

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

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JANUARIE 1996

No. 16937

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

LYS VAN VASTE 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 likwidasies, ens.; sluiting van oordrag- of lede-registers en/of verklaring van dividende	62,90
Verklaring van dividende met profytstate, notas ingesluit	144,80
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies	218,80
ORDERS VAN DIE HOF:	
Voorlopige en finale likwidasies of sekwestrasies	82,20
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking	218,80
Geregtelike besture, <i>kurator bonis</i> en soortgelyke en uitgebreide bevele <i>nisi</i>	218,80
Verlenging van keerdatum	27,60
Tersydestelling en afwysings van aansoeke (J 158)	27,60

WORD COUNT TABLE

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

WOORDETAL-TABEL

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

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

CONDITIONS FOR PUBLICATION VOORWAARDES VIR PUBLIKASIE

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

SLUITINGSTYF 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 sluitingstyd vir die aanname van kennisgewings soos van tyd tot tyd in die *Staatskoerant* bepaal.

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

LIABILITY OF ADVERTISER

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN ADVERTERDER

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

COPY

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

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

- (1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

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

KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

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

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

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

before publication.

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

The following stamps are not acceptable:

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

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

12. Overpayments resulting from miscalculation on the part of the advertiser of the cost of publication of notice will not be refunded, unless the advertiser furnishes adequate reasons why such miscalculation occurred. In the event of underpayments, the difference will be recovered from the advertiser, and the notice(s) will not be published until such time as the full cost of such publication has been duly paid in 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 verbode 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 verbode 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 verbode aan die plasing van die kennisgewing(s) deur middel van ongekanselleerde inkomsteseëls betaal is nie.

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

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

PROOF OF PUBLICATION

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

BEWYS VAN PUBLIKASIE

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

Important Notice

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

Belangrike Kennisgewing

1. Sorg asb. dat u advertensies vroegtydig gepos word en dat die regte bedrag seëls daarop aanbring 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 kopie drie kalenderweke voor publikasie ingedien word

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

TRANSVAAL

Saak No. 8493/94

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

In die saak tussen **MERCANTILE BANK BEPERK**, Eiser, en **J A NICODEMUS**, 1ste Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n Lasbrief tot Uitwinning, sal die ondergenoemde eiendom as 'n eenheid om **11:00 op die 23ste dag van Februarie 1996** te Die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Bon Accord per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg titel en belang van Erf 8772, Uitbreiding 2 tesame met die verbeteringe of geboue daarop geleë in die Dorpsgebied van Mamelodi, gehou kragtens Akte van Transport van Huurpag No. TL 25640/87, grootte 400 (vier nul nul) vierkante meter, verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie).

Losstaande baksteen en of sement woonhuis onder sinkdak bestaande uit: Sitkamer, badkamer, aparte toilet, kombuis en drie slaapkamers.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserve.
2. Deposito van 10% kontant by toeslaan van bod. Waarborg vir balans binne 30 (dertig) dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju vir insae.

Geteken te Pretoria-Noord hierdie 12de dag van Januarie 1996.

C. J. van Wyk, vir Hack Stupel & Ross, HSR Gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. van Wyk/B47/18/EJ.)

Saak No. 1075/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **THE AFRICAN BANK LTD**, Eiser, en **M J LEBESE**, 1ste Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid om **11:00 op die 23ste dag van Februarie 1996** te die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord, verkoop word:

Die reg titel en belang van Erf 998, Blok F, tesame met die verbeteringe of geboue daarop geleë in die Dorpsgebied van Soshanguve, gehou kragtens Akte van Transport van Huurpag No. 291/89, grootte 300 (drie nul nul) vierkante meter, verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie).

Losstaande baksteen en of sement woonhuis onder sinkdak bestaande uit: Sitkamer, badkamer, aparte toilet, kombuis en drie slaapkamers.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserve.
2. Deposito van 10% kontant by toeslaan van bod. Waarborg van balans binne 30 (dertig) dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju vir insae.

Geteken te Pretoria-Noord hierdie 15de dag van Januarie 1996.

C. J. van Wyk, vir Hack Stupel & Ross, HSE Gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. van Wyk / A15/177/EJ.)

Saak No. 779/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **NEDCOR BANK BEPERK**, Eiser, en **MICHAEL JOHN SMITH**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak, sal 'n verkoping gehou word te Marshallstraat 131, Johannesburg op Donderdag die **22ste dag van Februarie 1996** of 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Veilingsafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die Kantore van die Balju Hooggeregshof, Johannesburg-Suid, voor die verkoping ter insae sal lê:

Eenheid 109 in die skema SS Southdale Mews nr 39, Johannesburg, gehou onder Titelakte nr ST30299/1993, (beter bekend as Southdale Mews 329, Melvillestraat 34, Southdale, Johannesburg).

Verbeterings: 2½ slaapkamers, sitkamer/eetkamer, kombuis, 1½ badkamers, ingeboude kaste, volvloer mat, sekuriteits-omheining, 'n gemeenskaplike swembad, braaigeriewe en speelarea vir kinders is op die perseel.

Die bovermelde inligting in verband met verbeterings op die eiendom word verstrek maar geen waarborg kan daarvoor gegee word nie.

Geliewe voorts daarop te let dat die verkoopsvoorwaardes by die kantoor van die Balju, Johannesburg-Suid te Sheffieldstraat 100, Turffontein, ingesien mag word.

Geteken te Pretoria op die 15de dag van Januarie 1996.

Van der Merwe Du Toit & Fuchs, Prokureurs vir Eiser, Sanlamsentrum, 14de Vloer, Andriesstraat 252, Pretoria. [Tel. (012) 322-8490.] (Verw. P. Smit/nvz/PN54502.)

