerder

Kragtens 'n vonnis en 'n Lasbrief vir Eksekusie word die eiendom, nl:

Eiendom: Gedeelte 1 van Erf 404 Luipaardsvlei Dorpsgebied, Reg Afd I.Q., Die Provinsie van Pretoria-Witwatersrand-Vereeniging.

Ligging: Sivewrightstraat 80, Luipaardsvlei, in eksekusie verkoop op **7 Februarie 1996 om 10:00** deur die Balju by sy kantoor te Klarn Hof, Ockersesstraat 22B, Krugersdorp.

Verkoopsvoorwaardes: Die verkoping is voetstoots aan die hoogste bieder onderhewig aan die Landdroshofwet, verkoopsvoorwaardes en 'n 10% deposito word vereis.

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

Saak No. 7585/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS BANK BEPERK**, Eiser, en **GALEBOE PAUL LETSHABO**, Verweerder

Kragtens 'n vonnis en 'n Lasbrief vir Eksekusie word die eiendom, nl:

Eiendom: Alle reg, titel en belang in en tot die Huurpag ten aansien van Erf 11097, Kagiso X6 Dorpsgebied, Reg Afd I.Q., Transvaal, groot 299 (twee honderd nege-en-negentig) vierkante meters.

Ligging: Vaalstraat 11097, Kagiso X6, Krugersdorp, in eksekusie verkoop op **14 Februarie 1996 om 10:00** deur die Balju by sy kantoor te Klarn Hof, Ockersesstraat 22B, Krugersdorp.

Verkoopsvoorwaardes: Die verkoping is voetstoots aan die hoogste bieder onderhewig aan die Landdroshofwet, verkoopsvoorwaardes en 'n 10% deposito word vereis.

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

Saak No. 8506/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS BANK BEPERK**, Eiser, en **WISEMAN SIPHO MABIZELA**, Verweerder

Kragtens 'n vonnis en 'n Lasbrief vir Eksekusie word die eiendom, nl:

Eiendom: Alle reg, titel en belang in en tot die Huurpag ten aansien van Erf 11459, Kagiso X 6 Dorpsgebied, Reg Afd I.Q., Transvaal.

Ligging: Violet Crescent 11459, Kagiso X 6, Krugersdorp, in eksekusie verkoop op **7 Februarie 1996 om 10:00** deur die Balju by sy kantoor te Klarn Hof, Ockersesstraat 22B, Krugersdorp.

Verkoopsvoorwaardes: Die verkoping is voetstoots aan die hoogste bieder onderhewig aan die Landdroshofwet, verkoopsvoorwaardes en 'n 10% deposito word vereis.

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

Saak No. 8337/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS BANK BEPERK**, Eiser, en **NGHEZIMANI NORMAN MATHEBULA**, Verweerder

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

Eiendom: Alle reg, titel en belang in en tot die Huurpag ten aansien van Gedeelte 186 van Erf 15049, Kagiso X6 Dorpsgebied, Reg Afd I.Q., Transvaal.

Ligging: Gedeelte 186 van Erf 15049, Kagiso X6, Krugersdorp, in eksekusie verkoop op **7 Februarie 1996 om 10:00** deur die Balju by sy kantoor te Klarn Hof, Ockersesstraat 22B, Krugersdorp.

Verkoopsvoorwaardes: Die verkoping is voetstoots aan die hoogste bieder onderhewig aan die Landdroshofwet, verkoopsvoorwaardes en 'n 10% deposito word vereis.

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

Saak No. 3764/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA BANK BEPERK**, handelende as **UNITED BANK**, Eiser, en **JOHN HENRY DAVIS**, 1ste Verweerder, en **MARIA ISABELLA DAVIS**, 2de Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en lasbrief vir eksekusie gedateer 13 Desember 1995 sal die eiendom hieronder genoem verkoop word in eksekusie op **1 Februarie 1996 om 09:30** by die perseel, synde Wolwespruitstraat 35, Secunda, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers met toilet, motorhuis, betonomheining.

Eiendom: Erf 4440, Secunda Uitbreiding 9, Registrasie Afdeling I.S., Mpumalanga Provinsie; groot 969 (negehoonderd nege en sestig) vierkante meter, gehou kragtens Akte van Transport T34486/1991, geleë te Wolwespruitstraat 35, Secunda.

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

Die belangrikste voorwaardes daarin vervat is:

Dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op 4 Januarie 1996.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, 1ste Vloer, Unitedgebou, Posbus 48, Secunda, 2302. (Verwys: JACOBS/emcd/A.1314.)

Saak No. 1823/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA BANK BEPERK**, handelende as **UNITED BANK**, Eiser, en **FERDIE THEO PRETORIUS**, Verweerder

In opvolging van 'n vonnis toegestaan in die Landdroshof van Evander en lasbrief vir eksekusie gedateer 14 Desember 1995 sal die eiendom hieronder genoem verkoop word in eksekusie op **1 Februarie 1996 om 09:00** by die perseel, synde Letabastraat 10, Secunda, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer, kombuis, vier slaapkamers, twee badkamers met twee toilette, dubbele motorhuis, betonomheining.

Eiendom: Erf 3416, Secunda Uitbreiding 7, Registrasie Afdeling I.S., Mpumalanga Provinsie; groot 1 218 (eenduisend tweehonderd en agtien) vierkante meter, gehou kragtens Akte van Transport T7098/1986, geleë te Letabastraat 10, Secunda.

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

Die belangrikste voorwaardes daarin vervat is:

Dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op 4 Januarie 1996.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, 1ste Vloer, Unitedgebou, Posbus 48, Secunda, 2302. (Verwys: JACOBS/emcd/A.1126.)

Saak No. 3530/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **ABSA BANK BEPERK**, handelende as **Allied Bank**, Eiser, en **SELLO JOSEPH MAHLOPHE**, 1ste Verweerder, en **MAMOKETE ANNAH MAHLOPHE**, 2de Verweerder

In opvolging van 'n Vonnis toegestaan in die Landdroshof van Evander en Lasbrief vir Eksekusie gedateer 23 November 1995 sal die eiendom hieronder genoem verkoop word in eksekusie op **7 Februarie 1996 om 12:00** by die Balju se Kantore, Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet, motorhuis, omheining.

Eiendom: Erf 2974 Embalenhle Uitbreiding 4, Registrasie Afdeling I.S., Transvaal, groot 508 (vyfhoonderd-en-agt) vierkante meter, gehou kragtens Akte van Transport T3201/1995, geleë te Thalobodibastraat 2974, Embalenhle.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping welke voorwaardes geïnspekteer kan word by die kantore van die Balju, Evander. Die belangrikste voorwaardes daarin vervat is: Dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op 5 Januarie 1996.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, 1ste Vloer, Unitedgebou, Posbus 48, Secunda, 2302. (Verwys: JACOBS/emcd/A.1288.)

Saak No. 3765/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In saak tussen **ABSA BANK BEPERK**, handelende as **United Bank**, Eiser, en **MOLISANA ISHMAEL MONKOE**, 1ste Verweerder, en **PULANE AGNES MONKOE**, 2de Verweerder

In opvolging van 'n Vonnis toegestaan in die Landdroshof van Evander en Lasbrief vir Eksekusie gedateer 12 Desember 1995 sal die eiendom hieronder genoem verkoop word in eksekusie op **7 Februarie 1996 om 12:00** by die Balju se Kantore, Evander, aan die hoogste bieder vir kontant, naamlik:

Eiendomsbeskrywing: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet, motorafgak, betonomheining.

Eiendom: Erf 2811 Embalenhle Uitbreiding 4, Registrasie Afdeling I.S., Transvaal; groot 413 (vierhonderd-en-dertien) vierkante meter; gehou kragtens Akte van Transport TL50248/1988, geleë te Mangobestraat 38, Embalenhle.

Bogemelde eiendom is die eiendom van die Verweerder en die voorwaardes sal uitgelees word ten tye van die verkoping welke voorwaardes geïnspekteer kan word by die kantore van die Balju, Evander. Die belangrikste voorwaardes daarin vervat is: Dat die eiendom verkoop sal word aan die hoogste bieder vir kontant.

Gedateer te Secunda op 5 Januarie 1996.

J. Jacobs, vir Cronje, De Waal & Van der Merwe, 1ste Vloer, Unitedgebou, Posbus 48, Secunda, 2302. (Verwys: JACOBS/emcd/A.1260.)

Case No. 18279/95
PH388

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **DIBE: THAMAE PATRICK**, First Defendant, and **DIBE: BERNADEDA MAPEKENENE**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg at **10:00 on Thursday 8 February 1996**, of the undermentioned property of the Defendants on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 13929, Orlando West Township, Registration Division I.Q., Province of Pretoria-Witwatersrand-Vereeniging, area 281 (two hundred and eighty-one) square metres, situation 13929 Sentsho Street, Orlando West.

Improvements (not guaranteed): "A house under tile roof consisting of 3 bedrooms, bathroom, kitchen and lounge."

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

Dated at Johannesburg on 4 January 1996.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Ref: ForeclosuresZ672.) (Tel: 331-8535.)

Case No. 26391/94

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **MOOS: ABDULLAH**, 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, 182 Progress Road, Technikon, Roodepoort, at **10:00 on Friday, 9 February 1996**, of the undermentioned property of the Defendant on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 1062, Lindhaven Extension 4 Township, Registration Division I.Q., Transvaal area 794 (seven hundred and ninety four) square metres, situation 350 Pierre Simond Avenue, Lindhaven Ext E, Roodepoort.

Improvements (not guaranteed): "A house under tiled roof consisting of 3 bedrooms, bathroom, kitchen, lounge, dining-room, garage with brick walls around property."

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

Dated at Johannesburg on 4 January 1996.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ174.)

Case No. 3884/95

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 **JOHAN ABRAHAM LE GRANGE**, First Defendant, **JOHANNA HELENA PETRONELLA LE GRANGE**, Second Defendant

In pursuance of a Judgment in the Court for the Magistrate of Benoni on 25 August 1995 and a Warrant of Execution issued pursuant thereto, the property listed hereunder will be sold in Execution and by Public Auction on **13 February 1996 at 10:00**, at the property namely:

Certain Erf 3953, Northmead Extension 2 Township, situated at 67 3rd Avenue, the Township of Northmead Extension 2, district of Benoni, Measuring 954 (nine hundred and fifty-four) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, comprising an entrance hall, lounge, diningroom, sunroom, three bedrooms, two bathrooms, one w/c, kitchen, servants room and a w/c with a shower.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court and/or at the offices of Property Mart, 244 Louis Botha Avenue, Pogir Bastion Insurance House, 1st Floor, Orange Grove.

Dated at Boksburg on this 3rd day of January 1996.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, c/o Hammond, Pole & Dixon Inc., 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Teixeira/U00510.)

Case No. 9993/95

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

In the matter between **ABSA BANK LTD (UNITED BANK DIVISION)**, Plaintiff, and **JEREMIA CORNELIUS VENTER**, First Defendant, **SANET VENTER**, Second Defendant

In pursuance of a Judgment in the Court for the Magistrate of Boksburg on the 2nd November 1995 and a Warrant of Execution issued pursuant thereto the property listed hereunder will be sold in Execution and by Public Auction on **15th February 1996 at 10:00 a.m.**, at the property namely:

Certain Erf 204, Van Dykpark Township, situated at 14 Boabab Street, the Township of Van Dykpark, district of Boksburg, Measuring 763 (seven hundred and sixty-three) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, comprising an entrance hall, lounge, diningroom, kitchen, three bedrooms, w/c, bathroom, garage, staffroom and a w/c.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court and/or at the offices of Property Mart, 244 Louis Botha Avenue, Pogir Bastion Insurance House, 1st Floor, Orange Grove.

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

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Teixeira/U00534.)

Case No. 10062/92

P.H. 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **THE STANDARD BANK OF S.A. LTD**, Execution Creditor, and **MDUNYELWA ELIAS**, 1st Execution Debtor, and **MTSHALI EMILY JABULILE**, 2nd Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office at 40 Park Street, Randfontein on the **9 February, 1996 at 10:00** of the undermentioned property of the Defendants on the conditions which will lie for inspection at 40 Park Street, Randfontein, prior to the sale:

Certain: All right title and interest in the Leasehold in respect of Site 4804 situated in the Township of Mohlakeng Extension 3, Registration Division I.Q., Transvaal; being 4804 Mohlakeng Extension 3, Randfontein, measuring 259 (two hundred and fifty-nine) square metres.

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

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000,00 (six thousand rand), minimum charges R200,00 (two hundred rand).

Dated at Johannesburg this 4th day of January, 1996.

Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M289.)

Case No. 30864/93

P.H. 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **THE STANDARD BANK OF S.A. LTD**, Execution Creditor, and **VAN RENSBURG, EUGENE ANDRE**, 1st Execution Debtor, **VAN RENSBURG, RENE**, 2nd Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office, Kempton Park, on the **8 February, 1996 at 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 869, situated in the Township of Birch Acres Extension 3, Registration Division I.R., Transvaal; being 25 Krombek Road, Birch Acres Extension 3, Kempton Park, measuring 1 086 (one thousand 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 metal roof, comprising kitchen, lounge/dining room, family room, study, 3 bedrooms, 2 bathrooms with outbuildings with similar construction comprising of 2 garages, servant's room, bathroom and a swimming pool.

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000,00 (six thousand rand), minimum charges R200,00 (two hundred rand).

Dated at Johannesburg this 4th day of January, 1996.

S. A. Simpson, for Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/VA.148.)

Case No. 21335/95
P.H. 104

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

In the matter between **THE STANDARD BANK OF S.A. LTD**, Execution Creditor, and **MBATHA, VELAPHI WELCOME**,
1st Execution Debtor, **MBATHA, LIMAKATSO MARGARET**, 2nd Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on the **8 February, 1996 at 10:00** of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Soweto East, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 2195, situated in the Township of Dube, Registration Division I.Q., Transvaal; being 2195 Mahalefela Street, Dube Village, Soweto, 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 iron roof, comprising kitchen, lounge/dining room, 2 bedrooms, 1 bathroom with outbuildings with similar construction comprising of carport, servant's room, toilet and storeroom.

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000,00 (six thousand rand), minimum charges R200,00 (two hundred rand).

Dated at Johannesburg this 3 January 1996.

Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1256.)

Case No 95/22479
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 **FOUTZITZOGLOU, DIMITRIOS**,
Execution Debtor

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

Certain Erf 350, situated in the Township of Kenilworth, Registration Division I.R. Transvaal; being 182, De Villiers Street, Kenilworth, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining room, scullery, 2 bedrooms, 1 bathroom with outbuildings with similar construction comprising of a garage, 2 carports, 1 servant's room, a toilet, a bathroom, a laundry and a work area.

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000,00 (six thousand rand), minimum charges R200,00 (two hundred rand).

Dated at Johannesburg this 3 January 1996.

S.A. Simpson, for Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/F.147.)

Case No 95/20614
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 **LEIBBRANDT, RICHARD JOHN**,
1st Execution Debtor, **LEIBBRANDT, MICHELLE**, 2nd Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office, Kempton Park on the **8 February, 1996 at 10:00** of the under-mentioned 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 1334, situated in the Township of Birch Acres Extension 3, Registration Division I.R., Transvaal; being 25 Swartpiek Street, Birch Acres Extension 3, Kempton Park, measuring 950 (nine hundred and fifty) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, study, 3 bedrooms, 2 bathrooms with outbuildings with similar construction comprising of a garage and a toilet.

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000,00 (six thousand rand) minimum charges R200,00 (two hundred rand).

Dated at Johannesburg this 3rd day of January, 1995.

S.A. Simpson, for Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/L327.)

Case No 95/8629
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 **RADEBE, MXOLISI JOSEPH**,
Execution Debtor

In execution of a judgement of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office, Springs on the **9 February, 1996 at 11:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56, 12th Street, Springs, prior to the sale:

Certain Erf 10475, situated in the Township of Kwa-Thema, Registration Division I.R., Transvaal; being 10475, Madikana Street, Kwa-Thema, 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, 3 bedrooms, 1 bathroom with outbuildings with similar construction comprising of a garage.

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000,00 (six thousand rand) minimum charges R200,00 (two hundred rand).

Dated at Johannesburg this 3rd day of January, 1996.

S. A. Simpson, for Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/R.253.)

Case No. 972/1995

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

In the matter between **UNITED BANK (A DIVISION OF ABSA BANK LTD)**, Plaintiff/Execution Creditor, and **CLAUDE MOSES MKHUMBUZA**, 1st Def/Exe Debtor, **LAVINIAH PATIENCE MKHUMBUZA**, 2nd Def/Exe Debtor

In pursuance of a Judgment in the Court of the Magistrate of Springs dated the 6th of March 1995 and a writ of execution issued pursuant to this judgement, the following will be sold in execution without reserve to the highest bidder on the **16th of February 1996 at 15:00** at: The Offices of: The Sheriff, Magistrate's Court, 66 Fourth Street, Springs:

Certain Erf 10612, Kwa Thema Township, Registration Division I.R., Transvaal, measuring 294 (two hundred and ninety-four) square metres, held by the Defendants under Deed of Transfer no T L 31462/1985.

Improvements: The following improvements on the property are reported although in this respect nothing is guaranteed: Main buildings: Plastered walls with tile roof consisting of 3 bedrooms, lounge, diningroom, bathroom, toilet, kitchen. Outbuildings: Garage.

1. *Terms:*

The purchase price shall be paid as to 10% (ten per centum) thereof on the date of the sale and the unpaid balance shall be paid or secured by an acceptable bank or building society guarantee, to be delivered by the Purchaser to the Execution Creditor's Attorneys, within 14 (fourteen) days of date of the said sale.

2. *Conditions of sale:*

The full conditions of sale may be inspected prior to the date of sale at the Office of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs.

Dated at Springs this 21st day of December 1995.

A. F. Jansen, for Bennett, McNaughton and Jansen, Plaintiff's Attorneys, Prudentia Building, 65 Fifth Street, Springs. (Tel. 812-1525.)

Case No. 7024/1991

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

In the matter between **UNITED BANK LIMITED**, Plaintiff/Exe Creditor, and **DEVASAGAYAM REDDY**, 1st Def/Execution Debtor, **SAROGENI REDDY**, 2nd Def/Exe Debtor

In pursuance of a Judgment in the Court of the Magistrate of Springs dated the 22nd of August 1991 and a writ of execution issued pursuant to this judgment, the following will be sold in execution without reserve to the highest bidder on the **16th of February 1996 at 15:00** at: The Offices of: The Sheriff, Magistrate's Court, 66 Fourth Street, Springs:

Certain Erf 665 Bakerton Extension 4 Township, Registration Division I.R., Transvaal, measuring 828 (eight hundred and twenty-eight) square metres, held by the Defendants under Deed of Transfer no T 36180/1986.

Improvements: The following improvements on the property are reported although in this respect nothing is guaranteed: Main buildings: Brick building under tile roof consisting of lounge, diningroom, 3 bedrooms, kitchen, scullery, shower and toilet, bathroom and toilet. Outbuildings: Wire fencing, paving, carport, walls.

1. *Terms:*

The purchase price shall be paid as to 10% (ten per centum) thereof on the date of the sale and the unpaid balance shall be paid or secured by an acceptable bank or building society guarantee, to be delivered by the Purchaser to the Execution Creditor's Attorneys, within 14 (fourteen) days of date of the said sale.

2. *Conditions of sale:*

The full conditions of sale may be inspected prior to the date of sale at the Office of the Sheriff, Magistrate's Court, 66 Fourth Street, Springs.

Dated at Springs this 21st day of December 1995.

A. F. Jansen, for Bennett, McNaughton and Jansen, Plaintiff's Attorneys, Prudentia Building, 65 Fifth Street, Springs. (Tel. 812-1525.)

Case No. 317/95

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

In the matter between **UNITED BANK (A DIVISION OF ABSA BANK LTD)**, Plaintiff/Execution Creditor, and **GERALD SHAIN GOLIATH**, Defendant/Exe Debtor

In pursuance of a Judgment in the Court of the Magistrate of Nigel, dated the 22nd of March 1995, and a writ of execution issued pursuant to this judgment, the following will be sold in execution without reserve to the highest bidder on the **16th of February 1996 at 9:00** at: The Offices of: The Sheriff, Magistrate's Court, Kerk Street, Nigel:

Certain Erf 744 Alra Park Township, Registration Division I.R., Transvaal, measuring 350 (three hundred and fifty) square metres, held by the Defendant under Deed of Transfer no T 25783/1994.

Improvements: The following improvements on the property are reported although in this respect nothing is guaranteed: Main buildings: Brick building under tiled roof consisting of kitchen, lounge, 3 bedrooms, bathroom/toilet. Outbuildings: Concrete fencing.

1. *Terms:*

The purchase price shall be paid as to 10% (ten per centum) thereof on the date of the sale and the unpaid balance shall be paid or secured by an acceptable bank or building society guarantee, to be delivered by the Purchaser to the Execution Creditor's Attorneys, within 14 (fourteen) days of date of the said sale.

2. *Conditions of sale:*

The full conditions of sale may be inspected prior to the date of sale at the Office of the Sheriff, Magistrate's Court, 69 Kerk Street, Nigel.

Dated at Springs this 21st day of December 1995.

A. F. Jansen, for Bennett, McNaughton and Jansen, Plaintiff's Attorneys, Prudentia Building, 65 Fifth Street, Springs. (Tel. 812-1525.)

Case No. 29/1995

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

In the matter between **UNITED BANK (A DIVISION OF ABSA BANK LTD)**, Plaintiff/Execution Creditor, and
PHOLO TIGER RAMOSOEU, Def/Exe Debtor

In pursuance of a judgment in the Court of the Magistrate of Heidelberg dated the and a writ of execution issued pursuant to this judgment, the 10th of March 1995 following will be sold in execution without reserve to the highest bidder on the **1st day of March 1996 at 09:00** at: the offices of: The Magistrate's Court, Begeman Street, Heidelberg:

Certain Erf 1464, Ratanda Township, Registration Division I.R., Transvaal; measuring 260 (two hundred and sixty) square metres, held by the Defendant under Deed of Transfer no T L 71968/87.

Improvements: The following improvements on the property are reported although in this respect nothing is guaranteed:
Main buildings: Brick building under tiled roof consisting of: 2 bedrooms, 1 bathroom, kitchen and lounge. Outbuildings.

1. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the date of the sale and the unpaid balance shall be paid or secured by an acceptable bank or building society guarantee, to be delivered by the Purchaser to the Execution Creditor's Attorneys, within 14 (fourteen) days of date of the said sale.

2. *Conditions of sale:* The full conditions of sale may be inspected prior to the date of sale at the Office of the Sheriff, Magistrate's Court, 40 Euckermann Street, Heidelberg.

Dated at Springs this 21st day of December 1995.

A. F. Jansen, for Bennett, McNaughton and Jansen, Plaintiff's Attorneys, Prudentia Building, 65 Fifth Street, Springs. Tel: 812-1525.

Case No. 95/18137
PH 45

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED**, formerly NEDPERM BANK LIMITED, Plaintiff, and **SEBOLAO, MIRRIAM**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve and subject to written confirmation by the Plaintiff, will be held at the offices of the Sheriff, 182 Progress Road, Technikon, District Roodepoort on Friday, **9 February 1996, at 10:00** of the undermentioned property of the Defendant on the Conditions to be read out by the Auctioneer at the time of the Sale and which Conditions may be inspected at the offices of the Sheriff, Roodepoort, prior to sale:

Erf 376, Davidsonville Ext. 2 Township, Registration Division I.Q., Transvaal, in extent 338 (three hundred and thirty-eight) square metres, held under Deed of Transfer T54979/1992, being: 322 Manuel Street West, Roodepoort.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Main building:* Lounge, bathroom, 2 bedrooms, kitchen. *Outbuilding:* N/A.

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 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of the sale, to be calculated as follows:

5% on the proceeds of the sale up to a price of R20 000,00 (twenty thousand rand); and thereafter 3% up to a maximum fee of R6 000,00 (six thousand rand). Minimum charges R200,00 (two hundred rand).

Dated at Johannesburg this the 4th day of January 1996.

E. Bester, for Cliffe Dekker & Todd Inc., Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg; P.O. Box 61059, Marshalltown, 2107. Tel: 832-2911. Ref: Mr E Bester/vdh/4.1. M35535.

Case No. 2561/95

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

In the matter between **FUTURE BANK LIMITED**, Plaintiff, and **THEMBA HOPE MAZIBUKO**, Defendant

Pursuant to a judgment granted by the above Honourable Court dated the 3rd May 1995 and a warrant of execution, the undermentioned property will be sold on the **16th day of February 1996 at 11:15** at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg to the highest bidder:

Erf 11275, Vosloorus, Extension 14, Township, better known as: 11275 Motse, Vosloorus, Extension 14, Boksburg, held under Deed of Transfer No. TL 4639/90, measuring: 242 square metres.

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid on the date of the 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 be procure transfer including the Sheriff's fees.

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

4. The complete conditions of sale may be inspected at the office of the Sheriff of the Court, Boksburg.

Dated at Boksburg this 3rd day of January 1996.

Galloways Attorneys, Bezuidenhout Building, 245 Commissioner Street, Boksburg. Tel. (011) 917-9820/1/2/3/4/5. Ref: Miss Franken/KD0845.

Saaknommer 93/34006

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

In die saak tussen **ABSA BANK BEPERK**, Eiser, en **KOCK: JOHANNES GEORGE**, Verweerder

Ter uitwinning van 'n Vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping met 'n reserweprys gehou word te Die Balju, Progressweg 182, Technikon, Roodepoort, op die **9de dag van Februarie 1996 om 10:00** van die ondervermelde eiendom van die Verweerder, welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Roodepoort, voor die verkoping ter insae sal lê:

Sekere Erf 2720, Northcliff Uitbreiding 20, Dorpsgebied, Roodepoort, Registrasie Afdeling I.Q.; Transvaal, groot 1 273 (een twee sewe drie) vierkante meter (ook bekend as Libertasweg 10, Northcliff Uitbreiding 20, Roodepoort).

Die volgende inligting word verskaf i/s verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: Woonhuis met teëldak bestaande uit sitkamer, eetkamer, kombuis, 3 slaapkamers, 1 badkamer. Buitegeboue bestaande uit dubbel motorhuis, bediende kamers, ouma woonstel.

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

Vendukoste betaalbaar op die dag van verkoping, sal soos volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R20 000,00 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000,00 (sesduisend rand) en 'n minimum heffing van R200,00 (tweehonderd rand).

Gedateer te Johannesburg op hierdie 4de dag van Desember 1995.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Vloer, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw: M. Postma/jf Z40501.)

Case No. 95/17729
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 **BAIRIWANG, BURUKHWANE KRISJAN**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg on the **8 February 1996 at 10:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 2434, situated in the Township of Protea Glen Extension 1, Registration Division I.Q., Transvaal; being 2434, Protea Glen Extension 1, Johannesburg, measuring 276 (two hundred and seventy-six) square metres.

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

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000,00 (six thousand rand). Minimum charges R200,00 (two hundred rand).

Dated at Johannesburg this 2 January 1996.

S. A. Simpson, for Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/B.393.)

Case No. 95/14089
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 **KHESWA, THULANI PATRICK**, 1st Execution Debtor, and **NDABUKELWAYO, GRANNY GOGO**, 2nd Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg on **8 February 1996 at 10:00** of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 1901, situated in the Township of Protea Glen Extension 1, Registration Division I.Q. Transvaal; being 1901 Protea Glen Extension 1, Soweto, measuring 513 (five hundred and thirteen) square metres.

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

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000,00 (six thousand rand), minimum charges R200,00 (two hundred rand).

Dated at Johannesburg this 2 January 1996.

S. A. Simpson, for Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/K279.)

Saak No. 73012/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS BANK LIMITED**, Eiser, en **VUYISA PULCHERIA MANDILE**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir Eksekusie gedateer 5 Desember 1995, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria Sentraal te NG Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die Hoogste bieër op **27 Februarie 1996 om 10:00**:

Deel 13, soos getoon en meer volledig omskryf op Deelplan SS847/94 in die skema bekend as Park Gardens ten opsigte van die land en gebou of geboue geleë te Pretoria dorpsgebied, Plaaslike Owerheid: Die Sentrale Pretoria Metropolitaanse Substruktuur, groot 84 (vier-en-tagtig) vierkante meter (beter bekend as 105 Park Gardens, h/v Van der Walt- en Jacob Mare Strate, Pretoria).

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: 2 ½ slaapkamer woonstel met sitkamer/eetkamer, kombuis, badkamer en onderdak parking.

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

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

Geteken te Pretoria op hierdie 3 Januarie 1996.

S. E. du Plessis, Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Vloer, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR58058.)

Case No. 95/22145
P H No. 342

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ANGLO AMERICAN CORPORATION OF SOUTH AFRICA LIMITED**, Plaintiff, and
CHATER: DIGBY GIBBON, Defendant

1. The undermentioned property will be sold on **08 February 1996 at 10:00** at the Sheriff's office, 131 Marshall Street, Johannesburg, in execution of a judgment obtained in the above matter on 30 October 1995:

Erf 1792, Blairgowrie Township, Registration Division, I.Q., Transvaal; measuring 947 (nine hundred and forty-seven) square metres; held under Deed of Transfer No. T24348/80 and situated at 28 Dalmeny Road, Blairgowrie, Johannesburg, Transvaal. ("the property")

2. The improvements to the property consist of the following although nothing is guaranteed: Lounge, patio, dining room, study, kitchen, 2 bedrooms, 1 bathroom and staff quarters and storeroom.

3. **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 guarantee to be furnished within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% on the proceeds of the sale up to an amount of R20 000 and thereafter 3% up to a maximum charge of R6 000 with a minimum charge of R200.

4. The conditions of sale may be inspected at the office of the sheriff, 131 Marshall Street, Johannesburg, during normal office hours.

Dated at Johannesburg on 3 January 1996.

Webber Wentzel Bowens, Plaintiff's Attorneys, 1st Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. Mr N. Alp 301/A 91/95.)

Case No. 13970/94

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

In the matter between **FIRST NATIONAL BANK OF SA LTD**, Plaintiff, and **WALTER HENRY THURBON**, First Defendant, and **PATRICIA THURBON**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Roodepoort, a warrant of execution dated the 31st day of January 1995, the property listed hereunder will be sold in execution on the **9th day of February 1996 at 10:00** at the Sheriff's sale premises, 182 Progress Road, Technikon, Roodepoort:

Certain Erf 102, Wilgeheuwel Township, Registration Division I.Q., Transvaal, measuring 876 (eight hundred and seventy-six) square metres and held by Certificate of Registered Grant of Leasehold Number TL.1911/1992.

The following improvements are reported to be on the property, but nothing is guaranteed: A residential building has plastered walls and a tiled roof. Consisting of a lounge and dining room, 3 bedrooms, kitchen, 2 bathrooms and a swimming pool.

The property is situated at Erf 102, Wilgeheuwel Township, District Roodepoort.

Terms:

1. 10% (ten percent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at the rate of 18.25% per annum 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: 4% (four percent) plus VAT on the proceeds of the sale.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the Title Deeds insofar as these are applicable.

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Dated at Florida this the 3rd day of January 1996.

J. Gus Ackerman, Plaintiff's Attorney, 9 Madeline Street, Florida. (Ref. ML/LM/28849.)

Case No. 8382/91

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

In the matter between **DENT COURSE & DAVEY**, Plaintiff, and **STEPHEN ISAAC PHOLOGO KGAME**, First Defendant

In pursuance of a Judgment in the Court of the Magistrate of Roodepoort, a Warrant of Execution dated the 8th day of August 1991, the property listed hereunder will be sold in execution on the **9th day of February 1996 at 10:00** at the Sheriff's sale premises, 182 Progress Road, Technikon, Roodepoort:

Certain Erf 2333, Dobsonville Township, Registration Division I.Q., Gauteng, measuring 412 (four hundred and twelve) square metres and held by Certificate of Registered Grant of Leasehold Number TL.30245/1993.

The following improvements are reported to be on the property, but nothing is guaranteed: A residential building has plastered walls and a tiled roof and steel windows. Consisting of a family room and study, 2 bedrooms, kitchen, 1 bathroom and double garage and the fencing of the property is face bricks.

The property is situate at Erf 2333, Dobsonville Township, Registration Division I.Q., The Province of Gauteng.

Terms:

1. 10% (ten percent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at the rate of 18.25% per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four percent) plus VAT on the proceeds of the sale.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the Title Deeds insofar as these are applicable.

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Dated at Florida this the 3rd day of January 1996.

J. Gus Ackermann, Plaintiff's Attorney, 9 Madeline Street, Florida. (Ref. ML/LM/163/63162.)

Case No. 8382/91

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

In the matter between **DENT COURSE & DAVEY**, Plaintiff, and **STEPHEN ISAAC PHOLOGO KGAME**, First Defendant

In pursuance of a Judgment in the Court of the Magistrate of Roodepoort, a Warrant of Execution dated the 8th day of August 1991, the property listed hereunder will be sold in execution on the **9th day of February 1996 at 10:00** at the Sheriff's sale premises, 182 Progress Road, Technikon, Roodepoort:

Certain Erf 4337, Dobsonville Township, Registration Division I.Q., Gauteng, measuring 6 069 (six thousand and sixty-nine) square metres and held by Certificate of Registered Grant of Leasehold Number TL. 49283/1988.

The property is a vacant stand. The boundary is not fenced.

The property is situate at Erf 4337, Dobsonville Township, Registration Division I.Q., the Province of Gauteng.

Terms:

1. 10% (ten percent) of the purchase price in cash on the day of the sale, the balance together with interest thereon at the rate of 18.25% per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four percent) plus VAT on the proceeds of the sale.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the Title Deeds insofar as these are applicable.

2. The full conditions of sale may be inspected at the office of the Sheriff of the Court.

Dated at Florida this the 3rd day of January 1996.

J. Gus Ackermann, Plaintiff's Attorney, 9 Madeline Street, Florida. (Ref. ML/LM/163/63162.)

Case No. 9671/95

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

NEDCOR BANK LIMITED, Plaintiff, and **MANGOEJANE ABEDNEGO MOTANG**, 1st Defendant, and
NURSE SARAH MOTAUNG, 2nd Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of the Sheriff, Evander, 13 Pennsylvania Road, Evander, on Wednesday, the **7th day of February 1996 at 14:00**:

Full conditions of sale can be inspected at the Sheriff, Evander at 13 Pennsylvania Road, Evander and will be read out prior to the sale.

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

Property: Erf 3055 (previously Erf 495), Embalenhle Extension 4, Registration Division I S, Transvaal, known as 11 Mzimvubu Street, Embalenhle Extension 4.

Improvements: 3 bedrooms, bathroom, kitchen, lounge, diningroom, garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P. O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2315.)

Case No. 10386/95

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

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED**, Plaintiff, and **BRUCE SEFTON FOOKES**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the abovementioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Pretoria South, at Ferhs Ave. Centre, 130B Struben Street, Pretoria, on Wednesday, **14th February 1996 at 10:00** of the undermentioned property of the defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Pretoria South, at Eden Park, Plot 83, Lyttelton Agricultural Holdings, Verwoerdburgstad, Pretoria:

Erf 1493, Lyttelton Manor Extension 1; Registration Division J.R., Transvaal; measuring 2 012 square metres; held by virtue of Deed of Transfer No. T59022/89; known as 39 Hans Strydom Avenue, Lyttelton Manor, Verwoerdburg.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A double storey dwelling house consisting of lounge, diningroom, TV/familyroom, study, kitchen, scullery, 4 bedrooms, 2 bathrooms. Outbuildings consist of a double garage and servant's quarters. There is a borehole on the property.

Dated at Pretoria on this the 5th day of January 1996.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325 4185.] (D. Frances/JD HA2906.)

Case No. 2451/95

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

In the matter between **NBS BANK LIMITED**, Plaintiff, and **STEVEN WASSERMAN**, First Defendant, **NICOLA WASSERMAN**, Second Defendant

In pursuance of a Judgment in the Court for the Magistrate of Benoni, on the 15th May, 1995, and Writ of Execution issued pursuant thereto the property listed hereunder will be sold in Execution on the **7th February, 1996 at 11:00** in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Portion 4 of Erf 2697, Rynfield Extension 28 Township, Registration Division I.R. the Province of Gauteng situated at 4 Rooivink Street, Rynfield Extension 28, Benoni, measuring 313 (three hundred and thirteen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, residence comprising an entrance patio, lounge, diningroom, kitchen, 2 bedrooms, 1.5 bathroom, 2 toilets, Outbuildings: 1 Garage, brick paving, pool.

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

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

Dated at Benoni on this 3rd day of January 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg, c/o 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. N00304/Mrs Kok.)

Saak No. 95/25513

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA BANK BEPERK** (United Bank Divisie) v.h.a. United Bouvereniging en v.h.a. Southern Trident Bouvereniging, Eiser en **ROSS, RONALD RICHARD**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Marshallstraat 131, Johannesburg, op die **8ste dag van Februarie 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 Resterende Gedeelte van Erf 49, Bramley Dorpsgebied, Registrasie Afdeling I.R., Transvaal en ook bekend as Corlettrylaan 218, Bramley, grootte 1 487 m² (een vier agt sewe) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: Hoofgebou: Ingangsportaal, sitkamer, eetkamer, 3 slaapkamers, 3 badkamers/toilette, kombuis, studeerkamer. Buitegeboue: Dubbel motorhuis, 2 bediende-kamers, motorafdak, toilet/stort. Konstruktuer: Baksteen met teël.

Terme: 10% (tien persent) van die kooppys 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 R20 000,00 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000,00 (sesduisend rand). Minimum fooie R100,00 (eenhonderd rand).

Gedateer te Johannesburg op hede die 18 dag van Desember 1995.

Rossouws Prokureurs, Eiser se prokureurs, 9de Verdieping, Atkinson Huis, Eloff en Albertstrate, Johannesburg; Posbus 1588. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8352E.)

Saak No. 91/32385

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

In die saak tussen **ABSA BANK BEPERK** (Allied Bank Divisie) v.h.a. Allied Bouvereniging, Eiser, en **BONNER, JOAN ELIZABETH MARIE**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Marshallstraat 131, Johannesburg, op die **8ste dag van Februarie 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 lê:

Sekere: Erf 500, Berea Dorpsgebied, Registrasie Afdeling I.R. Transvaal en ook bekend as Bernatostraat 16, Berea, grootte 495m² (vier nege vyf) vierkante meter.

Verbeteringe: (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou:* Ingangsportaal, sitkamer, eetkamer, 4 slaapkamers, 2 badkamers/toilet, kombuis. *Buitegeboue:* Motorhuis, 2 bediendekamers, toilet, muurromheinings. *Konstruktuer:* Baksteen met sinkdak.

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

Vendukoste betaalbaar op die dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000,00 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000,00 (sesduisend rand). Minimum fooie R100,00 (eenhonderd rand).

Gedateer te Johannesburg op hede die 15de dag van September 1995.

Rossouws Prokureurs, Eiser se prokureurs, 9de Verdieping, Atkinson Huis, Eloff en Albertstraat, Johannesburg; Posbus 1588. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8031E.)

Case No. 95/14686

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **MOGAMISI: NKAELANG JOHN**, 1ST DEFENDANT,
MOGAMISI: TLALANE EMILLY, 2ND DEFENDANT

In execution of a judgment of the Supreme Court of South Africa, Transvaal Provincial Division, in the abovementioned suit, a sale will be held by the Sheriff of Potchefstroom at **10:30 on 9th February 1996** the main entrance to the Magistrate's Court Fochville, 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:

Erf 3636, Wedela Extension 1 Township, Registration Division I Q Province of Pretoria-Witwatersrand-Vereeniging.

The following information is furnished, though in this regard nothing is guaranteed: "the dwelling consists of 1 lounge/kitchen combination, 3 bedrooms, and 1 bathroom".

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

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

Dated at Pretoria this 21st day of December 1995.

Plaintiff's Attorneys, Savage Jooste & Adams Inc, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria.
(Ref: Mrs Kartoudes/EAB/60599.)

Saak No. 95/11859

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

In die saak tussen **EERSTE NASIONALE BANK VAN S A BEPERK**, Eiser, en **JOHANNES JURGENS ROOS**, Verweerder

Geliewe kennis te neem dat in opvolging van 'n Vonnis in bogemelde aksie toegestaan op 29/9/1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op **Vrydag, 9 Februarie 1996 om 11:00:**

Resterende Gedeelte van Gedeelte 2 van die plaas Grootvlei 417, Registrasie Afdeling K.R. Noordelike Provinsie, grootte 385,9493 hektaar, gehou kragtens Akte van Transport Nr. T. 108914/1992.

Plek van verkoping: Die verkoping sal plaasvind voor die Landdroskantoor, Van Emmenisstraat, Nylstroom.

Verbeterings: Die plaas word huidiglik gebruik vir weiding en lê teen die Nylsivier. Die plaas is geleë plus-minus 2 km vanaf Nylstroom.

Verkoopsvoorwaardes: Die verkoopsvoorwaardes lê ter insae te die kantore van die Balju distrik Waterberg, Nylstroom, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 21ste dag van Desember 1995.

G. van den Burg, vir Florich Wolmarans & Luderitz Ing, Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria.
(Tel: 325-3933.) (Ref: F352/B1/VD BURG/LVDW.)

Case No. 22829/95
PH388

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **VAN DER MERWE: GERHARDUS JOHANNES**, 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, at **10:00 on Wednesday 7 February 1996**, of the undermentioned property of the Defendant on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 549, Kenmare Township, Registration Division I.Q., The Province of Gauteng, area 744 (seven hundred and forty-four) square metres, situated at 77 Elphin Street, Kenmare.

Improvements (not guaranteed): "A house under iron roof consisting of 3 bedrooms, bathroom, kitchen, lounge, diningroom, garage with walls around property."

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

Dated at Johannesburg on 21 December 1995.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg.
(Tel. 331-8535.) (Ref. ForeclosuresZ788.)

Case No. 25704/95
PH388

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **VAN DER MERWE: KAREN ALETTA**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg at **10:00 on Thursday 8 February 1996**, of the undermentioned property of the Defendant on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 817, Triomf Township, Registration Division I.Q., the Province of Gauteng, area 495 (four hundred and ninety-five) square metres, situated at 43 Gibson Street, Triomf.

Improvements (not guaranteed): "A house under tiled roof consisting of 3 bedrooms, bathroom, kitchen, lounge, dining-room, garage with precast walls around property."

Terms: 10% of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% on the proceeds of the sale up to a price of R20 000 and thereafter 3%, with a maximum fee of R6 000 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000.00 either in cash or Bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on 21 December 1995.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg.
(Tel. 331-8535.) (Ref. ForeclosuresZ879.)

Case No. 24645/95
PH388

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **SWART: HERMANUS STEPHANUS**, First Defendant,
SWART: SANET, 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, 182 Progress Road, Technikon, Roodepoort at **10:00 on Friday 9 February 1996**, of the undermentioned property of the Defendants on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain unit comprising Section 6 and its undivided share in the common property in the Gables Sectional Title Scheme, area 68 (sixty-eight) square metres, situated at Unit 6, The Gables, Evelyn Street, Roodepoort.

Improvements (not guaranteed): "A flat consisting of 3 bedrooms, bathroom, kitchen, lounge/diningroom."

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

Dated at Johannesburg on 21 December 1995.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg.
(Tel. 331-8535.) (Ref. ForeclosuresZ424.)

Case No. 25303/95
PH 388

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **JAMES: CHARLOTTE**, 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, 182 Progress Road, Technikon, Roodepoort, at **10:00 on Friday, 9 February 1996**, of the undermentioned property of the Defendant on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain unit comprising Section 18 and its undivided share in the common property in the Jon Clair Sectional Title Scheme, area 76 (seventy-six) square metres.

Situation: Unit 18 (Flat 203) Jon Clair, Third Avenue, Florida.

Improvements (not guaranteed): "A flat consisting of 2 bedrooms, bathroom, kitchen and lounge."

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

Dated at Johannesburg on 21 December 1995.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg.
(Tel. 331-8535.) (Ref. ForeclosuresZ850.)

Case No. 21791/95
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **RAMDIN: THILLAGEE N.O.**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg at **10:00 on Thursday 8 February 1996**, of the undermentioned property of the Defendant on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 1243, Lenasia South Extension 1 Township, Registration Division I.Q., the Province of Gauteng, area 400 (four hundred) square metres.

Situation: 79 Rose Avenue, Lenasia South Ext 1.

Improvements (not guaranteed): "A house under tiled roof consisting of 3 bedrooms, 2 bathrooms, kitchen, lounge, dining-room, garage with walls around property."

Terms: 10% of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% on the proceeds of the sale up to a price of R20 000 and thereafter 3%, with a maximum fee of R6 000 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000,00 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on 21 December 1995.

F. R. J. Jansen, for Jansen — Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ113.)

Case No. 26970/92
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **ANDERS: MOEGAMAT IMMERAND**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg at **10:00 on Thursday 8 February 1996**, of the undermentioned property of the Defendant on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 4496 Eldorado Park Extension 8 Township, Registration Division I.Q., Transvaal, area 317 (three hundred and seventeen) square metres.

Situation: 20 Abraham Andrews Street, Eldorado Park Extension 8.

Improvements (not guaranteed): "A house under asbestos roof consisting of 2 bedrooms, shower, kitchen, lounge with wire fence around property."

Terms: 10% of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% on the proceeds of the sale up to a price of R20 000 and thereafter 3%, with a maximum fee of R6 000 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000,00 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on 21 December 1995.

F. R. J. Jansen, for Jansen — Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ278.)

Case No. 22441/95
PH 388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **BATHAM: KEVIN NEIL**, First Defendant, **BATHAM: GLENDA**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg at **10:00 on Thursday 8 February 1996**, of the undermentioned property of the Defendants on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Portion 11 of Erf 986 Rosettenville Township, Registration Division I.R., the Province of Gauteng, area 503 (five hundred and three) square metres.

Situation: 21 Melba Street, Rosettenville.

Improvements (not guaranteed): "A house under iron roof consisting of 3 bedrooms, bathroom, kitchen, lounge, diningroom, familyroom, garage, servant's quarters, swimming pool with walls around property."

Terms: 10% of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% on the proceeds of the sale up to a price of R20 000 and thereafter 3%, with a maximum fee of R6 000 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000,00 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on 20 December 1995.

F. R. J. Jansen, for Jansen — Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ774.)

**Case No. 95/24108
PH 388**

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **JUTRONICH: YVONNE VALERIA**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, at **10:00 on Thursday 8 February 1996**, of the undermentioned property of the Defendant on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 1149 Mondeor Township, Registration Division I.R., the Province of Gauteng, area 1 100 (one thousand one hundred) square metres.

Situation: 178 Chelventan Street, Mondeor.

Improvements (not guaranteed): "A house under tiled roof consisting of 3 bedrooms, 2 bathrooms, kitchen, lounge, dining-room, familyroom, garage, servant's quarters with walls around property."

Terms: 10% of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% on the proceeds of the sale up to a price of R20 000 and thereafter 3%, with a maximum fee of R6 000 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000,00 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on 20 December 1995.

F. R. J. Jansen, for Jansen — Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ156.)

**Case No. 26326/95
PH 388**

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **KHUMALO: SIPHO EPHRAIM**, First Defendant, **MANZI: LINDIWE NOMBALI LAURAINE**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, at **10:00 on Thursday, 8 February 1996**, of the undermentioned property of the Defendants on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 192 Mayfield Park Township, Registration Division I.R., the Province of Gauteng, area 991 (nine hundred and ninety-one) square metres.

Situation: 53 Orpiment Avenue, Mayfield Park.

Improvements (not guaranteed): "A house under tiled roof consisting of 3 bedrooms, 2 bathrooms, kitchen, lounge, dining-room with walls around property."

Terms: 10% of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% on the proceeds of the sale up to a price of R20 000 and thereafter 3%, with a maximum fee of R6 000 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000,00 either in cash or bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on 20 December 1995.

F. R. J. Jansen, for Jansen — Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ891.)

Case No. 18471/92
PH388IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **PATEL, KANTILAL RANCHOD**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, at **10:00 on Thursday 8 February 1996**, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 778, Crosby Township, Registration Division I.Q., Transvaal, area 542 (five hundred and forty-two) square metres, situated at 9 Saint Fillan Street, Crosby.

Improvements (not guaranteed): "A house under iron roof consisting of 3 bedrooms, bathroom, kitchen, lounge, diningroom, garage, storeroom, servant's quarters, servant's toilet with precast walls around property."