Saak 5452/95

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **ABSA BANK BEPERK h/a ALLIED BANK**, Eksekusieskuldeiser, en **H. J. D. DEYSEL**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n Lasbrief tot Eksekusie gedateer 18 Desember 1995 sal hierdie ondervermelde eiendom geregte verkoop word op die **16de Februarie 1996 om 11:00** voor die Landdroskantoor, Kloppestraat, Rustenburg, aan die persoon wie die hoogste aanbod maak, nl:

Sekere Erf 550, geleë in die dorp Cashan, Rustenburg, Registrasie Afdeling J.Q., Transvaal, groot 1 525 (een duisend vyf honderd vyf-en-twintig) vierkante meter, gehou kragtens Transportakte No. T33943/88, onderhewig aan alsdanige voorwaardes as wat in die gemelde Akte vermeld staan of na verwys word.

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

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

Geteken te Rustenburg hede die 2de dag van Januarie 1996.

Breytenbach, Prinsloo Ingelyf, Breytenbach Prinsloogebou, Burgerstraat 122, Posbus 75, Rustenburg. (Verw. mnr. Prinsloo/LS/AC6.)

Case No. 12011/95

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **ROBERT MOLOI**, 1st Defendant

On the **16 February 1996 at 11:15** the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Right of Leasehold in respect of Erf 396, Vosloorus Ext 8, Registration Division I.R., The Province of Gauteng, situated at 396 Vosloorus Ext 8, Boksburg, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 8 January 1996.

C. K. Tucker, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H08067.)

Saaknommer M126/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KWAMHLANGA GEHOU TE KWAMHLANGA

In die saak tussen **STANDARD BANK VAN S A BPK**, Eiser, en **P K MOHLALA H/A BIG C HARDWARE**, Verweerder

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n verstek vonnis wat in bogemelde Hof op 3de Oktober 1994 toegestaan is, verkoop word op **28ste Februarie 1996 om 11:00** te die Landdroskantoor Mdujtjana in eksekusie, ooreenkomstig die Verkoopvoorwaardes wat ter insae sal lê by die Balju kantoor te Mdujtjana vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Erf 1229, geleë in die dorpsgebied Siyabuswa Groblersdal kragtens bepalinge vervat in Proklamasie R293 van 1962 groot 600 Vierkante meter, gehou kragtens Akte van Transport.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan Artikel 66 (2) van Wet 21 van 1944, sal die eiendom aan die hoogste bieder verkoop word. Indien daar 'n reserwe prys is sal dit op die dag van die veiling bekend gemaak word.

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% by sluiting van die verkoping en die balans is betaalbaar binne 30 (dertig) 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 koopprys op die datum van registrasie.

3. Die eiendom word "voetstoots" verkoop.

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

Geteken te Bronkhorstspuit op hede die 2de dag van Januarie 1996.

Geo Kilian, vir Geo Kilian Prokureurs, Krugerstraat 55, Bronkhorstspuit, 1020. (Verw. mnr. Kilian/mvt/SBK 30.)

Case No. 4770/1994

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 **CALVIN CLIVE ATTLEE**, First Defendant, **JOHANNA MARGARETHA ATTLEE**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated the 17th day of November 1995, the property listed hereunder will be sold in execution on Friday the **23rd February 1996 at 3:00 o'clock** in the afternoon in front of the Sheriff's Office, 66 Fourth Street, Springs, to the highest bidder:

Erf 1043, Casseldale Ext.2 Township, Registration Division I.R., the Province of Gauteng, measuring 1 115 (one thousand one hundred and fifteen) square metres, known as Erf 1043, Casseldale Extension 2, Township, Springs.

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 3 bedrooms, a kitchen, a lounge, a family room, 1½ bathrooms, a dining room. *Outbuilding*: 2 Garages, servant's quarters. *Fencing*: Precast. 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 16,50% (sixteen comma five per centum) per annum on all preferent creditor's claim 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 sale may be inspected at Magistrate's Court or at the Sheriff's office.

Dated at Benoni on this the 8th 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.)

Saak No. 71730/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK**, Eiser, en **JONATHAN CARLE GRAY**, 1ste Verweerder, **KAREN GRAY**, 2de Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Oos, te Fehrslaan Sentrum, Strubenstraat 130B, Pretoria, op **14 Februarie 1996 om 10:00** van:

Gedeelte 4 van Erf 2035, Faerie Glen Uitbreiding 3 Dorpsgebied, Registrasie Afdeling J.R., Transvaal, groot 820 vierkante meter, gehou kragtens Akte van Transport T97708/93 (beter bekend as Wyoningstraat 298, Faerie Glen, X3).

Besonderhede van die eiendom en die verbeterings daarop word hiermee verstrek, maar nie gewaarborg nie: *Verbeterings*: 'n Baksteen woonhuis met teëldak en volvloermatte, bestaande uit 'n ingangsportaal, sitkamer, gesinskamer, eetkamer, kombuis, opwaskamer, waskamer, 3 slaapkamers, 2 badkamers en aparte toilet. *Buitegeboue*: Motorhuis, bediendekamer en toilet.

Die eiendom is gesoneer vir woondoeleindes.

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

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

Saak No. 42074/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK**, Eiser, en **JOHANNES JOSEPHUS JUBELIUS KRUGER**, Verweerder
'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Suid, te Fehrslaan Sentrum, Strubenstraat 130B, Pretoria, op **14 Februarie 1996 om 10:00** van:

Erf 102, geleë in die dorpsgebied Doringkloof, Registrasie Afdeling J.R., Transvaal, groot 991 vierkante meter, gehou kragtens Akte van Transport T83124/91 (beter bekend as Roselaan 261, Doringkloof, Verwoerdburg).

Besonderhede van die eiendom en die verbeterings daarop word hiermee verstrek, maar nie gewaarborg nie: *Verbeterings*: 'n Baksteen woonhuis, bestaande uit 'n ingangsportaal, sitkamer, gesinskamer, studeerkamer, eetkamer, kombuis, 3 slaapkamers en 2 badkamers. *Buitegeboue*: Motorafdak, bediendekamer en toilet.

Besigtig voorwaardes by Balju, Pretoria-Suid, Hoewe 83, hoek van Gerhardstraat & Weslaan, Verwoerdburg.

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

Saak No. 77474/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK**, Eiser, en **JOHANNES HENDRIK JANSEN VAN VUUREN**, 1ste Verweerder,
AMELDA JANSEN VAN VUUREN, 2de Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Oos, te Fehrslaansentrum, Strubenstraat 130B, Pretoria, op **14 Februarie 1996 om 10:00** van:

Erf 3264, Garsfontein Uitbreiding 10 dorpsgebied, Registrasie Afdeling J.R., Transvaal, groot 1 000 vierkante meter, gehou kragtens Akte van Transport T58550/95 (beter bekend as Steekbaardstraat 716, Garsfontein, X10).

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

Verbeterings: 'n Baksteen woonhuis met teëldak en volvloermatte, bestaande uit 'n ingangsportaal, sitkamer, gesinskamer, eetkamer, studeerkamer, kombuis, waskamer, 3 slaapkamers, 1 badkamer en aparte toilet.

Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by Balju Pretoria-Oos, Fehrslaansentrum, Strubenstraat 103B, Pretoria.

W.H. Kriel, vir Tim Du Toit & Kie. Ingelyf. (Tel: 320-6753.) (Verw. Mej. Kriel.)

Case No. 95/11041

P.H. 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **THE STANDARD BANK OF S.A. LTD**, Execution Creditor, and **NKOSI, NOMSA MARIA**,
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, Benoni on **15 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, Benoni, 49 Kemston Avenue, Benoni prior to the sale:

Certain Portion 291 (a portion of Portion 96) of the farm Putfontein No. 26, Registration Division I.R. Transvaal; Being 96, Bloekom Street, of the farm Putfontein No. 26, Benoni, measuring 2,5814 (two comma five eight one four) hectares.

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

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

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

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

Dated at Johannesburg this 8th day of January 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N.348.)

Case No. 1293/94
P.H. 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **THE STANDARD BANK OF S.A. LTD**, Execution Creditor, and **McINNES, PETER**, 1st Execution Debtor,
McINNES, DYANN, 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, Benoni on the **15 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, Benoni, 49 Kemston Avenue, Benoni prior to the sale:

Certain Remaining Portion of Portion 21 (a portion of portion 16) situated in the Township of the Farm Petit 28, Registration Division I.R. Transvaal; being 21 Holding Street, Petit, Benoni, measuring 1,1895 (one comma one eight nine five) 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, 3 bedrooms, 1 bathroom with outbuildings with similar construction comprising of servant's room.

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

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M773.)

Case No. 3455/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **STANDARD BANK OF SOUTH AFRICA LIMITED**, Plaintiff, and **GERT CORNELIUS GOSS**,
1st Defendant, **JUDITH MARY GOSS**, 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 The Supreme Court, Potchefstroom at **10:00 on 16th February 1996** at the Main entrance to the Magistrate's Court, Van Riebeeck Street, Potchefstroom, 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:

Remaining Portion of Portion 462 (a Portion of Portion 14) of the Farm Vyfhoek 428, Registration Division IQ, Transvaal, measuring 2,5991 hectares, held by virtue of Transfer Deed T5277/1989, known as 462 Farm Vyfhoek, Potchefstroom.

The following information is furnished, though in this regard nothing is guaranteed: "A very large dwelling with expensive internal finishes. A good design and well maintained property situated $\pm$ 4km out of town on the Johannesburg road, comprising of entrance hall, lounge, dining/family room, kitchen, laundry, 6 bedrooms, 4 bathrooms, separate toilet, music room, private lounge. Outbuildings consist of 4 garages, laundry, and well kept garden."

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

Conditions: The Conditions of sale may be inspected at the offices of the Sheriff, Potchefstroom, 20 Borrius Street, Baillie Park, 2520.

Dated at Pretoria this 13th day of December 1995.

Savage Jooste & Adams Inc., Plaintiff's Attorneys, Savage Jooste and Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Kartoudes/eab/54657.)

Case No. 10241/95

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

In the matter between **THE STANDARD BANK OF SA LTD**, Plaintiff, and **PETROS MUSA MAKHANYA**, First Defendant,
SONTO NTOMBENHLE MAKHANYA, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the abovementioned suit, a sale will be held in front of the Magistrate's Court, Piet Retief, on **Friday, 9 February 1996 at 10:00** of the undermentioned property of the defendants on the conditions to be read out by the Auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Erf 961, situated in the Town of Piet Retief Extension 6, Registration Division HT, Transvaal (also known as 6 South Street, Piet Retief Extension 6), measuring 1 035 (One Thousand and Thirty Five) square metres, held under Deed of Transfer T1488/95, subject to the terms and conditions therein referred to and more especially the reservation of mineral rights.

The following information is furnished re the improvements though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining room, kitchen, 3 bedrooms, 2 bathrooms/wc, shower and 1 garage.

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

Dated at Pretoria this 5th day of December 1995.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S552/95.)

Case No. 17077/95

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

In the matter between **THE STANDARD BANK OF S.A. LIMITED**, Plaintiff, and **ANNALY JOAN HARDING**, First Defendant,
JOHN HARDING, Second Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff Pretoria East, Fehrs Lane Centre, 130B Struben Street, Pretoria, on **Wednesday 14 February 1996 at 10:00**.

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

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

Property: Erf 964, Garsfontein Extension 3 Township, Province of Gauteng, measuring 1 147 square metres, also known as 649 Keeshond Street, Garsfontein.