Terms: 10% of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% on the proceeds of the sale up to a price of R20 000 and thereafter 3%, with a maximum fee of R6 000 and a minimum of R100 and all prospective purchasers are required prior to the sale to pay to the Sheriff a registration deposit of R2 000.00 either in cash or Bank cheque, which deposit will immediately be refunded if no sale results.

Dated at Johannesburg on 21 December 1995.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ359.)

Case No. 95/24664
P.H. 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **THE STANDARD BANK OF S.A. LTD**, Execution Creditor, and **CLOETE, ABRAHAM SCHALK**,
1st Execution Debtor, **CLOETE, YOLANDA KARIN**, 2nd Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office, Roodepoort, on the **9 February, 1996 at 10:00** of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff for Roodepoort's office, 182 Progress Road, Technikon, Roodepoort prior to the sale:

Certain Erf 230, situated in the Township of Lindhaven, Registration Division I.Q., Transvaal; being 22, Cedar Street, Lindhaven, Roodepoort, measuring 803 (eight hundred and 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, 3 bedrooms, 1 bathroom with outbuildings with similar construction comprising of garage, carport, servant's room, toilet.

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceed of the sale up to a price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000,00 (six thousand rand), minimum charges R200,00 (two hundred rand).

Dated at Johannesburg this 20th day of December, 1995.

S. A. Simpson, for Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/C.396.)

Case No. 94/00464

IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED**, Plaintiff, and
VOSLOO, BERNARD RICHARD, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a sale without reserve, will be held at the offices of the Sheriff of the Supreme Court for Germiston at the offices of the Sheriff for Germiston, 4th Floor, Standard Towers, President Street, Germiston, on **Thursday, the 15th day of February 1996 at 10:00** of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer, at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff for Vereeniging at the offices of the Sheriff for Germiston, 4th Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain Erf 1208, Primrose Township, Registration Division I.R., Transvaal, situated at 6 Juniper Street, Primrose, Germiston, measuring 991 square metres, held by Deed of Transfer No. T 48757/1989.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A single storey brick dwelling with corrugated iron roof, consisting of 3 bedrooms, entrance hall, lounge, family room, kitchen, two bathrooms, covered verandah.

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

Auctioneers charges, payable on the day of sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000,00 (twenty thousand rand) and thereafter 3% (three percent) up to a maximum fee of R6 000,00 (six thousand rand). Minimum charges R200,00 (two hundred rand).

Dated at Johannesburg this 20th day of December 1995.

M. J. Boyce, for Cloete & Boyce, Plaintiff's Attorneys, 16 6th Avenue, Lower Houghton, P.O. Box 9030, Johannesburg, 2000. (Tel. 483-3416.)

Case No. 95/23171
P.H. 104

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

In the matter between **THE STANDARD BANK OF S.A. LTD**, Execution Creditor, and **PADAYACHEE, KARTHEGASIN**, 1st Execution Debtor, **PADAYACHEE, VANITHA**, 2nd Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office, 50 Edward Avenue, Westonaria, on **9 February, 1996 at 10:00** of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff's office, Westonaria, prior to the sale:

Certain Erf 2280, situated in the Township of Lenasia South, Registration Division I.Q., Transvaal; being 2280, Milkwood Street, Lenasia South, measuring 771 (seven hundred and seventy-one) square metres.

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

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000,00 (six thousand rand), minimum charges R200,00 (two hundred rand).

Dated at Johannesburg this 22nd day of December, 1995.

S. A. Simpson, for Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/P.313.)

Case No. 95/2433
P.H. 104

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

In the matter between **THE STANDARD BANK OF S.A. LTD**, Execution Creditor, and **VERWEY, STEPHEN PHILLIP**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office, Brakpan, on the **9 February, 1996 at 11:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain Erf 558, situated in the Township of Brenthurst, Registration Division I.R., Transvaal; being 3, Bakkes Street, Brenthurst, Brakpan, measuring 833 (eight hundred and thirty-three) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, entrance hall, family room, separate toilet, 3 bedrooms, 1 bathroom with outbuildings with similar construction comprising of garage, servant's room, toilet.

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000,00 (six thousand rand), minimum charges R200,00 (two hundred rand).

Dated at Johannesburg this 22nd day of December, 1995.

S. A. Simpson, for Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/V.132.)

Saak No. 5450/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **AFRICA GLASS HOLDINGS (EDMS) BEPERK**, Eksekusieskuldeiser, en **RICKY DE AGRELA h/a WILRO-PARK MINIMARKET**, Eksekusieskuldenaar

Ingevolge 'n vonnis van die Landdroshof te Roodepoort en 'n lasbrief vir eksekusie gedateer 13 September 1995 sal die volgende eiendom in eksekusie verkoop word te die Verkooplokaal van die Balju, Roodepoort, Progressweg 183, Technikon, Roodepoort, op die **9e dag van Februarie 1996 om 10:00** aan die hoogste bieder:

Erf 1348 dorpsgebied Wilropark-uitbreiding 5, Registrasie Afdeling I.Q., Transvaal, ook bekend as Bornietweg 4, Wilropark, Roodepoort, groot 1 166 (eenduisend eenhonderd ses-en-sestig) vierkante meter, gehou kragtens Transportakte T80921985.

Terme: Tien persent (10%) van die koopprijs in kontant betaalbaar ten tye van verkoping en die balans teen registrasie van transport, versekureer te word deur 'n goedgekeurde bank- of bouverenigingwaarborg gelewer te word binne dertig (30) dae daarna.

Die verkoopsvoorwaardes mag gedurende kantoorure te die kantore van die Balju, Progressweg 183, Technikon, Roodepoort, ondersoek word.

Gedateer te Roodepoort op hierdie 19e dag van Desember 1995.

Blake, Bester Ing., 1e Vloer, Blake, Bestergebou, hoek van C. R. Swart- & Mimosarylaan, Wilropark, Roodepoort. (Verw. Mnr. Blake/ss/UA4785.)

Saak No. 4670/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **ABSA BANK BPK., 86/04794/06 (ALLIED BANK DIVISIE)**, Eiser, en **CHRISTIAAN JACOBUS MOSTERT**, Verweerder

Ten uitvoerlegging van die Vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer die 6 September 1995 sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, **2 Februarie 1996 om 10:00** deur die Balju van die Landdroshof, Vanderbijlpark te die Landdroshof, Vanderbijlpark:

Eiendom: Milrongebou, Erf 597, Vanderbijlpark Central West 6 Uitbreiding 1 (Eenheid 10) Dorpsgebied, Registrasie Afdeling I.Q., Gauteng, bekend as Milron w/s 10, Milronstraat, Vanderbijlpark.

Verbeterings: Sitkamer, eetkamer, 2 slaapkamers, 1 badkamer met toilet, kombuis.

Verkoopvoorwaardes:

1. Eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van Artikel 66 van die Landdroshowewet 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 bougenootskapswaarborg, 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 verkoopsvoorwaardes 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 13 Desember 1995.

Du Plessis, Pienaar & Swart, 2de Vloer, Attie Fouriestraat, Vanderbijlpark; Privaatsak X035, Vanderbijlpark, 1900. [Tel. (016) 81-2031/2/3/4.] (Verw. IP/150129.)

Case No. 95/17887
P.H. 104IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **THE STANDARD BANK OF S.A. LTD**, Execution Creditor, and **FILIANTRIS, DEMETRIOS**, 1st Execution Debtor, and **FILIANTRIS, AMALIA**, 2nd Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on the **9 February, 1996 at 10:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Certain: Remaining Extent of Erf 1285, situate in the Township of Horison, Registration Division I.Q., Transvaal, being 2 Burhman Street, Horison, Roodepoort, measuring 991 (nine hundred and ninety-one) square metres.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 3 bedrooms, 2 bathrooms with outbuildings with similar construction comprising of double garage, carport, servant's room and toilet, 2 storerooms playroom and toilet and swimming pool.

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000,00 (six thousand rand), minimum charges R200,00 (two hundred rand).

Dated at Johannesburg this 28th day of December, 1995.

Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/F141.)

Case No. 31456/92
P.H. 104

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

In the matter between **THE STANDARD BANK OF S.A. LTD**, Execution Creditor, and **PRETORIUS, HERMANUS PETRUS**, 1st Execution Debtor, and **PRETORIUS, WILMA HENDRINA**, 2nd Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office of 40 Park Street, Randfontein, on **9 February, 1996 at 10:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at 40 Park Street, Randfontein, prior to the sale:

Certain Holding 175, situated in the Township of Rikarus Agricultural Holdings, Registration Division IQ, Transvaal, being 175 First Street, Rikarus Agricultural Holdings, Randfontein, measuring 2,5696 (two comma five six nine six) hectares.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining room, scullery, family room, 3 bedrooms, 2 bathrooms with outbuildings with similar construction comprising of double garage, 3 servant's rooms and 2 storerooms.

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

Auctioneer's charges, payable on the day of the sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000,00 (six thousand rand), minimum charges R200,00 (two hundred rand).

Dated at Johannesburg this 28th day of December, 1995.

S. A. Simpson, for Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/P.144.)

Case No. 95/25256
P.H. 104

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

In the matter between **THE STANDARD BANK OF S.A. LTD**, Execution Creditor, and **SCHLEBUSCH, HANS JURGENS**, 1st Execution Debtor, **SCHLEBUSCH, FRANCIS HELEN**, 2nd Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office at 40 Park Street, Randfontein on the **9 February, 1996 at 10:00**, of the undermentioned property of the Defendant on the conditions which will lie for inspection at 40 Park Street, Randfontein, prior to the sale:

Certain Erven 67 & 68, situated in the Township of Randgate, Registration Division I.Q., Transvaal; being 79 & 81 Barend Street, Randgate, Randfontein, measuring 495 (four hundred and ninety-five) (each) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Erf 67 being a vacant land and Erf 68 comprising of a detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining room, 2 bedrooms, 1 bathroom with outbuildings with similar construction comprising of a servant's room, 2 toilets, laundry and 3 storerooms.

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

Dated at Johannesburg this 8th day of January, 1996.

B. W. Webber, for Ramsay, Webber and Company, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/S747.)

Saak No. 1400/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **DIE STADSRAAD VAN BRITS**, Eksekusieskuldeiser, en **P. W. BOTHA**, Eksekusieskuldenaar

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

Geliewe verdere kennis te neem dat die eiendom op **9 Februarie 1996 om 09:00**, voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere Restant van Gedeelte 60 van die plaas Roodekopjes of Swartkopjes No. 427, groot: 3,8958 hektaar, bekend as: Kareeweg 22, Brits.

Verbeterings: 'n Teëldakwoning met 3 slaapkamers, 'n badkamer, 'n sit-eetkamer, 'n kombuis, 2 motorhuise, 'n toegeruste boorgat en buitegeboue, maar kan nie gewaarborg word nie.

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

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

Geteken te Brits op hede die 12de dag van Desember 1995.

R. H. van Onselen, vir Jonker van Onselen & Kie Ing., Van Veldenstraat 40, Posbus 1008, Brits. RVO: FP: ST766/AQ0188.

Saak Nr. 15873/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **KLEINSAKE ONTWIKKELINGSKORPORASIE BEPERK**, Eiser en **HENDRIETA JOYCE MAKGALE**, Verweerder

Geliewe kennis te neem dat die ondergemelde eiendom om **11:00 op die 2de dag van Februarie 1996** by Gedeelte 83 De Onderstepoort (net noord van Sasko meule, ou Warmbadpad) deur die balju van Wonderboom per openbare veiling verkoop sal word:

Die voormelde onroerende goed is Erf 148, Blok TT, Soshanguve dorpsgebied, Registrasie Afdeling JR, Provinsie van Gauteng, groot 218 m², gehou kragtens Akte van Transport T112983/1992.

Verbeterings: 'n Woonhuis bestaan uit 2 slaapkamers, 1 badkamer, kombuis en sitkamer.

Terme: Die koper is verplig om 'n deposito van 10% van die koopprys, in kontant op die dag van die verkoping, die 2de dag van Februarie 1996, te betaal. Die balans moet verseker word deur 'n bank of bougenootskapswaarborg wat deur die eiser se prokureurs verstrek moet word binne 14 (veertien) dae na die verkoping wat nagegaan kan word by die kantore van die balju te Wonderboom gedurende kantoorure.

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

Die voorwaardes van verkoping sal uitgelees word deur die Afslaer ten tyde van die verkoping, welke voorwaardes nagegaan kan word te die kantore van die balju.

Ross & Jacobsz, Prokureurs vir Eiser, 2de Vloer, R & J-gebou, Kerkstraat 421, Arcadia, 0083. (Verw. SDJ/M46/KA113.)

Saak No. 121/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **SAAMBOU BANK BEPERK**, Eksekusieskuldeiser, en **BOY JOSEPH MOKOENA**, Eksekusieskuldenaar

Geliewe kennis te neem dat in uitvoering van 'n vonnis deur die bovermelde Agbare Hof gevel, is daar met die daaropvolgende lasbrief vir eksekusie op die ondervermelde onroerende eiendom beslag gelê:

Geliewe verder kennis te neem dat die eiendom op **9 Februarie 1996 om 09:00** voor die Landdroshof, Van Veldenstraat, Brits, geregtelik verkoop sal word aan die hoogste bieder, sonder enige reserweprys.

Sekere Erf 1901, Lethlabile, groot 914 vierkante meter.

Verbeterings: Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit 3 slaapkamers, 2 badkamers, sit/eetkamer, kombuis, enkel motorhuis en buite toilet, maar kan nie gewaarborg word nie.

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

Die voorwaardes van verkoping sal deur die Balju gelees word ten tyde van die verkoping en sal ook by die kantore van die Balju, Thegebou, Murraylaan, Brits, ter insae lê.

Geteken te Brits op hede die 20ste dag van November 1995.

R. H. van Onselen, vir Jonker Van Onselen & Kie Ing., Van Veldenstraat 40, Posbus 1008, Brits. (RVO: S142.)

Case No. 2769/95

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

In the matter between **FRIST NATIONAL BANK OF SOUTHERN AFRICA LIMITED**, Plaintiff, and **J W GROVE**, Defendant

Pursuant to a judgment of this Court and subsequent Warrant for Execution dated 20th September 1995 the hereunder-mentioned property will be sold in execution to the highest bidder at the Magistrate's Office Brits, on the **9th day of February 1996 at 09:00 am**, namely:

Portion 150 (portion of Portion 17) of the farm Krokodil drift 446, Registration Division J Q Northern Province: Measuring 9,2976 hectare: held under Deed of Transfer T63567/92.

The following improvement exist on the property, although in this respect nothing is guaranteed: Unknown.

Material conditions of the sale are:

- (a) The sale will be held by Public Auction and without reserve and will be "voetstoots".
- (b) The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by Plaintiff from date of sale to date of payment.
- (c) Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Brits.
- (d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest, etc.
- (e) The purchase price shall be paid as to 10% (ten per centum) of thereof or R400,00 (fourhundred rand) whichever is the greater, together with the Sheriff's Auction charges of 4% of the sale price, immediately after the sale, in cash or by Bank guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a Bank or Building Society guarantee within 14 (fourteen) days from date of sale.
- (f) Failing compliance with provisions of the Conditions of Sale, the purchaser may be compelled to pay 10% (ten per centum) of the purchase price as "roukoop".
- (g) The full conditions of sale are available for inspection at the office of the Sheriff, Brits.

Dated at Brits this 15th day of November 1995.

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

Case No. 3342/95

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

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED**, Plaintiff, and **PHILLIPPUS JOHANNES HOFFMAN & FREDERICKA ELIZABETH HOFFMAN**, Defendants

Pursuant to a judgment of this Court and subsequent Warrant for Execution dated 18th October 1995 the hereunder-mentioned property will be sold in execution to the highest bidder at the Magistrate's Office Brits, on the **9th day of February 1996 at 09:00 am**, namely:

Erf 14, situate in the Township Elandsrand; Registration Division J Q Transvaal; Measuring 1 380 square metres, held under Deed of Transfer T17422/1981.

The following improvements exist on the property, although in this respect nothing is guaranteed: Dwellinghouse.

Material conditions of the sale are:

- (a) The sale will be held by Public Auction and without reserve and will be "voetstoots".
- (b) The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by the Plaintiff from date of sale to date of payment.
- (c) Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Brits.
- (d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the local authority, interest, etc.
- (e) The purchase price shall be paid as to 10% (ten per centum) thereof of R400,00 (fourhundred rand) whichever is the greater, together with the Sheriff's Auction charges of 4% of the sale price, immediately after the sale, in cash or by Bank guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a Bank or Building Society guarantee within 14 (fourteen) days from date of sale.
- (f) Failing compliance with provisions of the Conditions of Sale, the purchaser may be compelled to pay 10% (ten per centum) of the purchase price as "roukoop".
- (g) The full conditions of sale are available for inspection at the office of the Sheriff, Brits.

Dated at Brits this 15th day of November 1995.

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

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **PHILIPPUS ARNOLDUS MYBURGH & EVELIENA MYBURGH**,
Defendants

Pursuant to a judgment of this Court and subsequent Warrant of Execution dated 12.10.95 reissue the hereundermentioned property will be sold in execution to the highest bidder at the Magistrate's Office, Brits, on the **9th day of February 1996 at 09:00**, namely:

Portion 37 (portion of Portion 36) of the Farm Buffelsfontein 465; Registration Division J Q, Transvaal; measuring 12,3993 hectare; held under Deed of Transfer T72014/92.

The following improvements exist on the property although in this respect nothing is guaranteed: Dwellinghouse and outbuildings.

Material conditions of the sale are:

- (a) The sale will be held by Public Auction and without reserve and will be "voetstoots".
- (b) The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property held by Plaintiff from date of sale to date of payment.
- (c) Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Brits.
- (d) The purchaser shall pay amounts necessary to obtain transfer of the property including all costs of transfer, transfer duty, site rentals and other charges due to the Local Authority, interest, etc.
- (e) The purchase price shall be paid as to 10% (ten per centum) thereof of R400,00 (four hundred rand) whichever is the greater, together with the Sheriff's Auction charges of 4% of the sale price immediately after the sale, in cash or by bank guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from date of sale.
- (f) Failing compliance with provisions of the Conditions of Sale, the purchaser may be compelled to pay 10% (ten per centum) of the purchase price as "roukoop".
- (g) The full Conditions of Sale are available for inspection at the office of the Sheriff, Brits.

Dated at Brits this 15th day of November 1995.

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

Saaknommer: 444/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WARMBAD GEHOU TE WARMBAD

In die saak tussen **ABSA BANK BEPERK (UNITED DIVISIE)**, Eiser, en **MICHAEL MARIUS ERASMUS**, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n Lasbrief tot Eksekusie gedateer die 15de dag van Augustus 1995, sal hierdie ondervermelde eiendom geregtelik verkoop word op die **8ste dag van Februarie 1996 om 10:00 voormiddag** voor die Landdroskantoor, Warmbad, Moffatstraat, Warmbad, aan die persoon wie die hoogste aanbod maak, naamlik:

Gedeelte 5 van die plaas Buisfontein 451, Registrasie Afdeling K.R., Noordelike Provinsie; groot 21,4133 (een-en-twintig komma vier een drie drie) hektaar; gehou kragtens Akte van Transport No. T37443/1992.

Die verkoopvoorwaardes, wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Landdros, Warmbad, p/a G. H. Erasmus, Bulgerivier, Posbus 505, Ellisras. Telefoonnommer (014) 763-3732.

Die belangrikste voorwaardes daarin vervat is die volgende:

Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word onderworpe aan die regte van enige moontlike Verbandhouer soos uiteengesit in die verkoopvoorwaardes. Tien persent (10%) van die koopprys moet as deposito betaal word by die toeslaan van die bod en die balans moet betaal word by wyse van 'n goedgekeurde waarborg binne dertig (30) dae na datum van die verkoping.

Geteken te Warmbad op die 28ste dag van November 1995.

J. Koorts, vir Herman & Oberholzer, Prokureur vir Eksekusieskuldeiser, Paratusgebou, Pretoriaweg 2, Warmbad, 0480. [Tel. (014) 736-2161/2/3.] (Verw. mnr. Koorts A/jb.)

Case No. 7461/95

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **DIPHAPANG MESHACK MAKHETA**, Defendant

In execution of a Judgment of the Supreme Court of South Africa, (Transvaal Provincial Division), in the abovementioned suit, a sale will be held by the Sheriff of Potchefstroom on the **2nd February 1996 at 11:00** at the Main entrance of the Magistrate's Court, Fochville of the undermentioned property of the Defendant, on the Conditions of Sale to be read out by the auctioneer at the time of the sale:

Erf 3375 Wedela Extension 1, Registration Division I Q in the Northern Province, 240 Square metres in extent, held by virtue of Certificate of Registered Grant of Leasehold TL 83693/90.

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

"1 Bathroom, 3 bedrooms, kitchen/lounge".

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

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

Dated at Pretoria this 7th day of December 1995.

Savage Jooste & Adams Inc., Plaintiff's Attorneys, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Kartoudes/eab/60600.)

Saak Nr. 8681/95

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDBURG GEHOU TE RANDBURG

In die saak tussen **MIDRAND/RABIE RIDGE/IVORY PARK METROPOLITAANSE SUBSTRUKTUUR**, Eiser, en
FLUXMANS INVESTMENTS BK, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 28 Junie 1995 sal die ondervermelde eiendom op **20ste dag van Februarie 1996 om 14:30** deur die Balju Halfweghuis/Alexandra voor die Landdroshof Randburg, Jan Smutsrylaan, Randburg aan die hoogste bieder geregteelik verkoop word:

Hoewe 91, Blue Hills-landbouhoewes; Registrasie Afdeling J.R., Transvaal, groot 3,0470 hektaar; gehou kragtens Akte van Transport T26125/1959; bekend as Mainweg 91, Blue Hills-landbouhoewes.

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

Sonering: Landbouhoewe.

Die verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Halfweghuis/Alexandra, 1ste Vloer, Blok D, Lochner Park, hoek van Richardsrylaan en Suttielaan, Halfweghuis en bevat onder andere die volgende:

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

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 5% tot 'n prys van R20 000,00 en daarna 3% tot 'n maksimum geld van R6 000,00 met 'n minimum van R200,00 plus BTW.

Geteken te Pretoria hierdie 2de dag van Januarie 1996.

Eben Griffiths & Vennote, p/a Docex Sentrale, 1ste Vloer, Metro Sentrum, Hendrik Verwoerdrylaan, Randburg. [Tel. (012) 654-1007/654-1039.] (Verw. mnr. Griffiths/svn.)

Saak Nr. 26348/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDBURG GEHOU TE RANDBURG

In die saak tussen **DIE STADSRAAD VAN MIDRAND**, Eiser, en **THAMSANQA SYLVESTER BOMVANA**, Eerste Verweerder,
NTHABISENG MAUREEN BOMVANA, Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 16 Februarie 1995 sal die ondervermelde eiendom op **20ste dag van Februarie 1996 om 14:30** deur die Balju Halfweghuis/Alexandra voor die Landdroshof Randburg, Jan Smutsrylaan, Randburg aan die hoogste bieder geregteelik verkoop word:

Erf 440 Kyalami Estate Uitbreiding 2, Registrasie Afdeling J.R., Transvaal, groot 995 vierkante meter; gehou kragtens Akte van Transport T16707/1994; bekend as hoek van Longchampstraat- en Kennilworthweg 440, Kyalami Estate Uitbreiding 2.

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

Sonering: Residensieel.

Die verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Halfweghuis/Alexandra, 1ste Vloer, Blok D, Lochner Park, hoek van Richardsrylaan en Suttielaan, Halfweghuis, en bevat onder andere die volgende:

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

(b) Die koper moet afslagsgelde op die dag van die verkoping betaal teen 5% tot 'n prys van R20 000,00 en daarna 3% tot 'n maksimum geld van R6 000,00 met 'n minimum van R200,00 plus BTW.

Geteken te Pretoria hierdie 4de dag van Januarie 1996.

Eben Griffiths & Vennote, p/a Schwellnus, Spies & Haasbroek Ing., 2de Vloer, Randparkgebou, Doverstraat 20, Randburg.
[Tel. (012) 654-1007/654-1039.] (Verw. mnr. Griffiths/svn.)

Saaknommer 93/20653

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA BANK BEPERK**, Applikant, en **WALTER, ESTE**, 1ste Respondent, en
Walter, Heinz Erich, 2de Respondent

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer die 7de dag van September 1993, en 'n lasbrief vir Eksekusie word die volgende eiendom in eksekusie verkoop op die **6de dag van Februarie 1996 om 10:00** by die kantore van die Balju Randburg te Elna Randhof 9, hoek van Selkirk en Blairgowrie Weg, Blairgowrie, aan die hoogste bieder:

Erf 39 Ferndale Dorpsgebied, Registrasie Afdeling IQ; die Provinsie Gauteng, groot 4 015 (vierduisend-en-vyftien) vierkante meter, gehou kragtens Akte van Transport T7784/1981.

Sonering: Woonhuis, geleë te 496 Cork Laan, Ferndale, en bestaande uit die volgende: Beskrywing: 2 Slaapkamer woning met teëldak, kombuis (geteël), eetkamer, familiekamer, sitkamer, 2 badkamers (geteël), wynkelder, ingeboude kroeg, 2 buitekamers en toilet, opwasplek. Somerhuis met teëldak, 1 slaapkamer, badkamer, kombuis, sitkamer, snoekerkamer, kroeg (ondervloerse verhitte). Dubbel motorhuis, swembad, baksteen.

Terme: Die Koopprys sal wees 10% (tien persent) daarvan by verkoping en die balans moet binne 10 dae verseker word by wyse van 'n bank- of bouvereniging waarborg.

Voorwaardes: Die volle voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Hooggeregshof.

Geteken te Johannesburg op hierdie 2de dag van Januarie 1996.

J. H. de Villiers, vir Tim du Toit & Kie Ing., 7de Vloer, Nedbank Mall, Commissionerstraat 145, Johannesburg; Posbus 1196, Johannesburg, 2000. [Tel. (011) 331-3868.] [Fax. (011) 331-9700.] (Verw. mnr. van der Merwe/bt/LW12.)

Case No. 94/18413

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **STANNIC FLEET MANAGEMENT (PTY) LIMITED**, Execution Creditor, and **STRONG, RONALD WILFRED**, Execution Debtor

In terms of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) dated the 29th day of November 1994 and a Warrant of Execution dated the 12th day of December 1994, the following property shall be sold in execution, without reserve, to the highest bidder, at **10:00 on the 9th day of February 1996** at the offices of the Sheriff situated at 182 Progress Road, Technikon, District Roodepoort, namely:

Erf 809, Strubensvalley, Extension 3, Township, Registrasie Dibision I.Q., Transvaal, measuring 676 (six hundred and seventy-six) square metres, held by Deed of Transfer No. T46312/1991, also known as 984 Staatspond Avenue, Strubensvalley, Roodepoort.

Terms: Ten percent (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, 182 Progress Road, Technikon, District Roodepoort.

The mentioned Conditions of Sale will be read out aloud by the Sheriff before the start of the sale.

Dated at Johannesburg on this the 3rd day of January 1996.

W. J. Cronjé, for Aucamp & Cronjé, Plaintiff's Attorneys, 1st Floor, Momentum Life Building, 12 Baker Street, Rosebank; P.O. Box 1958, Parklands, 2121; Docex 503; Johannesburg. (Tel. 880-9211/2/3.) (Mr Cronjé/VIR/M3.93.)

Case No. 12481/93

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

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED**, Plaintiff, and **MOAGI GEOFFREY MASEMOLA**,
First Defendant, **MMATSEKE GLADYS MASEMOLA**, Second Defendant

In execution of a Judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the abovementioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on **7th February 1996, at 14:00** at the Office of the Sheriff, 13 Pennsylvania Road, Evander:

Erf 5009, Embalenhle Extension 9 Township, Registration Division I.S., Transvaal, measuring 400 (four hundred) square metres, held by First and Second Defendants under Deed of Transfer of Leasehold No. TL.62303/89, situated at 5009 Limpopo Road, Embalenhle Extension 9, Evander.

The following information is furnished, though in this respect nothing is guaranteed: A sub-economic high maintenance tile roof dwelling with a basic layout, consisting of lounge, kitchen 3 bedrooms, bathroom, toilet. Brick paving and wire fencing.

Terms: Ten percent of the purchase price in cash on the day of the sale, the balance against Transfer, to be secured by a Bank or Building Society Guarantee, to be furnished to the Sheriff within 30 (Thirty) days after the date of the sale.

Conditions: The Conditions of Sale may be inspected at this office or at the office of the Sheriff, Supreme Court, Evander.

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria.
(Tel. 325-1501.) (Ref. L365479/ldw.)

Saak No. 59923/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS BANK BEPERK**, Eiser, en **JACOBUS COENRAAD SCHOEMAN**, Verweerder,
NATASJA SCHOEMAN, 2de Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n Lasbrief vir Eksekusie gedateer 27 Oktober 1995 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof Pretoria Wes te Kamer 603A, Olivettihuis, hoek van Schubart- en Pretoriusstrate, Pretoria, aan die Hoogste bieder op **8 Februarie 1996 om 10:00**:

Erf 311, geleë in die dorpsgebied Suiderberg, Registrasie Afdeling JR, Provinsie van Gauteng, groot 1339 (eenduisend driehonderd nege-en-dertig) vierkante meter (beter bekend as Houtnekstraat 12, Suiderberg).

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Leë erf.

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

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

Geteken te Pretoria op hierdie 5 Januarie 1996.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Vloer, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. Mev. Engels/JR58048.)

Saak No. 95/71867

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **FIDELITY BANK LIMITED**, Eiser, en **DAWN JOAN LORNA EDWARDS (NOW DAVIDS)**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 29 November 1995 uitgereik deur bogemelde Agbare Hof, sal die ondervermelde eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Wes, te Kamer 603A, 6de Vloer, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder op **15 Februarie 1996 om 10:00**:

Deel 80 soos getoon en meer volledig omskryf op Deelplan SS95/83 in die skema bekend as Polwin ten opsigte van die land en gebou of geboue geleë in die dorpsgebied, Pretoria, Plaaslike Owerheid: Die Sentrale Pretoria Metropolitaanse Substruktuur.

Groot: 74 (vier-en-sewentig) vierkante meter.

(Beter bekend as 1404 Polwin Court, Bosmanstraat, Pretoria.)

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Woonstel met 1½ slaapkamer (een en 'n halwe), 1 badkamer, 1 kombuis met sit/eetkamer.

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

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

Gedateer te Pretoria op hierdie 8 Januarie 1996.

S. E. du Plessis, vir Van Der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Vloer, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw: Mev Engels/JF57017.)

Saak No. 44765/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK**, Eiser, en **ABRAHAM CAREL ADRIAAN MARTYS KOEKEMOER**,
Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 26 Mei 1995 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Pretoria-Suid op **14 Februarie 1996 om 10:00 vm** die ondervermelde eiendom in eksekusie verkoop te Fehrslaan Sentrum, 130B Strubenstraat, Pretoria, aan die hoogste bieder;

Die eiendom wat aldus te koop aangebied word, staan bekend as Senoritastraat 461, Christoburg, Pretoria, en word omskryf as Erf 238, Christoburg, Pretoria, groot 1 759 vierkante meter, gehou kragtens Akte van Transport No. T 19660/86.

Die eiendom bestaan na bewering, maar sonder 'n waarborg, uit: Ingangsportaal; sitkamer; eetkamer; kombuis; 3 slaapkamers; stort; platdak; bediendekamer.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Pretoria-Suid, Edenpark, Hoewe 83, hoek van Gerhardstraat en Weslaan, Lyttelton A/H, Verwoerdburgstad.

Geteken te Pretoria hierdie 8 dag van Januarie 1996.

R. F. Kruse, vir Couzyn Hertzog & Horak Ing., Praetor Forumgebou, Van der Waltstraat 269, Pretoria. (Tel. 322/8780.) (Verw: T Horak/T2251.)

Case No. 7759/95

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

In the matter between **STANDARD BANK**, Plaintiff, and **ROOI MFANA MTSHWENI**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the abovementioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on **9th February 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):

Leasehold Site No. 620, Block No. M together with all erections or structures thereon as shown on General Plan No. PB 151/1983 in the Township of Soshanguve district of Pretoria; measuring 450 (Four hundred and fifty) square metres; held by virtue of certificate of Leasehold No. 364/91, situated at 620 Soshanguve M.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling house with tiled roof, consisting of 2 bedrooms, lounge, kitchen, bathroom and toilet.

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

Conditions: The Conditions of Sale may be inspected at this office or at the office of the Sheriff, Supreme Court, Wonderboom.

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. L435857/ldw.)

Case No. 16614/95

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

In the matter between **STANDARD BANK**, Plaintiff, and **CHRISTOFFEL JOHANNES SMIT**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the abovementioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on **9th February 1996, at 10:00** at the Office of the Sheriff, 54A Lang Street, Lichtenburg:

Portion 1 of Erf 140, situated in the Township Lichtenburg, Registration Division I.P. Transvaal; measuring 4 461 (four thousand four hundred and sixty-one) square metres, held by virtue of Deed of Transfer No. T.5168/94, situated at 39 Daniel Street 39, Lichtenburg.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling house with corrugated iron roof, consisting of 3 bedrooms, lounge, family room, kitchen, bathroom and toilet. 1 Garage, laundry and toilet. Precast walls and wire fencing.

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

Conditions: The Conditions of Sale may be inspected at this office or at the office of the Sheriff, Supreme Court, Lichtenburg.

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. R3/447982/dw.)

Case No. 94/17192
PH 140

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED**, Plaintiff, and **BLACK, KEVIN JAMES**, Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, the property listed herein will be sold on the **2nd day of February 1996 at 11:15** at 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Erf 85, Farrar Park Township. Registration Division I.R., the Province of Gauteng, in extent 1 055 (one thousand and fifty-five) square metres, held under deed of Transfer T19056/1990, situated at 12 Robinson Avenue, Farrar Park, Boksburg.

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

Description: A residential dwelling.

Main Building: Kitchen, lounge, dining room, 2 bathrooms, 2 toilets, TV Room and 3 bedrooms.

Outbuildings: 1 wendy hut, 1 outside room with toilet and 1 double garage.

Constructed: Brick under tile roof.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 18,25% (eighteen point two five per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Supreme Court, Boksburg, 182 Leeuwpoot Street, Boksburg.

Dated at Johannesburg on this the 11th day of December 1995.

Orelowitz Incorporated, Plaintiff's Attorneys, 1st Floor, Palm Grove, Grove City, 196 Louis Botha Avenue, Houghton Estate; P.O. Box 46366, Orange Grove, 2119. (Tel. 483-1737/41/44/62/66.) (Fax. 483-1785.) (DX495) (Ref. S5317/Mr Orelowitz/bw.)

Saak No. 55806/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK-UNITED**, Eiser, en **THOMAS ALEXANDER BROUGH**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 15/9/95 en ter uitvoering van 'n Lasbrief vir Eksekusie, sal die Balju Pretoria-Oos op **14/2/96 om 10:00** die ondervermelde eiendom in eksekusie verkoop te Fehrslaansentrum, Strubenstraat 130B, Pretoria, aan die hoogste bieder.

Die eiendom wat aldus te koop aangebied word, staan bekend as Lornastraat 759, Moreletapark en word omskryf as Erf 1115, Moreletapark X10, groot 1 133 vk meter.

Die eiendom bestaan na bewering, maar sonder waarborg, uit 'n woning onder 'n teëldak, ingangsportaal, sitkamer, familie-kamer, eetkamer, kombuis, 4 slaapkamers, 2 badkamers, studeerkamer, opwaskamer, patio, matie en teël vloere. **Buitegeboue:** Motorhuise x 2, toilet.

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

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

Geteken te Pretoria hierdie 9de Januarie 1996.

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

Saak No. 15456/94

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

In die saak tussen **NBS BANK BEPERK**, Eksekusieskuldeiser, en **NOZENZO PAULINE MASILELA**, Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van 10 November 1995 en 'n Lasbrief vir Eksekusie gedateer die 1 Februarie 1995 die hiernagenoemde eiendom op Donderdag die **29ste Februarie 1996 om 10:00** by die kantoor van die Balju, Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopswaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopswaardes nagegaan kan word te die kantoor van die Balju, Parkstraat 8, Kempton Park:

Erf 4281, Tembisa Uitbreiding 11 Dorpsgebied, Registrasie Afdeling I R Transvaal, groot 280 vierkante meter, ook bekend as 4281 Tembisa Uitbreiding 11, Kempton Park, gehou onder Titelakte No. TL83187/91.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie: 1 toilet, 1 badkamer, 1 eetkamer, 2 slaapkamers, 1 kombuis, alles onder 'n teëldak.

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

Gedateer te Kempton Park hierdie 8 Januarie 1996.

M. M. Cowley, vir Jacobs & Moodie, Myrtle Gebou, 2de Vloer, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. Mev. Cowley/RDB/LN1629.)

Saak No. 13080/95

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

In die saak tussen **NBS BANK BEPERK**, Eksekusieskuldeiser, en **SELLO PETRUS TSOTETSI**, 1ste Eksekusieskuldenaar, en **JABILE ROSELINA TSOTETSI**, 2de Eksekusieskuldenaar

Ingevolge 'n uitspraak in die Landdroshof van 24 November 1995 en 'n Lasbrief vir Eksekusie gedateer 17 November 1995 die hiernagenoemde eiendom op Donderdag die **29ste Februarie 1996 om 10:00** by die kantoor van die Balju, 8 Parkstraat, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopswaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopswaardes nagegaan kan word te die kantoor van die Balju, 8 Parkstraat, Kempton Park:

Erf 4297, Tembisa Uitbreiding 11 Dorpsgebied, Registrasie Afdeling I R Transvaal, groot 263 vierkante meter, ook bekend as 4297 Tembisa Uitbreiding 11, gehou onder Titellakte No. TL8759/93.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie: 1 badkamer, 1 toilet, 1 eetkamer, 3 slaapkamers, 1 kombuis alles onder 'n teëldak.

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

Gedateer te Kempton Park hierdie 8ste Januarie 1996.

M. M. Cowley, vir Jacobs & Moodie, Myrtle Gebou, 2de Vloer, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. Mev. Cowley/RDB/LN2081.)

Saak No. 12201/94

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

In die saak tussen **NBS BANK BEPERK**, Eksekusieskuldeiser, en **ISAAC SIPHO NCOBO**, 1ste Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van 14 Februarie 1995 en 'n lasbrief vir eksekusie gedateer die 3 Februarie 1995 die hiernagenoemde eiendom op Donderdag die **29ste Februarie 1996 om 10:00** by die kantoor van die Balju, 8 Parkstraat, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopswaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopswaardes nagegaan kan word te die kantoor van die Balju, 8 Parkstraat, Kempton Park:

Erf 4304, Tembisa Uitbr. 11 Dorpsgebied, Registrasie Afdeling IR, Transvaal, groot 221 vierkante meter, ook bekend as 4304 Tembisa Uitbreiding 11, gehou onder Titellakte No. T85862/91.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie: 1 sitkamer; 1 eetkamer; 1 kombuis; 1 badkamer; 3 slaapkamers, alles onder 'n teëldak.

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

Gedateer te Kempton Park hierdie 8ste Januarie 1996.

M. M. Cowley, vir Jacobs & Moodie, Myrtle Gebou, 2de Vloer, Wesstraat 23, Posbus 75, Kempton Park, 1620. Tel. 970-1216. (Verw. mev. Cowley/RDB/LN1616.)

Saak No. 013326/95

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

In die saak tussen **NBS BANK BEPERK**, Eksekusieskuldeiser, en **TUBATSE PETROS NTJANA**, 1ste Eksekusieskuldenaar, **NOMAVUNDU MARTHA NTJANA**, 2de Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van 27 November 1995 en 'n lasbrief vir eksekusie gedateer die 22ste November 1995 die hiernagenoemde eiendom op Donderdag, die **29ste Februarie 1996 om 10:00** by die kantoor van die Balju, 8 Parkstraat, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopswaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopswaardes nagegaan kan word te die Kantoor van die Balju, 8 Parkstraat, Kempton Park:

Erf 700, Tembisa Uitbr. 1 Dorpsgebied, Registrasie Afdeling IR, Transvaal, groot 320 vierkante meter, ook bekend as 700 Tembisa Uitbr. 1, Kempton Park, gehou onder Titellakte No. TL71110/87.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie: 1 sitkamer; 1 eetkamer; 1 badkamer; 1 toilet; 3 slaapkamers, 1 motorhuis; 1 familie/TV kamer; 1 kombuis; alles onder 'n teël dak.

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

Gedateer te Kempton Park hierdie 8ste Januarie 1996.

M. M. Cowley, vir Jacobs & Moodie, Myrtle Gebou, 2de Vloer, Wesstraat 23, Posbus 75, Kempton Park, 1620. Tel. 970-1216. (Verw. mev. Cowley/RDB/LN2093.)

Case No. 69120/1991

PH 157

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

In the matter between **NBS BANK LIMITED** (Reg. No. 87/01384/06), Judgment Creditor, and **STEWART COCKBURN**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, district Johannesburg and writ of execution the property listed hereunder which was attached on the 24th August 1995 will be sold in execution on Friday the **9th day of February 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:

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

The following improvements are reported to be on the property, but nothing is guaranteed: Residence; single storey dwelling, detached, built of bricks and painted plaster under pitched tiled roof. Floors: Fitted carpets and tiles, comprising lounge, diningroom, entrance hall, kitchen, 3 bedrooms, 1 bathroom, shower and 1 w.c. Outbuildings: 1 garage, servants' quarters, 1 w.c. and laundry. Improvements: Brick and concrete boundary walls, swimming pool and paving.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for 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 the 8th day of January 1996.

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

Case No. 8111/1991

PH 157

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

In the matter between **NATAL BUILDING SOCIETY LIMITED** (now known as NBS BANK LIMITED) (Reg. No. 87/01384/06), Judgment Creditor, and **ANNA ELIZABETH VAN DER WESTHUIZEN**, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, district Johannesburg, and writ of execution of the property listed hereunder which was attached on the 28th September 1995 will be sold in execution on Friday the **9th day of February 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:

Erf 1357, in the Township of Rosettenville Township, Registration Division I.R., the Province of Gauteng, in extent 520 (five hundred and twenty) square metres, situated at 9 Japie Street, Rosettenville Extension, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence; single storey dwelling, detached, built of face bricks and painted plaster under pitched corrugated iron roof, tiles and wooden strip flooring, comprising lounge, entrance hall, kitchen, scullery, pantry, 3 bedrooms, 1 bathroom, 1 w.c. front sun room and back porch. Outbuildings: 1 garage, servant quarters and 1 w.c. (not working) and laundry. Improvements: Fencing, brick walling and paving.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for 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 the 8th of January 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D McCarthy/J. Soma/MN2858.)

Case No. 22807/1995
PH 196IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NBS BANK LIMITED**, Plaintiff, and **KGALADI: RICHARD**, First Defendant, **KGALADI: ALETTA**,
Second Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the office of the Sheriff, 1st Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on the **6th day of February 1996 at 10:00** of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, 1st Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, prior to the sale:

Erf 2646, in the Township of Spruitview, Registration Division I.R., the Province of Gauteng, in extent 369 (three hundred and sixty-nine) square metres, situated at 2646 Spruitview Township.

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 pitched tiled roof, floors: Fitted carpets and tiles, comprising lounge, diningroom, kitchen, 3 bedrooms, 1 bathroom and 1 w.c. outbuildings: Boundary fencing.

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

Dated at Johannesburg on this the 8th day of January 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.)
(Ref. D. McCarthy/J. Soma/MN6918.)

Case No. 6757/1995
PH 196IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NBS BANK LIMITED**, Plaintiff, and **RIKHOTSO: MURAGENI MICHAEL**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the salerooms of the Sheriff, 182 Progress Road, Technikon, Roodepoort on the **9th day of February 1996 at 10:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Roodepoort, 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Erf 10328, in the Township of Dobsonville Extension 3, Registration Division I.Q., the Province of Gauteng, in extent 476 (four hundred and seventy-six) square metres, situated at 10328 Dobsonville Extension 3.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence; single storey dwelling, detached, built of bricks and painted plaster, under tiled roof, floors: Cement tiles, comprising lounge, diningroom, kitchen, 3 bedrooms, 2 bathrooms and 2 w.c.'s, outbuildings: Boundary fencing.

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

Dated at Johannesburg on this the 8th day of January 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.)
(Ref. D. McCarthy/J. Soma/MN6748.)

Case No. 31144/1994
PH 196IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NBS BANK LIMITED**, Plaintiff, and **KHOZA: FANISILE GLORIA**, Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the office of the Sheriff, 1st Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on the **6th day of February 1996 at 10:00** of the undermentioned property of the Defendant on the Conditions which will lie for inspection at the offices of the Sheriff, Alberton, 1st Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, prior to the sale:

Erf 2651, in the Township of Spruitview, Registration Division I.R., the Province of Gauteng, in extent 340 (three hundred and forty) square metres, situated at 2651 Spruitview Gardens, Alberton.

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 Vinyl Tiles, comprising Lounge, Diningroom, Kitchen, 3 bedrooms, 1 bathroom and 1 W.C. Outbuildings: Boundary Fencing.

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

Dated at Johannesburg on this the 8th of January 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.)
(Ref. D. McCarthy/J. Soma/MN6697.)

Case No. 15026/1995
PH 196IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NBS BANK LIMITED, Plaintiff, and MLABA: VUSUMUZI ISHMAEL**, First Defendant, and **MBATHA: NOMAKIEHI FLORENCE**, Second Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the offices of the Sheriff, 50 Edwards Avenue, Westonaria, on the **9th day of February 1996 at 10:00** of the undermentioned property of the Defendants on the Conditions which will lie for inspection at the offices of the Sheriff, Westonaria, 50 Edwards Avenue, Westonaria, prior to the sale:

Erf 880, in the Township of Lawley Extension 1, Registration Division I.Q., the Province of Gauteng in extent 402 (four hundred and two) square metres, situated at 880 Imperial Crescent, Lawley Extension 1.

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

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

Dated at Johannesburg on this the 9th of January 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6839.)

Case No. 19492/1995
PH 196IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NBS BANK LIMITED, Plaintiff, and TSHABALALA: NTOMBIZODWA ELLEN**, Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the offices of the Sheriff, 50 Edwards Avenue, Westonaria, on the **9th day of February 1996 at 10:00** of the undermentioned property of the Defendant on the Conditions which will lie for inspection at the offices of the Sheriff, Westonaria, 50 Edwards Avenue, Westonaria, prior to the sale:

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

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

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

Dated at Johannesburg on this the 8th of January 1996.

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

SALE IN EXECUTION

The property listed hereunder will be sold in Execution and by Public Auction on **15th February 1996 at 11:00 a.m.** at the property namely:

Certain Erf 605, Atlasville Extension 1 Township, situated at 11 Crane Road, the Township of Atlasville Extension 1, district of Boksburg, measuring 1 230 (one thousand two hundred and thirty) square metres.

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

Building built of brick and plaster, comprising an entrance hall, lounge, diningroom, kitchen, four bedrooms, two bathrooms, familyroom, a flat comprising an entrance hall, lounge, kitchen, bedroom and a dressing room.

The material terms are 10% of the purchase price payable in cash on conclusion of the sale and the balance on transfer secured by guarantee within 14 days of sale. The purchaser will be liable for auctioneer's commission and arrear rates and taxes and the full conditions will be read prior to the sale and can be inspected at the office of the Sheriff of the Court and/or at the offices of the Property Mart, 244 Louis Botha Avenue, Pogir Bastion Insurance House, 1st Floor, Orange Grove, at any time prior to the sale.

Case No. 5003/95

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

In the matter between **FIRST NATIONAL BANK OF SA LTD, Plaintiff, and N A MAHLANGU**, 1st Defendant, **S T MAHLANGU**, 2nd Defendant

In pursuance of a Judgment in the Court for the Magistrate of Benoni on the 7th November 1995 and Writ of Execution issued pursuant thereto the property listed hereunder will be sold in Execution on **21st February 1996 at 11:00 a.m.** in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 693, Crystal Park Township, situated on 2 Saldanha Street, in the Township of Crystal Park, district of Benoni, each measuring 1 526 (one thousand five hundred and twenty-six) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: A building built of brick and plaster, tiled roof, comprising of entrance hall, lounge, diningroom, kitchen, scullery, 3 bedrooms, 2 bathrooms, 1 workshop, 1 front porch and 2 garages.