Improvements: House-entrance hall, lounge, diningroom, family room, study, bar, billiard room, kitchen, 3 bedrooms, 2 bathrooms with toilet, 2 garages, outside room with toilet and shower, swimmingpool and stoep.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee eb s1940.)

Saak No. 24871/94

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

In die saak tussen **ABSA BANK BEPERK** (handeldrywende as onder andere VOLKSKAS BANK), Eiser, en **LOUIS CLOETE INGELYF**, Eerste Verweerder, **LOUIS MARTIN CLOETE**, Tweede Verweerder

'n Verkoop in eksekusie word gehou deur die Balju Pretoria-Oos, te Fehrslaan Sentrum, Strubenstraat 130B, Pretoria, op **14 Februarie 1996 om 10:00** van die volgende vaste eiendom:

Gedeelte 1 van Erf 330, geleë in die dorpsgebied Muckleneuk, Registrasie Afdeling J.R., Gauteng, groot 1159 vierkante meter, gehou kragtens Akte van Transport T42718/1967 (geleë te Smithstraat 179A, Muckleneuk), en bestaan uit die volgende:

Dubbelverdieping woonhuis met beton dak. Ingangsportaal, sitkamer met balkon, studeerkamer, sonkamer, 4 slaapkamers, 3 badkamers, 2 toilette en stort. *Buitegeboue:* Ateljee (35vk meter) met toilet en stort. Afdak vir 4 motors. Swembad.

Vloere: Volvloer mat, teëls en houtblokkiesvloere.

Besonderhede word nie gewaarborg nie.

Besigtig verkoopvoorwaardes by Balju Pretoria-Oos, Fehrslaan Sentrum, Strubenstraat 130B, Pretoria.

Tim du Toit & Kie. Ingelyf. (Tel. 320-6753.) (Verw. Beukes/LB.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ALLIED BANK**, Plaintiff, and **MHLUPHEKI ALFRED MPHUTHI**, Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution the Defendant's right, title and interest in and to the following property shall be sold in execution by the Sheriff on **Friday the 16th February 1996 at 09:00** at the Magistrate's Court, Begemann Street, Heidelberg, without reserve to the highest bidder:

Certain Erf 1487, Ratanda Township, Registration Division I.R., Transvaal, also known as 1487, Ratanda, Heidelberg, measuring 260 square metres, held by Certificate of Registered Grant of Leasehold No. TL 79381/1988.

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

Dwelling house: Single storey dwelling with I.B.R. roof, consisting of 1 bedroom, open plan lounge/kitchen, 1 bathroom.

Conditions of sale:

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

2. The purchaser shall pay a deposit of 10% (ten percent) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance plus interest at the rate of 17,00% against transfer to be secured by a bank guarantee to be approved by Plaintiff's attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the Sheriff of the Supreme Court's Office, Begemann Street, Heidelberg.

Dated at Springs on this the 4th day of January, 1996.

B. Cooper, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 4th Street, Springs. (Tel. 812-1050.) (Ref. Mr Cooper/JD/B14995.)

Case No. 95/14993

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ALLIED BANK**, Plaintiff, and **LATHAPARASTH NARANSAMY**, First Defendant,
ZARINA NARANSAMY, Second Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution the following property shall be sold in execution by the Sheriff on **Friday, the 16th February, 1996 at 11:00** at the Sheriff's Office, 439 Prince George Avenue, Brakpan, without reserve to the highest bidder:

Certain Portion 2 of Erf 1117, Geluksdal Township, Registration Division I.R., Transvaal, also known as 729 B Blyeversekering, Geluksdal, Brakpan, measuring 562 square metres, held by Deed of Transfer No. T25007/1991.

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

Dwelling house: Brick building with tiled roof, with kitchen, lounge, 2 bedrooms, one bathroom with toilet, pre-cast fencing.

Conditions of sale:

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

2. The purchaser shall pay a deposit of 10% (ten percent) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance plus interest at the rate of 17,25% p.a. against transfer to be secured by a bank guarantee to be approved by Plaintiff's attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the Sheriff of the Supreme Court's Office, 439 Prince George Avenue, Brakpan.

Dated at Springs on this the 4th day of January, 1996.

B. Cooper, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 4th Street, Springs. (Tel. 812-1050.) (Ref. Mr Cooper/JD/B26495.)

Saak No. 12138/95

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

In die saak tussen **ABSA BANK BEPERK** h/a UNITED BANK, Eksekusieskuldeiser, en **PIETER GOOSEN VISAGIE**, 1ste Eksekusieskuldenaar, **FRANCINA PETRONELLA JOHANNA ELIZABETH VISAGIE**, 2de Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n Lasbrief vir Eksekusie gedateer die 30ste dag van Oktober 1995 die hiernagenoemde eiendom op Woensdag die **21ste dag van Februarie 1996 om 10:00** by die eiendom self bekend as: 6A James Wrightstraat, Norkem Park, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopswaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopswaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park:

Erf: Gedeelte 1 van Erf 503, Norkem Park Dorpsgebied, Registrasie Afdeling I R Transvaal, groot 1 221 vierkante meter, ook bekend as 6A James Wrightstraat, Norkem Park, Kempton Park, gehou onder Akte van Transport T6787/93.

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

Verbeterings: 1 Sitkamer, 2 badkamers, 1 eetkamer, 2 toilette, 3 slaapkamers, 1 motorhuis, 1 kombuis, oprit, alles onder 'n teëldak 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 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 4de dag van Januarie 1996.

M M Cowley, vir Johan Jacobs & Malcolmmoodie, 2de Vloer, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216. (Verw: mev. Cowley/DE/LU1517.)

Saak No. 11546/95

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

In die saak tussen **ABSA BANK BEPERK** h/a UNITED BANK, Eksekusieskuldeiser, en **MARIUS REDELINGHUIS**, 1ste Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n Lasbrief vir Eksekusie gedateer die 31ste dag van Oktober 1995 die hiernagenoemde eiendom op Woensdag die **21ste dag van Februarie 1996 om 11:00** by die eiendom self bekend as: 21 Hampton Hof, The Thames Loop, Rooihoutstraat, Terenure, 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 58 van Erf 977, Terenure Uitb 16 Dorpsgebied, Registrasie Afdeling I R Transvaal, groot 408 vierkante meter, ook bekend as 21 Hampton Hof, The Thames Loop, Rooihoutstraat, Terenure, Kempton Park, gehou onder Akte van Transport T76712/94.

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

Verbeterings: 1 Sitkamer, 1 badkamer, 1 eetkamer, 1 toilet, 2 slaapkamers, afdak, 1 kombuis, oprit, alles onder 'n teël dak en omhein met mure.

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

Gedateer te Kempton Park hierdie 4de dag van Januarie 1996.

M M Cowley, vir Johan Jacobs & Malcolmmoodie, 2de Vloer, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216. (Verw: mev. Cowley/DE/LU2042.)

Saak No. 11548/95

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

In die saak tussen **ABSA BANK BEPERK** h/a UNITED BANK, Eksekusieskuldeiser, en **HENDRIK PETRUS JACOBUS PAVIER**, 1ste Eksekusieskuldenaar, **HELEN EVELIEN LOURENS**, 2de Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n Lasbrief vir Eksekusie gedateer die 15de dag van November 1995 die hiernagenoemde eiendom op Woensdag die **21ste dag van Februarie 1996 om 14:00** by die eiendom self bekend as: Maricostraat 2, Norkem Park Uitb 3, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopswaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopswaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park:

Erf 1788, Norkem Park Uitb 3 Dorpsgebied, Registrasie Afdeling I R Transvaal, groot 982 vierkante meter, ook bekend as Maricostraat 2, Norkem Park Uitb 3, Kempton Park, gehou onder Akte van Transport T59541/93.

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

Verbeterings: 1 Sitkamer, 2 badkamers, 1 eetkamer, 2 toilette, 3 slaapkamers, afdak, 1 familie/TV kamer, 1 kombuis, oprit, alles onder 'n teël dak en omhein met beton mure.

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

Gedateer te Kempton Park hierdie 4de dag van Januarie 1996.

M M Cowley, vir Johan Jacobs & Malcolmmoodie, 2de Vloer, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216. (Verw: mev. Cowley/DE/LU2043.)

Case No. 18871/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **THE STANDARD BANK OF SA LTD**, Plaintiff, and **STEPHEN THABO MOOPI**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the abovementioned suit, a sale will be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort [just north of the Sasko Mills, Old Warmbaths Road, Bon Accord], on Friday, **9 February 1996 at 11:00** 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 prior to the sale:

Erf 172, The Orchards Extension 5 Township, Registration Division JR, Transvaal (also known as 10 Taljaard Street, The Orchards X5), in extent 1 170 (one thousand one hundred and the seventy) square metres, held by Deed of Transfer T30742/95.

Subject to the conditions stated therein and specially subject to the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining room, study, kitchen, 3 bedrooms and 2 bathrooms/wc.

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

Dated at Pretoria this 5th day of January 1996.

E M Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel: (012) 320-8500.] (Ref: EME/ep S1231/95.)

Case No. 15015/95

PH388/DX516/J21

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **CLARKE: HENRY JOHN**, First Defendant, **MEYER: PATRICK ERROL**, Second Defendant and **VAN WYK: PIETER**, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Overvaal Building, 28 Krugerlaan, Vereeniging, at **10:00 on Thursday 15 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 146 (a portion of portion 6) of the farm Elandsfontein 334, Registration Division I.Q., Province of Pretoria-Witwatersrand-Vereeniging, area 9,4219 (nine comma four two one nine) hectares, situated at Portion 160 (a ptn of ptn 6) of the farm Elandsfontein 334.

Improvements (not guaranteed): "A house under tiled roof consisting of 4 bedrooms, 2 bathrooms, kitchen, lounge, dining-room, familyroom, garage, servant's quarters with swimming pool."

Terms: 10% of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against 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 3 January 1996.

F.R.J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg (Tel: 331-8535.) (Ref: Foreclosures/Z625.)

Saaknommer 9071/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS BANK BEPERK**, Eiser, en **LOURENS MARTHINUS DU TOIT**, Verweerder

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

Eiendom: Erf 1050, Rant-en-Dal X3 Dorpsgebied, Reg. Afd. I.Q., Transvaal.*Ligging:* Erf 1050, Rant-en-Dal X3 Dorpsgebied (Korhaanstraat 21) in eksekusie verkoop op **14 Februarie 1996 om 10:00** deur die Balju by sy kantoor te Klaburn Hof, Ockersestraat 22B, Krugersdorp.*Verkoopsvoorwaardes:* Die verkoping is voetstoots aan die hoogste bieder onderhewig aan die Landdroshowewet, verkoopsvoorwaardes en 'n 10% deposito word vereis.

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

Case No. 22827/95

PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **DU PLESSIS: ANDRE FRANCOIS**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 9 Elna Randhof Building, corner of Selkrik & Blairgowrie Drive, Randburg at **10:00** on Tuesday **13 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 4 and exclusive use area parking bay P7 and their undivided share in the common property in the Key Largo Sectional Title Scheme, area 67 (sixty-seven) and 13 (thirteen) square metres, respectively, situation Section 4 (Flat No. 7), Key Largo, corner of River & Casper Roads, Malanshof Ext 5.

Improvements (not guaranteed): "A Sectional Title Unit consisting of Bedroom, Bathroom, Kitchen and Lounge with Parking area."

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

Dated at 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. ForeclosuresZ779.)