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

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

Dated at Benoni on this 5th day of January 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue. (Tel. 422-1350.) (Ref. F0002D/Mrs West.)

Case 11326/95

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

In the matter between **FIRST NATIONAL BANK OF S.A. LTD** (Reg. No. 05/01225/06), Plaintiff, and
PETRUS JOHANNES FREDERICK BOUWER, Defendant

In pursuance of a Judgment in the Court for the Magistrate of Boksburg on the 20 November 1995 and Writ of Execution issued pursuant thereto the property listed hereunder will be sold in Execution on **16 February 1996 at 11:15** at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 1104, Impalapark Township, situated on 4 Perseus Street, Impalapark, in the Township of Impalapark, district of Boksburg, measuring 843 (eight hundred and forty-three) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising of entrance hall, lounge, family room, dining room, study, kitchen, scullery, 3 bedrooms, 1 bathroom, 1 shower, 1 toilet, storeroom; outbuildings carport and 1 w/c.

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

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

Dated at Boksburg on this the 5 January 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. F35003/Mrs West.)

**Case No. 20002/95
PH 45**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED**, formerly NEDPERM BANK LIMITED, Plaintiff, and **VENTER, LINDA LOUISE**, Defendant

In execution of a judgment of the Supreme Court of South Africa, (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve and subject to written confirmation by the Plaintiff, will be held at the offices of the Sheriff, 9 Elna Randhof, corner of Selkirk and Blairgowrie Drive, Blairgowrie, Randburg, on Tuesday, **13 February 1996, at 10:00** of the undermentioned property of the Defendant on the Conditions to be read out by the Auctioneer at the time of the Sale and which Conditions may be inspected at the offices of the Sheriff, Randburg, prior to sale:

The unit consisting of Section No. 26 in the Sectional Plan No. SS178/93 in the scheme known as Sunrock Village, situated at Northwold Extension 52 Township, Town Council of Randburg, 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, held under Deed of Transfer No. ST 19201/1994, being 26 Sunrock Village, Northlands, Randburg.

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

Main building: 1 bedroom, lounge, dining-room, kitchen, bathroom, carport.

Outbuilding: N/a.

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 14 (fourteen) days from the date of Sale. Auctioneer's charges, payable on the day of the Sale, to be calculated as follows:

5% on the proceeds of the Sale up to a price of R20 000,00 (twenty thousand rand); and thereafter 3% up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200,00 (two hundred rand).

Dated at Johannesburg this the 9th day of January 1996.

E. Bester, for Cliffe Dekker & Todd Inc., Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg; P.O. Box 61059, Marshalltown, 2107. (Tel. 832-2911.) (Ref. E. Bester/vdh/8.1A: M36826.)

Saak No. 94/23038

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

In die saak tussen **THE AFRICAN BANK LIMITED**, Eiser, en **MITROSPARAS: MICHAEL JOHN**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die Balju, Kempstonlaan 49, Benoni op die **15de dag van Februarie 1996, om 10:00** van die ondervermelde eiendom van die Verweerder wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Benoni voor die verkoping ter insae sal lê:

Sekere onverdeelde halwe aandeel van: (a) Deel No. 23, soos aangetoon en volledig beskryf op Deelplan No. SS10/1986 in die skema bekend as El Remo ten opsigte van die grond en gebou of geboue geleë te Benoni Groter Johannesburgse Metropolitaanse Oorgangsraad van welke deel die vloeroppervlakte volgens voormelde deelplan 81 (agt een) vierkante meter groot is; en (b) 'n onverdeelde halwe aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken; (ook bekend as Woburnlaan 135, Benoni).

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

Vendukoste betaalbaar op die dag van verkoping, sal soos volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R20 000,00 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000,00 (sesduisend rand) en 'n minimum heffing van R200,00 (tweehonderd rand).

Gedateer te Johannesburg op hierdie die 19de dag van Desember 1995.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf M17283.)

Saak No. 94/21540

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

In die saak tussen **THE AFRICAN BANK LIMITED**, Eiser, en **MITROSPARAS: EMMANUEL**, 1ste Verweerder, en **MITROSPARAS: DESPINA**, 2de Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die Balju, Kempstonlaan 49, Benoni op die **15de dag van Februarie 1996, om 10:00** van die ondervermelde eiendom van die Verweerder wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof van Benoni voor die verkoping ter insae sal lê:

Sekere onverdeelde halwe aandeel van: (a) Deel No. 23, soos aangetoon en volledig beskryf op Deelplan No. SS10/1986 in die skema bekend as El Remo ten opsigte van die grond en gebou of geboue geleë te Benoni Groter Johannesburgse Metropolitaanse Oorgangsraad van welke deel die vloeroppervlakte volgens voormelde deelplan 81 (agt een) vierkante meter groot is; en (b) 'n onverdeelde halwe aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken; (ook bekend as Woburnlaan 135, Benoni).

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

Vendukoste betaalbaar op die dag van verkoping, sal soos volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R20 000,00 (twintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000,00 (sesduisend rand) en 'n minimum heffing van R200,00 (tweehonderd rand).

Gedateer te Johannesburg op hierdie die 19de dag van Desember 1995.

Van Wyk De Vries, Eiser se Prokureurs, 42ste Verdieping, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf M17391.)

Saak No. 10648/95

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

In die saak tussen **NBS BANK BEPERK** (Voorheen bekend as NATAL BOUVERENIGING BEPERK), Eiser, en **MALESELA JOHN MOTIMELE**, 1ste Verweerder, en **MMETJA MAGGIE MOTIMELE**, 2de Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 26 Oktober 1995, eiendom hieronder uiteengesit en in eksekusie verkoop op **8 Februarie 1996 om 10:00**, by die Balju kantore, Parkstraat 8, Kempton Park aan die hoogste bieër:

Sekere erf 1100, Maokeng Extension 1 dorpsgebied, Registrasie Afdeling IR, Transvaal in die distrik Kempton Park, ook bekend as Maokeng 1100, Tembisa, 304 m² (driehonderd en vier) vierkante meter groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: 2 slaapkamer, 1 badkamer, 1 toilet, 1 eetkamer, 1 kombuis, 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 21ste dag van Desember 1995.

E. M. Liebenberg, vir Nel & Oosthuizen Prokureurs, Eerste Vloer, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M286/RIM744.)

Saak No. 1681/95

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

In die saak tussen **BODY CORPORATE OF LINLOU COURT**, Eiser, en **MNR. JAMES MALESELA SEKHU**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n Lasbrief vir Eksekusie gedateer 28/8/95, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die Balju kantoor, Parkstraat 8, Kempton Park, aan die hoogste bieder op **8ste Februarie 1996 om 10:00:**

Erf: Eenheid 5, Linlou Hof, Erf 234, Birchleigh Dorpsgebied, Registrasie Afdeling I.R., Provinsie van Gauteng, groot 75 (vyf-en-sewentig) vierkante meter, bekend as Eenheid 5, Linlou Hof, Matumilaan, Birchleigh.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en Reëls daaronder geproklameer.

2. **Terme:** 10% van die koopprys asook die Balju se kommissie sal betaalbaar wees in kontant of aanvaarbare bankgewaarborgde tjek op die dag van die verkoping aan die Balju, en die balans, tesame met rente op die volle koopprys, vanaf datum van verkoping tot datum van registrasie van transport teen Nedcor Bank Bepers se huidige lenings rente, sal binne dertig (14) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. **Voorwaardes:** Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju te Kempton Park.

Mev. A. M. M. van der Merwe, vir Botha Massyn & McKenzie, Prokureurs vir Eiser, Sentraallaan 20, Privaatsak 53, Kempton Park.

**Case No. 94/26702
P/H 561**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED**, Plaintiff, and
KAHN, MR MICHAEL ALFRED, Defendant

In execution of a judgment of the Supreme Court of South Africa, (Witwatersrand Local Division) in the abovementioned suit, a Sale without a reserve price, the price subject to the Plaintiff's approval, will be held at the sale Rooms of the Sheriff of the Supreme Court, Vereeniging at De Klerk, Vermaak and Partners Inc, Overvaal Building, 28 Kruger Avenue, Vereeniging, on **8 February 1996 at 10:00** of the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff:

Certain Erf 1053, Henley on Klip Township, Registration Division I.R. Province of Gauteng, measuring 1 727 (one thousand seven hundred and twenty-seven) square meters held under Deed of Transfer No. T71676/1992, also known as 1053 Nuneham Road, Henley on Klip and consisting of the following: A vacant stand.

Certain Erf 1052, Henley on Klip Township, Registration Division I.R. Province of Gauteng, measuring 1 880 (one thousand eight hundred eighty) square meters held under Deed of Transfer No. T71676/1992, also known as 1052 Cleëve Road, Henley on Klip, and consisting of the following: A vacant stand.

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

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

5% (five percent) on the proceeds of the sale up to a price of R20 000.00 (twenty thousand rand) and thereafter 3% (three percent) on the balance up to a maximum fee of R6 000.00 (six thousand rand) [minimum charge R200,00 (two hundred rand)].

Dated at Johannesburg on this 20 day of December 1995.

J. Tarica, for Tarica, Bowes & Turner, Plaintiff's Attorney, 3rd Fl, Kelhof Building, 112 Pritchard Street, P. O. Box 10914, Johannesburg. (Tel. 336-7061.) (Ref. BD EF50.); C. H. Bowman, Sheriff Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging.

Case No. 8481/95

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

In the matter between **SAAMBOU BANK LIMITED**, Plaintiff, and **BENEDENE MASINA**, 1st Defendant, and
VERONICA MASINA, 2nd Defendant

In pursuance of a judgment granted on the 11th September 1995 in the abovementioned Honourable Court and Warrant of Execution dated 11th September 1995, the following property will be sold in Execution at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, on **23 February 1996 at 11:15**:

Certain Erf 1409, Vosloorus, Extension 2 Township, Registration Division I.R., Transvaal, measuring 473 (four hundred and seventy three) square metres, known as 1409 Vosloorus, Extension 2, Boksburg.

Description: Dwelling and outbuildings, improvements are not guaranteed.

Terms: 10% (ten per centum) of the purchase price, plus Sheriff's commission of 5% (five per centum) of the proceeds of the sale to a price of R20 000,00 and thereafter 3% (three per centum) to a maximum of R6 000,00 and a minimum of R200,00 must be paid to the Sheriff of the Court in cash on the day of Sale and the unpaid balance shall be paid or secured by a bank or building society guarantee within 30 (thirty) days after the date of sale.

The full conditions of sale that will be read out by the Sheriff of the Magistrate's Court immediately prior to the sale, may be inspected at their offices at 182 Leeuwpoot Street, Boksburg.

Dated at Boksburg on this the 9th day of January 1996.

P. W. Möller, for Möller, Venter & Associates, Attorney for Plaintiff, 1st Floor, Dominion Building, 314a Commissioner Street, Boksburg. (Tel. 917-9863/4.) (Ref. Mrs Buchanan.)

Case No. 94/28845

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **MOHAU MELAO PATRICK**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a Sale Without Reserve will be held by the Sheriff, at the Sheriff's Office, 40 Park Street, Randfontein, on the **9 February 1996 at 10:00** of the undermentioned property of the Defendant on the Conditions which will lie for inspection at the Sheriff's Office, 40 Park Street, Randfontein, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 5093, Mohlakeng Extension 3 Township, Registration Division I.Q., Transvaal, measuring 252 (two hundred and fifty-two) square metres, situated at 5093 None Street, Mohlakeng Extension 3 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, diningroom, kitchen, 2 bedrooms, bathroom.

The property is zoned Residential.

Terms: 10% of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of Transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 18 December 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty-sixth Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M28914/PC.)

Case 94/9925

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **SOKUPHA ZANDISILE ARCHIBOLD**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a Sale Without Reserve will be held by the Sheriff, at the Sheriff's Office, 40 Park Street, Randfontein, on the **9 February 1996 at 10:00** of the undermentioned property of the Defendant on the Conditions which will lie for inspection at the Sheriff's Office, 40 Park Street, Randfontein, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 111 (now renumbered 7431), Mohlakeng Extension 1 Township, Randfontein, Registration Division I.Q., Transvaal, measuring 242 (two hundred and forty-two) square metres, situated at Erf 111 (now renumbered 7431), Mohlakeng Extension 1 Township, Randfontein.

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, 2 bedrooms, bathroom, toilet.

The property is zoned Residential.

Terms: 10% of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of Transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 18 December 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty-sixth Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. S27244/PC.)

Case 95/10323

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **SISWANA MNCEDISI ELLIOT**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a Sale Without Reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on the **8 February 1996 at 10:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection, at the offices of the Sheriff of the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

A unit consisting of: (a) Section No. 12 as shown and more fully described on Sectional Plan No. SS 57/81 in the scheme known as Algarve in respect of the land and building of buildings situated at Johannesburg Township, in the area of the Johannesburg Local Authority 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 ST 48680/1992 situated at 206 Algarve, corner Banket & Jager Streets, Hillbrow, Johannesburg.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Flat consisting of 2 bedrooms, bathroom, 2 rooms.

The property is zoned Residential.

Terms: 10% of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of Transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 21 December 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty-sixth Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. S45192/PC.)

Case No. 95/17526

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **BEYA TANA TOM**, 1st Defendant, and **BEYA NDILEKA GERTRUDE**, 2nd Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a Sale Without Reserve will be held at the office of the Sheriff, 182 Leeupoort Street, Boksburg, on the **9 February 1996 at 11:15** of the undermentioned property of the Defendant on the Conditions to be read out by the Auctioneer at the office of the Sheriff, 182 Leeupoort Street, Boksburg, prior to the sale:

Erf 964, Vosloorus Extension 1 Township, Boksburg, Registration Division I.R., Transvaal; measuring 259 (two hundred and fifty-nine) square metres, situated at 964 Khumalo Street, Vosloorus Extension 1 Township, Boksburg.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, 3 bedrooms, bathroom, 3 other rooms. Outbuilding: 2 rooms, garage.

The property is zoned Residential.

Terms: 10% of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of Transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 20 December 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty-sixth Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. B45849/PC.)

Case No. 95/13952

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **BADALA KEWABAFE SAMSON**, 1st Defendant, and
BADALA MIRRIAM MASEGO, 2nd Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the abovementioned suit a Sale Without Reserve will be held by the Sheriff, in front of the Main entrance to the Magistrate's Court, Fochville, on the **9 February 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, at 20 Borrius Street, Baillie Park, Potchefstroom, prior to the sale:

Erf 3190, Wedela Extension 1 Township, Registration Division I.Q., Transvaal; measuring 235 (two hundred and thirty-five) square metres, situated at 3190 Giraffie Street, Wedela Extension 1 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, 2 bedrooms, bathroom, 2 other rooms.

The property is zoned Residential.

Terms: 10% of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of Transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 20 December 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty-sixth Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. B45857/PC.)

Case No. 95/9635

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **BHEKEZULU SANDILE**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the abovementioned suit a Sale Without Reserve will be held by the Sheriff in front of the Main entrance to the Magistrate's Court, Fochville, on the **9 February 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, at 20 Borrius Street, Baillie Park, Potchefstroom prior to the sale:

Erf 3393, Wedela Extension 1 Township, Registration Division I.Q., Transvaal; measuring 240 (two hundred and forty) square metres, situated at Erf 3393, Wedela Extension 1 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, 2 bedrooms, bathroom, 2 other rooms.

The property is zoned Residential.

Terms: 10% of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of Transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 20 December 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty-sixth Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. B45329/PC.)

Case No. 95/17811

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **MELETSE RAMATSHANENG ABRAM**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the abovementioned suit a Sale Without Reserve will be held by the Sheriff in front of the Main entrance to the Magistrate's Court, Fochville, on the **9 February 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, at 20 Borrius Street, Baillie Park, Potchefstroom, prior to the sale:

Erf 3650, Wedela Extension 1 Township, Registration Division I.Q., Transvaal; measuring 226 (two hundred and twenty-six) square metres, situated at Erf 3650, Wedela Extension 1 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, 2 bedrooms, bathroom, 2 other rooms.

The property is zoned Residential.

Terms: 10% of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of Transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 20 December 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty-sixth Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M46075/PC.)

Case No. 95/22917

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

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED**, Plaintiff, and **LEVY FIONA LAURA**,
1st Defendant, and **LEVY GRAHAM SIMON**, 2nd Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a Sale Without Reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on the **8 February 1996 at 10:00** of the undermentioned property of the Defendants on the conditions which will lie for inspection, at the offices of the Sheriff of the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 189, Glenhazel Township, Registration Division I.R., Transvaal; measuring 2 054 (two thousand and fifty-four) square metres, situated at 3 Northfield Avenue, Glenhazel Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, 3 bedrooms, diningroom, kitchen, study, lounge, laundry, familyroom, bathroom/toilet.

The property is zoned Residential.

Terms: 10% of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of Transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 20 December 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty-sixth Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. L46092/SC.)

Case No. 91/17272

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

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED**, Plaintiff, and **MADISA, SAM MPATI**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a Sale Without Reserve will be held at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, on the **9 February 1996 at 11:15** of the undermentioned property of the Defendant on the Conditions to be read out by the Auctioneer at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg prior to the sale:

Erf 8011, Vosloorus Extension 9 Township, Boksburg, Registration Division I.R., Transvaal, measuring 376 (three hundred and seventy-six) square metres, situated at Erf 8011, Vosloorus Extension 9 Township, Boksburg.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, 3 bedrooms, bathroom, toilet, lounge, diningroom, kitchen.

The property is zoned.

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

Auctioneer's charges, payable on the day of sale, to be calculated as follows: 5% (five percent) on the proceeds of the sale up to a price of R20 000.00 (twenty thousand rand) and thereafter 3% (three percent) up to a maximum fee of R6 000.00 (six thousand rand). Minimum charges R200.00 (two hundred rand).

Signed at Johannesburg on the 20 December 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M15600/SC.)

Case No. 95/390

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

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED**, Plaintiff, and
MTHEMBU, SIVUMELWANO STANLEY, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a Sale Without Reserve will be held at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, on the **9 February 1996 at 11:15** of the undermentioned property of the Defendant on the Conditions to be read out by the Auctioneer at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg prior to the sale:

Erf 7734, Vosloorus Extension 9 Township, Boksburg, Registration Division I.R., Transvaal, measuring 347 (three hundred and forty-seven) square metres, situated at Erf 7734, Vosloorus Extension 9 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, lounge, diningroom, kitchen, 3 bedrooms, bathroom, toilet.

The property is zoned Residential.

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

Auctioneers charges, payable on the day of sale, to be calculated as follows: 5% (five percent) on the proceeds of the sale up to a price of R20 000.00 (twenty thousand rand) and thereafter 3% (three percent) up to a maximum fee of R6 000.00 (six thousand rand). Minimum charges R200.00 (two hundred rand).

Signed at Johannesburg on the 20 December 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M29471/SC.)

Case No. 94/10976

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

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED**, Plaintiff, and
MABASA, ELVIS PHAHLELA, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a Sale Without Reserve will be held at the Sheriff's Office, Alberton, on the **6 February 1996 at 10:00** of the undermentioned property of the Defendants on the Conditions which will lie for inspection at the offices of the Sheriff, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, prior to the sale.

Erf 3543, Moleleki Extension 1 Township, Katlehong, Alberton, Registration Division I.R., Transvaal, measuring 260 (two hundred and sixty) square metres, situated at Erf 3543, Moleleki Extension 1 Township, Katlehong, Alberton.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, lounge, kitchen, 2 bedrooms, bathroom.

The property is zoned Residential.

Terms: 10% of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of Transfer, to be secured by a bank- building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneers charges, payable on the day of sale, to be calculated as follows:

5% (five percent) on the proceeds of the sale up to a price of R20 000.00 (twenty thousand rand) and thereafter 3% (three percent) up to a maximum fee of R6 000.00 (six thousand rand). Minimum charges R200.00 (two hundred rand).

Signed at Johannesburg on the 20 December 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M27384/SC.)

Case No. 95/16359

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

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED**, Plaintiff, and **SHABA SHADRACK FANI**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on the **6 February 1996 at 10:00** of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 8981, Tokoza Township, Registration Division I.R., Transvaal, measuring 328 (three hundred and twenty-eight) square metres, situated at Erf 8981, Tokoza Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of entrance hall, lounge, diningroom, kitchen, bedroom, bathroom, toilet.

The property is zoned Residential.

Terms: 10% of the purchase price in cash immediately upon the conclusion of the sale, the balance payable against registration of transfer, to be secured by a bank- building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 20 December 1995.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. S45790/SC.)

Saak No. 745/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WESTONARIA GEHOU TE WESTONARIA

In die saak tussen **NBS BANK BEPERK**, Eiser, en **DANIEL MOKETE THAGANE**, 1ste Verweerder,
MAHALI RAHABA THAGANE, 2de Verweerder

Ingevolge vonnis van die Landdros van Westonaria, distrik Westonaria en lasbrief vir geregtelike verkoping gedateer 12 Mei 1995 sal die ondervermelde eiendom op **9 Februarie 1996 om 10:00** voor die Landdroshof, Edwardslaan 50, Westonaria, aan die hoogste bieder verkoop word:

Erf 3252, Bekkersdal Dorpsgebied, Registrasie Afdeling I.Q., Transvaal, groot 361 (driehonderd een-en-sestig) vierkante meter, gehou kragtens Akte van Transport No. TL27078/90.

Enkelverdieping woonhuis met teëldak bestaande uit: 1 sitkamer, 1 kombuis, 2 slaapkamers, 1 badkamer, 1 toilet. Die volgende verbeteringe word genoem: Draadheining (nie gewaarborg nie). Die volgende verbeteringe word genoem maar nie gewaarborg nie.

Voorwaardes van verkoping: Die koopprys sal betaalbaar wees teen 10% as deposito en die balans van die koopsom op transport.

Die volle voorwaardes van verkoping, wat uitgelees sal word direk voor die verkoping, mag ondersoek word by die kantoor van die Balju van die Landdroshof, Edwardslaan 50, Westonaria. 'n Bouverenigingslening kan vooraf gereël word vir 'n goed-gekeurde koper.

Gedateer te Westonaria hierdie 4de dag van Januarie 1996.

S. W. Kruger, vir Truter Crous Wiggill & Vos, Truvosgebou, Briggsstraat 88, Westonaria. (Tel. 753-1188.) (Verw. SWK/AB/W06234/N436K.)

Case No. 5388/1995

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

In the matter between **NEDCOR BANK LIMITED** (formerly known as Nedperm Bank Limited), Plaintiff, and **TOM MITCHELL**,
 First Defendant, **IRIS MITCHELL**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated the 09th day October 1995, the property listed hereunder will be sold in execution on Friday the **09th February 1996 at 09:00** in the forenoon in front of the Magistrate's Court, Kerk Street, Nigel, to the highest bidder:

Erf 329, Alra Park Township, Registration Division I.R., the Province of Gauteng, measuring 374 (three hundred and seventy-four) square metres, known as 12 Rietbok Avenue, Alra Park, Nigel.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: Main building: Brick building under corrugated iron roof comprising of 1 lounge, 3 bedrooms, 1 bathroom, 1 toilet, kitchen, wall to wall carpets. Fencing: Concrete and wire. Zoned: Residential.

The material conditions of public auction:

1. The sale will be without reserve and voetstoots.
2. The purchaser will pay all costs, of and incidental to the transfer of the property into his name including but not limited to municipal rates, transfer duty and VAT, where applicable, and the Sheriff's commission on the sale and the purchaser will at his own expense obtain a certificate of compliance in respect of the electrical installation.
3. A deposit of 10% of the price, plus costs as in 2 above will be payable by the purchaser immediately after the sale and/or on later request. If the price is R10 000,00 or less the full price will be paid in place of the deposit. Bank guarantees for the payment of the balance of the price against registration of transfer of the property into the purchaser's name are to be delivered to the transferring attorney within 14 days of the sale date.
4. The purchaser will pay interest at 18,25% (eighteen comma two five per centum) per annum on all preferent creditor's claims which will include the execution creditor's claim.
5. Failing compliance with the conditions of sale, the sale may be enforced against the purchaser or alternatively cancelled subject to the purchaser being liable for damages.
6. The sale will be subject to any existing tenancy but if the execution creditor is the purchaser the sale will be free of tenancy.
7. The full conditions of the sale may be inspected at Magistrate's Court or at the Sheriff's office.

Dated at Benoni on this the 3rd day of January 1996.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Execution Creditor's Attorneys, 2nd Floor, Permanent Building, 47 Princes Avenue, P.O. Box 52, Benoni. (Tel. 845-2700.) (Ref. HJF/Miss Nagar.)

Case No. 10640/95

SUPREME COURT
(Transvaal Provincial Division)

In the matter between **STANDARD BANK**, Plaintiff, and **JOHENKO CC**, First Defendant, **JOHAN ANDREW KOTZE**,
Second Defendant, **JOHAN HENDRIK CHRISTOFFEL OOSTHUIZEN**, Third Defendant

In execution of a Judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the abovementioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on **9 February 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):

Remaining extent of Holding 234, Montana Agricultural Holdings Extension 2, Registration Division J.R., Transvaal, measuring 1,9726 (one comma nine seven two six) hectares, held by First Defendant by virtue of Deed of Transfer No T.10155/92, situated at 234 Veda Street, Montana Agricultural Holdings.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling under slade and thatch roof, consisting of 4 bedrooms, 2 lounges, dining room, family room, study, playroom, kitchen, laundry, 2 bathrooms, shower and toilet. 2 Garages, 4 carports, servant's quarters and shower and toilet. Cottage consisting of 3 bedrooms, lounge, dining room, bathroom, shower and toilet.

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

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

A Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 348 Standard Bank Centre, 291 Church Street, Pretoria. (Tel. 325-1501.) (Ref. L442616/ldw.)

Saak No. 95/20297

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

In die saak tussen **ABSA BANK BEPERK**, Eiser, en **VAN JAARVELD, MILLAR VINCENT**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogenoemde saak en 'n lasbrief tot uitwinning uitgereik op 9 Oktober 1995, sal 'n verkoping van onroerende eiendom gehou word te die Verkoopslokaal van die Balju van die Hooggeregshof, Johannesburg-Suid, te Marshallstraat 131, Johannesburg, op **8 Februarie 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 Sheffieldstraat 100, Turffontein, 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 Eenheid 6 in die skema bekend as Chimbóraa Court, ten opsigte van die gebou of geboue geleë te Turffontein Dorpsgebied, groot 115 vierkante meter, gehou kragtens Akte van Transport Nr. ST9744/1995.

Beskrywing: 'n Wooneenheid geleë te Chimbóraa Hof 19, De Villiersstraat, Turffontein, en bestaande uit ingang, sitkamer, eetkamer, drie slaapkamers, badkamer, toilet en kombuis.

Terme: Tien persent (10%) van die koopprys en afslaaersgelde (5% op die eerste R20 000,00 en daarna 3% met 'n maksimum van R6 000,00 en 'n minimum van R200,00 plus BTW) in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 30 (dertig) dae vanaf die datum van verkoping verskaf word.

Gedateer te Johannesburg hierdie 3de dag van Januarie 1996.

Scholtz & Botha, Eiser se Prokureurs, 9de Vloer, North State Gebou, hoek van Mark- & Kruisstraat, Johannesburg. (Tel. 472-1318.) (Verw. mnr. Scholtz/vb/CU0107.) (Balju/afslaer se Tel. 683-8261.)

Case No. 11587/93

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

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **VUSUMUZI GIVEN ZIKHALI**, Defendant

A sale in execution will be held on **Friday, 9 February 1996 at 11:00**, by the Sheriff for the Supreme Court, Wonderboom, Pretoria North at Portion 83, De Onderstepoort (just north of Sasko Mills), Old Warmbaths Road, Bon Accord, of:

All right, title and interest in and to the leasehold in respect of Site No. 3021, together with all erection or structures thereon in the Township or Village of Mamelodi, in the Area of Jurisdiction of the Chief Commissioner for Transvaal Midland, held under Certificate of Right of Leasehold No. 185/1981 dated 3 October 1983, as will more fully appear from General Plan No. L No. 185/1981 MS No. 1210/182.

Registration Division J.R., Transvaal, in extent 297 square metres, known as 3021 Block K, Mamelodi.
Particulars are not guaranteed: Dwelling: Lounge, three bedrooms and bathroom. One storeroom and single garage.
Inspect conditions at the Sheriff for the Supreme Court, Wonderboom, Pretoria North, at Portion 83, De Onderstepoort (just north of Sasko Mills), Old Warmbaths Road, Bon Accord.
MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770 x 313.) [Ref. N1/B-M01713(409867)(373856)/JAA/M Oliphant.]

Case No. 7447/1994

IN THE MAGISTRATE'S COURT OF WONDERBOOM

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **THOMAS GEORGE LIVERSAGE**, 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, **9 February 1996 at 11:00:**

Erf 591, situated in the Township of Doornpoort, Registration Division J.R., Transvaal, measuring 1 200 (one thousand two hundred) square metres, known as 308 Sonneblom Street, Doornpoort.

Particulars are not guaranteed.

Dwelling: Entrance hall, lounge, diningroom, kitchen, three bedrooms and two bathrooms. Carport.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-419232/JAA/M. Oliphant.)

Saak No. 81611/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **DIE BEHERENDE LIGGAAM VAN DEONHOF REGSPERSOON**, Eiser, en **MEV. E. M. E. MASSYN** (VOORHEEN NEL), Verweerderes

Ten uitvoerlegging van die vonnis toegestaan deur bovermelde Agbare Hof op die 18de Januarie 1995 en 'n daaropvolgende Lasbrief vir Eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op die **27ste Februarie 1996 om 10:00**, te N G Sinodale Sentrum, Visagiestraat 234, Pretoria, teweete:

1. a. Akteskantoorbeskrywing: Eenheid 1, van die gebou of geboue bekend as Deonhof geleë in die dorp Gezina, Pretoria, Metropolitaanse Substruktuur, en volledige beskryf of Deelplan SS222/81, groot 100 vierkante meter en gehou onder Sertifikaat van Geregistreerde Deeltitel ST222-1/1981.

b. Straatadres: Deonhof w/s 1, 12de Laan 498, Gezina, Pretoria.

c. Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: 2 Slaapkamer woonstel; 1 badkamer & Toilet; 1 Sit- en Eetkamer; 1 Kombuis.

2. *Verkoopsvoorwaardes:*

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 Landdroshof, Wet No. 32 van 1944, soos gewysig asook die reëls daarkragtens neergelê.

2.2 10% (tien persent) van die koopprijs sal betaalbaar wees in kontant op die dag van die verkoping.

2.3 Die volledige verkoopsvoorwaardes lê vir inspeksie ter insae te Messcor Huis, Margarethastraat 30, Pretoria Sentraal, 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 10de dag van Januarie 1996.

E. Y. Stuart, Prokureur vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.) (Verw. E. Y. Stuart/ns/6331.)

Saak No. 2210/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA BANK BEPERK**, Eiser en **BARNED DIAKANYO MAKAKABA**, 1ste Verweerder, **BOTSIELELE FRANCINA MAKAKABA**, 2de Verweerder

'n Eksekusieverkoping word gehou deur die Balju Ellisras by die Landdroskantoor, Ellisras, op **6 Februarie 1996 om 10:00** van:

Erf 751, in die dorpsgebied Marapong, Registrasie Afdeling L.Q., Transvaal, groot 330 vierkante meter, gehou kragtens Akte van Transport T56589/93 (voorheen geregistreer as alle reg, titel en belang in die Huurpag, nou eiendomsreg in terme van Artikel 2 van Wet 112 van 1991) (beter bekend as Nykestraat 751, Marapong).

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

Verbeterings: 'n Baksteen woonhuis met teëldak, volvloermatte en novilonvloere bestaande uit 'n sitkamer, kombuis, 3 slaapkamers en 1 badkamer met bad en toilet.

Besigtig voorwaardes by die Balju Ellisras, Sterkfontein, Ellisras.

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

Saak No. 4714/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BENONI GEHOU TE BENONI

In die saak tussen **SAAMBOU BANK BEPERK**, Eksekusieskuldeiser, en **RICHARD GEORGE REX**, 1ste Eksekusieskuldenaar, **CAREN LARA REX**, 2de Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 7 September 1995 en 'n lasbrief vir eksekusie gedateer 7 September 1995 sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju van die Landdroshof by die Landdros te Harpurlaan, Benoni, op **Woensdag, 21 Februarie 1996 om 11:00:**

Erf 986, Crystal Park-uitbreiding 1-dorpsgebied, Registrasie Afdeling I.R., die provinsie Gauteng, groot 813 (agt honderd en dertien) vierkante meter, gehou kragtens Akte van Transport No. T.8646/1994, geleë te Clydesdalestraat 35, Crystal Park, Benoni.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis bestaande uit sitkamer/eetkamer, 3 slaapkamers, aantrekkamer, 2 badkamers, studeerkamer en kombuis.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Landdroshof, Liverpool Park 12, Liverpoolstraat, Benoni-Suid.

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

3. Koopprijs is soos volg betaalbaar:

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

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

Gedateer te Benoni op hierdie 8 Januarie 1996.

Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mnr. De Heus/HON/AB289.)

Saak No. 7734/95

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

In die saak tussen **ABSA BANK BEPERK**, handeldrywende as **UNITED BANK**, Eksekusieskuldeiser, en **PATRICIA ELLEN THOMSON**, Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer die 11de dag van Augustus 1995 die hiernagenoemde eiendom op **Dinsdag, die 6de dag van Februarie 1996 om 14:00** by die eiendom self bekend as: Bloukuiiesingel 10, Birch Acres X21, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopswaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park:

Erf 3860, Birch Acres X21 Dorpsgebied, Registrasie Afdeling I R Transvaal, groot 570 vierkante meter, ook bekend as Bloukuiiesingel 10, Birch Acres X21, Kempton Park gehou onder Akte van Transport T82711/93.

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

Verbeterings: 1 sitkamer, eetkamer, kombuis, 2 slaapkamers, patio, 2 motorafdakke, 1 toilet, 1 badkamer, alles onder 'n teel dak en omhein met baksteen mure.

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

Gedateer te Kempton Park hierdie 10de dag van Januarie 1996.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Myrtle Gebou, 2de Vloer, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1944.)

Saak No. 6991/95

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

In die saak tussen **ABSA BANK BEPERK**, handeldrywende as **UNITED BANK**, Eksekusieskuldeiser, en **MNR CORNELIUS FLORIS JOHANNES MEYER**, Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 28 Junie 1995 die hiernagenoemde eiendom op **Woensdag die 7de dag van Februarie 1996 om 12:00** by die eiendom te Gladiator Hof D2, Gladiatorstraat, Rhodesfield, Kempton Park verkoop word per publieke veiling aan die hoogste bieder op die verkoopswaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopswaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park:

Erf: Gedeelte 19 soos beskryf in Deel Titel Plan SS448/91 in die skema bekend as Gladiator Hof ten opsigte van die grond en geboue geleë te Erf 2753, Kempton Park Dorpsgebied, Plaaslike Owerheid Kempton Park Stadsraad, Registrasie Afdeling I R, Transvaal, groot 65 vierkante meter, bekend as D2 Gladiator Hof, Gladiatorstraat, Rhodesfield, Kempton Park, gehou onder Titelakte ST 46355/93.

Asook: 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema toegedeel aan die genoemde deel in ooreenstemming met die deelnemingskwota soos getoon op die genoemde deelplan.

Asook: 'n Uitsluitlike gebruiksgebied beskryf as Parkering P 47 groot 14 vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom bevattende die grond en die skema bekend as Gladiator Hof ten opsigte van die grond en gebou of geboue geleë te Erf 2753, Kempton Park Dorpsgebied, Plaaslike Owerheid Kempton Park Stadsraad, soos getoon en vollediger beskryf op Deelplan No. SS448/91.

Asook: 'n Uitsluitlike gebruiksgebied beskryf as Tuin No. G19 groot 35 vierkante meter synde 'n gedeelte van die gemeenskaplike eiendom bevattende die grond en gebou of geboue geleë te die oorblywende gedeelte van Erf 2753, Kempton Park Dorpsgebied, Stadsraad van Kempton Park, soos aangetoon en vollediger beskryf op Deelplan SS448/91 gehou onder Notariële Akte van Sessie No. SK3957/93S.

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

Verbeterings: 1 sitkamer, badkamer, 1 eetkamer, 1 toilet, 1.5 slaapkamers, 1 motorhuis, 1 kombuis, 1 swembad, alles onder een dak en omhein met baksteen mure.

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

Gedateer te Kempton Park hierdie 10de dag van Januarie 1996.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Myrtle Gebou, 2de Vloer, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1906.)

Saak No. 8461/94

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

In die saak tussen **ABSA BANK BEPERK**, handelende as UNITED BANK, Eksekusieskuldeiser, en **JAN HENDRIK PETRUS LOTTERING**, Eksekusieskuldenaar, **DEBORAH LOTTERING**, Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer die 5de Julie 1995 die hiernagenoemde eiendom op Woensdag die **17de dag van Februarie 1996 om 14:00** by die eiendom self te: 116 Omega Woonstelle, Longstraat, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park:

Erf: Gedeelte 32 soos beskryf in Deeltitel Plan No SS 493/90 in die skema bekend as Omega Woonstelle ten opsigte van die grond en gebou of geboue geleë te Kempton Park Dorpsgebied, Plaaslike Owerheid Kempton Park Stadsraad, Registrasie Afdeling I R Transvaal, groot 65 vierkante meter, bekend as 116 Omega Woonstelle, Longstraat, Kempton Park, gehou onder Titellakte ST 102797/92, asook 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema toegedeel aan die genoemde deel in ooreenstemming met die deelnemingskwota soos getoon op die genoemde deelplan, asook 'n uitsluitlike gebruiksgebied beskryf as Parkering P 29 groot 12 vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom bevattende die grond en die skema bekend as Omega Woonstelle ten opsigte van die grond en gebou of geboue geleë te Kempton Park Dorpsgebied, Plaaslike Owerheid Kempton Park Stadsraad, soos getoon en vollediger beskryf op Deelplan Nr SS 493/90—Gehou kragtens Notariële Akte van Sessie Nr SK 6245/92S.

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

Verbeterings: 1 sitkamer, 1 badkamer, 1 toilet, 1 slaapkamer, 1 kombuis, afdak, die woonstel is geleë op die 1ste vloer en het 'n sekuriteits ingang.

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

Gedateer te Kempton Park hierdie 10de dag van Januarie 1996.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Myrtle Gebou, 2de Vloer, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. Mev Cowley/DE/LU1508.)

Saak No. 3689/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **SAAMBOU BANK BEPERK**, Eiser, en **ANDRE LEIBRANDT**, 1ste Verweerder, en **MARISA LEIBRANDT**, 2de Verweederes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling, in bogemelde saak op die 24ste dag van Maart 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Kempton Park, op die **8ste dag van Februarie 1996 om 10:00** te Parkstraat 8, Kempton Park, verkoop:

Sekere Erf 2000, Norkem Park Uitbreiding 4 Dorpsgebied, Registrasie Afdeling I.R., Transvaal, beter bekend as Storm-rivierstraat 78, Norkem Park X4, groot 991 (negehoonderd een-en-negentig) vierkante meter.

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

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

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

Dyason, Prokureurs vir Eiser, Leopond, Kerkstraat Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T du Plessis (FF 0371).]

Case No. 95/13352

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

In the matter between **NBS BANK LIMITED**, Plaintiff, and **DLAMINI DAVID**, 1st Defendant,
RADEBE SIBONGILE, 2nd Defendant

In pursuance of a judgment in the Supreme Court, Witwatersrand Local Division and writ of execution the property listed hereunder which was attached on the 9th October 1995 will be sold in execution on Thursday the **8th day of February 1996 at 10:00** by the Sheriff of the Supreme Court at the offices of De Klerk Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Erf 6519, Ennerdale Extension 8 Township, Registration Division I.Q., Transvaal in extent 350 (three hundred and fifty) square metres, situated at 6519 Stalamite Street, Ennerdale Extension 8, Vereeniging.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single storey dwelling, detached. Walls: Brick. Roof: Tile. Floor: Tile. Rooms: Lounge, kitchen, 3 bedrooms, 2 bathrooms, 2 toilets. Outbuildings: None. Boundary: Fenced. Improvements: None.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's office, Overvaal Building, 28 Kruger Avenue, Vereeniging, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., 9th Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. Docex: DX.571. (Tel. 336-3913/4; 336-3921/2/3.) (Ref: Mr Steyn/1428.)

Case No. 95/13117

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

In the matter between: **NBS BANK LIMITED**, Plaintiff, and **BANTWINI PATRICK THULANI**, 1st Defendant, and
BANTWINI NANCY THOKOZILE, 2nd Defendant

In pursuance of a judgment in the Supreme Court, Witwatersrand Local Division and Writ of Execution the property listed hereunder which was attached on the 16th day of November 1995 will be sold in execution on Thursday the **8th day of February 1996 at 10:00** by the Sheriff of Supreme Court, at the offices of De Klerk Vermaak & Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, to the highest bidder:

Erf 1151, Zakariyya Park Extension 5 Township, Registration Division I.Q., Transvaal, in extent 1 008 (one thousand and eight) square metres, situated at 1151 Senna Crescent, Zakariyya Park, Vereeniging.

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

Residence, single storey dwelling, detached.

Walls: Brick and plaster.

Roof: Tile.

Floor: Fitted carpets and ceramic tiles.

Rooms: Lounge, kitchen, 2 bedrooms, 1 bathroom, 1 toilet.

Outbuildings: None.

Boundary: Brick & Concrete walls.

Improvements: None.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the Sheriff's office, Overvaal Building, 28 Kruger Avenue, Vereeniging, for the Supreme Court. A substantial bank loan can be raised for an approved purchaser, with prior approval.

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

De Villiers & Co., 9th Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Docex:DX.571.) (Tel. 336-3913/4, 336-3921/2/3.) (Ref. Mr Steyn/1416.)

NOTICE OF SALES IN EXECUTION (IN THE SUPREME COURT OF SOUTH AFRICA—WITWATERSRAND LOCAL DIVISION)

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 8th February 1996 at 10:00. **NEDCOR BANK LIMITED** is the Execution Creditor.

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

1. The property shall be sold to the highest bidder without reserve, voetstoots and subject to the Supreme Courts Act 59 of 1959.
2. The purchaser shall pay 10% (ten per centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank-guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.
3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale.
4. Improvements as set out hereunder are not guaranteed.

Case Number: 95/28092.

Judgment Debtor/s: **FRANS HUBERT BEUKES and LILIAN MARY BEUKES.**

Property: Erf 2072, Birch Acres Extension 5 Township, Registration Division IR - The Province of Gauteng, situated at 181 Pongola River Drive, Birch Acres Extension 5, Kempton Park.

Improvements: Detached single storey brick built residence under tiled roof, comprising entrance hall, 6 rooms other than kitchen and 2 bathrooms with outbuildings comprising double garage and toilet.

Reference: MB0075.

Case Number: 95/27034.

Judgment Debtor/s: **RHULANI ERNEST MAHLAULE.**

Property: A unit consisting of:— (a) Section No. 32 as shown and more fully described on Sectional Plan No. SS22/85 in the scheme known as Emmarina in respect of the land and building or buildings situated at Erf 2738, Kempton Park Township, Kempton Park/Tembisa Metropolitan Substructure, of which section the floor area, according to the said sectional plan is 45 (forty-five) square metres in extent; and (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 32 Emmarina Court, 1 Oak Street, Kempton Park.

Improvements: Brick built residence under tiled roof, comprising 5 rooms other than kitchen and bathroom with outbuildings comprising carport.

Reference: MM0888.

Henry Tucker & Partners, Attorneys for Plaintiff, 6th Floor, Permanent Building, 165 Meyer Street, Germiston. [Tel: (011) 825-1015.] (Ref: Miss Kent.)

NOTICE OF SALES IN EXECUTION (ALBERTON MAGISTRATE'S COURT)

All the sales in execution are to be held at the offices of the Sheriff, Alberton, Johriahof, 4 Du Plessis Street, Florentia, Alberton, on Wednesday 7th February 1996 at 10:00. **NEDCOR BANK LIMITED** is the Execution Creditor.

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

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrate's Courts Act 32 of 1944.
2. The purchaser shall pay 10% (ten per centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.
3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale.
4. Improvements as set out hereunder are not guaranteed.

Case Number: 5427/95.

Judgment Debtor/s: **MAFA NICOLAS XABA.**

Property: Right of Leasehold over Erf 11216 (formerly 545) Tokoza Extension 2 Township, Registration Division IR—The Province of Gauteng, situated at Erf 11216 (formerly 545) Tokoza Extension 2, Alberton.

Improvements: Detached single storey brick built residence under tiled roof, comprising 3 rooms other than kitchen and bathroom.

Reference: MX0015.

Henry Tucker & Partners, Attorneys for Plaintiff, 6th Floor, Permanent Building, 165 Meyer Street, Germiston. [Tel: (011) 825-1015.] (Ref: Miss Kent.)

Case No. 10735/95

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 **DOUW SNETHELER DE LANGE**, First Defendant, and **CHARMAINE EDELVICE DE LANGE**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on the 7 November 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on **16 February 1996 at 11:15** at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain: Erf 455 Impalapak Township, Registration Division I.R., the Province of Gauteng, situated on 15 Concorde Street, Impalapak, in the Township of Impalapak, District of Boksburg, measuring 991 (nine hundred and ninety-one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick, plaster and paint, tiled roof, comprising of lounge, diningroom, kitchen, 3 bedrooms, 1 bathroom, 1 toilet and carport. *Outbuildings:* 1 Storeroom and 1 toilet.

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

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

Dated at Boksburg on this the 9 January 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Ref: N00349/Mrs Kok.) (Tel: 917-4631.)

Case No. 9353/93

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

In the matter between **FIRST NATIONAL BANK S.A. LTD t/a WESBANK**, Plaintiff, and **DESMOND HANSROD**, Defendant

Pursuant to a judgment granted by the above Honourable Court dated the 21st September 1993 and a warrant of execution, the undermentioned property will be sold on the **16th day of February 1996 at 11:15** at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Erf: 500, Reigerpark, Boksburg, better known as 500 Aster Street, Reigerpark, Boksburg, held under Deed of Transfer No. T29950/84, measuring 363 square metres.

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid on the date of the 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 be procure transfer including the Sheriff's fees.

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

4. The complete conditions of sale may be inspected at the office of the Sheriff of the Court, Boksburg.

Dated at Boksburg this 10th day of January 1996.

Galloways Attorneys, Bezuidenhout Building, 245 Commissioner Street, Boksburg. (Ref: Miss Franken/KD0732.) [Tel: (011) 917-9820/1/2/3/4/5.]

Case No. 6323/95

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

In the matter between **NBS BANK LIMITED**, Plaintiff, and **GEORGE WAYNE MC INNES**, 1st Defendant, and **HENRIETTA BESTER**, 2nd Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 8 November 1995, and a writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on **16 February 1996 at 11:00** at the premises of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain: Erf 1745, Dalpark Extension 6 Township, situated at 8 Wildevy Street, Dalpark Extension 6, Brakpan, district Brakpan, Registration Division I.R., Transvaal, measuring 900 (nine hundred) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, under tiled roof, lounge, diningroom, kitchen, 3 bedrooms, 1 bathroom and garage converted into TV room, 1 outside toilet and precast fencing.

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

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

Dated at Benoni on this the 9th day of January 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, 1st Floor, Regional House, 75 Elston Avenue, Benoni. (Ref: I Beetge/N0027B.) (Tel: 422-1350.)

Case No. 6189/92

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

In the matter between **NBS BANK LIMITED**, Plaintiff, and **POTGIETER CLARENCE CHRISTOFFEL RONALD**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on the 16 September 1992 and subsequent warrant of execution the following property will be sold in execution by the Sheriff at **10:00 on 7 February 1996** at the offices of the Sheriff's 41A Beaconsfield, Vereeniging, namely:

A single storey residential building of bricks, walls and tiled roof. Consisting of a lounge, kitchen, two bedrooms, one bathroom, one w.c., no garage. The property is zoned residential and is situated at 6 Erigon Crescent, Ennerdale Ext. 2. Portion 6 of Erf 6629, Ennerdale Ext. 2 Township, and take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, and contain *inter alia* the following provisions:

1. The sale will be held by public auction and without reserve and will be "voetstoots".
2. The price shall bear interest at the rate current from time to time in terms of the Mortgage Bond over the property, held by the Plaintiff from date of sale to date of payment.
3. Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Vereeniging.
4. The purchaser shall pay all the amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, any rentals and other charges due to the local authority, interest etc.
5. The purchase price shall be paid 10% thereof together with the Sheriff's Auction, immediately after the sale, in cash or by bank guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.
6. Failing compliance with the provisions of the conditions of sale, the purchaser may be compelled to pay 10% of the purchase price as *rouwkoop*.
7. The full conditions of sale are available for inspection at the office of the Sheriff, Vereeniging.

Dated at Vereeniging on the 2 January 1996.

McLoughlin, Venter & Kruger Inc., 31 Merriman Avenue, Vereeniging; P.O. Box 1184, Vereeniging. (Ref: COLL/IG/N12/BK4.) (Tel: 016-225161.)

Saak No. 2764/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN LETABA GEHOU TE TZANEEN

In die saak tussen **ABSA BANK BEPERK (Allied Bank Divisie)**, Eiser, en **WILLIAM ALLAN GRANARD FORBES**, Verweerder

Die Balju van die landdroshof Tzaneen is van voorneme om te verkoop na aanleiding van 'n lasbrief uitgereik in bogemelde Agbare Hof vir die voldoening aan 'n vonnis van die Agbare Hof en sal verkoop word by wyse van openbare veiling aan die hoogste bieder vir kontant of bankgewaarborgde tjek/s op **Vrydag 23 Februarie '96 om 10:00** voor die Landdroskantoor, Morganstraat, Tzaneen, naamlik:

Erf 289 geleë in die dorpsgebied van Tzaneen Uitbreiding 4, Registrasie Afdeling LT, Transvaal; groot 2 874 (tweeënduisend agthonderd vier-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T 28575/94, ook bekend as Parkstraat 14, Tzaneen.

Kort beskrywing van eiendom: Sit-, eet-, 3 slaap-, 2 badkamers en kombuis. Buitegeboue: Woonstel met sit-, eet-, 2 slaap-, badkamer en kombuis. Geen waarborge in die verband word gegee nie.

Terme: 10% (tien persent) van die koopprys is in kontant of per bankgewaarborgde tjek op die dag van die verkoping betaalbaar. Die balans tesame met rente daarop vanaf datum van besitname is betaalbaar op datum van registrasie van transport van die eiendom in die naam van die Koper en moet 'n bank- en/of bouvereniging of ander aanneembare waarborg binne 30 (dertig) dae vanaf datum van die verkoping verskaf word.

Verkoopskommissie is betaalbaar aan die Balju of die Afslaer deur die Koper.

Die verkoopsvoorwaarde mag gedurende kantoorure te die kantore van die Balju vir die Landdroshof Tzaneen of te die kantore van die Eiser se prokureurs besigtig word.

Gedateer te Tzaneen op hierdie 10de dag van Januarie 1996.

Kriek, Pohl & Van Rensburg, Loca Plana 1, Peacestraat 22, Posbus 720, Tzaneen. (Verw: Mej. Seegers.) (Tel: 0152 - 3074458/9.)

Case No. 253/93

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

In the matter between **GILBERT KELEPE**, Plaintiff, and **SOLOMON NKUNA**, Debtor

In pursuance of judgment granted on 1 March 1995, in the Brits Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on **9 February 1996 at 09:00** at the Magistrate's Court, Van Velden Street, Brits, to the highest bidder:

Certain Erf 2241, Zone 8, Lethlabile A, District Brits, held by Deed of Transfer No. T53136/92.

The abovementioned Execution Sale will be liable to the conditions of sale that can be inspected at the offices of the Messenger of the Magistrate's Court at Theo Building, Offices 4, 5, 6, 42 Murray Avenue, Brits.

Dated at Brits on 3 January 1996.

(Signed) J. C. J. van Rensburg, for Langenhoven and Van Rensburg Inc., 59 Pienaarstreet; P.O. Box 1, Brits 0250. (Ref: JVR/B Fourie/LK00320.) (Tel: 01211 x 20413-24061.)

Saak No. 871/95

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

In die saak tussen **SAAMBOU BANK BEPERK**, Eiser, en **S. AMBU**, Verweerder

Neem kennis dat die ondervermelde onroerende eiendom in eksekusie verkoop sal word op **9 Februarie 1996 om 11:00** by die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (Net Noord van Sasko Meule, Ou Warmbadpad, Bon Accord) ter voldoening aan die vonnis wat die Eiser in bogemelde aangeleentheid verkry het op 13 Junie 1995, welke verkoping in eksekusie onderhewig sal wees aan die Verkoopsvoorwaardes wat ter insae lê by die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (Net Noord van Sasko Meule, Ou Warmbadpad, Bon Accord):

Paulahof Nr 205, Danie Theronstraat 227, Pretoria-Noord, met aktebeskrywing: Deel Nommer 13 soos getoon en meer volledig beskrywing op Deelplan Nommer SS334/93 in die skema bekend as Paula- en Karien Hof ten opsigte van die grond en gebou of geboue geleë te Pretoria-Noord Dorpsgebied, plaaslike bestuur, Stadsraad van Pretoria, van welke deel die vloeroppervlakte, volgens genoemde Deelplan 79 vierkante meter groot is; en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken; gehou kragtens Akte van Transport: ST17768/94 en verbind ten gunste van die eiser onder Verbandakte SB21458/94.

Die eiendom bestaan uit: 2 Slaapkamers, sitkamer, eetkamer, badkamer, toilet en kombuis.

Die eiendom sal verkoop word sonder 'n reserwe, maar onderhewig aan die bepalings van Reël 46 van die Hooggeregshofwet, Wet 59 van 1959, soos gewysig, aan die hoogste bieder en onderhewig aan die terme en voorwaardes van die wet en Reëls daaronder uitgevaardig, asook die terme van die titelakte waar dit van toepassing is.

Die verkoopprijs sal soos volg wees: 'n Deposito van 10% van die koopprijs in kontant op die datum van die verkoping betaalbaar aan die Balju en die balans op datum van registrasie van die transport verseker te word deur 'n waarborg van die bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 30 dae na die datum van die verkoping verstrek te word. Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir die betaling van rente aan die Eiser teen 15,25% per jaar en aan die verbandhouer teen 15,25% per jaar op die onderskeie bedrae van die toekenning aan die Eiser en die verbandhouer in die distribusieplan, vanaf die verloop van een maand na die verkoping tot datum van transport.

Die verkoopsvoorwaardes sal beskikbaar wees vir insae te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (Net Noord van Sasko Meule, Ou Warmbadpad, Bon Accord).

Geteken te Pretoria op hede die dag van 1995.

Wilsenach, Van Wyk Goosen en Bekker Ing., Prokureurs vir Eiser, Sanlamsentrum 1115, Andriesstraat 252, Pretoria. (Verw: R. van Heerden/88/129/8.) (Tel: 322-6951.)

Case No. 20700/95

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

NEDCOR BANK LIMITED, Plaintiff, **HENDRIK LODEWYK JOUBERT**, 1st Defendant, and
WILHELMINA SUSANNA JOUBERT, 2nd Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at the Sheriff's Office, 1st Floor, Theo Building, 42 Murray Avenue, Brits on Friday the **9th day of February, 1996 at 8:30**:

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

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

Property: Portion 232 (a portion of Portion 216) of the farm De Kroon 444, Registration Division J Q Transvaal.

Improvements: Single storey - 3 bedrooms, kitchen, lounge, familyroom, bathroom, diningroom, study, garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2729.)

Case No. 20863/95

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

NEDCOR BANK LIMITED, Plaintiff, **EDUARD STEPHANUS HARMSE**, Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at die Landdroshof, Delvillestraat, Witbank on Friday the **9th day of February, 1996 at 10:00**:

Full conditions of sale can be inspected at the Sheriff Witbank at 3 Rhodes Street, Witbank and will be read out prior to the sale.

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

Property: Portion 179 (a portion of Portion 58) of the farm Naauwpoort 335, Registration Division J S Transvaal.

Improvements: Single storey - 3 bedrooms, bathroom, lounge, diningroom, familyroom, sep. toilet, kitchen, pantry.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2736.)

Case No. 20604/94

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

NEDCOR BANK LIMITED, Plaintiff, and **MBIKIZA SINEAS MHLANGA**, 1st Defendant, and **NOKI FRANCIS MHLANGA**,
2nd Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at the Magistrate's Court, cnr. Voortrekker & Clerq Streets, Lydenburg on Wednesday, the **21st day of February, 1996 at 09:30**:

Full conditions of sale can be inspected at the Sheriff Lydenburg, 5 Burger Street, Lydenburg 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 1386 Masising Township, Registration Division J T Transvaal.

Improvements: 2 bedrooms, kitchen, lounge, bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT1983.)

Case No. 20996/95

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

NEDCOR BANK LIMITED, Plaintiff, **JOHANNES GERHARDUS HENNING**, 1st Defendant, and **GERTRUIDA HENNING**,
2nd Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at Erf 554 Witbank Extension 3 Township known as 40 Duncan Street, Witbank Ext. 3 on Friday the **9th day of February, 1996 at 09:30**:

Full conditions of sale can be inspected at the Sheriff Witbank at 3 Rhodes Street, Witbank and will be read out prior to the Sale.

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

Property: Erf 554 Witbank Extension 3 Township Registration Division JS Transvaal, known as 40 Duncan Street, Witbank Ext. 3.

Improvements: Single storey - 3 bedrooms, 2 bathrooms, kitchen, lounge, diningroom, 2 garages/storeroom/sep. toilet.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2766.)

Case No. 17246/95

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

NEDCOR BANK LIMITED, Plaintiff, **DAVID JACOBUS PRINSLOO**, 1st Defendant, and **KAREN ELIZABETH PRINSLOO**,
2nd Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at Portion 17 of Erf 1514 Reyno Ridge Township known as 21 Reyno Crescent, Reyno Ridge on Friday the **9th day of February, 1996 at 09:00**:

Full conditions of sale can be inspected at the Sheriff Witbank at 3 Rhodes Street, Witbank and will be read out prior to the Sale.

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

Property: Portion 17 of Erf 1514 Reyno Ridge Township Registration Division J S Transvaal, known as 21 Reyno Crescent, Reyno Ridge.

Improvements: Single storey - lounge, diningroom, 3 bedrooms, bathroom, kitchen, laundry, garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2678.)

Case No. 17934/94

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **SELLO NKURUMAH MOIMA**, First Defendant, **ELLEN MOIMA**,
Second Defendant

A sale by public auction without a reserve price will be held by the sheriff: Wonderboom at Portion 83, De Onderstepoort, (Just north of Sasko Mills) Old Warmbaths Road, Bon Accord, on **9 February 1996 at 11:00**, of the following property:

Erf 3263, Mamelodi Township, Registration Division J.R., Transvaal; measuring 361 square metres, held by the Defendants under Deed of Transfer No. T 22968/1994.

Street address: Stand 3263, Section K, Mamelodi, Pretoria.

Improvements on the property: 2 bedrooms, 1 lounge, 1 bathroom/toilet & wash basin, 1 kitchen.

Single storey dwelling house.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's office at Portion 83, De Onderstepoort, (Just north of Sasko Mills) Old Warmbaths Road, Bon Accord.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/ef.)

Case No. 8964/92

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

In the matter between **NBS BANK LIMITED** (Reg. 87/01384/06), Plaintiff, and **RENCHIA ALETTA VERMAAK**, Defendant

In execution of a judgment of the Magistrate Court, Pretoria in this suit, the undermentioned property will be sold by the Sheriff of the Court at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord) on **9 February 1996 at 11:00** to the highest bidder:

Certain Holding 15, situated at the Heatherdale Agricultural Holdings, Registration Division JR, Transvaal, measuring 2,0215 hectares, situated at Plot 15, First Avenue, Heatherdale Agricultural Holdings.

Terms and conditions:

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

2. The following improvements are known of which nothing is guaranteed: Description of property: House—plot: Lounge, diningroom, kitchen, 4 bedrooms, 2 bathrooms, 2 wc's, shower, living/tv room, scullery, changeroom. Outbuildings: 4 garages. Other: Court yard, back patio, stoep, security 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).

Signed at Pretoria on this 12th day of January 1996.

Shapiro & De Meyer Inc., 3rd Floor, Shapiro Chambers, Bureau Lane, Pretoria. (C. Haffter/lf/N806.)

Case No. 29320/95

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

In the matter between **NBS BANK LIMITED** (Reg. 87/01384/06), Plaintiff, and **MARTIN JAMES KILIAN**, 1st Defendant, **JOHANNA MARIA KILIAN**, 2nd Defendant

In execution of a judgment of the Magistrate Court, Pretoria in this suit, the undermentioned property will be sold by the Sheriff of the Court at Room 603A, 6th Floor, Olivetti House, c/o Schubart & Pretorius Streets, Pretoria, on **8 February 1996 at 10:00** to the highest bidder:

Certain Portion 36 of Erf 3318, situated in the Township of Elandspoort, Registration Division JR, Transvaal, measuring 251 square metres, situated at 178 Vergeet My Nie Street, Elandspoort, Pretoria.

Terms and conditions:

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

2. The following improvements are known of which nothing is guaranteed: Description of property: House: Lounge, kitchen, 2 bedrooms, 1 bathroom, 1 wc, open front stoep. Outbuildings: 1 wc. Other: Brick walls, concrete walls, court yard, brick & 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 fourteen (14) days shall be paid or secured by a bank or building society guarantee.

Conditions: The full conditions of sale may be inspected at the Sheriff's Offices at Olivetti Building 607, c/o Schubart & Pretorius Streets, Pretoria West.

Signed at Pretoria on this 12th day of January 1996.

Shapiro & De Meyer Inc., 3rd Floor, Shapiro Chambers, Bureau Lane, Pretoria. (C. Haffter/lf/N1597.)

Saak No. 19437/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA BANK BEPERK**, Eiser, en **JACOBUS LODEWICUS ESTERHUIZEN**, Verweerder

'n Eksekusieverkoping word gehou deur die Balju Wonderboom te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord) op **9 Februarie 1996 om 11:00** van:

Gedeelte 115 van Erf 1856, geleë in die dorpsgebied Doornpoort, Registrasie Afdeling J.R., Transvaal, groot 339 vierkante meter, gehou kragtens Akte van Transport T56724/87 en T62352/91 (beter bekend as Ontdekkerstraat 13, Doornpoort).

Besonderhede van die eiendom en die verbeterings daarop word hiermee verstrek, maar nie gewaarborg nie: Verbeterings: 'n Baksteen woonhuis met teëldak, volvloermatte en keramiekeëlvloere, bestaande uit 'n sitkamer, eetkamer, kombuis, 3 slaapkamers, 1 badkamer en spens. Buitegeboue: Dubbel motorafdak.

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

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

Saak No. 1376/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BARBERTON GEHOU TE BARBERTON

In die saak tussen **N B S BANK (EDMS) BPK**, Eiser, en **E. DE KOCK**, Verweerder

Ingevolge 'n lasbrief van die Landdros van Barberton, sal die volgende eiendom per openbare veiling verkoop word op **Vrydag, 23 Februarie 1996 om 09:00** by die Landdroskantoor, Barberton:

Erf 4341, Marloth Park Holiday Township, Registrasie Afdeling 369 J.U., Oos-Transvaal, groot 2 455 (tweeënduisend vierhonderd vyf-en-vyftig) vierkante meter, gehou kragtens Akte van Transport No. T30371/1995, ook bekend as 4341 Buffelstraat, Marloth Park, dubbel verdieping woonhuis met teëldak, en alle verdere verbeteringe.

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

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

B. van Rensburg, vir Bekker van Rensburg, Generaalstraat 10, Posbus 253, Barberton, 1300. (Verw. JJVR/IU/RN42/S459.)

Saak No. 82990/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK**, Eiser, en **ADRIAAN JOHANNES JACOBUS STANDER**, 1ste Verweerder, **VISERIA STANDER**, 2de Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Wes, te Kamer 603A, 6de Vloer, Olivettihuis, h/v Schubart- & Pretoriusstraat, op **8 Februarie 1996 om 10:00** van:

Erf 51, geleë in die dorpsgebied Danville, Registrasie Afdeling J.R., Transvaal, groot 496 vierkante meter, gehou kragtens Akte van Transport T31521/76 (beter bekend as Boyesstraat 25, Danville).

Besonderhede van die eiendom en verbeterings daarop word hiermee verstrek, maar nie gewaarborg nie: Verbeterings: 'n Baksteen woonhuis bestaande uit 'n sitkamer, kombuis, 2 slaapkamers en 1 badkamer met bad en toilet. Buitegeboue: 1 stoorkamer.

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/avg.)

Case No. 26448/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **VAN DER MERWE: HENDRIK RAYNARD**, 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, the **8th February 1996 at 10:00** in the forenoon, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Portion 262 of Erf 1227, Claremont (Jhb) Township, Registration Division IR, Transvaal, situation 9 Lebombo Street, Claremont, Johannesburg, area 721 (seven hundred and twenty-one) square metres.

Improvements (not guaranteed): 3 bedrooms, bathroom, 3 other rooms.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% on the proceeds of the sale up to a price of R20 000 and thereafter 3% to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 9th day of January 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 2nd Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. Tel. 484-1777. (Ref. N3765E/mgh/tf.)

Case No. 23892/95

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **HASSEN, SUREYA ISMAIL**, 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, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, the **9th February 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. Erf 343, Roodepoort Township, Registration Division I Q Transvaal. 2. Erf 344, Roodepoort Township, Registration Division I Q Transvaal, situated at 1 Plein Street, Roodepoort.

Area: 1. 291 (two hundred and ninety-one) square metres. 2. 349 (three hundred and forty-nine) square metres.

Improvements (not guaranteed): 2 bedrooms, bathroom, 3 other rooms, garage.

Terms: A cash payment immediately on the property being knocked down to the purchaser of 10% of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% on the proceeds of the sale up to a R20 000 and thereafter 3% to a maximum fee of R6 000 and a minimum of R200.

Dated at Johannesburg on this the 12th day of January 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 2nd Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N5313E/mgh/tf.)

Saak No. 38624/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **DIE STANDARD BANK VAN SUID-AFRIKA BEPERK**, Eiser, en **WILLIAM WILDEMAN**, 1ste Verweerder, en **ELIZABETH WILDEMAN**, 2de Verweerder

Ten uitvoerlegging van 'n Vonnis in die bogemelde Agbare Hof en 'n Lasbrief vir Eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, **9 Februarie 1996 om 11:00** deur die Balju vir die Landdroshof Wonderboom gehou by die kantore van die balju Wonderboom, Gedeelte 82, De Onderstepoort, ou Warmbadpad, Bon Accord (net noord van Sasko Meule), aan die hoogste bieder:

Erf 212, Mamelodi Sun Valley, Registrasie Afdeling J R Transvaal, groot 400 (vyfhonderd) vierkante meter, gehou kragtens Akte van Transport TE83793/94, onderhewig aan die voorwaardes daarin vervat en spesiaal onderhewig aan die voorbehoud van minerale regte.

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

Straatadres: Medupistraat 212, Sun Valley, Mamelodi.

Verbeteringe: Woonhuis met staandak en gepleisterde mure bestaande uit 2 slaapkamers, badkamer, toilet, eetkamer, kombuis.

Reserweprys: Die eiendom word verkoop sonder reserwe.

Terme en voorwaardes: Die koopprys sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 30 dae verseker word by wyse van 'n bank of bouvereniging waarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Landdroshof van Wonderboom onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Landdroshof Wonderboom, Gedeelte 83, De Onderstepoort, ou Warmbadpad, Bon Accord (net noord van Sasko Meule).

Geteken te Pretoria op 2 Januarie 1996.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, 5de Vloer, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. NEL/S2235/RE.)

Saak No. 13090/1995

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 **LACTON MALULEKA**, 1st Verweerder, en **ONNICA KHEKU MALULEKA**, 2de Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n Lasbrief vir Eksekusie gedateer die 7de Desember 1995 word die eiendom hieronder uiteengesit in Eksekusie verkoop op Donderdag die **8ste dag van Februarie 1996 om 10:00** by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Reg, Titel en belang in Huurpag gehou deur die Verweerders in Erf 272, Dorpsgebied Ibaza, Registrasie Afdeling I.R., Transvaal, in die distrik van Kempton Park, groot 330 (drie honderd en dertig) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van baksteen, teëldak, bestaande uit 1 toilet, 2 slaapkamers, 1 badkamer, 1 kombuis, 1 eetkamer. Buitegeboue bestaan uit geen.

Voorwaardes van verkoping:

1. Die Koopprijs sal betaalbaar wees synde 'n deposito in kontant van 20% en die balans teen registrasie van transport.
2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die betrokke Balju. 'n Substansieële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 8ste dag van Januarie 1996.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, 1ste Vloer, Hees en van Loggerenberg Gebou, Longstraat 23, Kempton Park. (Verw. Mej. Pretorius/S1384/CDS344.)

Case No: 43617/94

PH 28

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

In the matter between **BODY CORPORATE BEACONSFIELD**, Plaintiff, and **NEMABHAVHANI M.**, Defendant

On the **26th day of January 1996 at 10:00** a public auction sale will be held at the Fox Street entrance of the Johannesburg Magistrate's Court, at which the Sheriff of the Court shall, pursuant to a Judgment of the Court in this action, Warrant of Execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain Section No. 33 as shown and more fully described on Sectional Plan No. SS100/88 in the scheme known as Beaconsfield Court situated at Johannesburg Township, Local Authority Johannesburg, of which section the floor area according to the said sectional plan is 84 (eighty-four) square metres in extent together with an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held by Deed of Transfer ST 14545/91, also known as Flat 65 Beaconsfield Court, corner of Kotze and Edith Cavell Streets, Hillbrow, Johannesburg, measuring 84 (eighty-four) square metres.

Improvements (which are not warranted to be correct and are not guaranteed): Simplex under concrete tile roof consisting of 1 bedroom, 1 kitchen, 1 lounge, 1 bathroom and toilet.

Material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the Rules made thereunder or any amendment thereof for substitution therefor and subject thereto, the property will be sold "voetstoots" to the highest bidder without reserve.

2. The price shall bear interest at the rate of 20.25% per annum or if the claim of First National Bank of South Africa Limited exceeds the price, interest amounting to the same as interest at the rate on which claim subject to such interest not exceeding the maximum allowed by Law.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of the sale be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's Conveyancers on request the fees of the Sheriff of the Court acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a Certificate in terms of Section 50 of the Local Government Ordinance (Transvaal) 1939 or any amendment thereto or substitution therefor.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liabilities shall pass to the purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Court, Johannesburg Central, 131 Marshall Street, Johannesburg.

Dated at Johannesburg on this 2nd day of January 1996.

Mervyn J. Smith, Plaintiff's Attorneys, Ground Floor, Law Chambers, 14 Nugget Street (off Anderson Street), City & Suburban; P.O. Box 9890, Johannesburg. (Tel. 33-44-22-9.) (Ref. E. Ridout/ge/Z.58.)

Case No: 28347/95

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

In the matter between **BODY CORPORATE TAFELBERG**, Plaintiff, and **RAMPEDI MR.**, Defendant

On the **2nd day of February 1996 at 10:00** a public auction sale will be held in front of the entrance to the Magistrate's Court, Fox Street, Johannesburg, at which the Sheriff of the Court shall, pursuant to a Judgment of the Court in this action, Warrant of Execution issued in terms thereof and attachment in execution made thereunder sell:

Certain Section 29, Tafelberg, situated at Johannesburg Township, Local Authority Johannesburg, also known as 303 Tafelberg, corner of Esselen and Banket Streets, Hillbrow, Johannesburg, measuring 43 (forty-three) square metres.

Improvements (which are not warranted to be correct and are not guaranteed): Bachelor Flat under concrete tile roof consisting of 1 room, 1 kitchen, 1 bathroom and toilet and 1 balcony.

Material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the Rules made thereunder or any amendment thereof for substitution therefor and subject thereto, the property will be sold "voetstoots" to the highest bidder without reserve.

2. The price shall bear interest at the rate of 20.25% per annum or if the claim of Eskom Finance Company (Pty) Limited exceeds the price, interest amounting to the same as interest at the rate on which claim subject to such interest not exceeding the maximum allowed by Law.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of the sale be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's Conveyancers on request the fees of the Sheriff of the Court acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a Certificate in terms of Section 50 of the Local Government Ordinance (Transvaal) 1939 or any amendment thereto or substitution therefor.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liabilities shall pass to the purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Court, Johannesburg Central, 131 Marshall Street, Johannesburg.

Dated at Johannesburg on this 12th day of December 1995.

Mervyn J. Smith, Plaintiff's Attorneys, Ground Floor, Law Chambers, 14 Nugget Street (off Anderson Street) City & Suburban; P.O. Box 9890, Johannesburg. (Tel. 331-2934.) (Ref. Z.206/R. Rothquel.)

Case No. 13200/95

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

In the matter between **FIRST NATIONAL BANK OF S A LIMITED**, Plaintiff, and **SUSANNA CLARINA ELIZABETH VAN NIEKERK**, Defendant

In pursuance of a judgment of the above Honourable Court dated 25th October, 1995 the following property will be sold in execution on Friday the **9th February 1996 at 11:15** Sheriff's office 182 Leeuwpoot Street, Boksburg to the highest bidder viz:

Section No. 61 as shown and more fully described on Sectional Plan No. SS18/1975 in the scheme known as Viscount Village in respect of the land & building or buildings situated at Township of Dayanglen Ext. 36 Local Authority Transitional Local Council of Boksburg of which Section the floor area according to the said Sectional Plan is 117 Square Metres in extent, Being 61 Viscount Village, Paul St. Dayanglen, Boksburg:

Comprising: Double Storey Building under tiled roof, Lounge, Dining Room, Kitchen, 3 Bedrooms, 1 Bathroom, 2 WC.
Outbuilding detached: Garage.

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

Auctioneer's charges payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000,00 (six thousand rand), minimum charges R200,00 (two hundred rand).

The full conditions of sale which will be read immediately prior to the sale may be inspected at the Sheriff's Office at 182 Leeuwpoot Street, Boksburg.

Dated at Germiston on this the 9th day of January, 1996.

A. L. Freedman, for M. Levine and Freedman, Plaintiff's Attorneys, 201-5 United Building, 177 President Street; P.O. Box 289, Germiston. (Tel. 873-8914/5.) [Ref. Mr Freedman/OS/20241 (G).]

Saak No. 1211/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS BANK BEPERK** (Reg. Nr. 87/01384/06), Eiser, en **H. A. KRUGER**, Eerste Verweerder, **M. M. KRUGER**, Tweede Verweerder

Ter uitvoering van 'n Vonnis en Lasbrief vir Eksekusie toegestaan deur bogenoemde Hof op 16-11-1995 sal die ondervermelde eiendom op **7.2.1996 om 10:00** aan die hoogste bieder by die kantore van die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp verkoop word:

Erf 793 Rant en Dal Dorpsgebied, Registrasie Afdeling I.Q., Transaal, groot 1 457 (een duisend vier honderd sewe en vyftig) vierkante meter, ook bekend as Jaystraat 10, Rant en Dal, Krugersdorp.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

— Die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig.

— Die voorwaardes van die Titellakte Nommer T45974/1993.

— Die volledige verkoopsvoorwaardes;

en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring: Sitkamer, gesinskamer, eetkamer, 1 x badkamer, 3 x slaapkamers, gang, kombuis en opwaskamer. Steenmuur omheining, mooi tuin, bediendekamer en 2 x motorhuise.

3. *Terme*: Tien (10) per centum van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 16,25% per centum welke rente bereken moet word op die eisbedrag van die skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouverenigingwaarborg of ander aanneembare waarborg gelewer te word aan die Balju 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 19.12.1995.

A. Badenhorst, vir Van Rensburgs, 1ste Vloer, NBS-gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026.) (Verw. A. Badenhorst/N303.)

Case No. 18141/95
PH 630

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

In the matter between **ABSA BANK LIMITED** (United Bank Division) formerly known as United Bank Limited, Plaintiff, and **LINK JAY (PROP) LIMITED**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg on Thursday the **8th of February 1996, at 10:00** of the undermentioned immovable property of the Defendant on the Conditions to be read out by the Auctioneer at the time of the sale, which Conditions will lie for inspection, prior to the sale, the office of the Sheriff for the Supreme Court Johannesburg North at 131 Marshall Street, Johannesburg:

Erf 584 Craighall Park, Registration Division I.Q., Transvaal, measuring 1 983 m², held by the Defendant under Deed of Transfer Number T85218/1992, being 60 Buckingham Avenue, Craighall Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: the dwelling consists of entrance hall, lounge, dining room, family room, 3 x bedrooms, bathroom, kitchen, w.c., laundry.

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

The Purchaser shall, on the day of the sale, pay 5% (Five Per Cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000,00 (Twenty Thousand Rand) and thereafter 3% (Three Per Cent) up to a maximum fee of R6 000,00 (Six Thousand Rand). Minimum charges R200,00 (Two Hundred Rand).

Dated at Johannesburg this 13 day of December 1995.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (Entrance at intersection of Carse O'Gowrie & Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. (PH 630/DX 589 Jhb.) [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 102078/Mr Georgiades/jb.)

Saak No. 3932/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS BANK BEPERK** (Reg. Nr. 87/01384/06), Eiser, en **MVULELEN NAMA**, Verweerder

Ter uitvoering van 'n Vonnis en Lasbrief vir Eksekusie toegestaan deur bogenoemde Hof op 21.6.1995 sal die ondervermelde eiendom op **7.2.1996 om 10:00** aan die hoogste bieder by die kantore van die Balju te Klaburnhof, Ockersestraat 22B, Krugersdorp verkoop word:

Erf 12709 Kagiso Uitbreiding 8 Dorpsgebied, Registrasie Afdeling I.Q., Transvaal, groot 375 (drie honderd vyf en sewentig) vierkante meter, ook bekend as Erf 12709 Kagiso X8, Krugersdorp.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

- Die bepalinge van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig.
- Die voorwaardes van die Sertifikaat van Geregistreerde Huurpag Nommer TL 35918/1990.
- Die volledige verkoopsvoorwaardes;

en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring: Sitkamer, 1 x badkamer, 2 x slaapkamers, gang en kombuis.

3. *Terme*: Tien (10) per centum van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 19,25% per centum welke rente bereken moet word op die eisbedrag van die skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n Bank- of Bouverenigingwaarborg of ander aanneembare waarborg gelewer te word aan die Balju 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Klaburnhof, Ockersestraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 13.12.1995.

A. Badenhorst, vir Van Rensburgs, 1ste Vloer, NBS-Gebou, Monumentstraat 16, Krugersdorp. (Tel. 953-1026.) (Verw. A. Badenhorst/N329.)

Case No. 30066/94
PH 630

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA BANK LIMITED** (United Bank Division) formerly known as United Bank Limited, Plaintiff, and
VILA, EMILIO CASTRO, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 182 Progress Avenue Technikon, Roodepoort on Friday the **9th of February 1996 at 10:00** of the undermentioned immovable property of the Defendant on the Conditions to be read out by the Auctioneer at the time of the sale, which Conditions will lie for inspection, prior to the sale, the office of the Sheriff for the Supreme Court Roodepoort at 182 Progress Avenue, Technikon, Roodepoort:

Erf 2477 Wilro Park, Extension 14 in the Township of Wilro Park, Registration Division I.Q., Transvaal, Measuring 1 411 m², held by the Defendant under Deed of Transfer Number T22780/93, being 1020 Bully Brown, Wilro Park, Extension 14.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of 1 × entrance hall, 1 × lounge, 1 × dining room, 3 × bedrooms, 1 × bathroom/w.c., 1 × separate w.c., 1 × kitchen, 1 × dressing room, 2 × 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, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The Purchaser shall, on the day of the sale, pay 5% (Five Per Cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000,00 (Twenty Thousand Rand) and thereafter 3% (Three Per Cent) up to a maximum fee of R6 000,00 (Six Thousand Rand). Minimum charges R200,00 (Two Hundred Rand).

Dated at Johannesburg this 28th day of March 1995.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (Entrance at intersection of Carse O'Gowrie & Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. (PH 630/DX 589 Jhb.) [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 100695/Mr Livingstone/jb.)

Case No. 18163/94
PH 630

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA BANK LIMITED** (United Bank Division) formerly known as United Bank Limited, Plaintiff, and
CORTAYNE 235 CC, First Defendant, **VAN ZYL, ILSE IRMGARD**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg on Thursday the **8th of February 1996, at 10:00** of the undermentioned immovable property of the Defendants on the Conditions to be read out by the Auctioneer at the time of the sale, which Conditions will lie for inspection, prior to the sale, the office of the Sheriff for the Supreme Court Johannesburg South at 100 Sheffield Street, Turffontein:

Erf 1300 Mondeor Township, Registration Division I.R. Transvaal, Measuring 1 032 m² (One Thousand and Thirty Two Square Metres), held by the Defendants under Deed of Transfer Number T16735/1989, being 235 Cortayne Avenue, Mondeor.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of 1 × entrance hall, 1 × lounge, 1 × dining room, 1 × family room, 3 × bedrooms, 1 bathroom, 1 × separate toilet and toilet with shower, 1 × kitchen, 1 × toilet, 1 × garage, 1 × servant's room, 2 × carports, 1 × toilet, 1 × study, 1 × sun room.

Terms: 10% (Ten Per Cent) of the purchase price in cash on the day of the sale; the balance payable against registration of Transfer, to be secured by a Bank or Building Society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The Purchaser shall, on the day of the sale, pay 5% (Five Per Cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000,00 (Twenty Thousand Rand) and thereafter 3% (Three Per Cent) up to a maximum fee of R6 000,00 (Six Thousand Rand). Minimum charges R200,00 (Two Hundred Rand).

Dated at Johannesburg this 21st day of December 1995.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (Entrance at intersection of Carse O'Gowrie & Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. (PH 630/DX 589 Jhb.) [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 100393/Mr Georgiades/jb.)

Case No. 95/21767
PH 630IN 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 **CHABANA, MIRIAM MATSEDISO MORAKANE**, First Defendant, **MTSHALI, SIPHO REGINALD**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg on Thursday the **8th of February 1996 at 10:00**, of the undermentioned immovable property of the Defendants on the Conditions to be read out by the Auctioneer at the time of the sale, which Conditions will lie for inspection, prior to the sale, the office of the Sheriff for the Supreme Court Johannesburg East at 131 Marshall Street, Johannesburg:

A Unit consisting of:

- a) Section No. 4 as shown and more fully described on Section Plan No. SS215/1993 in the scheme known as Masada Court in respect of the land and building or buildings situate at Bellevue East Township in the area of the Johannesburg Local Authority, of which section the floor area, according to the said sectional plan, is 115 (one hundred and fifteen) 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. ST 42769/1994, being 4 Masada Court, 103 Yeo Street, Bellevue East.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: lounge, dining room, kitchen, bathroom w.c., 2x bedrooms, balcony.

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

The Purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000,00 (six thousand rand). Minimum charges R200,00 (two hundred rand).

Dated at Johannesburg this 21 day of December 1995.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (Entrance at intersection of Carse O'Gowrie & Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. (PH 630/DX 589 Jhb.) [Tel. (011) 484-2828.] [Fax (011) 484-7548.] (Ref. 102458/Mr Georgiades/jb.)

Case No. 95/35361
PH 630IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between **ABSA BANK LIMITED (ALLIED BANK DIVISION)** FORMERLY KNOWN AS ALLIED BANK LIMITED, Plaintiff, and **DEARLOVE, ANDRE**, First Defendant, **DEARLOVE, JOHANNA SUSANNA MARIA**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 8 Park Street, Kempton Park, on Thursday the **8th of February 1996 at 10:00**, of the undermentioned immovable property of the Defendants on the Conditions to be read out by the Auctioneer at the time of the sale, which Conditions will lie for inspection, prior to the sale, the office of the Sheriff for the Supreme Court Kempton Park, at 8 Park Street, Kempton Park:

Erf 1181, Birch Acres Extension 3 Township, Registration Division I.R., Transvaal, measuring 955 m², held by the Defendants under Deed of Transfer Number T5801/1993, being 7 Witogie Road, Birch Acres, Extension 3, Kempton Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of: lounge, dining room, sitting room, family room, kitchen, 3x bedrooms, 2x bathrooms, double garage, servants room, w.c.

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

The Purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000,00 (six thousand rand). Minimum charges R200,00 (two hundred rand).

Dated at Johannesburg this 21 day of December 1995.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (Entrance at intersection of Carse O'Gowrie & Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. (PH 630/DX 589 Jhb.) [Tel. (011) 484-2828.] [Fax (011) 484-7548.] (Ref. 102443/Mr Georgiades/jb.)

Saak No. 10622/95

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

In die saak tussen **NBS BANK BEPERK** (Voorheen bekend as NATAL BOUVERENIGING BEPERK), Eiser, en **MAKASANA MICHAEL NHLANGWINI**, 1ste Verweerder, **MANGUVILA PHOENICIA NHLANGWINI**, 2de Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 15 September 1995 eiendom hieronder uiteengesit en in eksekusie verkoop op **8 Februarie 1996 om 10:00**, by die Balju kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Deel No. 34, Deeltitelplan No. 75/86, Aneenhof, Erf 2768, Kempton Park dorpsgebied, registrasie afdeling IR, Transvaal, in die distrik Kempton Park, ook bekend as Woonstel No. 313, Gladiatorstraat 3, Kempton Park, 34m² (vier-en-dertig) vierkante meter groot. Die eiendom is 'n eenmanswoonstel.

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 5de dag van Januarie 1996.

E. M. Liebenberg, vir Nel & Oosthuizen Prokureurs, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M306/MIN431.)

Saak No. 14124/94

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

In die saak tussen **NBS BANK BEPERK** (Voorheen bekend as NATAL BOUVERENIGING BEPERK), Eiser, en **JACQUES THERON**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 29 November 1995 eiendom hieronder uiteengesit en in eksekusie verkoop op **8 Februarie 1996 om 10:00**, by die Balju kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 1009, Glen Marais X1 dorpsgebied, registrasie afdeling IR, Transvaal, in die distrik Kempton Park, ook bekend as Vygiestraat 15, Glen Marais, 991m² (negehonderd een-en-negentig) vierkante meter groot.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: 3 × slaapkamer(s), 2 × badkamers(s), 2 × toilet, 1 × sitkamer, 1 × studeerkamer, 1 × eetkamer, 1 × kombuis, 2 × motorhuise, teël dak, swembad, 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 2de dag van Januarie 1996.

E. M. Liebenberg, vir Nel & Oosthuizen Prokureurs, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M242/MIT273.)

Saak No. 13173/95

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

In die saak tussen **NBS BANK BEPERK** (Voorheen bekend as NATAL BOUVERENIGING BEPERK), Eiser, en **MATHYS WYNAND HERBST**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 28 November 1995 eiendom hieronder uiteengesit en in eksekusie verkoop op **8 Februarie 1996 om 10:00**, by die Balju kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 417, Kempton Park-Wes dorpsgebied, registrasie afdeling IR, Transvaal, in die distrik Kempton Park, ook bekend as Johannesstraat 18, Kempton Park-Wes, 612m² (seshonderd-en-twaalf) vierkante meter groot.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: 3 × slaapkamer(s), 1 × badkamer(s), 1 × toilet, 1 × sitkamer, 1 × familie/TV kamer, 1 × eetkamer, 1 × kombuis, sinkdak.

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 2de dag van Januarie 1996.

E. M. Liebenberg, vir Nel & Oosthuizen Prokureurs, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M331/MIH415.)

Saak No. 13171/95

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

In die saak tussen **NBS BANK BEPERK** (Voorheen bekend as NATAL BOUVERENIGING BEPERK), Eiser, en **ANTON CORNELIUS ELS**, 1ste Verweerder, **BEULAH ELS**, 2de Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 29 November 1995 eiendom hieronder uiteengesit en in eksekusie verkoop op **8 Februarie 1996 om 10:00**, by die Balju kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 581, Terenure X 15 dorpsgebied, registrasie afdeling IR, Transvaal, in die distrik Kempton Park, ook bekend as Loopboomstraat 25, Terenure, 875m² (agthonderd vyf-en-sewentig) vierkante meter groot.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: 3 x slaapkamer(s), 2 x badkamer(s), 2 x toilet, 1 x sitkamer, 1 x TV kamer, 1 studeerkamer, 1 x eetkamer, 1 x kombuis, 1 x motorhuis, teëldak, oprit.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 2de dag van Januarie 1996.

E. M. Liebenberg, vir Nel & Oosthuizen Prokureurs, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M333/MIE305.)

Saak No. 10616/95

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

In die saak tussen **NBS BANK BEPERK** (voorheen bekend as NATAL BOUVERENIGING BEPERK), Eiser, en **S B P DEVELOPMENT CORPORATION (PTY) LTD**, 1ste Verweerder, **CHRISTOFFEL JACOBUS GOLDEN**, 2de 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 **8 Februarie 1996 om 10:00** by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 1365, Kempton Park X 5 Dorpsgebied, Registrasie Afdeling IR, Transvaal, in die distrik Kempton Park, ook bekend as Granaatstraat 22, Kempton Park, 1 160 m² (eenduisend eenhonderd-en-sestig) vierkante meter groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: 6 x kantore, 2 x badkamer(s), 2 x toilet, 1 x studeerkamer, ontvangslokaal, 2 x onvoltooide motorhuise, 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 2de dag van Januarie 1996.

E M Liebenberg, vir Nel & Oosthuizen Prokureurs, Eerste Vloer, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Ons verw. EML/sv/M308/MIG345.)

Saak No. 10642/95

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

In die saak tussen **NBS BANK BEPERK** (voorheen bekend as NATAL BOUVERENIGING BEPERK), Eiser, en **BHEKUMUZI NATHANIEL BUTHELEZI**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 8 November 1995 eiendom hieronder uiteengesit en in eksekusie verkoop op **8 Februarie 1996 om 10:00** by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 1123, Maokeng X 1 Dorpsgebied, Registrasie Afdeling IR, Transvaal, in die distrik Kempton Park, ook bekend as Maokeng 1123, Tembisa, 363 m² (driehonderd drie-en-sestig) vierkante meter groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: 3 x slaapkamer(s), 1 x badkamer(s), 1 x toilet, 1 x sitkamer, 1 x eetkamer, 1 x kombuis, teël dak.

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 Januarie 1996.

E M Liebenberg, vir Nel & Oosthuizen Prokureurs, Eerste Vloer, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Ons verw. EML/sv/M310/MIB888.)

Saak No. 12100/95

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

In die saak tussen **N B S BANK BEPERK**, voorheen bekend as NATAL BOUVERENIGING BEPERK (REG. No. 87/01384/06), Eiser, en **D MHLONGO**, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n lasbrief vir eksekusie gedateer 11 November, 1994 word die eiendom hieronder uiteengesit in eksekusie verkoop op **Donderdag, 8 Februarie, 1996 om 10:00** by die Balju Kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere reg, titel en belang in huurpag gehou deur die Verweerder in Erf 531, Dorpsgebied Tlamatlama, Registrasie Afdeling IR, Transvaal, in die distrik van Kempton Park, groot 300 (driehonderd) vierkante meter.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit 1 toilet, 1 badkamer, 1 eetkamer, 2 slaapkamers, 1 kombuis. Buitegeboue bestaan geen.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% en die balans teen registrasie van transport.
2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 15de dag van Desember 1995.

J H B Schnetler, Badenhorst-Schnetler Ingelyf, 1ste Vloer, Hees en van Loggerenberg Gebou, Longstraat 23, Kempton Park. (Tel. 394-5627.) (Verw. mej. Pretorius/N1054/CDN619.)

Case No. 94/26685

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 **JULIUS, ASHLEY CLYDE**, First Defendant, **JULIUS, RENAY DESIREE**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Sales Rooms, 182 Progress Avenue, Technikon, Roodepoort, on **Friday on 9th February 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 at 182 Progress Avenue, Technikon, Roodepoort:

Erf 319, Maraisburg Township, Registration Division IQ, Transvaal; measuring 991 m²; held by the Defendants under Deed of Transfer Number T4667/1993, being 26 5th Street, Maraisburg.

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

The property consists of: Lounge, family room, dining room, 2 bathrooms, 2 bedrooms, passage, kitchen, servant's room, store room, double garage and swimming pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 14th day of December 1995.

Routledges Incorporated, Plaintiff's Attorneys, 1st Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z92327/JHBFCLS/Mr McCallum/cvdm.)

Saak No. 12727/95

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

SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en **WILLEM JACOBUS STROH**, 1ste Eksekusieskuldenaar, **JOHANNA SUSANNA STROH**, 2de Eksekusieskuldenaar

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

Sekere Erf No. 3832, Birch Acres Uitbreiding 21 Dorpsgebied, Registrasieafdeling I R, Transvaal.

Transportaktenommer: Gehou onder Titelakte No. T93136/92.

Grootte: 530 (vyf honderd-en-dertig) vierkante meter.

Ook bekend as: 29 Bloukuifiestraat, Birch Acres Uitbreiding 21.

Beskrywing: Woning bestaande uit 1 eetkamer, 1 kombuis, 3 slaapkamers, 1 badkamer, 1 toilet, 1 sitkamer, alles onder 'n teeldak. Verbeterings word nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 5de dag van Januarie 1996.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/S1464.)

Saak No. 7458/91

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

ABSA BANK BEPERK (h/a Allied Bank voorheen Allied Bouvereniging), Eksekusieskuldeiser,
en **SIMON GAMA**, Eksekusieskuldenaar

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

Sekere Erf No.: Alle reg, titel en belang in die huurpag oor Erf 1103, Maokeng Afdeling, Tembisa Dorpsgebied, Registrasieafdeling I R, Transvaal.

Transportaktenommer: Gehou onder Titellakte No. TL66232/88.

Grootte: 303 (drie honderd en drie) vierkante meter.

Ook bekend as: 1103 Maokeng Afdeling, Tembisa.

Beskrywing: Woning bestaande uit 1 eetkamer, 1 kombuis, 2 slaapkamers, 1 badkamer, 1 toilet, alles onder 'n sinkdak. Verbeterings word nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 5de dag van Januarie 1996.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, hoek van Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB264.)

Saak No. 149/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MHALA GEHOU TE THULAMAHASHE

In die saak tussen **GAZANKULU ONTWIKKELINGS KORPORASIE BPK**, Eiser, en **M C KHOZA**, Verweerder

Ten uitvoering van 'n Vonnis en Lasbrief vir Eksekusie uitgereik in bogemelde Hof op 12 April 1995 sal die onderstaande eiendom geregtelik verkoop word voor die Magistraatskantoor te Thulamahashe om **15:00 op die 26ste dag van Februarie 1996:**

Stand A 833, Thulamahashe, Mhala.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshofwet en Reëls aan die hoogste bieder verkoop word. Die verkoping geskied "voetstoots" en die Voorwaardes van die Verkoping sal gedurende kantoor-ure by die Balju, Mhala, ter insae lê.

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

G. J. Bensch, vir Schutte Lüneburg Botha & Bensch, Kruger Parkstraat 8b, Posbus 482, Witrivier, 1240. [Tel. (01311) 5-0150.] (Verw. Mnr G. J. Bensch/Mev. A. Botha/G27.)

Case No. 149/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MHALA HELD AT THULAMAHASHE

In the matter between **GAZANKULU DEVELOPMENT CORPORATION LTD**, Plaintiff, and **M C KHOZA**, Defendant

In terms of a judgment given on the 12th day of April 1995 by the abovementioned Honourable Court, the undermentioned property will be sold in execution at the Magistrate's Court, Thulamahashe at **15:00 on the 26th day of February 1996** namely:

Stand A 833, Thulamahashe, Mhala.

The property will be sold without reserve and subject to the terms and conditions of the Magistrate's Court Act, to the highest bidder. The sale will be "voetstoots" and the Conditions of Sale are open to inspection during office hours at the offices of the Sheriff of Court, Mhala.

Signed at White River on this the 11th day of January 1996.

G. J. Bensch, for Schutte Lüneburg Botha & Bensch, 8B Kruger Park Street, P.O. Box 482, White River. (Ref. Mr G. J. Bensch/Mrs A. Botha/G27.)