Case No. 63837/95

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

In the matter between **FIRST NATIONAL BANK**, Plaintiff, and **109/9 MID-ENNERDALE PROPERTY CC**, Defendant

Ingevolge 'n Vonnis van die Landdroshof te Johannesburg en 'n Lasbrief vir Eksekusie gedateer 10 Augustus 1995, sal die volgende eiendom in eksekusie verkoop word te die Balju se kantore, Beaconsfieldlaan 41A, Vereeniging op die **14de dag van Februarie 1996, om 10:00** aan die hoogste bieder naamlik:

Resterende gedeelte van Erf 109, Mid-Ennerdale, Dorpsgebied, Registrasie Afdeling I.Q., Transvaal; groot 991 (negehoonderd een-en-negentig) vierkante meter; gehou kragtens Titellakte No. T.60185/1994.

Ook bekend as 109/9 8ste Laan, Mid Ennerdale.

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

Hoofgebou: 1 sitkamer; 3 slaapkamers, 1 badkamer en toilet; 1 kombuis.*Buitegeboue:* 2 motorhuise.*Titellakte voorwaarde:* Streng vir woning doeleindes alleenlik.

Terme: Tien persent (10%) van die koopprijs in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, verseker te word deur 'n goedgekeurde bank- of bouvereniging waarborg binne 15 (vyftien) dae na datum van verkoping.

Die Verkoopsvoorwaardes mag gedurende kantoorure te Kantore van die Balju vir Vereeniging ondersoek word.

Gedateer te Johannesburg op 5 Januarie 1996.

Brian Alberts & Vennote, 1ste Vloer, Protea Sentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 36/95B.)

Case No. 16170/95

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

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED**, Plaintiff, and **JONATHAN DOMINIC BYRNE**,
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, Halfway House/Alexandra at 1st Floor, Block B, Lochner Park, cor. Richards Drive & Suttie Avenue, Halfway House, at **14h30 on Wednesday, 21st February 1996** 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, Halfway House/Alexandra, 1st Floor, Block B, Lochner Park, cor. Richards Drive & Suttie Avenue, Halfway House.

(a) Section No. 21 as shown and more fully described on Sectional Plan No. SS393/88 in the scheme known as Northfields in respect of the land and building or buildings situated at Erf 69, Buccleuch Local Authority City Council of Sandton of which the floor area according to the said sectional plan, is 63 (sixty-three) square metres, in extent known as Unit 21, Northfields, 69 Fife Street (Stand) Buccleuch, Sandton 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 virtue of Deed of Transfer no. ST80039/94.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed:

A unit consisting of entrance hall, lounge, diningroom, kitchen, 2 bedrooms, bathroom/toilet. Outbuildings - 1 carport.

Dated at Pretoria on this the 9th 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.] (Ref. D. Frances/JD HA3059.)

Saak No. 9912/95

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

In die saak tussen **ABSA BANK BEPERK**, h/a United Bank, Eksekusieskuldeiser, en **LESLIE NIELSEN HITGE**,
1ste Eksekusieskuldenaar, **CECELIA JOHANNA JACOBA HITGE**, 2de Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n Lasbrief vir Eksekusie gedateer die 31ste dag van Augustus 1995 die hiernagenoemde eiendom op Dinsdag die **13de dag van Februarie 1996 om 11:00** by die eiendom self bekend as: 20 Egretlaan, Birch Acres X17, 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 2839, Birch Acres X17 Dorpsgebied, Registrasie Afdeling I R Transvaal, groot: 836 vierkante meter, ook bekend as 20 Egretlaan, Birch Acres X 17, Kempton Park, gehou onder Akte van Transport T 17740/93.

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

Verbeterings: 1 sitkamer, 1 badkamer, 1 eetkamer, 1 toilet, 3 slaapkamers, 1 afdak, 1 kombuis, alles onder 'n teel dak en omhein met beton mure.

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

Gedateer te Kempton Park hierdie 8ste dag van Januarie 1996.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, 2de Vloer, Myrtle Gebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. Mev Cowley/DE/LU1991.)

Saak No. 6018/95

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

In die saak tussen **ABSA BANK BEPERK**, h/a United Bank, Eksekusieskuldeiser, en **MXOLISI SHEPERD HLANGWANA**,
1ste Eksekusieskuldenaar, **NKOSINGIPHILE HENDRIETTA HLANGWANA**, 2de Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n Lasbrief vir Eksekusie gedateer die 12de dag van Junie 1995 die hiernagenoemde eiendom op Woensdag die **14de dag van Februarie 1996 om 15:00** by die eiendom self bekend as: Keirilaan 13, Kempton Park Wes, 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 491, Kempton Park Wes Dorpsgebied, Registrasie Afdeling I R Transvaal, groot: 612 vierkante meter, ook bekend as Keirilaan 13, Kempton Park Wes, Kempton Park, gehou onder Akte van Transport T 58786/94.

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

Verbeterings: 1 sitkamer, 1 badkamer, 1 eetkamer, 1 toilet, 3 slaapkamers, 1 kombuis, afdak, oprit, alles onder 'n teel dak en omhein met beton mure.

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

Gedateer te Kempton Park hierdie 9de dag van Januarie 1996.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, 2de Vloer, Myrtle Gebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. Mev Cowley/DE/LU1899.)

Saak No. 9901/95

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

In die saak tussen **ABSA BANK BEPERK**, handel drywende as **UNITED BANK**, Eksekusieskuldeiser, en **TREVOR STUART GOWER**, 1ste Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n Lasbrief vir Eksekusie gedateer die 4de dag van September 1995 die hiernagenoemde eiendom op **Dinsdag die 13de dag van Februarie 1996 om 10:00** by die eiendom self bekend as: 16 Ceylonweg, Glen Marais, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopsvoorwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopswaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park:

Erf: Erf 454 Glen Marias Dorpsgebied, Registrasie Afdeling I R Transvaal, groot 1 488 vierkante meter, ook bekend as 16 Ceylonweg, Glen Marais, Kempton Park, gehou onder Akte van Transport T 15032/94.

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

Verbeterings: 1 Sitkamer, 2 badkamers, 1 eetkamer, 2 toilette, 3 slaapkamers, 2 motorhuise, 2 afdakke, 1 kombuis, 1 familie/TV kamer, oprit, alles onder 'n teel dak en omhein met beton mure.

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

Gedateer te Kempton Park hierdie 8ste 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/LU1992.)

Saak No. 16253/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA BANK BEPERK**, Eiser, en **CLOETE, JOHANNES HENDRIK**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogemelde 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-Sentraal te Marshallstraat 131, Johannesburg, op die **15de dag van 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 Marshallstraat 131, Johannesburg, 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 152 in die gebou of geboue bekend as Eastgate geleë te Hillbrow Dorpsgebied, Plaaslike Afdeling Johannesburg, groot 28 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Deeltitel Nr. ST35/1983 (152) (UNIT).

Beskrywing: 'n Wooneenheid geleë te Eastgate No. 1108, hoek van Twist en Bokstrate, Hillbrow en bestaande uit: Sitkamer, een slaapkamer, badkamer en kombuis.

Terme: Tien Persent (10%) van die Koopprijs en Afslaersgelde (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 8ste dag van Januarie 1996.

Scholtz & Botha, Eiser se Prokureurs, 9de Vloer, North State Gebou, hoek van Mark en Kruisstrate, Johannesburg. (Tel. 47-1318.) (Balju/Afslaer se Tel. 331-9837.) (Verw. mn. Scholtz/vb/CU0081.)

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA BANK BEPERK**, Eiser, en **MASUKU, FRANCIS KAYENDELA**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogemelde saak en 'n Lasbrief tot Uitwinning uitgereik op 12 Oktober 1995, sal 'n verkoping van onroerende eiendom gehou word te die Verkoopslokaal van die Balju van die Hooggeregshof, Johannesburg-Sentraal te Marshallstraat 131, Johannesburg, op die **15de dag van 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 Marshallstraat 131, Johannesburg, 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 95 in die skema bekend as San Jose ten opsigte van die gebou of geboue geleë te Berea Dorpsgebied, Plaaslike Afdeling, Johannesburg, groot 48 vierkante meter, gehou kragtens Akte van Transport Nr. ST31077/1992.

Beskrywing: 'n Wooneenheid geleë te San Jose 911, hoek van Olivia and Lilyweg, Berea en bestaande uit: Kombuis/eetkamer, een slaapkamer en badkamer.

Tien persent (10%) van die Koopprijs en Afslaersgelde (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 5de dag van Januarie 1996.

Scholtz & Botha, Eiser se Prokureurs, 9de Vloer, North State Gebou, hoek van Mark en Kruisstrate, Johannesburg. (Tel. 472-1318.) (Balju/Afslaer se Tel. 331-9837.) (Verw. mnr. Scholtz/vb/CU0085.)

Case No. 14483/1993

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 **DAVID ERASMUS VAN NIEKERK**, First Defendant, **ELSIE MARIA ELIZABETH VAN NIEKERK**, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution issued on the 17th day of November 1995, the property listed hereunder will be sold in execution on Friday, the **16th day of February 1996 at 11:00** in the forenoon at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Remaining Extent Erf 1562, Brakpan Township, Registration Division I.R., the Province of Gauteng, measuring 496 (four hundred and ninety-six) square metres, known as 154A Northdene Avenue, Brakpan.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: Main Building: Brick, plaster & paint under corrugated iron residence comprising of 1 lounge, 3 bedrooms, bathroom, kitchen. Added to building: Back stoep, 1 toilet. Outbuildings: Single garage, 1 housekeepers room, toilet. Fencing: Bricks. 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 17,25% (one seven comma two five per centum) per annum on all preferent creditors' 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 sale may be inspected at Magistrate's Court or at the Sheriff's office.

Dated at Benoni on this 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. (Ref. HJF/Miss Nagar.)

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN LADISMITH GEHOU TE LADISMITH

In die saak tussen **D E DE VILLIERS**, Vonnisskuldeiser, en **J L ERASMUS**, Vonnisskuldenaar

Ingevolge 'n vonnis van die bogemelde Agbare Hof gevel op 7 September 1994 en 'n lasbrief vir eksekusie, heruitgereik op 30 November 1995, sal die ondergenoemde goed in eksekusie aan die hoogste bieder verkoop word op Vrydag, **16 Februarie 1996 om 10:00** (10 uur voormiddag), voor die Landdroskantoor, Ladismith, geleë te Koningstraat, Ladismith.

Goed wat verkoop word: Die belang van die Vonnisskuldenaar Jacobus Lodewicus Erasmus, Identiteitsnommer 3703085054001, in die koopkontrak aangegaan deur en tussen Jan de Villiers Ellis (as verkoper) en Jacobus Lodewicus Erasmus (as koper) op 24 Augustus 1992 met betrekking tot sekere onroerende goed beskryf as Restant van Erf 164, Ladismith in the munisipaliteit van Ladismith en afdeling van Ladismith, provinsie Wes-Kaap, groot 1 071 vierkante meter, gehou deur Jan de Villiers Ellis Kragtens Transportakte No. T1656/1991 ook bekend as Koningstraat 13, Ladismith.

Die volgende verbeterings is op die onroerende eiendom hierin beskryf, aangebring, alhoewel geen waarborg in verband daarmee gegee word nie: Een onvoltooide woonhuis.