Case No. 17770/89
PH 258IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NICOLE BANNISTER** (born Botha), Plaintiff, and **CLINT PAUL BANNISTER**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a Sale with a reserve price will be held at the offices of the Sheriff of the Supreme Court Dobsonville / Roodepoort at the sale room of the Sheriff, 182 Progress Road, Technikon, District Roodepoort, on Friday the **9th day of February 1996 at 10:00** of the undermentioned immovable property of the Execution Debtor 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 Court, prior to the sale:

Certain Holding No. 12 Tres-Jolie Agricultural Holdings, Registration Division I.Q. Transvaal; area 2,5696 (two comma five six nine six) Hectares; held under Deed of Transfer No. T 85056/1993, situation Holding 12 Peter Street, Tres Jolie, Agricultural Holdings.

Improvements (not guaranteed): Dining room, 2 bathrooms, 3 bedrooms, kitchen, lounge, family room, laundry, carport, servant's quarters, swimming pool with wire fence around property.

Terms: Ten percent (10%) of the purchase price in cash on the day of the 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg on this the 4th day of January 1996.

Deneys Reitz, Plaintiff's Attorneys, 10 Anderson Street, Johannesburg. (Ref. 53/HER/168 Mrs J. Symonds/sm.)

Case No. 95/08261
PH 128IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **NBS BANK LIMITED**, Plaintiff, and **LANDMAN: FREDERICK JOHANNES**, First Defendant, and **LANDMAN: GEZINA**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the offices of the Sheriff for the Supreme Court, 131 Marshall Street, Johannesburg, on the **8th day of February 1996 at 10:00**, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie at the offices of the Sheriff for the Supreme Court, Johannesburg, prior to the sale:

Erven 1666, 1667, 1668 and 1669, Newlands (JHB), measuring 495 square metres, 495 square metres, 366 square metres, & 420 square metres respectively.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Stands 1666 and 1667 are zoned Business 1 and Residential 1 respectively, and are unimproved save for certain prefabricated offices; Stands 1668 and 1669 are zoned Business 1 and contain a house showroom/retail accommodation with workshops and ablution facilities.

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% on the proceeds of the sale up to a price of R20 000,00 and thereafter 3% up to a maximum fee of R6 000,00, minimum charges R100,00.

Dated at Johannesburg this the 4th day of January 1996.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 2nd Floor, Ten Sixty Six, 35 Pritchard Street, Johannesburg (P.O. Box 2439). (Tel. 881-9800.) (Ref: Mr Carter/sn/N.00140.)

Case No. 91/20996
PH 128IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA BANK LIMITED** (UNITED BANK DIVISION), Plaintiff, and **RAUBENHEIMER, STEPHEN**,
I/D 480920 5149 00 8, Defendant

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

Erf 847, Mondeor, Registration Division I.Q., Gauteng; measuring 1 359 square metres, being 102 Brabazon Avenue, Mondeor, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling house consisting of e/hall, lounge, dining room, family room, 3 bedrooms, 2 bathrooms and shower, kitchen, laundry. Double garage. S/q shower. Workshop.

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

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% on the proceeds of the sale up to a price of R20 000.00, and thereafter 3% up to a maximum fee of R6 000.00, minimum charges R200.00.

Signed at Johannesburg on 22 December 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 2nd Floor, 1066 Building, corner of Harrison & Pritchard Streets, Johannesburg (P O Box 2439). (Tel. 881-9800.) (Ref: Ms Jewell/R772.)

Case No. 95/19729
PH 128IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)In the matter between **ABSA BANK LIMITED** (UNITED BANK DIVISION), Plaintiff, and **ROUX, LEON**, I/D 510519 5022 08 4,
Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the offices of the Sheriff, Supreme Court, Johannesburg West, 131 Marshall Street, Johannesburg, on Thursday **8 February 1996 at 10:00**, of the undermentioned property of the Defendant, on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff, Supreme Court, Johannesburg West, 2nd Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 592, Crosby, Registration Division I.Q., Gauteng; measuring 532 square metres, being 34 Jamestown Avenue, Crosby, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling house consisting of e/hall, lounge, 3 bedrooms, bathroom and toilet, kitchen. Double garage.

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

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% on the proceeds of the sale up to a price of R20 000.00, and thereafter 3% up to a maximum fee of R6 000.00, minimum charges R200.00.

Signed at Johannesburg on 21 December 1995.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 2nd Floor, 1066 Building, corner of Harrison and Pritchard Streets, Johannesburg (P O Box 2439). (Tel. 881-9800.) (Ref: Ms Jewell/R425)

Case No. 10329/1995

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

In the matter between **FIDELITY BANK LIMITED**, Plaintiff, and **HOWARD ALEXANDER TANA**, First Defendant, and
ELEANOR DIEDRIE MATSILISO RAKAU, Second Defendant

Pursuant to a judgment granted by the above Honourable Court the undermentioned property will be sold on the **16th February 1996 at 11:15 am** at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

The complete conditions of sale may be inspected at the office of the Sheriff.

Certain: A Unit consisting of:

(a) Section No. 2, as shown and more fully described on Sectional Plan No. SS112/1992, in the scheme known as Erf 247 Windmill Park in respect of the land and building or buildings situated at Windmill Park Extension 3 Township in the area of the Local Authority of Boksburg, of which section the floor area, according to the said sectional plan in 46 (forty-six) square metres in extent; and

(b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan (situated at 14 Gelderblom Street, Windmill Park, Boksburg).

Date: 2/1/1996.

I. M. Hutchesson, 170 Prince's Avenue, Western Extension, Benoni. (Tel: 422-2934/5/IFO 183.)

Case No. 160/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MHALA HELD AT THULAMAHASHE

In the matter between **GAZANKULU DEVELOPMENT CORPORATION LTD**, Plaintiff, and **M P MDLULI**, Defendant

In terms of a judgment given on the 23rd day of August 1994 by the abovementioned Honourable Court, the undermentioned property will be sold in execution at the Magistrate's Court, Thulamahashe at **15:00 on the 26th day of February 1996**, namely:

Hluvukani Hotel, Mhala.

The property will be sold without reserve and subject to the terms and conditions of the Magistrate's Courts Act, to the highest bidder. The sale will be "voetstoots" and the Conditions of Sale are open to inspection during office hours at the offices of the Sheriff of Court, Mhala.

Signed at White River on this the 11th day of January 1996.

G J Bensch, for Schutte Lüneburg Botha & Bensch, 8B Kruger Park Street, P O Box 482, White River. (Ref: Mrs A Botha/G16.)

Saak No. 160/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MHALA GEHOU TE THULAMAHASHE

In die saak tussen **GAZANKULU ONTWIKKELINGS KORPORASIE BPK**, Eiser, en **M P MDLULI**, Verweerder

Ten uitvoering van 'n Vonnis en Lasbrief vir Eksekusie uitgereik in bogemelde Hof op 23 Augustus 1994 sal die onderstaande eiendom geregtelik verkoop word voor die Magistraatskantoor te Thulamahashe om **15:00 op die 26ste dag van Februarie 1996**:

Hluvukani Hotel, Mhala.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshowewet en Reëls aan die hoogste bieder verkoop word. Die verkoping geskied "voetstoots" en die Voorwaardes van die Verkoping sal gedurende kantoorure by die Balju, Mhala, ter insae lê.

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

G J Bensch, vir Schutte Lüneburg Botha & Bensch, Kruger Parkstraat 8b, Posbus 482, Witrivier, 1240. (Tel. 01311-50150.) (Verw: Mev. Botha/G16.)

Saak No. 3785/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **NBS BANK BEPERK**, Eksekusieskuldeiser, en **C M VAN DER MERWE**, Eksekusieskuldenaar

Geliewe kennis te neem dat die ondergemelde eiendom na aanleiding van 'n vonnis wat in bogemelde saak op 29 Augustus 1995 toegestaan is, op **23 Februarie 1996 om 10:00**, te die Landdroshof, Markstraat, Middelburg, ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantore, Middelburg, vir 'n tydperk van twintig (20) dae voor die verkoping, te wete:

Sekere Erf 1149 geleë in die dorpsgebied van Middelburg, Uitbreiding 3, Registrasie Afdeling J.S., Transvaal; groot 2 075 (tweeënduisend vyf-en-sewentig) vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport T96717/94.

Die eiendom is as volg verbeter: Woonhuis met buitegeboue.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan Artikel 66 (2) van Wet 21 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% by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die Koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde Waarborg lewer vir betaling van die balans van die koopprijs op datum van registrasie.

3. Die eiendom word "voetstoots" verkoop.

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

Geteken te Witbank op hierdie 4de dag van Januarie 1996.

Van Rensburg Kruger, p/a Brandmuller-Taljaard, Prokureurs vir die Eksekusieskuldeiser, Joubertstraat 22, Posbus 59, Middelburg. (Verw: Mnr Taljaard/LL/03-3510.)

Case No. 10195/94

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

In the matter between **ABSA BANK LIMITED (ALLIED BANK DIVISION)** (86/04794/06), Plaintiff, and **MGOBOZI EMMETT MAKIBI**, First Defendant, and **MIRRIAM NOLTHANDO MAKIBI**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 25 October 1994 and Writ of Execution issued pursuant thereto the property listed hereunder will be sold in Execution on **16 February 1996 at 11:15** at the office of the Sheriff, 182 Leeupoort Street, Boksburg, to the highest bidder:

Certain Erf 1904, Dawn Park Extension 30 Township, situated on 1 Oleander Street, Dawn Park Extension 30, in the Township of Dawn Park Extension 30, district of Boksburg, measuring 1 297 (one thousand two hundred and ninety-seven) square metres.

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

Residence comprising 3 bedrooms, lounge, kitchen, bathroom, separate toilet.

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

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

Dated at Boksburg on this the 10 January 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel: 917-4631.) (Ref: A00355/Mrs Kok.)

Case No. 3322/91

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

In the matter between **ABSA BANK LIMITED** (ALLIED BANK DIVISION) (86/04794/06), Plaintiff, and **GREGORY CECIL ROSS**, First Defendant, and **LORRAINE JENNIFER ROSS**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on the 5 August 1991 and Writ of Execution issued pursuant thereto, the property listed hereunder will be sold in Execution on **16 February 1996 at 11:15** at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg to the highest bidder:

Certain Portion 138 of Erf 276, Reiger Park Extension 1 Township, situated on 847 Henry Adolph Street, Reigerpark, in the Township of Reigerpark, district of Boksburg, measuring 307 (three hundred and seven) square metres.

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

Residence comprising 3 bedrooms, lounge, kitchen, bathroom & w/c.

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

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

Dated at Boksburg on this the 10 January 1995.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. AF0911/Mrs Kok.)

Case No: 6972/95

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

In the matter between **NBS BANK LIMITED**, Plaintiff, and **FRANCOIS ALWYN JOUBERT**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 26 October 1995 and a Writ of Execution issued pursuant thereto the property listed hereunder will be sold in Execution on **21 February 1996 at 11:00** at the front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 5907 Benoni Extension 20 Township, situated at 5 Sheridan Street, Farrarmere in the Township of Benoni Extension 20, District of Benoni, Registration Division I.R., The Province of Pretoria-Witwatersrand-Vereeniging, measuring 1 009 (one thousand and nine) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of part face brick and plaster under tiled roof, Lounge, Diningroom, Entrance Hall, Family Room, Kitchen, 4 Bedrooms, 3 Bathrooms, 2 showers, 3 toilets, 1 Garage & Carport, servants room, 1 outside toilet, swimming pool, brick drive, paving and court yard.

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

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

Dated at Benoni on this the 10th day of January 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, 1st Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 422-1350.) (Ref. I. BEETGE/N0036B.)

Case No: 149/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MHALA HELD AT THULAMAHASHE

In the matter between **GAZANKULU DEVELOPMENT CORPORATION LTD**, Plaintiff, and **M. C. KHOZA**, Defendant

In terms of a judgment given on the 12th day of April 1995 by the abovementioned Honourable Court, the undermentioned property will be sold in execution at the Magistrate's Court, Thulamahashe at **15:00 on the 26th day of February 1996** namely:

Stand A 833, Thulamahashe, Mhala.

The property will be sold without reserve and subject to the terms and conditions of the Magistrates' Courts Act, to the highest bidder. The sale will be "voetstoots" and the Conditions of Sale are open to inspection during office hours at the offices of the Sheriff of Court, Mhala.

Signed at White River on this the 11th day of January 1996.

G. J. Bensch, for Schutte Lüneburg Botha & Bensch, 8B Kruger Park Street, P.O. Box 482, White River. (Ref. G. J. Bensch/Mrs A. Botha/G27.)

Saakno: 149/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MHALA GEHOU TE THULAMAHASHE

In die saak tussen **GAZANKULU ONTWIKKELINGS KORPORASIE BPK**, Eiser, en **M. C. KHOZA**, Verweerder

Ten uitvoering van 'n Vonnis en Lasbrief vir Eksekusie uitgereik in bogemelde Hof op 12 April 1995 sal die onderstaande eiendom geregtelik verkoop word voor die Magistraatskantore te Thulamahashe om **15:00 op die 26ste dag van Februarie 1996**:

Stand A 833, Thulamahashe, Mhala.

Die eiendom sal sonder reserve en onderworpe aan die terme en voorwaardes van die Landdroshowewet en Reëls aan die hoogste bieder verkoop word. Die verkoping geskied "voetstoots" en die Voorwaardes van die Verkoping sal gedurende kantoorure by die Balju, Mhala, ter insae lê.

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

G. J. Bosch, vir Schutte Lüneburg Botha & Bosch, Kruger Parkstraat 8B, Posbus 482, Witrivier, 1240. [Tel. (01311) 5-0150.] (Verw. G. J. Bosch/Mev. A. Botha/G27.)

Saakno: 4536/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **NBS BANK BEPERK**, Eiser, en **TRUSTEES VAN DIE CORLATRUST**, 1ste Verweerder,
C. J. VAN ZYL, 2de Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n Lasbrief vir Eksekusie gedateer 24 November 1995 sal die ondervermelde eiendom in eksekusie verkoop word aan die hoogste bieder op 16 Februarie 1996 om 10:00, te Landdroshof, Nelspruit, naamlik:

Erf 487, Sonheuwel, Nelspruit-dorpsgebied, Uitbreiding 2, Registrasieafdeling JT., provinsie Mpumalanga, alternatiewelik bekend as Stanleystraat 11, Sonheuwel, Uitbreiding 2, Nelspruit.

*Verbeterings (nie gewaarborg nie):**Verkoopsvoorwaardes:*

1. Die eiendom sal voetstoots aan die hoogste bieder verkoop word sonder reserve en die verkoping sal onderhewig wees aan die bepalinge en reëls van die Landdroshowewet No. 32 van 1944, soos gewysig.

2. Die verdere verkoopsvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju Nelspruit van Posbus 155, Nelspruit, 1200, met telefoonnommer 01311-23466 asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 8ste dag van Januarie 1996.

Swanepoel & Vennote, Prokureurs vir Eiser, 5de Vloer, Prorombou, Brownstraat, Posbus 1300, Nelspruit. (Tel. 5-2401/ Faks: 5-3335.) (Verw. Pieter Swanepoel/ds/N17-95.)

Case No: 4536/95

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

In the matter between **NBS BANK BEPERK**, Plaintiff, and **TRUSTEES VAN DIE CORLATRUST**, 1st Defendant,
C. J. VAN ZYL, 2nd Defendant

In terms of judgment by the abovementioned Honourable Court and a Warrant of Execution against Property dated the 20th day of November 1995 the undermentioned immovable property will be sold in Execution to the highest bidder on **16 February 1996 at 10:00** at the Magistrate's Court, Nelspruit, namely:..

Erf 487, Sonheuwel, Nelspruit Township, Extension 2, Registration Division J.T., Province Mpumalanga also known as Stanley Street 11, Sonheuwel, Nelspruit, Extension 2.

*Improvements (not guaranteed).**Conditions of sale:*

1. The property will be sold "voetstoots" to the highest bidder without reserve and the sale will be subjected to the provisions and rules of Magistrates' Courts Act No. 32 of 1944 (as amended).

2. Further conditions of sale is contained in the Deed of Sale which lie open to inspection at the office of the Sheriff Magistrate's Court, Nelspruit of P.O. Box 155, Nelspruit, 1200, telephone number 01311-23466, and furthermore at the address of the Attorneys hereinafter stated were the same can be viewed during offices hours.

Signed at Nelspruit on this the 8th day of January 1996.

Swanepoel & Partners, Attorneys for Plaintiff, 5th Floor, Prorom Building, Brown Street; P.O. Box 1300, Nelspruit. (Tel. 5-2401/Fax: 5-3335.) (Ref. Pieter Swanepoel/ds/n17-95.)

Case No: 27213/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **ISAACS: BRIAN ALBERT**, 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, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, the **9th February 1996 at 10:00** in the forenoon, of the undermentioned property of the Defendant on Conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 142 Fleurhof Township, Registration Division IQ, Transvaal, situation 42 Spinel Avenue, Fleurhof, area 843 (eight hundred and forty-three) square metres.

Improvements (not guaranteed): 3 Bedrooms, 2 bathrooms, 3 other rooms.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% on the proceeds of the sale up to a price of R20 000 and thereafter 3% to a maximum fee of R6 000 and a minimum of R200.

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

Maisels Smit & Lowndes, Attorneys for the Plaintiff, 2nd Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N5568E/mgh/tf.)

CAPE • KAAP

Case No. 6213/95

THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **DEON ASHLEY DE JONGH**, First Defendant,
SHIREEN DE JONGH, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, the following will be sold in execution at **10:00, on 8 February 1996** on site to the highest bidder:

Erf 47738 (portion of Erf 47732), Mitchells Plain, 357 (three hundred and fifty-seven) square metres, held by Deed of Transfer T69538/92, situated at 11 Anchor Close, Strandfontein Village, Mitchells Plain, 7785. 3 bedrooms (main en suite), bath/toilet, lounge/dining room, kitchen, garage, granny flat: 2 rooms, kitchen, bath/wc/shower.

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 of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance (plus interest at the current rate of 17,25% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain.

C. & A. Friedlander Inc., 3rd Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. C. Silverwood/Z26520.)

Case No. 1883/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED**, Judgment Creditor, and
ODETTE KIM WELCH, Judgment Debtor

In pursuance of a judgment dated the 28th July 1995 in the Court of the Magistrate of Simon's Town and warrant of execution against immovable property dated the 28th July 1995 the undermentioned property will be sold in execution at the site, being 8 Mullet Close, Marina da Gama, on Wednesday **the 21st February 1996 at 12:30** to the highest bidder:

1. Erf 151083 a portion of Erf 112536 Cape Town at Muizenberg situated in the Area of the Transitional Metropolitan Substructure of Cape Town, Division Cape, Western Cape Province, in extent 452 (four hundred and fifty-two) square metres, held by Deed of Transfer No. T94440/1994, also known as 8 Mullet Close, Marina da Gama.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold voetstoots to the highest bidder.

2. The following information is furnished regarding the improvements on the property though in this respect nothing is guaranteed:

The property consists of 1 brick dwelling, consisting of 3 bedrooms, 1 study, 2 bathrooms, 1 lounge and 1 kitchen.

3. The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale and the full balance thereof together with interest at the current rate of 18,25% per annum (or the ruling interest rate applicable from time to time) on the amount of the Judgment Creditor's claim as preferent creditor (and in the event of there being any other preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer shall be secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. The guarantee shall be delivered by the purchaser to the Sheriff, or upon the Sheriff's instructions, to the Plaintiff's conveyancers within fourteen (14) days of the date of sale and shall provide for the payment of the full balance and any such interest payable as aforesaid provided that if the Plaintiff be the purchaser then no deposit or guarantee will be necessary and the Plaintiff shall pay the full purchase price plus interest to the Sheriff in cash against transfer.

4. The full conditions of the sale which will be read out by the Sheriff immediately prior to the sale may be inspected at the office of the Sheriff for the Magistrate's Court of Simon's Town.

Dated at Muizenberg this 28th day of December 1995.

Gerhard Klopper, for G. P. J. Klopper, Attorneys for Judgment Creditor, Sawas Building, 146 Main Road, Muizenberg. (Tel. 788-1111/2.) (Ref. GK/ds/4175.)

Case No. 2559/1994

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **NBS BANK LIMITED**, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and **ODETTE KIM WELCH**, First Defendant, **JEFFREY LEVEY**, Second Defendant, **ELIZABETH ANN LEVEY**, Third Defendant

In pursuance of a judgment of the Magistrate's Court of Simon's Town and writ of execution dated 11 August 1995, the property listed hereunder, and commonly known as 44 Red Roman Way, Marina Moorings, Marina da Gama, Muizenberg will be sold in execution at the premises on Wednesday, **7 of February 1996 at 14:00** to the highest bidder:

Erf 112512, Cape Town at Muizenberg, in the Municipality of Cape Town, Cape Division, in extent 680 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising 3 bedrooms, lounge, kitchen, bathroom, toilet, garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Simon's Town, 131 St. George's Street, Simon's Town. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 20 day of November 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. S. Williams/N.1813.)

Case No. 2459/1995

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

In the matter between **NBS BANK LIMITED**, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and **AISHA BIBI OSMAN**, Defendant

In pursuance of a judgment of the Magistrate's Court of Bellville and writ of execution dated 24 April 1995, the property listed hereunder, and commonly known as 69 Milton Road, Scottsville, Kraaifontein, will be sold in execution at the premises on Monday, **5 of February 1996 at 11:45** to the highest bidder:

Remainder Erf 369, Kraaifontein, in the Municipality of Kraaifontein, Division of Paarl, in extent 496 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising 3 bedrooms, lounge, dining room, kitchen 1½ bathrooms, toilet, double garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Bellville, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 12 day of December 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. I. Broodryk/N.1916.)

Case No. 32468/1992

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

In the matter between **NBS BANK LIMITED**, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and **VENETIA MAURIA HERMIONE TOBIAS**, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 20 July 1992, the property listed hereunder, and commonly known as 7 Perivale Road, Grassy Park will be sold in execution at the premises on Wednesday, **7 of February 1996 at 12:00** to the highest bidder:

Erf 2014, Grassy Park, situated in the Local Area of Grassy Park, Cape Division, in extent 512 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with asbestos roof, comprising 3 bedrooms, lounge, kitchen, bathroom, toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 & 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 21 day of November 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. S. Williams/N.1194.)

Case No. 66863/1992

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

In the matter between **NBS BANK LIMITED**, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff,
and **JAMES JOHN SCHEDEL**, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 14 January 1993, the property listed hereunder, and commonly known as 17 Galway Road, Bergvliet, will be sold in execution at the premises on Tuesday, **6 February 1996 at 14:00** to the highest bidder:

Remainder Erf 80308, Cape Town, at Heathfield, in the Municipality of Cape Town, Cape Division, in extent 508 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising 3 bedrooms, lounge, kitchen, bathroom, toilet, carport.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 & 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 8 day of December 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. I. Broodryk/N.398.)

Case No. 13175/1991

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS BANK LIMITED**, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff,
and **STEVE PAUL DE WET**, First Defendant, **CARLEN VALENCIA BRUYNIS**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 16 January 1992, the property listed hereunder, and commonly known as 22 Hattford Street, Highbury, Kuils River, will be sold in execution at the premises on Tuesday, **6 February 1996 at 10:30** to the highest bidder:

Erf 8608, Kuils River, Municipality of Kuils River, Division of Stellenbosch, in extent 451 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising 2 bedrooms, lounge, dining room, kitchen, bathroom, toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 8 day of December 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. I. Broodryk/N.863.)

Case No. 68063/1992

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

In the matter between **NBS BANK LIMITED**, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff,
and **DIANE YOUNG**, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 1 February 1993, the property listed herender, and commonly known as 82 Chukker Road, Kenwyn, will be sold in execution at the premises on Thursday, **8 February 1996 at 12:00** to the highest bidder:

Erf 63466, Cape Town at Lansdowne, in the Municipality of Cape Town, Administrative District of the Cape, in extent 283 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising 3 bedrooms, lounge, kitchen, bathroom, toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 21 day of November 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. S. Williams/N.1356.)

Case No. 10035/1995

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS BANK LIMITED**, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff,
and **EDMUND PAUL LAPPERTS**, First Defendant, **BRENDA LYNN LAPPERTS**, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 10 November 1995, the property listed hereunder, and commonly known as 6 Curlew Street, Electric City, Blue Downs will be sold in execution at the premises on Tuesday, **6 February 1996 at 09:30**, to the highest bidder:

Erf 4247, Blue Downs, situated in the Local Area of Blue Downs, Division Stellenbosch, in extent 332 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of cement blocks with tiled roof, comprising 2 bedrooms, lounge, kitchen, bathroom, toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 8 day of December 1995.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldor, 80 St. George's Mall, Cape Town. (Ref. I. Broodryk/N.2058.)

Case No. 3784/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA BANK LIMITED**, Execution Creditor, and **J MAFAKALA**, 1st Execution Debtor, **P MAFAKALA**, 2nd Execution Debtor

The following property will be sold in execution by public auction held at 6 Mississippi Close, Blue Downs, to the highest bidder on **2 February 1996 at 12:15 pm**:

Certain Erf 2550, Eerste River, in the local area of Blue Downs, Division Stellenbosch, known as 6 Mississippi Close, Blue Downs, Eerste River, in extent 236 (two hundred and thirty-six) square metres, held by Deed of Transfer No. T18749/1994, situated at 6 Mississippi Close, Blue Downs, Eerste 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 2 bedrooms, kitchen, lounge, bathroom and toilet".

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 17.25% 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 Goodwood this 13th day of December 1995.

Heyns & Partners Incorporated, Attorneys for Judgment Creditor, 168 Vasco Boulevard, Goodwood. (Ref. N. Marais/mb/A97.)

Case No. 9859/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED**, Plaintiff, and
PETRUS JACOBUS BASSON, Defendant

In the above matter a sale will be held on **Monday 5 February 1996 at 10:45**, at the site of No. 39 Olympus, Olympus Road, Springbok Park, Brackenfell, being:

Section 1, Olympus, situated at Brackenfell, in the Municipality of Brackenfell, measuring 38 Square Metres.

Conditions of sale:

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

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of eighteen comma two five percentum (18,25%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A flat comprising: 2 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 prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Saak No. 25754/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen **BOLAND BANK PKS BEPERK**, Eiser, en **JOHANNES MOSES LODEWYK**, Verweerder

Ter uitvoering van 'n Vonnis van die bogemelde Agbare Hof gedateer 28 Augustus 1995 sal die hiernabeskrewe vaste eiendom in Eksekusie verkoop word op **Woensdag 14 Februarie 1996 om 14:00** op die perseel te Pivettaan 10, Grassy Park, 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 6165, Grassy Park, in die Gebied van die Metropolitaanse Oorgangsubstruktuur van Grassy Park, Afdeling Kaap, Provinsie van die Wes-Kaap, groot 468 vierkante meter, gehou kragtens Transportakte T14851/1987.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, drie slaapkamers, sitkamer, kombuis, badkamer en toilet.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, Mnr. C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of Die Balju, Mnr. T. C. Botha, Electricweg 9, Wynberg (Tel. 761-3430).

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, Mnr. C. J. Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of Die Balju, Mnr. T. C. Botha, Electricweg 9, Wynberg (Tel. 761-3430).

Datum: 7 Desember 1995.

Fourie Basson & Veldtman, Saambou-gebou, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3304.)

Case 44810/1994

MAGISTRATE'S COURT WYNBERG

ABSA BANK LIMITED trading as **ALLIED BANK** versus **MICHEL JEAN-PIERRE BOCKEN**

The following property will be sold in execution at the site of the property, 23 Whitesands Street, Hout Bay, Western Cape, on Monday, **19 February 1996, at 12:00**, to the highest bidder:

Erf 5554, Hout Bay, in extent 270 square metres, held by T81422/1993, situated at 23 Whitesands Street, Hout Bay, Western Cape.

1. The following improvements are reported but not guaranteed: Triple Storey Unit: Entrance, lounge, dining room, study, kitchen, four bedrooms, bathroom/toilet, two x bathrooms/shower/toilet. Tandem garage.

2. **Payment:** Ten per centum of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 18,25% p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. **Conditions:** The full conditions of sale will be read out 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. 124597/gt.

Case No. 13486/95

IN THE MAGISTRATE'S COURT MITCHELLS PLAIN

NEDCOR BANK LIMITED versus **MZINGISI ELLIOT BARAZA**, Married in COP to **SINDISWA VIOLET BARAZA**

The property Erf 536, Mandalay, in the Local Area of Mandalay, Division Cape, in extent 523 square metres, situated at 2 Louw Close, Mandalay.

Improvements (not guaranteed): One single dwelling under an asbestos roof consisting of approx. 4 x bedrooms; kitchen; diningroom; lounge; bathroom/toilet and garage.

Date of sale: 6 February 1996 at 10:00 a.m.

Place of sale: Magistrate's Court, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 500,00 in cash or by bank cheque upon signature of the conditions of sale; 10% of the purchase price less the sum of R2 500,00 in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of Sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain-North at Rocklands, Medical Centre, Park Avenue, Rocklands, Mitchells Plain.

Dated at Claremont the 20th day of December 1995.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 806/95

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

In the matter between **INVESTEC BANK LIMITED**, Plaintiff, and **EDWARD JAFTHA BRAINERS**, First Defendant, and **LOUINA FRANSIENA BRAINERS**, Second Defendant

In pursuance of a judgment of the Court of the Magistrate for the District of Bellville dated 31 January 1995, and writ of execution dated 31 January 1995, the following will be sold in execution at **11:30 on 8 February 1996**, at the site, being:

Erf 33045, Portion of Erf 33039, Bellville in the Local Area of Belhar, Cape Division, in extent 210 square metres, also known as E12 Jacobi Street, Belhar.

The following improvements are reported to the property but not guaranteed: Dwelling consisting of 2 bedrooms, kitchen, lounge, bathroom and toilet.

Conditions of sale:

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 insofar as these are applicable.

2. Payment:

2.1 10% (ten per centum) of the purchase price shall be paid in cash by means of a bank or building society guarantee cheque to the Messenger of the Court or the auctioneer upon signature of the conditions of sale, or otherwise as the Messenger of the Court or the auctioneer may arrange;

2.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

2.3 Interest shall be paid on—

2.3.1 the amount of the Plaintiff's claim at the rate of 18,25% for each month or part thereof from the date of the sale to date of registration of transfer;

2.3.2 Interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer;

2.4 All the amounts mentioned in paragraphs 2.2 and 2.3 above are to be secured by the purchaser by an approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the date of the sale to the Execution Creditor's conveyancers.

3. Full conditions of sale:

The full conditions of sale which will be read out by the Messenger of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Messenger of the Court or the auctioneer's office.

Dated at Cape Town this 15th day of December 1995.

K. Sloth-Nielsen, 2nd Floor, Grootte Kerk Building, Adderley Street, Cape Town.

Case No. 94/32650

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **SHAHEDA CARIEM**, Defendant

In the above matter a sale will be held on Tuesday **6 February 1996 at 10:30 a.m.** at the site of No. 11-6th Street, Maitland, being:

Remainder Erf 22079, Cape Town at Maitland, in the Municipality of Cape Town, Cape Division; measuring: 496 square metres.

Conditions of sale

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of eighteen comma two five per centum (18,25%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A brick dwelling with an asbestos roof comprising: 6 bedrooms (one with bic), kitchen, lounge, 2 bathrooms and single garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Cape Town and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Phone: 948-4761.) (Refer: A Pepler/lr.)

Case No. 95/3060

IN THE SUPREME COURT OF SOUTH AFRICA
(South Eastern Cape Local Division)

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **ANTON GOUWS**, First Defendant,
IRMA GOUWS, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 27 October 1995, and the warrant of execution dated 10 November 1995, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on the **9 February 1996 at 15:00** at the foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

A unit consisting of:

(a) Section No. 33 as shown and more fully described on Sectional Plan No. SS24/93 in the scheme known as Magnolia in respect of the land and building or buildings situate at Kabega in the Municipality of Port Elizabeth, of which the floor area, according to the said Sectional Plan, is 72 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 ST1806/93, situated at 15 Magnolia, Cape Road, Kabega Park, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tile dwelling, lounge, kitchen, 3 bedrooms, 1 bath/wc, 1 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 sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of sale. Sheriff's charges at 5% on the first R20 000,00 and 3% on the balance of the purchase price are also payable on date of the sale.

Dated at Port Elizabeth this 20th day of December 1995.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. EJ Murray/rr.)

Case No. 95/1980

IN THE SUPREME COURT OF SOUTH AFRICA
(South Eastern Cape Local Division)

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **MAGESHVERAB MOODLEY N.O.** First Defendant, **MOGNAMBAL MOODLEY N.O.** Second Defendant, **MAGESHVERAN MOODLEY**, Third Defendant, and **MOGNAMBAL MOODLEY**, Fourth Defendant

In pursuance of a judgment of the above Honourable Court dated 30 August 1995, and the warrant of execution dated 5 September 1995, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on the **9 February 1996 at 15:00** at the foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 1254, Malabar, in the Municipality and Division of Port Elizabeth, measuring 647 square metres, held under Deed of Transfer No. T57165/94, situated at 12 Alyssum Crescent, Malabar, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tiles dwelling, entrance hall, lounge, kitchen, 3 bedrooms, 1 bath, 1 wc, ensuite bath/wc, family room, dining room, sunroom, 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 sale at the office of the Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% on the first R20 000,00 and 3% on the balance of the purchase price are also payable on date of the sale.

Dated at Port Elizabeth this 20th day of December 1995.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. EJ Murray/rr.)

Case No. 1902/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **MR GARY PRYOR**, Plaintiff, and **MR J J MEYER**, Defendant

In pursuance of a Judgment in the above Court and Writ of Execution dated 3 August 1995, the following property will be sold in execution on Wednesday, **21 February 1996 at 10:00**, to the highest bidder at the site of the property, 16 Duiker Drive, Kommetjie:

Erf 3920, Kommetjie, in extent 664 square metres, held by Deed of Transfer No. T987/1994, situated at 16 Duiker Drive, Kommetjie, consisting of 1 bathroom/toilet; 3 bedrooms & 1 en-suite; open-plan lounge/diningroom; kitchen, 1 ½ bedrooms half-built; no garage; no fence.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the Title Deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid together with interest payable by the Judgment Debtor calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Simon's Town.

Dated at Fish Hoek this the 20 December 1995.

Buchanan Boyes Inc., Plaintiff's Attorneys, Hove-To, Medical Centre, 18 Kommetjie Road, Fish Hoek. (Tel. 782-6025.) (Ref. L. Borrett/M66/V44475.)

IN THE SUPREME COURT OF SOUTH AFRICA
(South Eastern Cape Local Division)

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **AMOS THABO MNGQETA**, Defendant

In pursuance of a Judgment of the above Honourable Court dated 16 October 1995, and the Warrant of Execution dated 18 October 1995, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on the **9 February 1996 at 15:00**, at The foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 1077, Motherwell NU5, Phase 1, in the Administrative District of Uitenhage, measuring 270 square metres, held by the Defendant under Certificate of Registered Grant of Leasehold No. TL4216/89, situated at 40 Hlabati Street, Motherwell, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under p/tiles dwelling, lounge, kitchen, 3 bedrooms, 1 bath/wc.

Zoning: In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of The Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% on the first R20 000,00 and 3% on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 21st day of December 1995.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, Parliamentstraat 83, Sentraal, Port Elizabeth. (Ref. EJ Murray/rr.)

Case No. 3062/95

IN THE SUPREME COURT OF SOUTH AFRICA
(South Eastern Cape Local Division)

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **RAMASAMY MUTHAYAN**, Defendant

In pursuance of a Judgment of the above Honourable Court dated 27 October 1995, and the Warrant of Execution dated 16 November 1995, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on the **9 February 1996 at 15:00**, at The foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 761, Malabar, in the Municipality and Division of Port Elizabeth, measuring 1135 square metres, held by the Defendant under Deed of Transfer No. T9978/92, situated at 93 Crammer Street, Malabar, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under iron dwelling, single storey, vacant shop.

Zoning: In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of The Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% on the first R20 000,00 and 3% on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 21st day of December 1995.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, Parliamentstraat 83, Sentraal, Port Elizabeth. (Ref. EJ Murray/rr.)

Case No. 23665/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE AT CAPE TOWN

In the matter between **COSTA BRAVA BODY CORPORATE**, Judgment Creditor, and **MR J. HERISON**, Judgment Debtor

In Execution of the Judgment of the above Honourable Court dated the 3rd October 1995, a Sale in Execution will take place on the **20th day of February, 1996 at 9:30 a.m.** at No. 501 Costa Brava, 299 Beach Road, Sea Point, of the following immovable property which is hereby sold in execution viz:

Section No. 91 as shown and more fully described on Sectional Plan No. SS 55/1978 in the scheme known as Costa Brava, in respect of the land and building or buildings situated at Sea Point, in the Area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of the Western Cape, of which section the floor area according to the Sectional Plan is fifty nine (59) square metres in extent and held by Deed of Transfer No. ST 55/1978.

The said property comprises a single bedroom flat with kitchen, lounge/diningroom and bathroom.

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. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act.

2. One-tenth (1/10th) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee. And subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff for the District of the Cape.

Watkin & Kaplan, Attorneys for Judgment Creditor, 10th Floor, Dumbarton House, 1 Church Street, Cape Town. (Tel. 24-2336).

Case No. 5418/93

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

In the matter between **ABSA BANK LIMITED T/A ALLIED BANK**, Judgment Creditor; and **VERNON MALCOLM BEUKES**, 1st Judgment Debtor, **SPECILENE TRURICIA BEUKES**, 2nd Judgment Debtor

In pursuance of a Judgment granted on the 30 August 1993, in the Paarl Magistrate's Court, the following property will be sold to the highest bidder on **20 February 1996 at 10:00** at Paarl Court house:

Description: Erf 18072, Paarl, situated in the Municipality and Administrative District of Paarl, in extent four hundred and forty-three (443) square metres.

Postal address: 20 Lilac Street, Groenheuwel, Paarl.

Improvements: Dwelling: lounge, kitchen, 3 bedrooms, bathroom, toilet (not guaranteed), held by Deed of Transfer No. 26308/90.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. *Payment:* Ten percentum of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 16% from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 16 December 1995.

Van Niekerk HC, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case No. 27276/95

WYNBERG

FIRST NATIONAL BANK versus P. W. JONES, 1st Defendant, and **C. S. JONES**, 2nd Defendant

The property: Erf 2847, Ottery, in extent 337 square metres, situated at 17 Shaftsbury Circle, Wooddale Park, Ottery.

Improvements (not guaranteed): Single dwelling, brick walls, tiles roof, 3 bedrooms, kitchen, lounge, bathroom, toilet.

Sale date: **6 February 1996 at 12:00.**

Place of sale: On site.

Material conditions: The sale will be by Public Auction to the highest bidder, subject to a 10% 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, Electric Road, Wynberg.

23 November 1995.

Pincus Matz – Marquard Hugo-Hamman, Attorneys for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

Case No. 1581/95

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

In the matter between **MILNERTON TRANSITIONAL METROPOLITAN SUB-STRUCTURE**, Plaintiff, and **MR R HAEFLIGER**, Defendant

In execution of the Judgment of the Magistrate's Court of Goodwood in the above matter, a sale will be held on Wednesday the **7th day of February 1996 at 11:00** at the Site of the following immovable property:

Erf 914, Richmond Park, in the Transitional Metropolitan Substructure of Milnerton, Cape Division, Province of Western Cape, extent 490 (four hundred and ninety) square metres, held by Deed of Transfer No: T71144/1993, also known as 18 Annandale Drive, Richwood, consisting of, although nothing is guaranteed in this regard, tiled roof, brick walls, lounge, dining-room, kitchen, 3 bedrooms, 2 bathrooms, garage.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act.

2. The purchaser shall pay a deposit of 10% of the purchase price in cash on the day of the sale, the balance with interest at the rate of 19,5% per annum from the date of sale to the date of registration of transfer and Value Added Tax on the purchase price, if applicable, to be secured by a bank or building society guarantee, approved by the Judgment Creditor's Attorneys, and to be furnished to the Sheriff within fourteen (14) days from the date of sale.

3. The transfer shall be effected by the attorneys for the Judgment Creditor and the purchaser shall pay all transfer costs including transfer duty, current rates, taxes and other charges necessary to effect transfer, including Value Added Tax on any of the foregoing where applicable upon request by the Judgment Creditor's attorneys.

4. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff of the Goodwood Magistrate's Court, at Epping Avenue, Elsies River.

Dated at Cape Town this 23rd day of November 1995.

Findlay & Tait Inc., Plaintiff's Attorneys, 60 St Georges Mall, Cape Town. (Ref. Miss Jackson/gn/91082.)

Case No. 34942/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **KENNETH CONSTANT NOLAN**, First Defendant, **ESTHER PATRICIA NOLAN**, Second Defendant

In the above matter a sale will be held on **Tuesday 6 February 1996 at 11:30** at the Site of No. 32 Hind Street, Kensington, being:

Remainder Erf 21607, Cape Town, at Maitland, in the City of Cape Town, Cape Division, measuring 556 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of eighteen comma two five per centum (18,25%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A vacant plot with foundations.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Cape Town and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948 4761.) (Ref. A. Pepler/lr.)

Case No. 9038/94

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* **LODEWYK SMIT**

The following property will be sold in execution by public auction held at 8 Kunene Street, Kraaifontein, to the highest bidder on **7 February 1995 at 10:00**:

Erf 7573, Kraaifontein, in the area of the Transitional Metropolitan Sub-Structure of Kraaifontein, Cape Division, Province of the Western Cape, in extent 600 (six hundred) square metres, held by Deed of Transfer No. T9661/93, situated at 8 Kunene 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, dining room, kitchen, 3 bedrooms, 1 bathroom/toilet, 1 shower/toilet, detached garage.

3. *Payment*: Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 17.25% 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 18th day of December 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

Saak No. 369/90

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KOSTER GEHOU TE KOSTER

In die saak tussen **J A DANNHAUSER**, Eksekusieskuldeiser, en **JOHN MOTLHOIWA**, Eksekusieskuldenaar

Kragtens 'n Vonnis van die Landdroshof Koster, en 'n Lasbrief vir Eksekusie gedateer 16 Oktober 1995, sal die volgende vaste eiendom in eksekusie verkoop word aan die hoogste bieder te Die Landdroskantoor, Lehurutshe, op **2 Februarie 1996 om 11:00** voormiddag, naamlik:

Huis No. 1881, geleë te Unit 2, Lerato, Lehurutshe Distrik, Provinsie Noordwes ('n vyf vertrek 2 slaapkamer woonhuis met teëldak).

Voorwaardes: 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 bouvereniging- of ander aanneembare waarborg binne 30 (dertig) dae vanaf datum van verkoping verskaf word.

Die volledige voorwaardes van verkoping mag geïnspekteer word gedurende kantoorure te die kantoor van die Baiju, Piet Retiefstraat No. 7, Zeerust.

Gedateer te Koster op hierdie 8ste dag van Desember 1995.

Mnr. J. O. van Niekerk, Jamesonweg 6, Posbus 51, Koster, 2825. [Tel. (0142) 43-2011/2.]

Case No. 39056/95

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

In the matter between **FIDELITY BANK LIMITED**, Plaintiff/Execution Creditor, and **ANDRE HENDRIK VAN WYK**, First Defendant/Execution Debtor, **ANN ELEANOR VAN WYK**, Second Defendant/Execution Debtor

In execution of the Judgment of the Magistrate's Court of Wynberg in the above matter, a sale will be held on **Thursday, 8 February 1996, at 14:00**, at 31 Sandpiper Mansions, Sandpiper Avenue, Grassy Park, of the following immovable property:

A Unit consisting of: (a) Section number 31 as shown and more fully described on Sectional Plan No. SS223/89 in the Scheme known as Sandpiper Mansions in respect of the land and building or buildings situated at Grassy Park in the Transitional Metropolitan Substructure of Grassy Park, of which section the floor area, according to the said Sectional Plan, is 50 (fifty) 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 No.: ST8327/1993.

Also known as 31 Sandpiper Mansions, Sandpiper Avenue, Grassy Park.

The following information is furnished *re* the improvements but in this regard nothing is guaranteed: A flat on the ground floor consisting of 2 bedrooms, kitchen, lounge, 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% of the purchase price in cash or by way of a bank or building society guaranteed cheque on the day of the sale and the balance (with interest at the rate of 18,25% per annum from the date of sale to the date of registration of transfer) against registration of transfer, which amounts are to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, and to be furnished to the Sheriff within fourteen (14) days from the date of sale.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Cape Town this 13th day of December 1995.

Findlay & Tait Inc., Plaintiff's Attorneys, SA Reserve Bank Building, 60 St George's Mall, Cape Town. (Ref. P. E. Whelan/hb/47266.)

Saak No. 32/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROBERTSON GEHOU TE ROBERTSON

In die saak tussen **NEDCOR BANK BEPERK**, Eiser, en **L. T. KONGO**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en die Lasbrief vir Eksekusie gedateer 6 Maart 1995 sal die hieronder vermelde eiendom verkoop word op die **14de dag van Februarie 1996 om 11:00** voor die hoofingang van die Landdroskantoor, Kerkstraat, Robertson aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 161, Nkqubela, afdeling Robertson, groot 280 vierkante meter, gehou kragtens Sertifikaat van geregistreerde reg van Huurpag nr TL6027/91, bekend as Dayistraat 161, Nkqubela, Robertson, 6705.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie, naamlik: Losstaande enkel verdieping woonhuis, 2 slaapkamers, sitkamer, kombuis, badkamer, asbesdak, draad omheining.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Robertson 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 22ste dag van November 1995.

Muller Terblanche & Beyers, Kerkstraat 66, Posbus 18, Worcester, 6849. (Verw. QK0141.)

Case No. 37730/93

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

In the matter between **RANDSTRETCHER BUILDING SUPPLIES (PTY) LIMITED**, Plaintiff, and **A. ZUTPHEN**, Defendant

The following property will be sold in execution by public auction held at 160 Fifth Avenue, Grassy Park, to the highest bidder on Monday, **5 February 1996 at 14:00**:

Erf 7170 (portion of Erf 1628) Grassy Park, situated in the Area of the Transitional Metropolitan Substructure of Grassy Park, Cape Division, Province of the Western Cape, in extent 468 square metres, held by Deed of Transfer T9785/90, situated at 160 Fifth Avenue, Grassy 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, 7-9 Electric Road, Wynberg.

2. The following information is furnished but not guaranteed: A double storey dwelling built of brick walls under a slated roof comprising of 4 bedrooms, kitchen, lounge, 2 bathrooms and 3 toilets.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 15,5% 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 5th day of December 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case No. 1514/95

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

In the matter between **FIRST NATIONAL BANK OF SA LIMITED**, Plaintiff, and **RAASHIED CONRAD**, Defendant

The following property will be sold in execution by public auction held at 51 Schroeder Street, Lansdowne, to the highest bidder on Thursday, **1 February 1996 at 14:00:**

Erf 62681, Cape Town at Lansdowne, in the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of the Western Cape, in extent 615 square metres, held by Deed of Transfer T.50005/84, situated at 51 Schroeder Street, Lansdowne.

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 at 7-9 Electric Road, Wynberg.

2. The following information is furnished but not guaranteed: A single dwelling built of brick walls under a slated roof comprising of 4 bedrooms, lounge, kitchen, bathroom, w.c., single garage and outside maid's quarters.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 16,25% 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 5th day of December 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town.

Case No. 2846/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **NBS BANK LIMITED** (Reg. No. 87/01384/06), Judgment Creditor, and **MR J. H. MIDDLETON**, Judgment Debtor

Be pleased to take notice that the undermentioned immovable property will be sold in auction on Tuesday, **13 February 1996 at 15:00** on the property at 2 Begonia Street, Somerset West:

Erf 5163, Somerset West, 2 Begonia Street, Somerset West.

Please take notice that the conditions of sale will lie for inspection at the Sheriff of the Court, Somerset West and will be read out prior to the sale.

The property which will be put up to auction consists of:

Property description: Fenced double storey with brick walls and paving. Tiled roof. Floors are covered with fitted carpets and tiles. The house consists of Lounge, Kitchen, Pantry, 4 bedrooms, 1 study, 1 diningroom, TV lounge, 3 showers, 2 1/2 bathrooms, 3 toilets, double garage, laundry, storeroom, servant quarters and 1 toilet.

Take notice that 10% (ten per cent) of the purchase price is to be paid in cash and the balance be secured by a bank guarantee within 14 (fourteen) days after date of sale.

Dated at Strand on this the 12th day of December 1995.

H. L. N. Joubert, for W. P. Holder Boiskin & Viljoen, Attorney for Plaintiff, Van der Stel Building, Galloway Square, Strand, 7140, P.O. Box 40. [Tel. (024) 53-1207.] (Ref. CVA/N53U/001.)

Case No. 650/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **NEDCOR BANK LIMITED** formerly NEDPERM BANK LIMITED formerly SA PERMANENT BUILDING SOCIETY, Plaintiff, and **JACOBUS PETRUS VAN BREDA** married in community of property to **LODEWIEKA MARGARETHA VAN BREDA**, Defendants

In terms of a Judgment given in the Magistrates Court at Somerset West on the 9 March 1995 and under a Warrant of Execution issued thereafter the following immovable property known as:

Erf 4434, Somerset West, in the area of the Transitional Metropolitan Substructure of Somerset West, Division of Stellenbosch, Western Cape Province, measuring 1207 square metres, held by Deed of Transfer No. T4038/72, also known as 36 Quinan Road, Somerset West, will be sold in execution on the **13th day of February 1996 at 11:00** at 36 Quinan Road, Somerset West, in terms of the Conditions of Sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Somerset West and the undersigned.

The Material terms of the sale are as follows:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The Purchaser shall pay 10% of the purchase price immediately after the sale and will provide a bank or building society guarantee acceptable to the Judgment Creditor's Attorneys providing for payment within fourteen days of the balance of the purchase price and interest.
3. The Purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and to the Bondholder.
4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: 3 bedrooms, open plan kitchen/diningroom/lounge, 1 bathroom and toilet, en-suite shower in main bedroom.

Dated at Somerset West this 8th day of December 1995.

P. du Toit, for Morkel & De Villiers Inc., First Floor, Elwil Centre, 14 Caledon Street, Somerset West; P.O. Box 112, Somerset West, 7129. [Tel. (024) 51-2928.]

Case 22205/1994

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

ABSA BANK LIMITED, trading as UNITED BANK, *versus* **ANDRÉE BONTHUYS**

The following property will be sold in execution at the site of the property, 6 Braeside Road, Kenilworth, Western Cape, on Thursday, **15 February 1996, at 12:00**, to the highest bidder:

Erf 64301, Cape Town at Kenilworth, in extent 692 square metres, held by T11287/1988, situated at 6 Braeside Road, Kenilworth, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Entrance, lounge, dining room, family room, kitchen, four bedrooms, two bathrooms, two toilets. Two garages and servants' room. Swimming pool.

2. *Payment*: Ten per centum of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the Sale and the balance (plus interest at the current rate of 18.25% p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the Sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full Conditions of Sale will be read out immediately prior to the Sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 108517/gt.)

Case No. 10611/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED**, Plaintiff, and **SANDRA DIANNE SAMUELS**, Defendant

In the above matter a sale will be held on Monday **5 February 1996 at 10:00** at the site of No. 94 Northpine Road, Northpine, Brackenfell, being:

Erf 5923, Brackenfell, in the Local Area of Scottsdene, Division of Stellenbosch, measuring 431 Square Metres.

Conditions of sale:

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

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of eighteen comma two five percentum (18,25%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising: 3 bedrooms, lounge, kitchen, bathroom, toilet and garage.

4. The complete Conditions of Sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case No. 13689/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **SYFRETS MORTGAGE NOMINEES LIMITED**, Plaintiff, and **ABDURAHMAN KOOROWLEY**, First Defendant, and **HAWA KOOROWLEY**, Second Defendant

In execution of a Judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the abovementioned suit, a sale without reserve will be held on Wednesday, **21 February 1996 at 10:00** at 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, for the Supreme Court of South Africa for the District of Wynberg:

Remainder Erf 82130, Cape Town at Retreat, situated in the Transitional Metropolitan Substructure of Cape Town, Division Cape, Province of the Western Cape, in extent 507 (five hundred and seven) square metres, held by Deed of Transfer T29653/1978, known as Koorowley Supermarket, situated at Hawa Building, 53 Retreat Road, Retreat.

The following information is furnished concerning the improvements to the property (though in this respect nothing is guaranteed): The property comprises a double-storey brick building under tile with aluminium framed windows consisting of two ground floor shops and a flat. Each shop is 120 square metres in extent and has tiled floors and walls in the retail sections and a preparation area. The first floor consists of a lounge/dining room, kitchen, 3 bedrooms, main en suite and a second bathroom.

Terms: Ten percent (10%) of the purchase price of the property, together with the Sheriff's commission must be paid in cash or such form of payment as is acceptable to the Execution Creditor's Attorneys immediately after the sale. The balance, together with interest at the rate applicable to Syfrets Mortgage Nominee Limited Participation Mortgage Bonds from time to time on the full purchase price calculated daily and compounded monthly in advance from the date of sale to date of registration of transfer, both dates inclusive, is to be secured by a bank or building society guarantee or other acceptable guarantee to be approved by the Execution Creditor's Attorneys and furnished to the Transferring Attorneys within 14 (fourteen) days of the date of sale.

Auctioneer's charges payable on the date of sale to be calculated as follows: Five percent (5%) on the proceeds of the sale up to a price of twenty thousand rand (R20 000,00), and thereafter three percent (3%) up to a maximum of six thousand rand (R6 000,00). Minimum charge two hundred rand (R200,00).

Dated at Cape Town this 4 day of January 1996.

E. J. Moffatt, for C.K. Friedlander Shandling & Volks, Attorneys for Plaintiff, 8th Floor, Greenmarket Place, 54 Shortmarket Street, Cape Town. [Tel. (021) 23-6120.] (Ref. Miss E. J. Moffatt.)

Case No. 165/95

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

In the matter between **SAAMBOU BANK LIMITED**, Execution Creditor and **DANIEL PIETER OLIVIER**, 1st Execution Debtor, and **HENDRIKA JEAN OLIVIER**, 2nd Execution Debtor

Take notice that the following immovable property will be sold in execution of judgment by public auction without reserve to the highest bidder on the **7 February 1996 at 10:30** at the said property, namely Erf 8667, Strand, situated in the Municipality of Strand, Division of Stellenbosch:

Short description of property:

Physical address: 8 Du Toit Street, Goedemoed, Strand, measuring 703 (seven hundred and three) square metres.

Improvements: House inter alia with 4 bedrooms, 2 bathrooms; lounge; kitchen; diningroom; 2 garages and a swimming-pool. (These improvements are reported but nothing is guaranteed or to be construed as a representation.)

Material conditions of sale:

1. Full and complete conditions of sale will be read immediately before the sale and are available for inspection at the offices of the Sheriff at 4 Kleinbos Avenue, Strand and the Judgment Creditors attorney at the address stated hereunder.

2. The sale is subject to the provisions of the Magistrates' Courts Act and rules.

3. *Payment:*

3.1 (a) One-tenth of the purchase price in cash or by means of bank marked cheque to the Sheriff of the Court, for the account of the Execution Creditor, such payment to be made on the day of the sale.

3.2 (b) The balance of the purchase price to be paid in cash against registration of transfer, which is to be given and taken forthwith. The Purchaser shall within 14 (fourteen) days after the date of sale furnish the Execution Creditor with a bank or building society guarantee to the Execution Creditor's satisfaction for the due payment of the balance of the purchase price and interest against transfer and due fulfilment of all his obligations under these Conditions of Sale.

3.3 (c) In addition, the Purchaser shall pay interest to the present Bondholder, namely, Saambou Bank Limited, at the current rate of 16% per year calculated on the balance owing under the Mortgage Bond. Such interest calculated from date of sale to date of registration of transfer shall be paid by the Purchaser to the Bondholder's Attorneys.

Signed at Somerset West on this 8th day of November 1995.

Etienne Barnard Attorney, Attorney for Judgment Creditor, 2 Carmel Court, Dirkie Uys Street, P.O. Box 3346, Somerset West, 7129. [Tel. (024) 853-7780/1.] (Ref. EB/lu/S180.)

Case No. 6613/95

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **PETER DOUGLAS HERMAN**, First Defendant, and **SHEILA CHARMAINE HERMAN**, Second Defendant

Pursuant to the judgment of the above Court granted on the 29th September 1995 and a Writ of Execution issued thereafter, the undermentioned property will be sold in execution at **12:00 on Monday, the 5th February 1996**, at 19 David Atkins Road, Charlesville, Cape, to the highest bidder:

Erf 109467, Cape Town, situated in the area of the Transitional Metropolitan Substructure, Cape Town, Division Cape, Western Cape Province, measuring 405 square metres, held by virtue of Deed of Transfer no. T73207/1988, known as 19 David Atkins Road, Charlesville.

The following improvements are situated on the property, although in this respect nothing is guaranteed: A single storey brick dwelling under a tiled roof consisting of 3 bedrooms, 1½ bathrooms, 2 lounge, diningroom TV room, kitchen and garage.

Conditions of sale: 10% and Sheriff of the Magistrate's Court charges in cash or by means of bank guarantee 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 office of the Sheriff of the Magistrate's Court, District of Goodwood, Epping Avenue, Elsies River.

Dated at Cape Town this 18 day of December 1995.

D. J. Lloyd, for Walkers, Plaintiff's Attorneys, 15th Floor, Pleinpark Building, Plein Street, Cape Town.

Case No. 42541/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **RADUE WEIR HOLDINGS (PTY) LTD**, trading as WEIRS CASH & CARRY, Plaintiff, and **ZANDISILE JOHAN SOMPONDO**, Defendant

In pursuance of a judgment in the Court of the Magistrate in the District of Port Elizabeth, dated 24 October 1995, the immovable property listed hereunder will be sold in execution on **Friday, 9 February 1996, at 14:15**, at the front entrance to the New Law Courts, North End, Port Elizabeth:

Erf 2430, Motherwell, in the Municipality of Port Elizabeth; Administrative District of Uitenhage; Eastern Cape Province, measuring 252 (two hundred and fifty-two) square metres, situated at 70 Chalumna Street, NU5, Motherwell, Port Elizabeth.

Improvements: Whilst nothing is guaranteed, it is understood that on the property is a single storey house with a corrugated iron roof.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the offices of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this 8th January 1996.

Andreas Efstratiou, for Van Rooyen & Efstratiou, Attorneys for Plaintiff, KKS House, 40 Pickering Street, Newton Park, Port Elizabeth, 6045 (PO Box 12568, Centrahil, 6006). (Ref. Mr A Efstratiou/DRR/W119.)

**Case No. 527/94
PH 255**

**IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED**, Plaintiff, and **ANTON EDUARD PRAK**, First Defendant, **LESLEY PRAK**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the abovementioned suit, a sale without reserve will be held at 33 Vigne Street, Greyton, at **11:00 on Friday, 23 February 1996**, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 20 Prince Alfred Road, Caledon:

Erf 211, Greyton, situated in the Municipality of Greyton, Division of Caledon, in extent 1 582 square metres, and situated at 33 Vigne Street, Greyton.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 96 square metre main dwelling consisting of an entrance hall, lounge/diningroom, family room, kitchen, 2 bedrooms, bathroom with water closet, dressing room and a 25 square metre outbuilding consisting of a water closet with shower, laundry and store.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000,00 (six thousand rand), minimum charges R200,00 (two hundred rand).

Dated at Montague Gardens this 8 January 1996.

W. D. Inglis, for William Inglis, Plaintiff's Attorney, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S722/1899.)

Case No. 17802/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **THE BODY CORPORATE OF THE WINTON COURT SCHEME No. 195/82**, Execution Creditor, and **MR P. R. COUSINS**, Execution Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Cape Town, and writ of execution dated 10 July 1995, the following property will be sold in execution, at the site of the property at 7 Winton Court, Bancroft Street, Rugby on Thursday, **8 February 1996 at 10:30**, to the highest bidder:

1. (a) Section 7 as shown and more fully described on Sectional Plan No. SS195/82 in the scheme known as Winton Court in respect of the land and building or buildings situated at Cape Town, in the area of the Transitional Metropolitan Substructure Cape Town, Division Cape, Province of the Western Cape, of which section the floor area according to the said sectional plan is 79 (seventy-nine) 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.

Held by Deed of Transfer No. ST 3383/1992 also known as 7 Winton Court, Bancroft Street, Rugby.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: Sectional Title Unit consisting of 2 bedrooms, lounge, kitchen and bathroom.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash or by means of a deposit-taking institution's guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate for which judgment was granted per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved deposit-taking institution guarantee to be delivered within fourteen (14) days of the date of sale.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

Schneider Shargey & Klitzner, Attorneys for Judgment Creditor, 173 Bree Street, Cape Town. (Ref. N. Shargey/nf/LW598.)

Case No. 3414/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **STANDARD CREDIT CORPORATION**, Plaintiff, and **BERNADETTE CATHERINE BHENGA (12707066-1)**, Defendant

In pursuance of a Judgment of the Magistrate's Court of Mitchells Plain and Warrant of Execution dated June 1994, the property listed hereunder and commonly known as 21 Bluegum Place, Mont Claire, Mandalay, Mitchells Plain, Cape, will be sold in Execution in front of the Magistrate's Court on Wednesday, the **31st January 1996 at 10:00** to the highest bidder:

Erf 2078, Mandalay, situated in the Local Area of Mandalay, in the Administrative District of the Cape, in extent 377 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: 1 × single dwelling under asbestos tiled roof, consisting of 4 × bedrooms, 1 × kitchen, 1 × bathroom/toilet, 1 × dining room/lounge.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain, Rocklands Medical Centre, Park Avenue, Rocklands, Mitchells Plain.

Dated at Cape Town this 21st day of December 1995.

Syfret Godlonton-Fuller Moore Inc., Plaintiff's Attorneys, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town, P.O. Box 695, Cape Town. (Tel. 24-7030.) (Fax 24-5801.) (Ref: COLL/DB/77050.)

Case No. 764/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMON'S TOWN HELD AT SIMON'S TOWN

In the matter between **NBS BANK LIMITED (Reg. No. 87/01384/06)**, Execution Creditor, and **MISS JESSIE JOHANNAH PHILANDER**, Execution Debtor

In execution of the Judgment of the Magistrate's Court of Simon's Town in the above matter, a Sale will be held at 1.00 am, on Wednesday, the **7th day of February 1996** at the premises being 66 Shearwater Drive, San Marina Muizenberg:

Erf 152624, Cape Town, at Muizenberg, situated at 66 Shearwater Drive, San Marina, measuring Two Hundred and Thirty square metres, held by Title Deed T 13956/94.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944 (as amended), the property being sold voetstoots and as it stands and subject to the conditions of the existing Title Deed. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above Act.

2. One-tenth ($\frac{1}{10}$) 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 thereon at the ruling Building Society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee.

And Subject to the further conditions which may be read out at the time of the Sale and which may be inspected at the offices of the Messenger of the Court, Simon's Town telephone number 786-1576.

Dated at Cape Town on this the 28 December 1995.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z34179.)

Case No. 27633/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED**, Execution Creditor, and
GERT PIERRE PHARO, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Cape Town dated 19 September 1995 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises at Sea Point, to the highest bidder on **8 February 1996 at 12:30**:

Section No. 113, section 53 and section 77, in the building or buildings known as La Rochelle, situated at Sea Point West, in extent 140 (one hundred and forty) square metres, street address 302 La Rochelle, Beach Road, Sea Point.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: 2 bedrooms, 2 bathrooms, 1 lounge, 1 dining room, 1 kitchen and a balcony (enclosed).

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Mandatum Building, Barrack Street, Cape Town.

(4) Payment shall be effected as follows:

Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate of interest from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on 9 January 1996.

W. de Braal, for Buchanan Boyes, Attorneys for Execution Creditor, 2nd Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case No. 94/26121

PH. 129

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **DISSEL, PHILIPPA YVONNE**, Plaintiff, and **PARTMART (PROPRIETARY) LIMITED**, Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), and a writ of execution dated the 25 November 1994, the property set forth hereunder will be sold in execution on the **6th February 1996 09:30** at flat number 18, Mountain Close, Chelmsford Road, Vredehoek, Cape Town, to the highest bidder:

1. A unit consisting of section 18 in the scheme known as Mountain Close, Vredehoek Township, of which section the floor area is 90 (ninety) square metres in extent, plus an undivided share in the common property in the scheme in accordance with the participation quota as endorsed on Sectional Plan SS93/1988.

Held by Certificate of Registered Sectional Title ST93/1988 (18) (Unit), and situated at 18 Mountain Close, Chelmsford Road, Vredehoek, Cape Town.

2. A unit consisting of section 32 in the scheme known as Mountain Close, Vredehoek Township, of which section the floor area is 18 (eighteen) square metres in extent, plus an undivided share in the common property in the scheme in accordance with the participation quota as endorsed on Sectional Plan SS93/1988.

Held by Certificate of Registered Sectional Title ST93/1988 (32) (Unit), and situated at Mountain Close, Chelmsford Road, Vredehoek, Cape Town.

Section 18 is reported to consist of 2 bedrooms, a balcony, 2 bathrooms, a kitchen and a living room and dining area; and section 32 is reported to be a lock-up garage.

The above description is not guaranteed to be correct.

The conditions of sale: The purchase price will be payable as to a deposit of 10% in cash on the day of the sale, 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, Mandatum Building, Barrack Street, Cape Town.

The Sheriff's commission is payable by the purchaser on the date of sale.

Dated at Johannesburg this 15th day of January 1996.

Henry Helman & Co., Plaintiff's Attorneys, 18th Floor, Cape Towers, 11 MacLaren Street, Johannesburg, P.O. Box 62130, Marshalltown. (Tel. 838-2417.) (Ref. Mr Helman.)

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **EERSTE NASIONALE BANK VAN SA BEPERK**, h/a WESBANK, Eiser, en **T I MOSHWU**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Kimberley en 'n lasbrief vir eksekusie gedateer 22 September 1995 sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder by die Landdroshof, Kimberley, op Donderdag **8 Februarie 1996 om 10:00**:

Seker Erf 7569, Galeshewe, geleë in die Munisipaliteit en Administratiewe Distrik van Kimberley, groot 372 vierkante meter, bekend as Malungastraat 409, Galeshewe, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis. Maar niks word gewaarborg nie.

Tien persent van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing en afslaaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaaersgelde betaalbaar in kontant op die datum van die verkoping; die balans teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir die Landdroshof, Kimberley en sal uitgelees word onmiddellik voor die verkoping.

H. P. A. Venter, vir Duncan & Rothman, Eiser se Prokureurs, Permanente-gebou, Jonesstraat, Kimberley.

Case No. 9912/1995

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **STANDARD BANK OF SOUTH AFRICA LIMITED**, Plaintiff, and **EVERETT SONWABO MBELANI**,
1st Defendant, **NONKULULEKO PATRICIA MBELANI**, 2nd Defendant

In execution of a judgment of the Magistrate's Court, East London in the above matter, a sale will be held on **14th February 1996 at 09:00** at Magistrate's Court Building, Buffalo Street, East London, as referred to below:

Erf 13201, East London, Municipality and Division of East London, in extent 425 (four hundred and twenty-five) square metres; held under Deed of Transfer No. T335/1995; also known as 17 Lupin Road, Braelyn, East London.

The following information relating to the property is furnished but not guaranteed in any way: A single storey dwelling under tiled roof with outbuildings. Consisting of lounge, dining room, family room, kitchen, 3 bedrooms, 1 bathroom with toilet, 1 shower with toilet, double garage, toilet, swimming pool.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within ten (10) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale will be read out at the time of the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London, prior to the date of sale.
5. The sale is subject to the proceeds of the sale being sufficient to satisfy the claim of any preferent creditor in full.

Dated at East London this 5th day of January 1996.

Wilken & Van Rensburg Incorporated, Plaintiff's Attorneys, 5th Floor, Standard Bank Building, 77 Oxford Street, East London. (Ref. Mr A. van Rensburg/NM.)

EKSEKUSIEVEILING

Behoorlik daartoe gelas deur die Kurator, mnr B B Benade, p/a Engelsman Benade & Van der Walt, Posbus 609, Kimberley, in die insolvente boedel van **E C LIMBURGH**, sal die ondergenoemde per publieke veiling verkoop word op Donderdag, **25 Januarie 1996 om 10:00** voor die Landdroskantoor, Kimberley.

Vaste eiendom:

1. *Seker:* Erf No. 12529, Kimberley, geleë in die Munisipale gebied van Kimberley; groot 560 vierkante meter; ook bekend as Sparrowstraat 33, Pescodia, Kimberley, bestaande uit sitkamer, kombuis, badkamer 2 slaapkamers.

Terme: 10% van die koopprys op die vaste eiendom betaalbaar by toeslaan van die bod en die balans binne 30 dae vanaf veiling. Afslaaerskommissie tesame met BTW betaalbaar op die dag van veiling. Die hoogste of enigste bod sal nie noodwendig aanvaar word nie. Die veiling is voetstoots en niks word gewaarborg nie.

Vir verdere inligting: A. P. van der Walt, Woodleystraat 36, Kimberley, 8301. [Tel. (0531) 2-3129/0.]

NATAL

Case No. 9051/95

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

In the matter between **BOLAND BANK PKS LIMITED**, Plaintiff, and **S E MAZIBUKO**, 1st Defendant, **D E MAZIBUKO**, 2nd Defendant

In pursuance of judgment of the Court of the Magistrate, Pinetown, dated the 26 September 1995 and Writ of Execution dated 17 October 1995 the immovable property listed hereunder will be sold in execution on Friday the 9th day of February 1996, at 10:00, at the Front Entrance of the Magistrate's Court, Chancery Lane, Pinetown, to the highest bidder:

Property description: Lot 1292, New Germany (Ext. No. 13), situated in the Borough of New Germany and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 980 square metres and held under Deed of Transfer No. T30775/92.

Physical address: 31 Reading Road, New Germany.

Conditions:

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 insofar as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling under brick and tile—1 lounge/dining room; 1 family room; 1 kitchen; 1 full bathroom; 1 shower/toilet (mes); 3 bedrooms and 1 garage.

3. The purchase price shall be paid as to 10% thereof on the signing of the conditions of sale, and the full balance together with interest on the full amount of the Plaintiff's claim at the rate of 16% per annum to date of payment, within fourteen (14) days, to be paid or secured by an approved bank or building society guarantee.

4. The full conditions of sale which will be read out by the Sheriff of Court, Pinetown, immediately prior to the sale may be inspected at his office at 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam, Natal.

Dated at Pinetown this 7th day of December 1995.

Geyser, Liebetrau, Du Toit & Louw, Plaintiff's Attorneys, 4th Floor, Chartered House, 75 Crompton Street, Pinetown. (Ref. ATK/ai/B199.)

Case No. 6837/93

IN THE SUPREME COURT OF SOUTH AFRICA (Durban and Coast Local Division)

In the matter between **APPALSAMY KISTEN NAIDOO**, Plaintiff, and **CHENGIAH BABOO NAIDOO**, Defendant

In pursuance of judgment of the Supreme Court of South Africa, Durban and Coast Local Division, in the abovementioned suit, a sale will be held by the Sheriff, Port Shepstone, in front of the Port Shepstone Magistrate's Court, Court House Road, Port Shepstone, on Friday the 2nd February 1996 at 10:00 of the undermentioned properties to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The properties are described as:

1. Lot 376 Marburg Township Ext. 5, situated in Marburg, Administrative District of Natal, situated in the Province of KwaZulu/Natal, in extent two thousand two hundred and twenty-five (2 225) square metres, held under Deed of Transfer T1505/1986.

Street address: Commercial Road, Marburg.

Improvements: Factory under block & galvanised roof with concrete floor divided into four sections—Each section consists of: 1 office; cloakroom; 2 toilets (male & female) with open plan workshop area.

Zoning: Light Industrial (nothing guaranteed).

And the Defendant's individual half share in the property known as:

2. Rem of Sub 4 of Lot 34, Marburg Settlement No. 5435, situated in Marburg, Administrative District of Natal, situated in the Province of KwaZulu/Natal, in extent six thousand two hundred and sixty-five (6 265) square metres.

Street address: Roslyn Avenue, Marburg.

Improvements: A brick & Asbestos dwelling house comprising main dwelling with two other sections under the same roof as main dwelling, each consisting of:

Main dwelling: 3 bedrooms, lounge, T.V. room, diningroom, kitchen, toilet, toilet & bathroom, garage with storeroom.

Section 1: 2 bedrooms, kitchen, bathroom, toilet and lounge.

Section 2: 1 bedroom, toilet, bathroom & kitchen.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Port Shepstone, 20 Riverview Road, Sunwich Port, (Tel: 0391 83303).

Dated at Durban this 5th day of January 1996.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith & Field Streets, Durban. (Ref. Mr G A Pentecost.)

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

In the matter between **ABSA BANK LIMITED** NO. 86/04794/06, t.a. **UNITED BANK**, Plaintiff, and **FRANKLYN JOSEPH TATE**, 1st Defendant, and **MYRA WINNIFRED TATE**, 2nd Defendant

In pursuance of Judgment granted on the 22nd March, 1993, in the Court of the Magistrate, Durban and under Writ of Execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on the **6th February, 1996 at 2 p.m.** on the front steps of the Magistrate's Court, Somsteu Road, Durban:

Description: A unit consisting of:

(a) Section No. 3 as shown and more fully described on Sectional Plan No. SS 222/87 in the scheme known as "Clamyze" in respect of the land and building or buildings situated at Greenwood Park, Durban, of which the floor area according to the said Sectional Plan, is 136 (one hundred and thirty-six) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan. Held under Certificate of Registered Sectional Title No. ST222/87(3)(Unit).

Street address: 3 Clamyze, 51 A Sentinel Avenue, Greenwood Park, Durban.

Improvements: 1 Dwelling consisting of brick and tile (flat), comprising of: *Downstairs:* 1 lounge & diningroom, 1 kitchen, 1 toilet & wash-hand basin. *Upstairs:* 2 bedrooms, 1 main en suit bath, shower, toilet and wash-hand basin, 1 balcony. *Outside:* Braai place, 1 bathroom toilet and wash-hand basin. (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% 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 preferant creditor (Bondholder), then the interest payable upon such preferant 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 transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said Attorneys.

The full Conditions of Sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this 2nd day of January, 1996.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (A0038/349/JR/cc.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **MBIZELWA PAUL MBELE**, Defendant

In terms of a judgment of the above Honourable Court dated the 10 November 1995 a sale in execution will be held on **9 February 1996 at 12:00** at the main South entrance to the Magistrate's Court, Umlazi, (Near the National and KwaZulu Flag Post) to the highest bidder without reserve:

Ownership Unit No Z 2016 in the Township of Umlazi, District Umlazi in extent of 534 square metres, represented and described on General Plan No PB 559/1986, held under deed of grant number 4582/87 signed at Ulundi on the 24 March 1987.

Physical Address: Z 2016 Umlazi.

The following information is furnished but not guaranteed:

Brick under tile dwelling consisting of: 3 x bedrooms, 1 x lounge, 1 x kitchen, 1 x diningroom, 1 x bathroom, 1 x garage, electricity.

(The nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

The aforesaid sale shall be subject to the Conditions of Sale which may be inspected at the office of the Sheriff of the Supreme Court at Umlazi.

Dated at Durban this 2 day of January 1996.

Strauss Daly Inc., Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref: Mrs D. Varty/NO183/115.)

Case No. 6998/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **NKOSENYE ISAAC KHUZWAYO**, Defendant

In terms of a judgment of the above Honourable Court dated the 10 November 1995 a sale in execution will be held on **9 February 1996 at 12:00** at the main South entrance to the Magistrate's Court, Umlazi, (Near the National and KwaZulu Flag Post) to the highest bidder without reserve:

Ownership Unit No 921 in the Township of Umlazi-Unit 7, District Umlazi in extent of 348 square metres, represented and described on General Plan No BA 7/1967, held under deed of grant number 2029/51 signed at Pretoria on the 20 February 1981.

Physical Address: Unit 7, 921 Umlazi.

The following information is furnished but not guaranteed:

Brick under asbestos dwelling consisting of: 2 x bedrooms, 1 x kitchen, 1 x diningroom, 1 x bathroom, light facilities.

(The nature extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

The aforesaid sale shall be subject to the Conditions of Sale which may be inspected at the office of the Sheriff of the Supreme Court at Umlazi (Near the National and KwaZulu Flag Post).

Dated at Durban this 3rd day of January 1996.

Strauss Daly Inc., Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref: Mrs D. Varty/NO183/113.)

Case No. 6735/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **BRYON DAVIES**, First Defendant, and **CHERYL ANNE DAVIES**, Second Defendant

In terms of a judgment of the above Honourable Court dated the 22 November 1995 a sale in execution will be held on **9 February 1996 at 10:00** on the steps of the Supreme Court, Masonic Grove, Durban, to the highest bidder without reserve:

Sub 531 of 519 of the farm Mobeni No 13538, situated in the City of Durban, Administrative District of Natal, in extent 1 324 square metres held under Deed of Transfer No T9740/94.

Physical Address: 23 Carmichael Place, Woodlands.

The following information is furnished but not guaranteed: House of brick under tiled roof, garage separate from house with one room under garage. 3 Bedrooms, 1 toilet (carpeted floor), 1 bathroom with bath and basin, lounge (carpeted), diningroom (carpeted) and entertainment areas, kitchen with fitted cupboards and scullery (lino floor), servants' quarters separate with 2 rooms and toilet/shower. The property is fully fenced with slab and wire fencing.

(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, Durban.

Dated at Durban this 2nd day of January 1996.

Strauss Daly Inc., Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref: Mrs D. Varty/NO183/111.)

Case No. 46667/95

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

In the matter between **PARADISE VALLEY BODY CORPORATE**, Plaintiff, and **SHESHILE THULANI ZWELIHLE NGUBANE**, Defendant

In pursuance of a judgment granted on the 18 September 1995 in the above honourable court and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, the **9 February 1996 at 10:00** in the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A unit consisting of:

(a) Section No. 67, as shown and more fully described on Sectional Plan No. SS233/1983 in the scheme known as Birches in respect of the land and building or buildings situated at Pinetown of which section the floor area according to the said sectional plan is 72 (seventy-two) square metres in extent;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: 205 Grand Birches, 100 Entabeni Road, Paradise Valley, Pinetown.

Registered in the Natal Deeds Office in the name of the defendant.

Improvements (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots): A brick and tile dwelling consisting of two bedrooms, kitchen, lounge, bathroom and toilet.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder;

2. The purchaser (other than the plaintiff) shall pay a deposit of 10% of the purchase price in cash at the time of the sale and the balance against transfer is to be secured by a bank or building society guarantee and to be furnished to the Sheriff within 21 (twenty-one) days after the 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 costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys;

4. the full conditions of sale may be inspected at the offices of the Sheriff, Pinetown and interested parties are asked to contact the plaintiff who may be prepared to grant facilities to an approved purchaser.

Dated at Durban this 4th day of January 1996.

Jack Hawkey, Plaintiff's Attorney, 800 Victoria Maine, 71 Victoria Embankment, P.O. Box 4925, Durban. DX: 100, Durban. (Tel. 301-8733.) (Fax. 301-8736.) (Ref. JHH/jr/04/R.001/863.)

Case No. 1047/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMVOTI HELD AT GREYTOWN

Between **THE TOWN COUNCIL FOR THE BOROUGH OF GREYTOWN**, Execution Creditor, and **B. SEWPUCHAN**, Execution Debtor

In pursuance of a judgment granted on the 21st day of November 1994 and in the above Honourable Court and Warrant of Execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on Friday the **23rd day of February 1996, at 11:00**, in front of the Magistrate's Court, Greytown:

(a) *Deeds office description*: Sub 1 of Lot 422, situated in the Borough of Greytown, Administrative District of Umvoti, KwaZulu Natal, in extent 1 012 square metres.

(b) *Street address*: 4 Maitland Street, Greytown.

(c) *Improvements*: None - vacant stand.

(d) *Zoning*: General Residential.

N.B. Neither the Execution Creditor nor the attorneys warrant any of the above details.

Material conditions:

1. The Conditions of Sale may be inspected at the Office of the attorneys for the Execution Creditor and at the office of the Sheriff of the Magistrate's Court, 119 Voortrekker Street, Greytown.

2. The sale shall be by public auction without reserve to the highest bidder, subject to the terms and conditions contained in the Conditions of Sale.

3. The purchaser shall deposit 1/10th (one tenth) of the purchase price with the auctioneer on the signing of the Conditions of Sale and the balance of the purchase price, together with interest, shall be paid in cash or certified guarantee by the furnishing of a bank or building society, within ten (10) days after date of sale.

4. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act (Act 32 of 1944, as amended) and the rules made thereunder.

Dated at Greytown, KwaZulu Natal, on this 12th day of December 1995.

Nel & Stevens, Attorneys for Execution Creditor, 117A Voortrekker Street, P.O. Box 60, Greytown, 3500. (Ref. ACR/el/10 T094 008.)

Case No. 95/4109

IN THE SUPREME COURT OF SOUTH AFRICA
Durban and Coast Local Division

In the matter between **THE STANDARD BANK OF SOUTHERN AFRICA LIMITED**, Plaintiff, and **ERNEST ALAN THOMPSON**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, at **10:00 am on Friday the 2nd February 1996**:

Description: Lot 322, Coedmore, situate in the Yellow Wood Park Health Committee Area, Administrative District of Natal, in extent 1 012 (one thousand and twelve) square metres held by Deed of Transfer T.855/1977.

Physical address: 25 Coedmore Avenue, Yellow Wood Park, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: One single storey brick under tile roof consisting of: 1 x Entrance verandah, 1 x Lounge, 1 x Diningroom, 1 x Family Room, 1 x Kitchen, 3 x Bedrooms, 1 x Bathroom/WC/Shower, 1 x Toilet. Outbuildings consists of: 1 x Garage, 1 x Toilet with Shower, 1 x Servants Quarters, 1 x Swimming Pool. The property is fenced.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the Rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban South, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 12th day of December 1995.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref: Mr J C Jones/cd/notice.thompson.)

Case No. 92/9979

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 **SIVALINGAM REDDY**, First Execution Debtor, **SURYAGANTHIE REDDY**, Second Execution Debtor

In pursuance of a judgment in the Court for the Magistrate of Pinetown and reissued writ of execution dated September 1995, the property listed hereunder will be sold in execution on **23 February 1996 at 10:00 a.m.** at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Sub 2 of Lot 528, of Reservoir Hills (Extension No. 1), situate in the City of Durban, Administrative District of Natal, Province of Kwazulu/Natal, in extent nine hundred and thirty (930) square metres.

Postal address: 91 Mountbatten Drive, Reservoir Hills, 4091.

Town planning zoning: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A double storey brick and cordova tile dwelling consisting of: Lounge, Diningroom, Kitchen, 4 Bedrooms, 2 Bathrooms, 1 Shower, 4 WCs, Tower and Room, Entrance Hall, 3 Verandahs large Dressing Room with expensive mirrors and tiles, Prayer Room, Double Garage, Fireplace and Chimney attached to house, Swimming Pool, 1 Servant's Room, 1 Storeroom, 1 WC, 1 Laundry.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 4th day of January 1996.

King & Associates, Attorney for Execution Creditor, 4th Floor, NBS Centre, Hill Street, Pinetown. (Tel. 7011561.) (Ref: Mr Jenkins/nem/02/No12/033.)

Case No. 95/18137

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

In the matter between **VAN DER STEL BODY CORPORATE**, Plaintiff, and **K XABA**, Defendant

In pursuance of a judgment granted on 12 April 1995 in the Magistrate's Court of Durban and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder on Thursday, **8 February 1996 at 2:00 p.m.** in front of the Durban Magistrate's Court House, Somtseu Road, Durban:

Description of property:

Section No. 15 as shown and more fully described in Sectional Plan No. SS 145/1985 in the scheme known as Van Der Stel in respect of the land or building or buildings situate in the city of Durban, Administrative District of Natal, Province of Kwazulu/Natal, of which section the floor area according to the said Sectional Plan is 54 (fifty four) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said Sectional Plan in accordance with the participation quota as endorsed on the said Sectional Plan.

Physical Address: Flat No. 31 Van der Stel, 15 Gillespie Street, Durban.

Improvements: 1 Flat consisting of 1 bedroom, bath and basin, 1 toilet, 1 lounge carpeted, 1 kitchen with fitted cupboard.

Nothing in the above is guaranteed.

The purchaser shall be required to pay ten percent (10%) deposit of the purchase price and the auctioneer's commission plus VAT thereon immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within fourteen (14) days after date of sale.

The full conditions of sale may be inspected at the offices of the Sheriff, Magistrate's Court, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban on this 21st day of December 1995.

J H Nicolson, Stiller & Geshen, Plaintiff's Attorneys, 11th Floor, Fedlife House, 320 Smith Street, Durban. [Tel: (031) 3049751.] (Ref: Mr G C Weston/cc/VA1.)

Case No. 51022/95

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

In the matter between **NBS BANK LIMITED**, Plaintiff, and **PREMJITH SERON SINGH**, First Defendant, **SHERINSINGH SINGH**, Second Defendant

In pursuance of a judgment granted on the 6th October 1995 in the Magistrate's Court for the District of Durban held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold to in execution on Thursday, **8th February 1996** on the front entrance to the Magistrate's Court House, Somtsue Road, Durban, at **14:00**:

Description: Lot 439, Bonela (Extension 1), situated in the City of Durban, Administrative District of Natal, Province of Kwa-Zulu/Natal, in extent four hundred and seventy-two (472) square metres.

Physical address: 25 Harcombe Gardens, Bonella, Durban.

Zoning: Special Residential.

Improvements: Block under asbestos dwelling, consisting of single storey: *Main Building:* 3 bedrooms, 1 lounge, 1 dining room/study, 1 kitchen, toilet & bathroom, yard paved, out building: 1 single garage, 1 lounge, 1 bedroom, 1 kitchen, 1 toilet and bathroom.

Vacant possession is not guaranteed, nothing in respect of the sale notice is guaranteed.

The sale shall be for rands and no bids of less than one hundred rand (R100,00) shall be accepted.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

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

3. The purchaser shall be liable for interest at the rate of 18,25% per annum capitalised monthly in advance to the bondholder, NBS Bank Limited, on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value added tax and other necessary charges to effect transfer upon request by the said attorneys.

5. The property and the improvements thereon are sold "voetstoots" and without any warranties.

6. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban Central, 21 Stafmeyer House, Beach Grove, Durban.

Dated at Chatsworth on this 14th day of December 1995.

M. Y. BAIG, for M. Y. Baig & Company, Execution Creditor's Attorneys, Suites 19/20, Croftdene Mall, Croftdene Drive, Chatsworth; c/o M. Y. Baig & Co., 212 Poynton House, 85/87 Gardiner Street, Durban. (Ref. Mrs John/04 5411 004.)

Case No. 26154/93

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

Between **NBS BANK LIMITED** (Reg. No. 87/01384/06), Plaintiff, and **RUNIL RAMCHARAN N.O.** in his capacity as the executor of the estate **SHANTI DEVI RAMPERSAD**, Defendant

In pursuance of judgment granted in the above action the immovable property listed hereunder shall be sold in execution to the highest bidder without reserve on the **6th February 1996 at 14:00** at the front entrance to the Magistrate's Court, Somsteu Road, Durban:

Description: Sub 2 of Lot 4387 Reservoir Hills situated in the City of Durban, Administrative District of Natal, in extent 2 017 square metres.

Postal address: 14 Cartmel Road, Clare Estate, Durban.

Improvements: Brick/tile house comprising of lounge-carpeted; diningroom; swiss parquet floors; 3 bedrooms-swiss parquet floors; toilet-fully tiled-lowpan bath/toilet-fully tiled with toilet pan-tub-wash basin; kitchen-fully tiled with built-in-units servants quarters-2 rooms-carpet; house fully burglar guarded with steel gate-precast fence.

Town planning zoning: Special Residential.

1. The property shall be sold without reserve to the highest bidder in terms of the Magistrate's Court rules.

2. The purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank and guarantee within twenty-one days.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 15 Milne Street, Durban.

Jackson & Ameen, Plaintiff's Attorneys, 5th Floor, Fenton House, Fenton Road, Durban.

Case 51905/95

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

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **SITHEMBISO HOPEWILL NGCOBO**, First Defendant, **GUGU ANTONETTE NGCOBO**, Second Defendant

In pursuance of a judgment granted on 18 October 1995 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on **8th February 1996 at 10:00** in front of the Magistrate's Court, Somtseu Road, Durban:

Description: A unit consisting of:

(a) Section No. 2, as shown and more fully described on Sectional Plan No. SS.132/1983, in the scheme known as Imperial Mews in respect of the land and building or buildings situated at Isipingo, in the Local Authority Area of Isipingo of which the floor area, according to the said sectional plan is 73 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: 2 Imperial Mews, 8 Ramsunder Road, Isipingo, Natal.

Improvements: A unit in a brick under tile building, entrance, lounge, dining room, kitchen, 2 bedrooms, bathroom/wc: parking bay, garden.

Town planning zoning: General Residential.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.
- (b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, 101 Lejaton, 40 St George's Street, Durban and at the offices of David Gardyne & Partners, 8th Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 19th day of December 1995.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D. Gardyne/VL/GAL2493.)

Case No. 62687/95

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

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **WAYNE BRIAN RAMSDEN**, Defendant

In pursuance of a Judgment granted on the 15 November 1995 in the Court of the Magistrate, Durban, and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on **8th February 1996 at 10:00 a.m.** in front of the Magistrate's Court, North Facing Entrance, Somtseu Road, Durban:

Description: A certain piece of land being Sub 4 of Lot 1083 Wentworth, situated in the City of Durban, Administrative District of Natal, Province of Kwazulu-Natal, measuring 932 square metres.

Postal address: 259 Grey Park Road, Wentworth, Bluff, Durban, Natal.

Improvements: Brick under tile dwelling, 1 lounge, 1 dining room, kitchen, 3 bedrooms, toilet; bathroom/shower; Attached to main building double garage, laundry; one servant's quarters, toilet/shower; paving.

Town Planning Zoning: Special Residential 900: Minimum plot size 900 square metres.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.
- (b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent's creditor's claim) until the date of transfer, both days inclusive.
3. Transfer shall be effected by the Attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said Attorneys.

The full Conditions of Sale may be inspected at the office of the Sheriff for the Magistrate's Court, 101 Lejaton, 40 St George's Street, Durban Natal and at the offices of David Gardyne & Partners, 8th Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 21st day of December, 1996.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D. Gardyne/VL/GAL2556.)

Case No. 11861/95

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

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **MARGARET MAVIS BUSISIWE DINGILE**, Defendant

In pursuance of a Judgment granted on the 28th March 1995 in the Court of the Magistrate, Durban, and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on **6th February 1996 at 2:00 p.m.** on the Front Steps of the Magistrate's Court, Somtseu Road, Durban, Natal:

Description: A certain piece of land being Sub 323 of Lot 316 Duiker Fontein situated in the City of Durban, Administrative District of Natal, measuring 679 square metres.

Postal address: 74 Paruk Drive, Effingham Heights.

Improvements: Brick under tile dwelling, double storey: First Floor: Front: Verandah, Lounge, 3 Bedrooms, Kitchen, Bathroom/toilet. First Floor: Back: Lounge/kitchen, shower/toilet, 1 bedroom. Ground Floor: Front: Lounge, Kitchen, 2 bedrooms, Bathroom/toilet. Ground Floor: Back: Lounge, Kitchen, 2 bedrooms, shower/toilet.

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's creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the Attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said Attorneys.

The full Conditions of Sale may be inspected at the office of the Sheriff for the Magistrate's Court, 15 Milne Street, Durban and at the offices of David Gardyne & Partners, 8th Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 19th day of December, 1995.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D. Gardyne/VL/GAL2364.)

Case No. 367/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA BANK LIMITED**, No. 86/04794/06, Plaintiff, and **MRS NTOMBIZODWA IDAH BLOSE**, Defendant

In execution of a Judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division on the 22 March 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Inanda Area 2 at the front entrance of the Magistrate's Court, Moss Street, Verulam at **9:00 on Monday, the 5th February 1996** on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, namely:

Sub 135 of Lot 446 Zeekoe Valleï, situated in the City of Durban, Administrative District of Natal, in extent 511 (five hundred and eleven) square metres; which property is physically situated at 5 Cracker Close, Newlands East, 4035, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer no. T14634/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge/diningroom, kitchen, 2 bedrooms, shower/toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,25% (sixteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 7 December 1995.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. (Docex. 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/60/Mrs Chetty.)

Case No. 22951/95

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

In the matter between **PMBURG-MSUNDUZI TRANSITIONAL LOCAL COUNCIL**, Execution Creditor, and **ROBERT ALLAN HANAFEY**, Execution Debtor

In pursuance of a Judgment in the Court of the Magistrate of Pietermaritzburg and a warrant of execution numbered 22951/95 issued thereon, dated 04th of October 1995 the immovable property listed hereunder will be sold in execution on the **9th of February 1996 at 11:00 am** at 277 Berg Street, Pietermaritzburg, to the highest bidder, subject to the conditions, which will be read out by the Auctioneer at the sale namely:

Sub 10. (of 1) of Lot 3092, Pietermaritzburg, situated in Pietermaritzburg-Msunduzi Transitional Local Council Area Administrative District of Natal Province of KwaZulu/Natal in extent 1 571 (one thousand five hundred and seventy-one) square metres.

The following information is furnished but not guaranteed:

1. The property is a residential property.
2. The property is situated at 359 Chasevalley Road, Pietermaritzburg.
3. The area of the land is 1 571 metres squared.
4. The buildings on site consist of a lounge, dining room, 3 bedrooms, study, 2 bathrooms (MES) and a kitchen with an extent of 126 square metres.
5. The property is developed with a dwelling of brick under tile.
6. The detailed conditions of sale in respect of the above property may be inspected at the offices of the Sheriff of the Magistrate's Court.

Dated at Pietermaritzburg on this 2nd day of January 1996.

B. J. Wilkes, for Bale Buchanan, Plaintiff's Attorneys, 131 Pietermaritz Street, Pietermaritzburg.

Case No. 3059/1995

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **Chuanming Zhao**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Natal Provincial Division, on Wednesday the 29th November 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Pietermaritzburg on the steps of her office on Friday, **2nd of February 1996 at 09:00** on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at her office at No. 6, The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg KwaZulu/Natal, namely:

Sub 14 of Lot 542, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent one thousand seven hundred and forty-six (1 746) square metres, which property is physically situated at 24 John Barker Avenue, Pietermaritzburg, KwaZulu/Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer No. T19849/94.

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, diningroom, three bedrooms, kitchen, bathroom, separate shower, separate toilet and a stoep. There is a pool and an outbuilding which consists of a double garage, servant's quarters, toilet, laundry, and storeroom.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

- a) Ten percent 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 22nd day of December 1995.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case No. 226/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **THE STANDARD BANK OF SA LIMITED**, Plaintiff, and **JABULANI PATRICK MAHAYE**, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on the **8th February 1996 at 11:00** at the front steps of the Magistrate's Court, Union Street, Empangeni:

1. (a) *Deeds office description:* Ownership Unit No. B175, situated in the Township of Ngwelezane, District Enseleni, in extent 432 (four hundred and thirty-two) square metres.

1. (b) *Property description (not warranted to be correct)*: Single storey dwelling comprising of three bedrooms, lounge, diningroom, kitchen, three toilets and bathroom, one garage. The property is fully electrified and is fully fenced. The property is zoned residential.

2. The conditions of sale may be inspected at the Sheriff's Office, Old Mill Way, Empangeni.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Ref. Mr de Ridder/aeh/2/94 (05/G579/02).]

Case No. 6397/95

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 **RUSSEL THOBANI KHUZWAYO**, First Defendant, **HLOLISILE PRAXEDIS KHUZWAYO**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, at **10:00** on Friday the **2nd February, 1996**:

Description: Sub 2 of Lot 966, Kingsburgh, situated in the Borough of Kingsburgh and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 140 (one thousand one hundred and forty) square metres, held under Deed of Transfer No. T32529/92; physical address 10 Goodhope Way, Illovo Glen, Kingsburgh, Natal, zoning Special Residential.

The property consists of the following: Brick under tile rood dwelling comprising 2 bedrooms, 1 toilet (tiled floor), 1 bathroom with bath/basin/toilet (tiled floor), lounge and diningroom (tiled floor), kitchen with fitted cupboards (tiled floor), 1 laundry. There are no outbuildings. Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 13th day of December, 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.9282/mvr.)

Case No. 4109/95

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 **ERNEST ALAN THOMPSON**, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, at **10:00** on Friday the **2nd February 1996**:

Description: Lot 322, Coedmore, situated in the Yellowwood Park Health Committee Area, Administrative District of Natal, in extent 1 012 (one thousand and twelve) square metres, held under Deed of Transfer T855/1977, physical address 25 Coedmore Avenue, Yellowwood Park, Durban, Natal, zoning Special Residential.

The property consists of the following: One single storey brick under tile roof consisting of: 1 × entrance verandah, 1 × lounge, 1 × diningroom, 1 × family room, 1 × kitchen, 3 × bedrooms, 1 × bathroom/wc/shower, 1 × toilet. Outbuildings consists of: 1 × garage, 1 × toilet with shower, 1 × servants quarters, 1 × swimming pool. The property is fenced. 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 South, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 12th day of December 1995.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mr J. C. Jones/cd/notice.thompson.)

Case No. 6434/1995

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **FIRST NATIONAL BANK LIMITED**, Plaintiff, and **SIZWE DANIEL NZIMANDE**, Defendant

In pursuance of a judgment granted on the 7th day of November 1995 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on the **15th day of February 1996 at 11:00** at the Magistrate's Court, Empangeni:

1. (a) Deeds office description: (i) Section No. 11 as shown and more fully described on Sectional Plan No. SS4/87, in the scheme known as Kabeljoukade in respect of the land and building or buildings situated at Richards Bay, Local Authority of Richards Bay of which the floor area, according to the said sectional plan, is 111 (one hundred and eleven) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan. Held under Deed of Transfer No. ST 15283/94.

(ii) Section No. 45 as shown and more fully described on Sectional Plan No. SS4/87, in the scheme known as Kabeljoukade in respect of the land and building or buildings situated at Richards Bay, Local Authority of Richards Bay of which the floor area, according to the said sectional plan, is 21 (twenty 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 No. ST 15283/94.

(iii) Section No. 46 as shown and more fully described on Sectional Plan No. SS4/87, in the scheme known as Kabeljoukade in respect of the land and building or buildings situated at Richards Bay, Local Authority of Richards Bay of which the floor area, according to the said sectional plan, is 2 (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 No. ST 15283/94.

1. (b) Street address: 62 Dune Sands, Kabeljoukade, Meerensee, Richards Bay.

1. (c) Property description (not warranted to be correct): 2 × bedrooms, 1 × toilet with bath, 1 × lounge, 1 × kitchen, roof with tiles, electricity.

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 office of the Sheriff of the Magistrate's Court, old Sugar Mill, Empangeni, and at the office of Schreiber Smith, Suite 1, Richards Park Building, Richards Bay.

4. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 14th day of December 1995.

Schreiber Smith, Suite 1, Richards Park Building, P.O. Box 1327, Richards Bay, 3900; C/o Schreiber Smith, Yellowwood Lodge, Norman Tedder Lane, P.O. Box 175, Empangeni, 3880. Ref. Mrs Clarke/10/F2225/95.

Case No. 2019/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED**, Plaintiff, and **SIGUHLUZA JOHANNES NGCOBO**, Defendant

In execution of a judgment of the Supreme Court of South Africa, Natal Provincial Division, the following immovable property belonging to the abovenamed Defendant, will be sold in execution on the **9th day of February 1996 at 9:30** at the Sheriff's Office, No. 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu-Natal to the highest bidder for cash, without reserve:

Ownership Unit No. 3537, Imbali II, in the Township of Edendale, District of Pietermaritzburg, Natal, in extent of 358 (three hundred and fifty-eight) square metres, represented and described on Deed of Grant No. 13555.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit No. 3537, Imbali I, in the Township of Edendale, District of Pietermaritzburg, Natal.

2. The property has been improved by the construction thereon of a dwelling.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu-Natal during normal office hours.

Dated at Pietermaritzburg this 15th day of December 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref: PRJD/myb/42/K0099/B3.)

Case No. 10485/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED**, Plaintiff, and **SUNDARAM GOVENDER**, Defendant

In pursuance of a judgment granted on the 2nd November 1994 in the Court of the Magistrate, Verulam, and under a Writ of Execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on the **9 February 1996 at 10:00** or so soon thereafter as possible at the front entrance to the Magistrate's Court Building, at Couper Street, Stanger:

Description: Sub 81 (of 32) of the farm Drie Fonteynen 1127, situated in the administrative district of Natal, Province of KwaZulu/Natal, in extent four comma eight five six two (4,8562) hectares.

Postal Address: C/o R. K. Timal Farm, P.O. Box 2248, Verulam.

Improvements: 4 Asbestos and corrugated rooms, sugar-cane, a sugar-cane loading zone known as Bala's Loading Zone with weigh-bridge.

Town Planning Zoning: Agricultural land.

Special Privileges: Nil.

Nothing is guaranteed in the above respects.

1. The Purchaser shall pay a deposit of 10% of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's Attorneys to be furnished to the Sheriff of the Court or the Auctioneer within fourteen (14) days after the sale.

2. The Purchaser shall be liable for payment of interest at a rate of 21,25% per annum calculated and capitalized monthly in advance to the Judgment Creditor and to the bondholder/s (if any) at the applicable rate on the respective amounts of the awards to the execution creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be affected by the Attorneys for the Execution Creditor and the Purchaser shall pay all transfer dues, current rates and other necessary charges to effect transfer, upon request by the said Attorneys.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the offices of the Sheriff for the Lower Tugela, Stanger, at 116 Couper Street, Stanger, or at our office at First Floor, 3337 Main Road, Tongaat.

Dated at Tongaat on this 4th day of December 1995

Messrs Krish Naidoo, Haricharan and Company, Plaintiff's Attorney, First Floor, 337 Main Road, Tongaat; c/o Suite 1, Madressa Mall, 81 Wick Street, Verulam. (Ref: RG/MR Rampersad/RM/ S2093.)

Case No. 575/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED**, Plaintiff, and
ALEXANDER JOHN DAVIDSON, Defendant

In execution of a judgment of the Supreme Court of South Africa, Natal Provincial Division, the following immovable property belonging to the abovenamed Defendant, will be sold in execution on the **9th day of February 1996 at 10:00** at the Sheriff's Office, No 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu/Natal, to the highest bidder for cash, without reserve:

Remainder of Lot 476 Hilton, situated in the Hilton Town Board Area, Administrative District of Natal, in extent 2 384 (two thousand three hundred and eighty-four) square metres, held under Deed of Transfer No. T25656/93.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 49 Hilton Avenue, Hilton, KwaZulu/Natal.

2. The property has been improved by the construction thereon of a dwelling comprising of entrance hall, lounge/dining room, study, kitchen, linen room, pantry, four bedrooms, two bathrooms and a storeroom.

The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu/Natal, during normal office hours.

Dated at Pietermaritzburg this 21st day of December 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref: PRJD/vmh/myb/lcb/45/S0247/B5.)

Case No. 2839/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED**, Plaintiff, and
DOUGLAS ROSS NAPIER, Defendant

In execution of a judgment of the Supreme Court of South Africa, Natal Provincial Division, the following immovable property belonging to the abovenamed Defendant, will be sold in execution on the **8th day of February 1996 at 11:00** at the Front Steps of the Magistrate's Office, Empangeni, KwaZulu-Natal to the highest bidder for cash, without reserve:

Lot 2261 Empangeni (Extension No. 22), situated in the Borough of Empangeni, Administrative District of Natal, in extent 944 (nine hundred and forty-four) square metres, held under Deed of Transfer No. T28127/93;

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 20 Willow Way, Empangeni, KwaZulu-Natal.

2. The property has been improved by the construction thereon of a dwelling comprising of an entrance hall, lounge, diningroom, family room, study, kitchen, laundry, 3 bedrooms, 1 bathroom with shower, bathroom with toilet, 2 garages and servants' quarters with shower and toilet.

3. The conditions of sale may be inspected at the aforesaid of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu-Natal, during normal office hours.

Dated at Pietermaritzburg this 18th day of December 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref: PRJD/vmh/myb/45/S0324/B5.)

Case No. 5597/95

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 **SIDNEY ROLAND TRICKETT N.O.**, First Defendant, **PENDRE FELICIA TRICKETT N.O.**, Second Defendant, **SIDNEY ROLAND TRICKETT**, Third Defendant, **PENDRE FELICIA TRICKETT**, 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 without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, at **10:00 on Friday, the 2nd February, 1996:**

Description: Lot 1741, Westville, situated in the Borough of Westville, Administrative District of Natal, in extent 2 738 (two thousand seven hundred and thirty-eight) square metres, held under Deed of Transfer No. T30863/92.

Physical address: 1 Stiebel Place, Westville, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising an entrance hall, 1 lounge, 1 diningroom, 1 family room, 1 study, 1 kitchen, 1 laundry, 1 pantry, 4 bedrooms, 2 bathrooms, 1 bathroom/toilet, 1 shower/toilet.

The outbuildings comprise 3 garages, 2 servant's rooms, 1 toilet.

There is also a concrete swimming pool.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. The property is currently leased subject to a lease agreement entered into between The Rhett Johnson Trickett Trust and Tetrapak S.A. to Tetrapack S.A. which lease is due to terminate on the last day of December, 1997. It is recorded herein that the property will first be put up to auction subject to the terms and conditions of this lease and if the property does not realise sufficient to cover the preferent creditors' claims, will immediately be put up to auction without being subject to the terms and conditions of the lease. A copy of the said lease is in the possession of the Sheriff, Pinetown.

4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

5. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, No. 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 5th day of December, 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.8885/mvr.)

Case No. 36416/95

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

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED**, Plaintiff, and **PETRUS JOHANNES HERKLAS VAN DER WALT**, Defendant

1. The following property shall be sold by the Sheriff of the Magistrate's Court, Durban South, on the **8th day of February 1996 at 10:00 o'clock** at the front of the Magistrate's Court Building, Somtseu Road entrance, Durban, to the highest bidder without reserve (save that the conclusion of the sale will be subject to the rights of the Preferent Creditor, Transnet Limited c/o Mr Posthumus, Room 2130, 21st Floor, 477 Smith Street, Durban, in terms of Section 66 (2) of Act No. 32/1944 with regards to its Mortgage Bonds B50485/1993 and B42289/1994 passed in the sums of R127 700,00 and R16 700,00 respectively, plus interest thereon):

Lot 1853, Kingsburgh (Extension No. 9) situated in the Borough of Kingsburgh and in the Port Natal Ebhodwe Joint Services Board Area Administrative District of Natal, Province of KwaZulu/Natal in extent 1 766 square metres held by Defendant under Deed of Transfer T34473/93 and which property comprises a residential dwelling situated at 5 Longacres Drive, Shulton Park, Amanzimtoti.

2. **Improvements and zoning** (which are not warranted to be correct and in respect of which the sale is voetstoots):

2.1 The property is zoned Special Residential.

2.2 The following improvements have been made to the property: A single storey dwelling plastered brick under tile roof which includes a double garage and a swimming pool.

3. **Terms:**

3.1 The sale is voetstoots and no special terms or exemptions other than those stated are believed to exist.

3.2 The sale shall be subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, and to the rules of Court.

3.3 The successful bidder is required to pay 10% of the purchase price plus the Sheriff's charges being 5% of the first R20 000,00 and thereafter 3% on the balance of the price (with a minimum of R200,00 and a maximum of R6 000,00) (plus VAT payable thereon); which are required to be paid in cash or by bank or bank guaranteed cheque acceptable to the Sheriff on conclusion of the bidding.

3.4 The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court Durban South 101, Lejaton Building, 40 St George's Street, Durban, and at the offices of the Plaintiff attorneys referred to below and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 12th day of December 1995.

J. M. Kock, for John Kock & Company, Plaintiff's Attorneys, Suite 709, 7th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F1693/D6.)

Case No. 5439/95

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 SAGAREN NAIDOO**, 1st Defendant, **MRS CHERYL VIMLA NAIDOO**, 2nd Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division, on the 26 October 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Pinetown, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, at 10:00 on Friday, the 2nd February 1996 on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 62 Caversham Road, Pinetown, 3610, namely:

Lot 2508, Queensburgh (Ext 2), situated in the Borough of Queensburgh, Administrative District of Natal, Province of Kwazulu-Natal, in extent 3 006 (three thousand and six) square metres, which property is physically situated at 44 Theron Terrace, Queensburgh, 4093, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer No. T15650/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of: entrance hall, lounge, diningroom, kitchen, laundry, familyroom, 2 x bathroom/toilet, 3 bedrooms, attached outside toilet. *Outbuildings:* Double garage, staffroom, swimming pool.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 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.

Dated at Durban this 1 December 1995.

Browne Brodie & Co, Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; PO Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref: CMK/U072/021090/Mrs Chelin.)

Case No. 5987/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **SOLOMON DUMISANI ZULU**, Defendant

In pursuance of a judgment granted on the 23rd October 1995 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on the 8th day of February 1996 at 11:00 at the Magistrate's Court, Empangeni:

1. (a) *Deeds Office Description:* Ownership Unit No. B322, situated in the Township of Ngwelezana, District of Enseleni, measuring in extent 375 (three hundred and seventy-five) square metres.

1. (b) *Street Address:* B 322, Ngwelezane.

1. (c) *Improvements* (not warranted to be correct). A single storey tile roof dwelling consisting of three bedrooms, one bathroom, a kitchen, lounge, dining room and one garage.

1. (d) *Zoning/Special Privileges or Exemptions:* Special Residential Zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Old Sugar Mill, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 4th day of January 1996.

Schreiber Smith Attorneys, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Mr Rohrs/kr/09/N9088/95.)

Case No. 6059/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **MICHAEL BONGANI NYEMBE**, First Defendant, and
ELIZABETH NOMPUMELLELO NYEMBE, Second Defendant

In pursuance of a Judgment of the above Honourable Court dated 15 November 1995 a Sale in Execution will be held on Friday, **9th February 1996 at 10:00** on the steps of the Supreme Court, Masonic Grove, Durban, when the following property will be sold by the Sheriff of the Supreme Court for Durban North to the highest bidder:

Sub 3 of Lot 4536, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, in extent 1 070 (one thousand and seventy) square metres; with the postal and street address of 15 Varsity Drive, Reservoir Hills.

Improvements: (The following information is furnished but nothing is guaranteed in this regard): The property consists of a split level brick/plaster dwelling under tile roof comprising of 1 verandah, lounge, diningroom, 3 bedrooms with main en suite, toilet and bathroom, kitchen, laundry and carport/patio.

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% of the purchase price in cash at the time of the sale.
3. The Purchaser shall pay Auctioneer's charges immediately on the day of the sale and in addition, transfer dues, costs of transfer and arrear rates, levies, taxes and other charges necessary to effect Transfer on request by De Villiers Evans and Petit, the Attorneys for the Execution Creditor.
4. The full Conditions of Sale may be inspected at the offices of the Sheriff of the Supreme Court for Durban North, 15 Milne Street, Durban and interested parties are asked to contact the execution Creditor who may be prepared to grant loan facilities to an approved Purchaser.

Dated at Durban this 18th day of December 1995.

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N535.3887/95.)

Case No. 74494/94

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

In the matter between **SHAUN STAFFORD BROOKS**, Judgment Creditor, and **MERRIEVALE SHARE BLOCK (PTY) LTD**,
Judgment Debtor

In pursuance of judgment granted on the 20 December 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 the **8 February 1996 at 14:00** at Magistrate's Court-House, Somtseu Road, Durban to the highest bidder:

Description:

1. (a) Section No. 1, as shown and more fully described in Sectional Plan No. SS211/1993 in the scheme known as Merrievale, in respect of the land and building or buildings, situated in the City of Durban, Administrative District of Natal, Province of Kwa-Zulu/Natal, of which section the floor area according to the Section Plan is 57 (fifty-seven) square metres in extent, and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; by virtue of Deed of Transfer No. ST 8918/93.

2. An exclusive use area described as Garden 1 measuring 52 (fifty-two) square metres being as such part of the common property, comprising the land and the scheme known as Merrievale in respect of the land and buildings situate at Merrievale, in the City of Durban, as shown and more fully described on Sectional Plan No. SS 211/1993 held under Notarial Deed of Cession No. SK 1530/1993S.

Physical address: 1 Merrievale, 25 Toledo Avenue, Glenwood, Durban.

Improvements: 1 1/2 bedroom, lounge, combined toilet and bathroom, kitchen, small garden.

1. The sale shall be subject to the terms and conditions of the Magistrate's Courts Act and the rules made thereunder.
2. The Purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, that 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, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 5 January 1996.

A. C. MacKinnon, for Browne Brodie & Company, Plaintiff's Attorneys, 12 Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-3541.] (Ref. ACM/cb/013197.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **SYFRETS BANK LIMITED**, Plaintiff, and **DEREK SANSBURY N.O.**, First Defendant, and **RAJENDRA-PERSADH MAHARAJ N.O.**, Second Defendant, and **BHALCHUNDER HARRY MAHARAJ**, Third Defendant, and **E.D.C. HOUSE CC**, Fourth Defendant, and **EXQUISITE HOUSE CC**, Fifth Defendant

In pursuance of a judgment in the Supreme Court of South Africa, Durban and Coast Local Division, dated 6 September 1995, and a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on **9 February 1996 at 10:00**, at the front entrance of the Supreme Court, Durban, to the highest bidder:

Property Description:

1. Sub 4 of Lot 10741 Durban, situated in the City of Durban, Administrative District of Natal, measuring 394 (three hundred and ninety four) square metres;
2. Sub 1 of Lot 10741 Durban, situated in the City of Durban, Administrative District of Natal, measuring 98 (ninety-eight) square metres;
3. Sub 2 of Lot 10741 Durban, situated in the City of Durban, Administrative District of Natal, measuring 98 (ninety-eight) square metres;
4. Sub 3 of Lot 10741 Durban, situated in the City of Durban, Administrative District of Natal, measuring 88 (eighty-eight) square metres;
5. Sub 5 of Lot 10741 Durban, situated in the City of Durban, Administrative District of Natal, measuring 88 (eighty-eight) square metres;
6. Sub 6 of Lot 10741 Durban, situated in the City of Durban, Administrative District of Natal, measuring 114 (one hundred and fourteen) square metres;
7. Sub 7 of Lot 10741 Durban, situated in the City of Durban, Administrative District of Natal, measuring 114 (one hundred and fourteen) square metres;
8. Sub 8 of Lot 10741 Durban, situated in the City of Durban, Administrative District of Natal, measuring 114 (one hundred and fourteen) square metres;
9. Sub 9 of Lot 10741 Durban, situated in the City of Durban, Administrative District of Natal, measuring 130 (one hundred and thirty) square metres;
10. Rem of Lot 10741 Durban, situated in the City of Durban, Administrative District of Natal, measuring 243 (two hundred and forty three) square metres.

Improvements: The property has been improved by the erection of a one star hotel, known as the St Georges Hotel and comprising of lounge, reception, office, bar, pool room, night club and ladies bar, kitchen, storerooms, 14 rooms with bath, 2 rooms with shower and 7 rooms using communal toilets. The outbuildings comprise of store rooms and staff quarters.

Street address: 14 St Georges Street, Durban.

Town Planning Zoning: General Business.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. 10% of the purchase price is to be paid in cash on the day of the sale together with the auctioneer's charges.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys and to be furnished within fourteen days after the date of sale.
4. The purchaser shall be liable for payment of interest at the rate of 22.5% per annum on the purchase price to the Plaintiff from the date of sale to the date of registration of transfer.
5. Transfer shall be effected by the Attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, levies, sewerage connection fees (if any) taxes and other charges necessary to effect transfer on request by the said Attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban, and at the offices of the Execution Creditor's Attorneys.
7. Prospective purchasers are advised to inspect the property prior to the sale.

Dated at Durban on this 9th day of January 1996.

Cox Yeats, Execution Creditor's Attorneys, 13th Floor, Victoria Main, 71 Victoria Embankment, Durban. (Ref. M. Jackson/17S517069.)

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **DOUGLAS GORDON BELL N.O.**, Plaintiff, and **PRUSHOTHMAN GOVINDRAJ GOVENDER**, 1st Defendant, and **SURAYA GOVENDER**, 2nd Defendant, and **K & S PLASTICS CC**, 3rd Defendant, and **T P CLOTHING COMPONENTS MANUFACTURERS CC**, 4th Defendant, and **KANDACE PLATING SPECIALISTS CC**, 5th Defendant

In the execution of a judgment granted in the abovementioned suit, the following property will be sold by the Sheriff of the Supreme Court, Pinetown, on **9 February 1996 at 10:00** at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on conditions to be read out by the Sheriff prior to the sale and which conditions may be inspected at the office of the Sheriff at No 2, Samkit Centre, 62 Cavansham Road, Pinetown:

Description: Sub 3 of Lot 3523 Queensburgh (Extension No. 20) situated in the Borough of Queensburgh, Administrative District of Natal, in extent One Thousand Eight Hundred and Ten (1 810) square metres, situated at 3 Bauman Road, Queensburgh.

Improvements: Factory with double storey ablution and office extension and open and walled yard area.

The double storey ablution and office extension has on its ground floor, male and female ablutions, 5 wc's, 4 wash hand basins, 4 showers and 2 urinals. There are also 2 storerooms, a dye room and a staff kitchen.

The first floor office accommodation has 2 executive offices, one with en-suite wc and washbasin, reception area, 3 single offices, secretary's office and male and female toilets.

Town Planning Zoning: Light industrial with development constraints.

Terms: Ten per cent of the purchase price, in cash, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorneys and to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Dated at Durban this 10 day of January 1996.

Cox Yeats, Plaintiff's Attorneys, 12th Floor, Victoria Maine, 71 Victoria Embankment, Durban; P.O. Box 3032, Durban, 4000. [Tel. (031) 304-2851.] (Ref. Mr C. Brennan/gg.)

Case No. 45567/94

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

In the matter between **RYDAL MOUNT BODY CORPORATE**, Execution Creditor, and **SEAN DONAVAN CHAMBERS**, Execution Debtor

In pursuance of a judgment granted in the Magistrate's Court for the District of Durban and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday the **8th day of February 1996 at 14:00** at the front entrance of the Magistrate Court.

The said immovable property will be sold by Public Auction 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 of the Magistrate Court prior to the sale:

Description:

(a) Section No. 34 as shown and more fully described on Sectional Plan No. SS 179/91 in the scheme known as Rydal Mount in respect of the land and building or buildings situate at Durban of which section the floor area according to the said sectional plan is 42 (forty two) square metres in extent;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Street Address: 405 Rydal Mount, 130 Gillespie Street, Durban. Held by the Defendant in his name under Deed of Sectional Transfer No. ST 2586/1994.

Improvements (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots"): A bachelor flat consisting of an entrance space, open plan diningroom lounge and sleeping recess and kitchen and bathroom/toilet.

Nothing is guaranteed in the above respects.

Terms:

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% of the purchase price and the auctioneer's commission in cash immediately after the sale. The balance of the purchase price shall be paid against transfer and shall be secured by a bank or building society or other acceptable guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff of the Court, Durban Central within fourteen (14) days after the date of sale.

(b) The Purchaser shall be liable for payment of interest at the rate of 15,5% per annum to the Execution Creditor on the amount of the award to the Execution Creditor in the plan of distribution, and payment of any interest due to a preferent creditor on the amount of the award to the preferent creditor in the plan of distribution, from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys for the Execution creditor and the purchaser shall pay all transfer dues, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

4. Prospective purchasers are advised to inspect the property before the proposed sale date at the offices of the Sheriff, Durban Central.

Dated at Durban on this 10th day of January 1996.

Cox Yeats, Execution Creditor's Attorneys, 12th and 13th Floors, Victoria Maine, 71 Victoria Embankment, Durban, 4001.

Case No. 9879/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED**, Judgment Creditor, and
BHEKINHLANHLA CIJA BUTHELEZI, Judgment Debtor

In pursuance of judgment granted on the 17 November 1995, in the Verulam Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on the **9 February 1996 at 10:00 am** at the front entrance to the Magistrate's Court Building, Moss Street, Verulam to the highest bidder:

Description: Ownership Unit No. J858, Township of kwaMashu, District of Ntuzuma in extent two hundred and sixty four (264 square metres) square metres.

Postal Address: J858 kwaMashu.

Improvements: Block under asbestos dwelling consisting of 1 bedroom, 1 kitchen, toilet with shower outside, water and lights, wire fencing.

Held by the Defendant in his name under Deed of Grant No. G308/36.

Nothing above is guaranteed. Vacant possession is not guaranteed.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The Purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the Purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The Purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be effect by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, cnr Inanda & Jacaranda Road, Verulam.

Dated at Umhlanga Rocks this 5 January 1996.

P. A. Jenkins, for Gavin Gow, Jenkins & Pearse, Plaintiff's Attorneys, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks, 4320, P.O. Box 610, Umhlanga Rocks, 4320. [Tel. (031) 561-1011.]

Case No. 11032/93

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **T. A. MLOTSHWA**, Defendant

In pursuance of Judgment in the above action immovable property listed hereunder will be Sold voetstoots in Execution on the **9th day of February 1996**, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown, at **10:00:**

Description: Unit D 569, in extent 303 square metres, situate in the Township of kwaDabeka, in the District of Pinetown, represented and described on General Plan No. 358/1984, held by Deed of Grant No. G 4956/86.

Physical address: Unit D 569 kwaDabeka Township.

Improvements: Single storey, fibre glass dwelling under tile - 2 bedrooms, unfitted bathroom, kitchen, lounge, outside toilet.

1. The Purchaser shall pay 10% of the relevant purchase price at the time of the Sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.
2. The full conditions may be inspected at the office of the Sheriff Pinetown or at Dickinson & Theunissen.

Dickinson & Theunissen, Plaintiff's Attorneys, 2nd Floor, Permanent Building, Chapel Street, Pinetown.

Case No. 11562/90

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

In the matter between **NEDPERM BANK LIMITED**, Plaintiff, and **P. S. PHUNGULA**, Defendant

In pursuance of Judgment in the above action immovable property listed hereunder will be sold voetstoots in Execution on the **9th day of February 1996**, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown, at **10:00:**

Description: Unit No. D381, in the Township of Kwadabeka, District Pinetown, in extent of 300 square metres, represented and described on General Plan No. 328/1984, held by Deed of Grant No. G5886/87.

Physical address: Unit D 381, Kwadabeka Township.

Improvements: Single storey, fibre glass dwelling under tile — 2 bedrooms, shower and toilet, kitchen, lounge.

1. The purchaser shall pay 10% of the relevant purchase price at the time of the Sale, the balance against transfer to be secured by an acceptable Bank or Building Society Guarantee to be furnished within fourteen (14) days after date of sale.
2. The full Conditions may be inspected at the office of the Sheriff Pinetown or at Dickinson & Theunissen.

Dickinson & Theunissen, Plaintiff's Attorneys, 2nd Floor, Permanent Building, Chapel Street, Pinetown.

Case No. 8592/88

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

In the matter between **SA PERMANENT BUILDING SOCIETY**, normally known as NEDCOR BANK LTD, Plaintiff, and **A. NGIDI**, Defendant

In pursuance of Judgment in the above action immovable property listed hereunder will be sold voetstoots in Execution on the **9th day of February 1996**, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown, at **10:00**:

Description: Unit No. D305, in the Township of Kwadabeka, District Pinetown, in extent of 307 square metres, represented and described on General Plan No. 328/1984, held by Deed of Grant No. G7810/87.

Physical address: Unit D 305, Kwadabeka Township.

Improvements: Single storey, fibre glass dwelling under tile — 2 bedrooms, unfitted bathroom, kitchen, lounge, outside toilet.

1. The purchaser shall pay 10% of the relevant purchase price at the time of the Sale, the balance against transfer to be secured by an acceptable Bank or Building Society Guarantee to be furnished within fourteen (14) days after date of sale.

2. The full Conditions may be inspected at the office of the Sheriff Pinetown or at Dickinson & Theunissen.

Dickinson & Theunissen, Plaintiff's Attorneys, 2nd Floor, Permanent Building, Chapel Street, Pinetown.

Case No. 771/95

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 **DAVENPORT ROAD PROPERTY TRUST**, First Defendant, **RAJENDARAN NARAINSAMY NAIDOO**, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under Writ of Execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, at **10:00 on Friday the 2nd February 1996**:

Description: Section No. 2 as shown and more fully described on Sectional Plan No. SS43/94 in the scheme known as "Arlina Court" in respect of the land and building or buildings situated at Lot 6692 Durban, City of Durban, Administrative District of Natal, of which the floor area, according to the said Sectional Plan is 105 (one hundred and five) 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 section plan, held under Deed of Transfer No. ST 4692/94.

Physical address: 13A Arlina Court, 13-21 Davenport Road, Glenwood, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: A Single Storey Flat consisting of 1 x Entrance hall, 1 x Lounge, 2 x Bedroom, 1 x W/c, 1 x Kitchen, 2 x Enclosed Verandahs, 1 x Shower, 2 x Open Parking Bays.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the Rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban, Natal.

Dated at Durban this 10th day of January 1996.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. J. C. Jones/cd/notice.dav.)

Case No. 50319/95

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

In the matter between **BODY CORPORATE OF MILAND COURT**, Plaintiff, and **Y. M. VAN DEN BERG**, Defendant

In pursuance of Judgment granted on 31st August 1995, the immovable property hereunder will be sold in Execution on **8th February 1996 at 10:00**, in front of the Magistrate's Court, Somtseu Road, Durban:

Description: Section 40, in the Building Miland Court, Building No. 43/84, situated at Mayville Terrace, Amanzimtoti.

Postal address: 50 Miland Court, Mayville Terrace, Amanzimtoti. Held by the Defendant in her name under Deed of Transfer No. ST17494/1993.

Improvements: 1 flat consisting of: 1 and a half bedrooms; 1 lounge and diningroom combined; 1 kitchen; 1 toilet and bathroom.

Nothing is guaranteed in these respects and the property is sold voetstoots.

Material conditions:

1. The sale shall be subject to terms and conditions of the Magistrates' Courts Act and the Rules thereunder.
2. Purchaser shall pay 10% deposit of the purchase price in cash immediately after the sale, the balance against transfer to be secured by bank/building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to Sheriff within 14 (fourteen days) after date of sale.
3. Purchaser shall pay interest at the rate presently charged by the Bondholder Nedcor Bank from the date of sale to date of transfer.
4. The full conditions of sale may be inspected at the offices of the Sheriff, Durban South, or at the offices of Meumann & White.

Dated at Durban this 10 day of January 1996.

Meumann & White, Plaintiff's Attorneys, 4th Floor, Founders House, 15 Parry Road, Durban. (Ref. G. Pillay/vdg/026161.)

Case No. 4031/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA BANK LIMITED** No. 86/04794/06, t.a. **ALLIED BANK**, Plaintiff, and **THANDOKWAKHE ANDRIES SIBIYA**, 1st Defendant, and **GUGU PATRICIA SIBIYA**, 2nd Defendant

In pursuance of a Judgment granted on the 13th June 1995, in the Court of the Magistrate, Verulam, and under a Writ of Execution issued thereafter, the Immovable property listed hereunder shall be sold in execution to the highest bidder on the **9th February 1996 at 10:00 a.m.** at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

Description: Site No. A1438, situated in the Township of Inanda Newtown, situated in the District of Verulam, Administrative District of Natal, Province of Kwazulu-Natal, in extent 778 (seven hundred and seventy-eight) square metres.

Street address: A 1438 Inanda Newtown.

Improvements: Brick under tile dwelling comprising of: Lounge; kitchen; diningroom; 4 bedrooms with 2 en-suite; toilet with bathroom; water and light facilities (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% 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 sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The Purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor (Bondholder) then the interest payable upon such preferent creditors claim) until the date of transfer.

2.3 Transfer shall be effected by the Attorneys of the Plaintiff and the Purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said Attorneys.

The full Conditions of Sale may be inspected at the offices of the Sheriff for the Magistrate's Court Inanda Area 1, 2 Mountview Shopping Centre, Cnr. Inanda & Jacaranda Road, Verulam.

Dated at Durban this 9th day of January 1996.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. A0038/317/JR/cc.)

Case No. 7747/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **SYFRETS BANK LIMITED**, Plaintiff, and **HISUN CARRIERS CC**, First Defendant, **RITA SUMEER**, Second Defendant, **YEOSHAAN MAHABEER SINGH**, Third Defendant, **THILAGAVATHIE SINGH**, Fourth Defendant

In pursuance of a judgment granted on 2 October 1995 in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the movable property listed hereunder will be sold in execution on Friday, **9 February 1996 at 10:00 a.m.** at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Description: Lot 97, Phoenix Industrial Park, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 8 966 (eight thousand nine hundred and sixty-six) square metres, physical address 154 Abedare Drive, Phoenix Industrial Park, Phoenix, held under Deed of Transfer No. T 7263/1995.

Nothing above is guaranteed. Vacant possession is not guaranteed.

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 the purchase price in cash or by bank guarantee cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rates, taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda Road and Jacaranda Avenue, Mountview, Verulam.

Dated at Durban on this 5th day of January 1996.

Roger Knowles, Essack Incorporated, Attorneys for the Plaintiff, Locally represented by: Gavin Gow, Jenkins & Pearse, Suite 15, Chartwell Centre, Chartwell Drive, Umhlanga Rocks, 4320. (Ref: COLLS/CV/S1368.)

ORANGE FREE STATE ORANJE-VRYSTAAT

Saak No. 290/1994

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN FICKSBURG GEHOU TE FICKSBURG

In die saak tussen **KLEINSAKE ONTWIKKELINGSKORPORASIE BEPERK**, Eiser, en **FICKSBURG APTEEK (EDMS) BPK**, Eerste Vonnis skuldenaar, en **GUSTAVUS WILLEM ROUX**, Tweede Vonnis skuldenaar, en **WILHELMINA ELIZABETH ROUX**, Derde Vonnis skuldenaar

Ingevolge uitspraak van die Landdros van Ficksburg, en lasbrief tot geregtelike verkoping gedateer 6 Augustus 1995, sal die ondervermelde eiendom op **Vrydag, 9 Februarie 1996 om 10:00** te Voortrekkerstraat, Landdroskantoor, Ficksburg, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 396, geleë in die dorp en distrik van Ficksburg, groot 4 461 vierkante meter, gehou kragtens Titellakte 3490/1981.

Bestaande uit 'n woonhuis met 4 slaapkamers, 3 badkamers, 2 sitkamers, 1 eetkamer, 1 waskamer, 1 kombuis, 1 woonkamer, 2 motorhuise, 2 buitekamers, 'n swembad en 'n baie groot leefarea.

Die Koper moet afslaersgelde, BTW asook 10% van die koopprys in kontant betaal op die dag van die verkoping van die eiendom en moet vir die balans van die koopprys binne veertien (14) dae na die datum van die verkoping 'n goedgekeurde bank- of bouvereniging waarborg lewer.

Die voorwaardes van die verkoping mag gedurende kantoorure by die kantoor van die Balju van die Landdroshof Ficksburg te Ziehlstraat 21, Ficksburg nagesien word.

A. W. Jacobsz, Eiser se Prokureur, Grewars, Fonteinstraat 65, Ficksburg. (Verw. Jacobsz/rr/726.)

Saak No. 5369/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **BLOEMFONTEIN PLAASLIKE OORGANGSRAAD**, Eiser, en **DAVIS L C**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 11 September 1995, sal die volgende eiendom op **Vrydag, 9 Februarie 1996 om 10:00** by die Peetlaan Ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 2835, geleë in die stad en distrik Bloemfontein, groot 1 010 vierkante meter gehou kragtens Akte van Transportnommer 11211/1993 geregistreer op 9 Julie 1993. (Perseeladres Championsingel 3, Hilton, Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Woonhuis: bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer. Buitegeboue: Stoep, motorhuis, buitekamer.

Die verkoopsvoorwaardes lê ter insae by die kantoor van die Balju Landdroshof Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, te kantoorure.

Geteken te Bloemfontein hierdie 3de dag van Januarie 1996.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, 3de Vloer, Trustfontein gebou, St Andrewstraat 151; Posbus 260, Bloemfontein.

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **BLOEMFONTEIN PLAASLIKE OORGANGSRAAD**, Eiser, en **DADUDA M P**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein, en 'n lasbrief vir geregtelike verkoping gedateer 18 September 1995, sal die volgende eiendom op **Vrydag, 9 Februarie 1996 om 10:00** by die Peetlaan Ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 22820, geleë in die stad en distrik Bloemfontein, groot 741 vierkante meter gehou kragtens Akte van Transportnommer 10381/1994 geregistreer op 15 Julie 1994. (Perseeladres Bergbasstraat 11, Lourierpark, Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Woonhuis: bestaande uit twee slaapkamers, sitkamer, kombuis, badkamer met toilet.

Die verkoopsvoorwaardes lê ter insae by die kantoor van die Balju Landdroshof Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, te kantoorure.

Geteken te Bloemfontein hierdie 4de dag van Januarie 1996.

J. H. Truter, p.a. Naudes, Prokureur vir Eiser, 3de Vloer, Trustfonteingeboou, St Andrewstraat 151; Posbus 260, Bloemfontein.

Saaknommer 5843/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **BLOEMFONTEIN PLAASLIKE OORGANGSRAAD**, Eiser, en **MCKAY E J C**, Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n Lasbrief vir Geregtelike Verkoping gedateer 15 November 1995 sal die volgende eiendom op **Vrydag, 9 Februarie 1996 om 10:00** by die Peetlaan Ingang van die Landdroshof, Bloemfontein aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 12093 geleë in die stad en distrik Bloemfontein, groot 1 186 vierkante meter gehou kragtens Akte van Transportnommer 7142/94 geregistreer op 24 Mei 1994. (Perseeladres St Helenasingel 21 Uitsig Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Woonhuis bestaande uit 4 slaapkamers, 2 badkamers, sitkamer, kombuis, eetkamer, televisiekamer, studeerkamer, portaal, waskamer. Buitegeboue: Dubbel motorhuis, stoorkamer, bediendekamer met badkamer.

Die verkoopsvoorwaardes lê ter insae by die kantoor van die Balju Landdroshof Bloemfontein Oos Barnesstraat 5 Bloemfontein te kantoorure.

Geteken te Bloemfontein hierdie 3de dag van Januarie 1996.

J. H. Truter, p/a Naudes, Prokureur vir Eiser, 3de Vloer, Trustfonteingeboou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Case No. 1191/95

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

In the matter between **ABSA BANK LIMITED (ALLIED)**, Plaintiff, and **JODASE REUBEN RADEBE**, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 17 March 1995 and a Warrant of Execution, the following property will be sold in execution, without reserve subject to the provisions of Section 66(2) of the Magistrate's Courts Act, 1944 as amended, to the highest bidder at **11:00 on 23 February 1996** at the Magistrate's Court, Tulbach Street, Welkom, namely certain:

Certain Erf 11028 situated in Thabong, District Welkom; measuring 453 (four hundred and fifty-three) square metres; held by the Defendant by virtue of Certificate of Registered Grant of Leasehold No. TL626/1989; known as 11028 Thabong, District Welkom.

Improvements: Residential property with lounge, livingroom, diningroom, kitchen, 3 bedrooms, 1 bathroom, 1 toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrate's Court Act of 1944, as amended, and the Rules promulgated thereunder.

3. The property shall be sold "voetstoots" to the highest bidder.

4. The purchaser shall be liable for and shall pay to the plaintiff's conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant Section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the district of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 4th day of January 1996.

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9460. (Ref. Mr MC Louw/LVR/AL630.)

Case No. 1260/95

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

In the matter between **ABSA BANK LIMITED (ALLIED)**, Plaintiff, and **MOTSEI ELIAS MATLEBE**, First Defendant, and **ENEYA MIRRIAM MATLEBE**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 22 February 1995 and a Warrant of Execution, the following property will be sold in execution, without reserve subject to the provisions of Section 66(2) of the Magistrate's Courts Act, 1944 as amended, to the highest bidder at **11:00 on 23 February 1996** at the Magistrate's Court, Tulbach Street, Welkom, namely certain:

Certain Erf 11609 Thabong, District Welkom; measuring 503 (five hundred and three) square metres; held by the Defendants by virtue of Deed of Transfer No. TL10520/1991; known as 11609 Thabong, District Welkom.

Improvements: Residential property with lounge, diningroom, kitchen, 3 bedrooms, 1 bathroom, 1 toilet, 1 garage; (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrate's Court Act of 1944, as amended, and the Rules promulgated thereunder.

3. The property shall be sold "voetstoots" to the highest bidder.

4. The purchaser shall be liable for and shall pay to the plaintiff's conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant Section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the sheriff for the district of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the sheriff immediately prior to the sale.

Dated at Welkom on this 4th day of January 1996.

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9460. (Ref. Mr MC Louw/LVR/AL773.)

Case No. 3236/95

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

In the matter between **ABSA BANK LIMITED (ALLIED)**, Plaintiff, and **MATENE AARON NQAI**, First Defendant, and **MANTOA ANNA NQAI**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on **26 July 1995** and a Warrant of Execution, the following property will be sold in execution, without reserve subject to the provisions of section 66(2) of the Magistrates' Courts Act, 1944 as amended, to the highest bidder at **11:00 on 23 February 1996** at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely certain:

Certain Erf 11564, situated in the Township Thabong, District Welkom, measuring 355 square metres, held by the Defendants by virtue of Deed of Transfer Number TL9741/93 known as Erf 11564, Thabong, Welkom.

Improvements: Lounge, dining room, kitchen, 3 bedrooms, 1 bathroom with toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold "voetstoots" to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant Section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the sheriff for the district of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the sheriff immediately prior to the sale.

Dated at Welkom on this 4th day of January 1996.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. MC Louw/wh/AL803.)

Case No. 9416/93

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

In the matter between **ABSA BANK LIMITED (ALLIED)**, Plaintiff, and **BUTI SAMSON MOTIBE**, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 22 October 1993 and a Warrant of Execution, the following property will be sold in execution, without reserve subject to the provisions of section 66(2) of the Magistrates' Courts Act, 1944 as amended, to the highest bidder at 11:00 on 23 February 1996 at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely certain:

Certain Erf 11571, situated in the Township Thabong, District Welkom, measuring 355 square metres, held by the Defendant by virtue of Deed of Transfer Number TL222/1989 known as Erf 11571, Thabong, Welkom.

Improvements: Lounge, kitchen, 3 bedrooms, 1 bathroom with toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold "voetstoots" to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant Section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the sheriff for the district of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the sheriff immediately prior to the sale.

Dated at Welkom on this 5th day of January 1996.

M. C. Louw, for Daly & Neumann Inc., Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. MC Louw/wh/AL619.)

Saak Nr. 664/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BOTHAVILLE GEHOU TE BOTHAVILLE

In die saak tussen **DAVID RAMONTSENG**, Eiser, en **DANIEL MAHLATSI**, Verweerder

Kragtens 'n uitspraak in die Landdroshof van Bothaville en lasbrief vir eksekusie teen goedere uitgereik vir die bedrag van R4 036,39 plus rente en kostes, sal die volgende eiendom per openbare veiling aan die hoogste bieder verkoop word deur die Balju van die Landdroshof om 17:00 op 7 Februarie 1996 te die perseel van die Balju, Presidentstraat 90, Bothaville.

Inventaris: Erf 45, geleë te Kgotsong, Bothaville.

Verkoopsvoorwaardes:

(a) 'n Deposito van 10% sal met die toeslaan van die bod betaal word;

(b) Die balans sal binne 21 (een en twintig) dae daarna betaal word hetsy in kontant of by wyse van 'n bank gewaarborgde tjek of aanvaarbare waarborg.

(c) Rente teen 18,5% per jaar sal betaal word op die balans koopprijs vanaf 7 Februarie 1996 tot datum van betaling.

(d) Verdere voorwaardes lê vir inspeksie by die Balju en by G. J. Viljoen & Kie, Prellerstraat 23B, Bothaville.

Geteken te Bothaville op hierdie 15de dag van Desember 1995.

G. J. Viljoen, & Kie., Prokureur vir Eiser, Prellerstraat 23B, Posbus 8, Bothaville.

Case No. 8621/95

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

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **IZAIH MTYAWENTOMBI**, Defendant

In pursuance of judgment in the Court of the Welkom Magistrate's Court granted on 5 July 1995 and a Warrant of Execution, the following property will be sold in execution, without reserve subject to the provisions of Section 66 (2) of the Magistrates' Courts Act, 1944 as amended, to the highest bidder at **11:00 on 1 March 1996** at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely certain:

Certain Erf 11114, situated in the Township Thabong, District Welkom; measuring 316 (three hundred and sixteen) square metres; held by the Defendant by virtue of Certificate of Registered Grant of Leasehold No TL2134/1988; known as 11114 Thabong, District Welkom;

Improvements residential property with: Lounge, kitchen 3 bedrooms, 1 bathroom, 1 toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the Rules promulgated thereunder.

3. The property shall be sold "voetstoots" to the highest bidder.

4. The purchaser shall be liable for and shall pay to the plaintiff's conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant Section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the district of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 8th day of January 1996.

MC Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr MC Louw/LVR/UN255.)

Saak No. 15431/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **DIE STADSRAAD VAN DIE MUNISIPALITEIT VAN BLOEMFONTEIN** Eiser, en
ENGELBRECHT J A C & W J H, Verweerders

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n Lasbrief vir Geregte Verkoop gedateer 5 Oktober 1995 sal die volgende eiendom op Vrydag, **9 Februarie 1996 om 10:00** by die Peetlaan Ingang van die Landdroshof, Bloemfontein, aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 4354, geleë in die stad en distrik Bloemfontein, groot 1 086 vierkante meter gehou kragtens Akte van Transportnommer 19370/1993 geregistreer op 29 Oktober 1993. (Perseeladres Ryk Tulbachstraat 39, Noordhoek, Bloemfontein.)

Die volgende verbeterings is aangebring maar niks word gewaarborg nie: Woonhuis: Bestaande uit kombuis, eetkamer, sitkamer, waskamer, badkamer, vier slaapkamers. Buitegeboue: Motorhuis, stoep.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju Landdroshof Bloemfontein, Oos Barnesstraat 5, Bloemfontein, te kantoorure.

Geteken te Bloemfontein hierdie 5de dag van Januarie 1996.

J H Truter, p/a Naudes, Prokureur vir Eiser, 3de Vloer, Trustfonteingeboe, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak No. 16239/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **FIDELITY BANK**, Vonnisskuldeiser, en **CHRISTOFFEL PHILLIPUS HENDRIKZ**, 1ste Vonnisskuldenaar,
HENDRINA CHRISTINA HENDRIKZ, 2de Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op die 13 Desember 1995, in die Welkom Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op **23 Februarie 1996 om 11:00** voor die hoofingang van die Landdroshof, Landdroskantoor, Tulbach Ingang, Welkom, deur CPC Afslaers, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Erf 3765 (Uitbreiding 1), geleë in die dorpsgebied Riebeeckstad, distrik Welkom, groot agt honderd drie-en-dertig (833) vierkante meter, gehou kragtens Transportakte T9971/1990.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis met buitegeboue.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die Voorwaardes van Verkoop wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Posbus 1414, Welkom.

Gedateer te Welkom op hede 10 Januarie 1996.

T. Wolmarans, vir Symington & De Kok, Sonleyri Chambers, 24 Heeren Street, Welkom, 9460; Posbus 2175. (057-353 3051.)

Saak No. 2067/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **MUIZEN MOTORS (WERKSWINKEL) (EDMS.) BPK.**, Eksekusieskuldeiser, en **E. L. NELL**
(Identiteitsnommer: 470823 0102 08 3), Eksekusieskuldenares

Ingevolge 'n Vonnis en 'n Lasbrief vir Eksekusie gedateer 10 Oktober 1995 in die Landdroshof te Welkom sal die volgende eiendom verkoop word op Vrydag, **16 Februarie 1996 om 11:00** te die Tulbach-ingang, Landdroskantore, Heerenstraat, Welkom:

Sekere Erf 4996 (Uitbreiding 4) (D'Almeidastraat 56, Dagbreek, Welkom), groot 833 (agthonderd drie-en-dertig) vierkante meter, geleë te die Stad en Distrik Welkom, gehou kragtens Akte van Transport Nr. T15911/93 en onderhewig aan sekere servitute.

Verbeterings: Woonhuis met gewone buitegeboue.

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 onderhewig aan die bepalings van die Wet op Landdroshof No. 32 van 1944 soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 15,5% per jaar vanaf 16/02/1996 tot datum van registrasie van transport sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom op hede die 9de dag van Januarie 1996.

D. W. Steyn, vir Rossouw & Vennote, Prokureur vir Eiser, Grondvlak, Anmercosa House, Staatsweg 317, Posbus 455, Welkom, 9460.

Saak No. 15013/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **DIE STADSRAAD VAN DIE MUNISIPALITEIT VAN BLOEMFONTEIN**, Eiser, en **LABUSCHAGNE, E. S.**,
Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n Lasbrief vir Geregtelike Verkoping gedateer 16 Maart 1995 sal die volgende eiendom op Vrydag, **9 Februarie 1996 om 10:00** by die Peetlaan Ingang van die Landdroshof, Bloemfontein aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 2960 geleë in die stad en distrik Bloemfontein groot 620 vierkante meter gehou kragtens Akte van Transportnommer 1198/1971 geregistreer op 2 Maart 1971. (Perseeladres Kerkstraat 204, Oranjesig, Bloemfontein.)

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Woonhuis bestaande uit 3 slaapkamers, badkamer, sitkamer, kombuis.

Buitegeboue: Motorhuis, bediendekamer.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju Landdroshof, Bloemfontein Oos, Barnesstraat 5, Bloemfontein te kantoorure.

Geteken te Bloemfontein hierdie 5de dag van Januarie 1996.

J. H. Truter, p/a Naudes, Prokureur vir Eiser, 3de Vloer, Trustfonteingebo, Posbus 260, St Andrewstraat 151, Bloemfontein.

Case No. 8537/95

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

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **RIANA VORSTER**, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 21 June 1995 and a Warrant of Execution, the following property will be sold in execution, without reserve subject to the provisions of Section 66(2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder at **11:00 on 1 March 1996** at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely certain:

Certain Erf 3929, situate in the Township Riebeeckstad, District Welkom, measuring 833 (eight hundred and thirty-three) square metres, held by the Defendant by virtue of Deed of Transfer No. T6302/1988, known as 39 Schumann Street, Riebeeckstad.

Improvements: Residential property with entrance hall, lounge, diningroom, kitchen, study, family room, scullery, 4 bedrooms, 1 bathroom, 1 toilet.

Outbuildings: 1 Domestic servants' quarters, 1 storeroom, 2 garages, 1 toilet, swimmingpool (none of which are guaranteed.)

Terms:

1. The purchase price is payable as follows:
 - 1.1 10% thereof on the day of the sale; and
 - 1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.
2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the Rules promulgated thereunder.
3. The property shall be sold "voetstoots" to the highest bidder.
4. The purchaser shall be liable for and shall pay to the plaintiff's conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant Section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the office of the Sheriff for the district of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 9th day of January 1996.

M. C. Louw, for Daly & Nuemann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. MR M. C. Louw/LVR/UN223.)

Case No. 12054/95

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

In the matter between **ABSA BANK LIMITED (ALLIED)**, Plaintiff, and **BULELANI REGINALD MSIPA**, First Defendant, **MALEBOEA JEREMINA MSIPA**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 7 September 1995 and a Warrant of Execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944 as amended, to the highest bidder at **11:00 on 8 March 1996** at the Magistrate's Court, Tulbach Street, Welkom, namely certain:

Certain Erf 11713, Thabong, District Welkom, measuring 341 (three hundred and forty-one) square metres, held by the Defendants by virtue of Certificate of Registered Grant of Leasehold No. TL2966/1988, known as 11713, Thabong, District Welkom.

Improvements residential property with: Lounge, diningroom, kitchen, 3 bedrooms, 1 bathroom, 1 toilet. *Outbuildings:* None (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:
 - 1.1 10% thereof on the day of the sale; and
 - 1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.
2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.
3. The property shall be sold voetstoots to the highest bidder.
4. The purchaser shall be liable for and shall pay to the plaintiff's conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant Section of the local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the sheriff for the district of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the sheriff immediately prior to the sale.

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

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9460. (Ref. M. C. Louw/LVR/AL858.)

Case No. 3240/95

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

In the matter between **ABSA BANK LIMITED (ALLIED)**, Plaintiff, and **TSOTSI TOM PHUNGULA**, First Defendant, and **MOROA SOPHIA PHUNGULA**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 22 March 1995 and a Warrant of Execution, the following property will be sold in execution, without reserve subject to the provisions of Section 66 (2) of the Magistrates' Courts Act, 1944 as amended, to the highest bidder at **11:00 on 15 March 1996** at the Magistrate's Court, Tulbach Street, Welkom, namely certain:

Certain Erf 4319, Thabong, District Welkom, measuring 257 (two hundred and fifty-seven) square metres, held by the Defendants by Virtue of Deed of Transfer No. TL237/1989, known as 4319 Thabong, District Welkom.

Improvements residential property with: Lounge, kitchen, 3 bedrooms, 1 bathroom, 1 toilet. *Outbuildings:* 1 carport (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the Rules promulgated thereunder.

3. The property shall be sold "voetstoots" to the highest bidder.

4. The purchaser shall be liable for and shall pay to the plaintiff's conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant Section of the local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the sheriff for the district of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the sheriff immediately prior to the sale.

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

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9460. (Ref. Mr M. C. Louw/LVR/AL838.)

Case No. 11779/93

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

In the matter between **ABSA BANK LIMITED (ALLIED)**, Plaintiff, and **NTHO ANDREW MOJI**, First Defendant, and **MARIA NKONE MOJI**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 19 October 1993 and a Warrant of Execution, the following property will be sold in execution, without reserve subject to the provisions of Section 66 (2) of the Magistrate's Court Act, 1944 as amended, to the highest bidder at **11:00 on 8 March 1996** at the Magistrate's Court, Tulbach Street, Welkom, namely certain:

Certain Erf 11806, Thabong, District Welkom, measuring 356 (three hundred and fifty-six) square metres, held by the Defendants by virtue of Certificate of Registered Right of Leasehold No. TL3225/1987, known as 11806 Thabong, District Welkom.

Improvements residential property with: Lounge, diningroom, kitchen, 3 bedrooms, 2 bathrooms, 2 toilets. *Outbuildings:* 1 garage (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the Rules promulgated thereunder.

3. The property shall be sold "voetstoots" to the highest bidder.

4. The purchaser shall be liable for and shall pay to the plaintiff's conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant Section of the local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the sheriff for the district of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the sheriff immediately prior to the sale.

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

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9460. (Ref. Mr M. C. Louw/LVR/AL642.)

Case No. 9248/94

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

In the matter between **ABSA BANK LIMITED (ALLIED)**, Plaintiff, and **MOLAHLEHI JAMES KHOASASA**, First Defendant, and **PULENG KHOASASA**, Second Defendant

In pursuance of a judgement in the Court of the Welkom Magistrate's Court granted on 28 April 1995 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of Section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on **8 March 1996 at 11:00**, at the Magistrate's Court, Tulbach Street, Welkom, namely certain:

Certain Erf 11044, Thabong, District Welkom, measuring 382 (three hundred and eighty-two) square metres, held by the Defendants by virtue of certificate of Registered Right of Leasehold No. TL3658/1988, known as 11044 Thabong, District Welkom.

Improvements: Residential property with entrance hall, lounge, diningroom, kitchen, 3 bedrooms, bathroom, toilet. Outbuildings: 1 Garage (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:
 - 1.1 10% thereof on the day of the sale; and
 - 1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.
2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.
3. The property shall be sold voetstoots to the highest bidder.
4. The purchaser shall be liable for and shall pay to the plaintiff's conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant Section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the sheriff for the district of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the sheriff immediately prior to the sale.

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

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9460. (Ref. Mr M. C. Louw/LVR/AL540.)

Case No. 16363/95

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

In the matter between **ABSA BANK LIMITED (ALLIED)**, Plaintiff, and **MARIUS DU PLESSIS**, First Defendant, and **JOSEPHINE DU PLESSIS**, Second Defendant

In pursuance of a judgement in the Court of the Welkom Magistrate's Court granted on 4 December 1995 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of Section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on **8 March 1996 at 11:00**, at the Magistrate's Court, Tulbach Street, Welkom, namely certain:

Certain Erf 504, situated in the Township Riebeeckstad, District Welkom, measuring 932 (nine hundred and thirty-two) square metres, held by the Defendants by virtue of Deed of Transfer No. T536/1988, known as 4 Delta Street, Riebeeckstad.

Improvements: Residential property with entrance hall, lounge, family room, diningroom, kitchen, 3 bedrooms, 1 bathroom with toilet & shower, 1 bathroom with toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:
 - 1.1 10% thereof on the day of the sale; and
 - 1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.
2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.
3. The property shall be sold voetstoots to the highest bidder.
4. The purchaser shall be liable for and shall pay to the plaintiff's conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant Section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the sheriff for the district of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the sheriff immediately prior to the sale.

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

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9460. (Ref. Mr M. C. Louw/LVR/AL866.)

Case No. 9470/95

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

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **MOLAHLEHI JOSIAS TLADI**, First Defendant, and **MAMOKHALEPE TLADI**, Second Defendant

In pursuance of a judgement in the Court of the Welkom Magistrate's Court granted on 12 July 1995 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of Section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on **22 March 1996 at 11:00**, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely certain:

Certain Erf 3872, situated in the City of Welkom (Bedelia), District Welkom, measuring 1 004 (one thousand and four) square metres, held by the Defendants by virtue of Deed of Transfer No. T11236/1992, known as 10 Capulet Street, Bedelia, Welkom.

Improvements: Residential property with lounge, diningroom, kitchen, 3 bedrooms, 1 bathroom, 1 toilet. Outbuildings: 1 Garage, 1 servants' quarters, 1 toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:
 - 1.1 10% thereof on the day of the sale; and
 - 1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.
2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.
3. The property shall be sold voetstoots to the highest bidder.
4. The purchaser shall be liable for and shall pay to the plaintiff's conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant Section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the sheriff for the district of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the sheriff immediately prior to the sale.

Dated at Welkom on this 12th day of January 1996.

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref. Mr M. C. Louw/LVR/UN266.)

Case No. 8909/95

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

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **MOTLHAGE KLAAS MERAHE**, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 5 July 1995 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of Section 66(2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder at **11:00 on 22 March 1996** at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely certain:

Certain Erf 11128, situated in the Township Thabong, District Welkom, measuring 313 (three hundred and thirteen) square metres, held by the Defendant by virtue of Certificate of Registered Grant of Leasehold No. TL2092/1988, known as 11128 Thabong, District Welkom.

Improvements: Residential property with lounge, kitchen, 3 bedrooms, 1 bathroom, 1 toilet. Outbuildings: none (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:
 - 1.1 10% thereof on the day of the sale; and
 - 1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.
2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.
3. The property shall be sold "voetstoots" to the highest bidder.
4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the messenger of the court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant Section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the district of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 12th day of January 1996.

M C Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref: Mr MC Louw/LVR/UN263).

Case No. 10296/93

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

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **VELEZWENI DONATUS ZONDI**, First Defendant, **BONGISIWE PHYLLIS ZONDI**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 27 September 1995 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of Section 66(2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder at **11:00 on 22 March 1996** at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely certain:

Certain Erf 7734, situated in the City of Welkom, District Welkom, measuring 892 (eight hundred and ninety-two) square metres, held by the Defendants by virtue of Deed of Transfer No. T15695/1991, known as 62 Constantia Street, Welkom.

Improvements: Residential property with lounge, diningroom, kitchen, 3 bedrooms, 1 bathroom. Outbuildings: 1 servants' quarters, 1 garage, 1 toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:
 - 1.1 10% thereof on the day of the sale; and
 - 1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.
2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.
3. The property shall be sold "voetstoots" to the highest bidder.
4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the messenger of the court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant Section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the district of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 12th day of January 1996.

M C Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref: Mr MC Louw/LVR/UN118).

Case No. 16557/95

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

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **BEREND BATHOLOMEUS FABER**, First Defendant, **JOYCE ELIZABETH FABER**, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 19 December 1995 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of Section 66(2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder at **11:00 on 15 March 1996** at the Magistrate's Court, Tulbach Street, Welkom, namely certain:

Certain Erf 528, situated in the Township of Welkom (St Helena), District Welkom, measuring 1 784 (one thousand seven hundred and eighty-four) square metres, held by the Defendants by virtue of Deed of Transfer No. T13960/1988, known as 4 Buffalo Street, Welkom.

Improvements: Residential property with lounge, diningroom, kitchen, 3 bedrooms, 1 bathroom with toilet. Outbuildings: 1 garage, 1 domestic servants' quarters, 1 toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:
 - 1.1 10% thereof on the day of the sale; and
 - 1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.
2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.
3. The property shall be sold "voetstoots" to the highest bidder.
4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the messenger of the court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant Section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the district of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 12th day of January 1996.

M C Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9459. (Ref: Mr MC Louw/LVR/AL779).

Case No. 16622/95

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

In the matter between **ABSA BANK LIMITED (ALLIED)**, Plaintiff, and **ZINGISILE BABOON**, Defendant

In pursuance of a judgment in the court of the Welkom Magistrate's Court, granted on 19 December 1995 and a Warrant of Execution, the following property will be sold in execution, without reserve subject to the provisions of Section 66 (2) of the Magistrates' Courts Act, 1944 as amended, to the highest bidder at **11:00 on 15 March 1996** at the Magistrate's Court, Tulbach Street, Welkom, namely:

Certain: Erf 6248, Thabong, District Welkom, measuring 246 (two hundred and forty-six) square metres, held by the Defendant by Virtue of Certificate of Registered Grant of Leasehold No. TL851/1991, known as 6248 Thabong, District Welkom.

Improvements: Residential property with lounge, kitchen, 2 bedrooms, 1 bathroom with toilet.

Outbuildings: 1 toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provision of the Magistrates' Courts Act of 1944, as amended, and the Rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's Conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty; the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant Section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 12th day of January 1996.

M. C. Louw, Attorney for Plaintiff, Daly & Neumann Incorporated, Dalman House, Graaff Street, Welkom, 9460. (Ref. Mr MC Louw/LVR/AL867.)

Saak No. 8671/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **Eerste Nasionale Bank van Suidelike Afrika Beperk**, Vonnisskuldeiser, en **Subata Sam Mafere**, 1ste Vonnisskuldenaar, en **Khaseane Suzan Mafereaseane Suzan Mafere**, 2de Vonnisskuldenaar

Ingevolge 'n Vonnis gelewer op die 15 Junie 1995, in die Welkom, Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op **1 Maart 1996 om 11:00** voor die hoofingang van die Landdroshof, Landdroskantoor, Tulbach-ingang, Welkom, deur CPC Afslaaers, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Erf 7618, geleë in die stad en distrik van Welkom, groot agt honderd drie-en-dertig (833) vierkante meter, gehou kragtens Transportakte T6466/1993.

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.

Gedateer te Welkom op hede 10 Januarie 1996.

T. Wolmarans, vir Symington & De Kok, Sonleyri Chambers, 24 Heeren Street, Welkom, 9460; Posbus 2175. [Tel. (057) 353-3051.] (Verw. T. Wolmarans/BH/AE0096.)

Saak No. 13191/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **FIDELITY BANK**, Vonnisskuldeiser, en **JOHAN CARL FOUCHE**, 1ste Vonnisskuldenaar, **JOHANNA CHRISTINA FOUCHE**, 2de Vonnisskuldenaar

Ingevolge 'n Vonnis gelewer op die 4 Desember 1995, in die Welkom Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op **1 Maart 1996 om 11:00** voor die hoofingang van die Landdroshof, Landdroskantoor, Tulbach Ingang, Welkom, deur CPC Afslaaers, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Erf 5041, geleë in die dorpsgebied Riebeeckstad, distrik Welkom, groot twee duisend drie honderd nege-en-sewentig (2 379) vierkante meter, gehou kragtens Transportakte T780/1991.

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.

Gedateer te Welkom op hede 10 Januarie 1996.

T Wolmarans, vir Symington & De Kok, Sonleyri Chambers, 24 Heeren Street, Welkom, 9460; Posbus 2175. [Tel. (057) 353-3051.]

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

PROPERTY MART SALES

Duly instructed by the executor in the estate late **C. E. Olsson**, Master's Ref. 18094/90.

We shall sell, subject to 7 (seven) days confirmation.

Certain Erf 3, Haddon, measuring 966 square metres and situated at 13 Napier Street.

Sale takes place on the spot at 25 January 1996 at 12:00.

Terms: 20% (twenty per centum) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. [Tel. (011) 728-1283.] [Fax. (011) 728-5215, A/H: (011) 793-6164.] (Ref. Mr C. Mostert.)

PHIL MINNAAR AFSLAERS

BOEDEL WYLE A. I. MALAN

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop on per openbare veiling, op Hoewe 22, op 20 Januarie 1996 om 11:00, Hoewes 22 en 24, Tenacre-landbouhoewes, Randfontein, Registrasieafdeling IQ, Gauteng.

Voorwaardes: 20% (twintig persent) deposito van verkoopprys en 4% (vier persent) kommissie plus BTW in kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Phil Minnaar Afslaers, Johannesburg. [Tel. (011) 475-5133.]

MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE **D. M. A. HAMMAN**, T2063/95

INSOLVENT ESTATE **J. M. HOHNE**, T2303/95

INSOLVENT ESTATE **M. STEVENS**, T846/94

Favoured with instructions from the Trustees in the above matters, leading Finance Houses and other Vendors we will sell by public auction at our Warehouse, 23 Sixth Street, Wynberg, Johannesburg, on Wednesday, 24 January 1996 at 10:30, the following:

Jewellery, computer manuals and related books, office equipment and sundry building equipment.

Terms: Only cash or bank certified cheques. Refundable cash deposit of R1 000 on registration, on view day prior to sale. Subject to change without prior notice.

Secure parking and loading facilities.

Mannie Auctioneering Company. [Tel. (011) 334-3810.] [Fax. (011) 334-1542.]

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Potgietersrus op 9 Februarie 1996 om 10:00 voor die Landdroskantoor te Potgietersrus die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 3 ('n gedeelte van gedeelte 1) van die plaas HOOGTE 155,

Registrasie Afdeling K.S., Noordelike Provinsie;

GROOT 47,9658 hektaar

(2) Resterende gedeelte van gedeelte 1 (CLYDESDALE) van die plaas HOOGTE 155,

Registrasie Afdeling K.S., Noordelike Provinsie;

GROOT 82,7488 hektaar

(3) Gedeelte 4 ('n gedeelte van gedeelte 1) van die plaas HOOGTE 155,

Registrasie Afdeling K.S., Noordelike Provinsie;

GROOT 297,5506 hektaar

(4) Gedeelte 2 ('n gedeelte van gedeelte 1) van die plaas HOOGTE 155,
 Registrasie Afdeling K.S., Noordelike Provinsie;
 GROOT 428,2669 hektaar

(5) Resterende gedeelte van die plaas HOOGTE 155,
 Registrasie Afdeling K.S., Noordelike Provinsie;
 GROOT 531,5552 hektaar

Blykens Akte van Transport T82286/1990
 in die naam van GERT JACOBUS NIEMANN

Ligging van hierdie eiendomme:—

40 km oos van Potgietersrus

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (5): 2 Woonhuise, motorhuis en stoorkamer. Vekeerend omhein en verdeel in kampe. 2 Boorgate en 2 sementdamme.

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 die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, 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: AGAC 02482 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 9 Januarie 1996.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, KRUGERSDORP op 14 Februarie 1996 om 10:00 te Ockersestraat 22B (hoek van Ockerse- en Rissikstraat) te Krugersdorp die ondergemelde eiendom by publieke veiling verkoop:—

GEDEELTE 24 ('n gedeelte van Gedeelte 3) van die plaas RIETFONTEIN 522,
 Registrasie Afdeling J.Q., Transvaal, Provinsie Gauteng
 GROOT: 53,7235 hektaar.

Blykens Akte van Transport T48255/1974
 in die naam van STEPHANUS ANDRIES LOUW

Ligging van hierdie eiendom:—

20 km noord van Krugersdorp

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, woonstel met motorhuis, 2 motorafdakke met bediendekamer en 3 store. Gedeeltelik vekeerend omhein. Boorgat, tenk, grondam en fontein.

Krokodilrivier vloei deur die eiendom. Geregistreerde serwituutvoer uit rivier met leibeurt van 30 uur per week.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

Die eiendom word verkoop onderworpe aan die Staat se beweerde eiendomsreg oor staande oeste wat op die eiendom mag wees.

VERWYSINGSNOMMER: AIAF 02332 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 9 Januarie 1996.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, CAROLINA op 9 Februarie 1996 om 10:00 voor die Landdroeskantoor te CAROLINA die ondergemelde eiendom by publieke veiling verkoop:—

Resterende gedeelte van gedeelte 2 van die plaas ONBEKEND 54,

Registrasie Afdeling I.T.; Provinsie Mpumalanga

GROOT: 632,9969 hektaar

Blykens Akte van Transport T61194/1980

in die naam van ABRAM CHRISTIAAN STEYN

Ligging van hierdie eiendom:—

9 km suid van Carolina

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, motorhuis, enjinkamer, bediendekamer, staalstoor, varkhokke, hoenderhokke, stoor, melkstal, 2 melkkamers, klipstoor en kraal. Veekerend omhein en verdeel in kampe. 2 Boorgate, tenk, Boesmanspruit, sementdam, fontein en 3 suipkrippe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AAAC 01898 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 10 Januarie 1996.

RADLEY VEILINGS BK

CK 87/02062/23

LIKWIDASIEVEILING VAN BAKKERY TOERUSTING, WITBANK

1. Wanneer: Vrydag, 26 Januarie 1996 om 11:00.
2. Waar: Elizabeth Bakkery, Hansagebou, Arrastraat 21, Witbank. (Arrastraat tussen Bothastraat en Presidentstraat).
3. Behoorlik daartoe gemagtig deur die Likwidateur van **Elizabeth Bakkerye (Edms.) Bpk.**, in likwidasie, T3686/95, verkoop ons die volgende:

3.1 Volledige bakkery toerusting (ingesluit fyngebak) bestaande uit o.a.: Oonde, vries- en yskaste, kniemasjien, mengers, deegverdelers, rol- en bolmakers, skale, bakplate en trollies, lugversorger, ens. Alles in goeie toestand. Volledige lys op aanvraag beskikbaar vanaf afslaer.

4. *Voorwaarde van verkoop*: 'n Kontant deposito van R1000 by registrasie. Die balans in kontant of bankgewaarborgde tjek onmiddellik na afloop van veiling. Identiteitsdokument by registrasie benodig.

5. *Besigtiging*: 24 en 25 Januarie 1996 van 09:00 tot 16:00.

6. Vir verdere inligting, skakel asseblief Chris of Joon Radley by (012) 991-2981 (kantoor-ure).

Radley Veiling BK, CK87/02062/23.

CAHI AUCTIONEERS, APPRAISERS AND STOCK LIQUIDATORS

Registration No. CK87/12616/23

INSOLVENT ESTATE AUCTION: TWO-BEDROOMED FLAT, LOCK-UP GARAGE, WONDERBOOM SOUTH

Duly instructed by the Trustee in the insolvent estate **J. & A. C. van der Westhuizen**, Master's Ref. T788/95, we will sell Tuesday, 30 January 1996 at 11:00, on Site 503, Schweizerkon Flats, De Beer Street, corner of Ninth Avenue, Wonderboom South:

Comprising two bedrooms, bathroom, open plan kitchen, lounge *cum* dining-room.

View by appointment.

Terms: 20% (twenty per centum) deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation. For further info contact Greg Cahu Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

CAHI AUCTIONEERS, APPRAISERS AND STOCK LIQUIDATORS

Registration No. CK87/12616/23

INSOLVENT ESTATE AUCTION: FAMILY HOME, KOSTER

Duly instructed by the Trustee in the insolvent estate **B. G. & G. H. van Biljon**, Master's Ref. T149/95, we will sell Saturday, 27 January 1996 at 11:00, on site, 13 Hertzog Street, Koster, Stand 177, Koster:

Family home on corner stand full erf with fruit orchard.

View by appointment.

Terms: 20% (twenty per centum) deposit on the fall of the hammer (cash or bank-guaranteed cheques only). Balance within 30 days after confirmation. For further info contact Greg Cahu Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. [Tel. (012) 325-7250.] [Fax. (012) 324-2215.]

LIBRA AFSLAERS

INSOLVENTE BOEDELVEILING: TUINHUIS, PRESIDENTS DAM-UITBREIDING 1

In opdrag van die Kurator in die insolvente boedel van **A. Vonopartis**, Meestersverwysing T318/95, verkoop ons die ondergenoemde eiendom per openbare veiling op die perseel op Vrydag, 26 Januarie 1996 om 11:00:

Sekere: No. 1, Tinkinkiestraat 17, Presidents dam-uitbreiding 1, Springs (Gedeelte 1 van Erf 66).

Dubbelverdieping netjiese drieslaapkamer tuinhuis met dubbelgeriewe. Netjiese Ceramic teëls, ingeboude kaste ens. Beskik ook oor sitkamer, eetkamer, studeerkamer en kombuis, klein tuintjie, dubbelmotorhuis en buitekamer met badkamer, veiligheidshekke en diefwering ens.

Verkorte verkoopvoorwaardes: 20% (twintig persent) deposito van die koopprys in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Balans van koopprys binne 21 dae na datum van bekragtiging.

Afslaersnota: Ruim siersteentuin huis, beslis 'n veiling wat bygewoon moet word.

Navrae: Giel Bezuidenhout/Marita Wright, vir Libra Afslaers, Roodepoort. [Tel. (011) 763-6267.]

VAN'S AFSLAERS

OPENBARE VEILING

In opdrag van die Likwidateurs van **Gap Furniture (Edms.) Bpk.**, in likwidasie, T3465/95, verkoop Van's Afslaers ondervermelde, per openbare veiling op:

A. 23 Januarie om 11:00, te Sesde Straat 135, Wynberg, Sandton, Industriële houtwerk masjinerie, toerusting en houtprodukte;

B. 25 Januarie om 10:00, te Van's Afslaers, Booysenstraat 521, Gezina, Pretoria, Nissan LAW, meubels, toerusting ens.

Betaling: Kontant of gewaarborgde tjeks.

Inligting: Van's Afslaers (012) 335-2974.)

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, ERMELO op 9 Februarie 1996 om 10:00 voor die Landdroskantoor te ERMELO die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 12 ('n Gedeelte van Gedeelte 4) van die plaas WAAIHOEK 286, Registrasie Afdeling I.T., Transvaal;

GROOT: 168,8428 Hektaar;

(2) Resterende Gedeelte van gedeelte 4 (MOOIHOEK) ('n Gedeelte van gedeelte 3) van die plaas WAAIHOEK 286, Registrasie Afdeling I.T., Transvaal;

GROOT: 170,5855 hektaar

Eiendomme (1) en (2) blykens Akte van Transport T18506/1979

(3) GEDEELTE 14 ('n gedeelte van Gedeelte 13) van die plaas WAAIHOEK 286,

registrasie afdeling IT Transvaal;

GROOT: 199,3569 hektaar

Eiendom (3) blykens Akte van Transport T33211/1977

(4) GEDEELTE 4 ('n gedeelte van Gedeelte 2) van die plaas ONVERWACHT 287,

Registrasie Afdeling I.T., Transvaal

GROOT: 171,3064 hektaar

Eiendom (4) blykens Akte van Transport T3782/1982

(5) DIE RESTERENDE GEDEELTE van die plaas RIETVLEI 310, Registrasie Afdeling I.T., Transvaal;

GROOT: 901,5655 hektaar;

Eiendom (5) blykens Akte van Transport T23108/1985

L.W. Ongeveer 1 200 vierkante meter en 4,23 hektaar van eiendom (5) is onteien deur Transnet. Eiendom (5) onderworpe aan onteining van 2 900 vierkante meter ten gunste van Transnet.

in die naam van JOHANNES ZACHARIAS MOOLMAN MEYER

Die titelaktes sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendomme:—

Eiendomme (1) tot (4): 50 km suidoos van Ermelo

Eiendom (5): 48 km suidoos van Ermelo

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (3)

3 Woonhuise, skuur met afdak, varkhokke, skuur, sinkkamer. Veekerend omhein en verdeel in kampe. Boorgat, sinkdam, fontein, tenk en 6 gronddamme.

Eiendom (4)

Veekerend omhein en verdeel in kampe. 2 Spruite en 4 gronddamme.

Eiendom (5)

24 Slaapvertreke met gemeenskaplike ablusieblok, gemeenskaplike eetvertrek en saal, konferensiesaal, swembad, 2 grasafdakke en rondawel. Veekerend omhein en verdeel in kampe. 3 Boogate, 3 gronddamme, watertenk, fontein en spruit.

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 die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, 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: AAAD 01699 01G 04G 05G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 11 Januarie 1996.

PHIL MINNAAR BK**INSOLVENTE BOEDELVEILING VAN NUWE EN TWEEDEHANDSE MEUBELS IN VOORTREKKERSTRAAT, KINROSS- EN MUTUALGEBOU, EVANDER**

In opdrag van die Kurator in die insolvente boedel **A. H. Louw**, T3600/95 verkoop ons die ondervermelde meubels onderskeidelik per openbare veiling op Vrydag, 26 Januarie 1996:

Tyd en plek: 1. 10:00, Voortrekkergebou, Voortrekkerstraat, Kinross.

2. 12:30, Evander Bargain Bazaar, Mutualgebou, Evander.

Losbates: Enkel- en dubbelbeddens, sitkamerstelle, hangkaste, staalkombuiskaste, lessenaars, linnekaste, verwarmers, spieël-kaste, verskeie handgereedskap, ys- en vrieskaste, koolstowe, slaapkamerstelle, televisies, juwele, bedkopstukke, novilon, waaiers, laaikaste, tafels, bababedjies, muureenhede, koffietafels en nog vele meer.

Terme: Streng kontant of bankgewaarborgde tjeks.

Besigtiging: Op die dag van veiling.

Navrae: Skakel Dirkie Pienaar by (012) 322-8330/1.

Reg word voorbehou om goedere by te voeg of weg te laat.

Phil Minnaar BK, Posbus 28265, Sunnyside, 0132. Tel. (012) 322-8330/1. Fax. (012) 322-9263.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: R. L. BERMAN, MASTER'S REF. T3545/95

Duly instructed by this Estate's Trustee, we will sell by public auction, on site at 23 Alginon Street, Norwood, Johannesburg District, Gauteng, on Thursday, 25 January 1996, commencing at 11:30, a three-bedroomed home.

For further particulars and viewing contact the Auctioneer, Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: R. L. BERMAN, MASTER'S REF. T3545/95

Duly instructed by this Estate's Trustee, we will sell by public auction, on site at 25 Alginon Street, Norwood, Johannesburg District, Gauteng, on Thursday, 25 January 1996, commencing at 12:00, a three-bedroomed home.

For further particulars and viewing contact the Auctioneer, Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: R. L. BERMAN, MASTER'S REF. T3545/95

Duly instructed by the Estate's Trustee (acting with authority from this Insolvent's Solvent Spouse), we will sell by public auction, on site at 76 Francis Road, Norwood, Johannesburg District, Gauteng, on Thursday, 25 January 1996, commencing at 10:30, a three-bedroomed home.

For further particulars and viewing contact the Auctioneer, Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

JOINT INSOLVENT ESTATE: J. A. & J. MARAIS VAN VUUREN, MASTER'S REF. T2932/95

Duly instructed by this Estate's Trustee, we will sell by public auction, on site at 10 Bergbron Avenue, Northcliff Extension 25, Johannesburg District, Gauteng, on Thursday, 25 January 1996, commencing at 10:30, a three-bedroomed home.

For further particulars and viewing contact the Auctioneer, Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

JOINT INSOLVENT ESTATE: S. J. P. & H. M. KRUGER, MASTER'S REF. T2692/95

Duly instructed by this Estate's Trustee, we will sell by public auction, on site at Smallholding 71, Mantevrede, Lochvaal Road, Vanderbijlpark Agricultural Holdings, Vanderbijlpark District, Gauteng (follow direction / pointer boards), on Tuesday, 23 January 1996, commencing at 10:30, smallholding with improvements.

For further particulars and viewing contact the Auctioneer, Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

AUCOR (SANDTON) (PTY) LIMITED

ESTATE LATE: J. SCHIEFNER, MASTER'S REF. 18640/94

Duly instructed by the Executor appointed, the Aucor Group, will sell on Friday, 19 January 1996 at 10:30, the property legally described as Lot 77, Berea and 192 Berea, measuring in extent 1 137 square metres with improvements thereon:

Three storey building with modern mahogany finishes throug Rout.

View: Thursday, 18 January 1996.

Terms: 20% (twenty per centum) deposit on the fall of the hammer, the balance to be paid with guarantees acceptable to the Executor within thirty (30) days of confirmation. Bidders being financed must produce an irrevocable letter of credit prior to bidding.

The above is subject to change without prior notice.

For further information, kindly contact the Auctioneers Aucor (Sandton) (Pty) Limited, 14 Appel Road, Wendywood. Tel. (011) 444-5550. Fax. (011) 444-5551.

I, Estelle Kloppeers, P.O. Box 76216, Wendywood, Sandton, 2144.

PINE KRITZINGER AFSLAERS BK

In opdrag van die Kurator in die insolvente boedel van **Herman Hendrik Brummelkamp en Erika Brummelkamp**, Meestersverwysing T2338/95, verkoop ons die volgende onroerende eiendom per openbare veiling:

Die woning bekend as Kerkstraat 242 en wat op Gedeelte 1 van Erf 2634, Potchefstroom geleë is.

Die woning bestaan uit: Vier slaapkamers met ingeboude kaste, sitkamer, kombuis, TV kamer, enkelgeriewe, gepleisterde mure en teëldak, bediendekamer en stoorkamer, half geboude dubbelgarage en werkskamer, afdak. Die erf is aan vier kante met beton omhein.

Die grootte van die erf is 1 055 vierkante meter.

Wanneer: 2 Februarie 1996.

Hoe laat: 10:00.

Waar: Kerkstraat 242, Potchefstroom.

Roete: By die kruising van Kerkstraat en Johannesburg Hoofweg, draai in 'n suidelike rigting in Kerkstraat.

Belangrikste voorwaardes: 20% (twintig persent) deposito by wyse van kontant of 'n bankgewaarborgde tjek en die balans moet betaal word binne 30 dae na die bekragting deur die verkoper by wyse van 'n bank of ander goedgekeurde waarborg. Rente is op die balans betaalbaar teen 18,25% (agtien komma twee vyf persent) per jaar.

Pine Kritzinger Afslaaers BK, Teaklaan 11, Klerkindustria, Klerksdorp. Tel. (018) 462-9550/1.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: I. J. DU PLESSIS, MASTER'S REF. T148/95

Duly instructed by this Estate's Trustee, we will sell by public auction, on site at Nedcor Repossession Centre, 221 Main Road, Martindale, Johannesburg District, Gauteng, on Wednesday, 24 February 1996, commencing at 10:30, certain motor vehicles and trucks.

For further particulars contact the Auctioneer, Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

CAPE • KAAP**PLASE TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Elliot op 8 Februarie 1996 om 10:00 voor die Landdroskantoor te Elliot die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas SASUNN nr. 480, in die Afdeling van Elliot, Oos-Kaapprovinsie
GROOT 476,2718 Hektaar

(2) Die plaas FINGAL nr. 481, in die Afdeling van Elliot, Oos-Kaapprovinsie
GROOT 546,6901 Hektaar

Blykens Akte van Transport T51045/1990

in die naam van MICHAEL PAXTON

Ligging van hierdie eiendomme:—

18km suidwes van Elliot

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Woonhuis, melkkamer, stoorkamer, motorhuis, afdak, skeerskuur, skaapskuur en arbeidershuis. Veekerend omhein en verdeel in kampe. Boorgat, 2 drinkbakke, 3 fonteine en 6 grondveesuipingsdamme.

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 die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

- (a) Minstens een-tiende van die koopprys
- (b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.
- (c) Alle koste in verband met die verkoping wat insluit advertensiekoste.
- (d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, 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: DCAH 03425 04G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 11 Januarie 1996.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, MIDDELBURG op 8 Februarie 1996 om 10:00 voor die Landdroskantoor te MIDDELBURG die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die Restant van die plaas KRUYGERS BAAKEN nr 146, in die Afdeling Middelburg, Oos-Kaap Provinsie
GROOT 2255,1060 hektaar

Eiendom (1) blykens Akte van Transport T49381/1989
in die naam van KEITH IAN MARRIOTT McCABE

(2) Plaas nr 133, in die Afdeling van Graaff-Reinet, Oos-Kaap Provinsie
GROOT 101,0765 hektaar

(3) Die restant van Plaas nr 164, in die Afdeling van Graaff-Reinet, Oos-Kaap Provinsie
GROOT 681,6602 hektaar

(4) Die plaas DORNFONTYN nr 165, in die Afdeling van Graaff-Reinet, Oos-Kaap Provinsie
GROOT 1906,7159 hektaar

Eiendomme (2) tot (4) blykens Akte van Transport T15610/1953
in die naam van PAUL MARRIOTT McCABE

Ligging van hierdie eiendomme:—

Eiendom (1) 58 km suidwes van Middelburg

Eiendomme (2) tot (4) 20 km noordwes van Graaff-Reinet

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (1):

Woonhuis, motorhuis, skeerskuur, melkkamer met afdak en 4 arbeidershuise. Veekerend omhein en verdeel in kampe. 3 Boorgate, 16 sementreservoirs, 32 suipkrippe en verskeie fonteine.

Eiendomme (2) tot (4):

Woonhuis, koeistal, stoor en werkskamer, skeerskuur, motorhuis, werkswinkel en 7 arbeidershuise. Jakkalsproef omhein en verdeel in kampe. 10 Boorgate, verskeie fonteine, 10 sementreservoirs, 10 veesuiplingsdamme, 60 suipkrippe en grondnam.

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 die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

- (a) Minstens een-tiende van die koopprys
- (b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, 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: DCAO 04165 01G/ 02G

DEAF 00421 03G

(REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 9 Januarie 1996.

NATAL

NEW AUCOR

PACKAGING AUTOMATION (PTY) LTD, TRADING AS ASTRO PACKAGING (IN LIQUIDATION)

SUPERATIVE OFFICE FURNITURE, OFFICE AUTOMATION, PACKAGING STOCKS, MOTOR VEHICLES TO BE SOLD ON THURSDAY, 25 JANUARY 1996 AT 10:30, AT OUR PREMISES BEING 43 COLUMBINE PLACE, RING ROAD INDUSTRIAL PARK, GLEN ANIL

Duly instructed by the liquidator, we will sell the above..

View: Day prior to auction.

Terms: R1000,00 deposit upon registration. The balance to payable on day of sale. Both by bank or bank guaranteed cheque.

For further details, please contact Aucor (Natal) Pty Ltd. [Tel. (031) 84-1200.]

BOLAND BANK EIENDOMSDIENSTE & AFSLAERS (EDMS.) BEPERK

INSOLVENSIEVEILING TE GLENCOE, OP DONDERDAG, 25 JANUARIE 1996 OM 10:00

Daartoe gemagtig deur die Kurator van insolvente boedel **J. A. P. Uys**, Meestersverwysing N1119/95, bied ons die volgende eiendomme aan per openbare veiling, onderhewig aan bekragtiging binne 14 dae:

1. Erf 1022, Glencoe, groot 1 351 m² (Van Riebeeckstraat 16).

Verbeterings: Motorhuis.

2. Erf 998, Glencoe, groot 1 000 m² (Lukelaan 8).

Verbeterings: Woonhuis.

3. Erf 999, Glencoe, groot 949 m² (Kerkstraat).

Verbeterings: Woonhuis met buitegeboue.

4. Erf 917, Glencoe, groot 39,0265 ha (ook bekend as Meinheim).

Verbeterings: Kantoorgebou met verskeie vertrekke, onderdak stoor, werksinkels en store met kantore en wasgeriewe met groot betonblad. Woonhuis, gastehuis, store, werkerskwartiere, dubbelmotorhuis en afdakke, rondawel, onthaal area, verskeie kampe en penne.

Voorwaardes: 15% (vyftien persent) deposito by wyse van bankgewaarborgde tjek by die toeslaan van die bod, balans by wyse van aanvaarbare waarborge binne 30 dae na bekragtiging.

Afslaersnota: Die veiling van al vier eiendomme vind plaas op Erf 917 (Meinheim).

Aanwysing: Volg ons rigtingwysers van die Biggarstraat Spoorwegbrug.

Navrae en besigtiging: Hennie Marsburg (03431) 5-9541 na-ure, en (03431) 2-6141 kantoor.

Boland Bank Eiendomsdienste & Afslaers (Edms.) Beperk.

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

SALES IN EXECUTION • GEREGTELIKE VERKOPE

TRANSVAAL

Case No. 13770/94
Pigeon hole: 304

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

In the matter between **ABSA Bank Limited**, Plaintiff, and **GEORGE MANDLAKAYISE NKOSI**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (Just North of Sasko Mills, Old Warmbaths Road) Bon Accord on the **2nd day of February 1996 at 11:00** on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the said Sheriff prior to the sale:

Certain Erf 20112, situated in the residential area of Mamelodi, Registration Division J.R., Transvaal, situated at Site 20112, Mamelodi, measuring 330 (three hundred and thirty) square metres.

Improvements (not guaranteed): a lounge, kitchen, 2 (two) bedrooms and one bathroom, wc.

Terms: 10% of the purchase price in cash on the day of sale, the balance and interest on the full purchase price at the current bond rates payable against registration of transfer, to be secured, by a bank, building society or other acceptable guarantee to be furnished within 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% on the proceeds of the sale up to a price of R20,000,00 and thereafter 3%, to a maximum fee of R6 000,00 and a minimum of R100,00.

Dated at Pretoria on this the 21st day of December 1995.

Matlala Incorporated, 8th Floor, Standard General Building, 215 Proes Street, P.O. Box 3217, Pretoria, 0002. Docex 7. [Tel. (012) 326-8923/4/5.] [Fax. (012) 323-7431.] (Ref. GGM/jnm/L6654.); To: The Registrar of the above Honourable Court.

Case No. 12124/95
Pigeon hole: 304

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

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **VUSI MOSES MASEKO**, 1st Defendant, and **KGAOGELO SHARON MASEKO**, 2nd Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve of the undermentioned property will be held at the offices of the sheriff Wonderboom, Portion 83, De Onderstepoort (Just North of Sasko Mills, Old Warmbaths Road) Bon Accord on the **2nd day of February 1996 at 11:00** on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the said sheriff prior to the sale:

Certain Erf 1022, Block AA, situated in the residential area of Soshanguve, Registration Division J.R., Transvaal, situated at Site 1022 Block AA, Soshanguve, measuring 599 (five hundred and ninety-nine) square metres.

Improvements (not guaranteed): A lounge, family room, diningroom, kitchen, 3 (three) bedrooms and two bathroom, wc.

Terms: 10% of the purchase price in cash on the day of sale, the balance and interest on the full purchase price at the current bond rates payable against registration of transfer, to be secured, by a bank, building society or other acceptable guarantee to be furnished within 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% on the proceeds of the sale up to a price of R20,000,00 and thereafter 3%, to a maximum fee of R6 000,00 and a minimum of R100.

Dated at Pretoria on this the 21st day of December 1995.

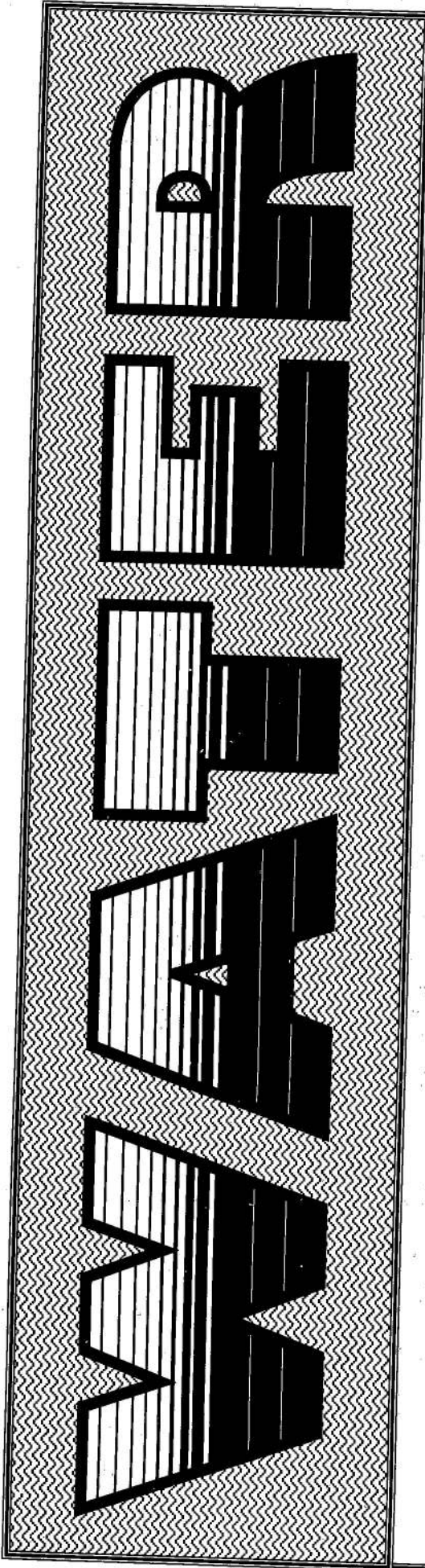
Matlala Incorporated, 8th Floor, Standard General Building, 215 Proes Street, P.O. Box 3217, Pretoria, 0002. (Docex 70.) [Tel. No. (012) 326-8923/4/5.] [Fax No. (012) 323-7431.] (Ref. GGM/jnm/G7358.) To: The Registrar of the above Honourable Court.



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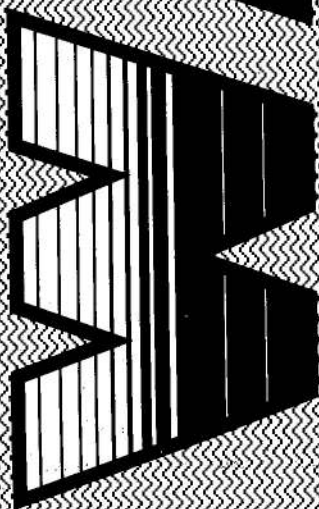
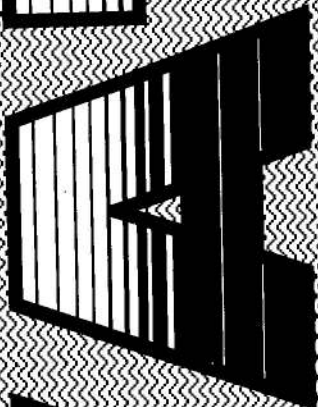
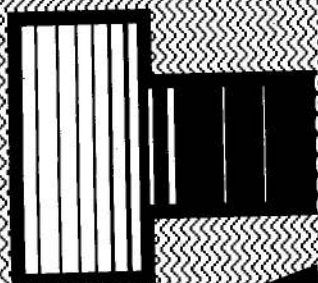
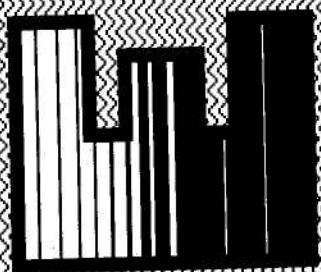
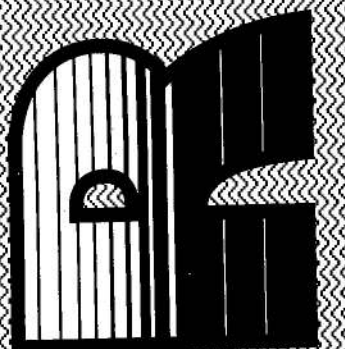
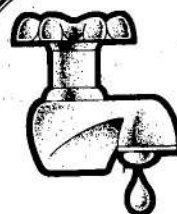




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