Voorwaardes van verkoping: Die belangrikste voorwaardes vervat in die volledige voorwaardes van verkoop is die volgende:

1. Die verkoping sal onderhewig wees aan die bepalinge van die Wet op Landdroshof, die reëls daaronder uitgevaardig en ook die voorwaardes van die titelakte waaronder die eiendom gehou word.
2. Die belang in die eiendom word voetstoots verkoop, sonder voorbehoud, aan die hoogste bieder.
3. Die koopprys sal onmiddellik by aangaan van die koop betaalbaar wees.
4. Die koper sal aanspreeklik wees vir betaling van hereregte, indien betaalbaar.
5. Geen B.T.W. is betaalbaar op die koopprys nie.
6. Die koper sal aanspreeklik wees vir betaling van die Balju se fooi en kommissie bereken teen 4% (vier persent) van die koopprys asook die koste van advertensie, kennisgewing van verkoping en voorwaardes van verkoop.
7. Koper sal alle verpligtinge van die koper onder die gemelde bestaande koopkontrak oorneem en alle munisipale belastinge en heffings om transport van die eiendom te verkry, betaal.
8. Die volledige voorwaardes van verkoop sal voor die veiling voorgelees word en sal ter insae lê by die kantoor van die Eiser se prokureurs, sowel as by die kantoor van die Balju, Ladismith, te Koningstraat 43, Ladismith.

Geteken te Ladismith op hierdie 13de dag van Desember 1995.

Blyth & Coetzee, Eiser se Prokureurs, Kerkstraat 24, Ladismith, 6885. [Tel. (028) 51-1020.]

Saak No. 6751/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen **N D SEKHUKHUNE**, Eiser, en **M O SEKHUKHUNE**, Verweerder

Geliewe kennis te neem dat die ondergemelde eiendom na aanleiding van verstek vonnis wat toegestaan is op 3 Maart 1995 en 'n lasbrief vir eksekusie wat uitgereik is op 8 Maart 1995 op Vrydag, die **9de dag van Februarie 1996 om 10:00** te die Landdroshof, Delvillestraat, Witbank in eksekusie verkoop sal word ooreenkomstig die verkoopsvoorwaardes wat ter insae lê by die Balju, Witbank vir 'n periode van 10 (tien) dae voor die verkoping te wete:

Sekere: Een onverdeelde halwe aandeel in Erf 415, Clewer, Witbank.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet 32 van 1994 is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.
2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode of die kontantgeld betaal, of 'n goedgekeurde waarborg lewer vir betaling van die balans van die koopprys op datum van registrasie.
3. Die eiendom word voetstoots verkoop en die eksekusieskuldeiser sal nie verantwoordelik wees vir enige gebreke in die eiendom, verborge of andersins.
4. Die koper sal aanspreeklik wees vir alle agterstallige belastinge, heffings ensovoorts op die eiendom asook rente op die koopprys soos deur die skuldeiser bepaal.
5. Die verkoopsvoorwaardes sal vir insae lê by die Balju Kantore, Witbank.

Geteken te Witbank op hede die 5de dag van Januarie 1996.

Erasmus Ferreira & Ackermann, Posbus 686, Athlonestraat, Athlonesentrum, Witbank. (Tel. 6561711.) (Verwys: YV/S1066.)

Saak No. 6511/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen **STADSRAAD VAN WITBANK**, Eksekusieskuldeiser, en **J L GROBLER**, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 15 Februarie 1995 toegestaan is, op **9 Februarie 1996 om 10:00**, te Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere: Erf 589, geleë in die dorpsgebied van Clewer; Registrasie Afdeling JS Transvaal, groot 273 (twee sewe drie) vierkante meter, gehou kragtens Akte van Transport T49754/1980).

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

2. Die 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 belastinge, heffings ensovoorts op die eiendom asook rente op die koopprijs soos deur die Skuldeiser bepaal.

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

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

Saak No. 382/95

IN DIE LANDDROSHOF VIR DIE DISTRIK MESSINA GEHOU TE MESSINA

In die saak tussen **EERSTE NASIONALE BANK VAN SA BPK**, en **MADALA JACKSON NKUNA**, Eerste Verweerder, **GODLEAN BUSIWANA NKUNA**, Tweede Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie, gedateer 11 Augustus 1995, vir betaling van die bedrag van R58 949,70 plus rente en kostes (getakseer te word) en die verdere kostes van beslaglegging en uitwinning, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof voor die kantore van die Landdroshof te Flaxlaan, Messina, om **14:00** op Woensdag, die **14de dag van Februarie 1996**, sonder 'n reserwe en aan die hoogste bieder:

Erf 1207, geleë in die dorpsgebied van Messina-Nancefield, Uitbreiding 2, Registrasie Afdeling M.T. Noordelike Provinsie, groot 313 vierkante meter, gehou kragtens Akte van Transport B12851/94.

Verbeterings (welke besonderhede nie gewaarborg word nie en voornemende kopers moet hulself vergewis): Baksteenhuis onder teëldak met sitkamer, kombuis, twee slaapkamers en badkamer. Vloerbedekking: Sement.

Die vernaamste voorwaardes van die verkoping is:

1. Tien persent (10%) van die koopsom met toeslaan van die bod in kontant of by wyse van bankgewaarborgde tjek. Vir die balans en rente, @ 18,25% per jaar tot datum van transport moet die koper die afslaer binne 14 (veertien) dae na datum van verkoping, van 'n goedgekeurde bank- of bougenootskapswaarborg voorsien betaalbaar teen transport.

2. Die eiendom word voetstoots te koop aangebied en is die verkoping onderhewig aan:

2.1 Die Wet op Landdroshowe en die reëls daarvan;

2.2 Die voorwaardes van die titelakte;

2.3 Die verkoopsvoorwaardes wat by die kantoor van die Balju vir insae lê en wat onmiddellik voor die verkoping, uitgelees sal word.

Geteken te Messina op hierdie 4de dag van Januarie 1996.

Deon Retief, Prokureur vir Vonnisskuldeiser, Limpopolaan 10/Posbus 356, Messina, 0900. (Verw. mnr. Retief/rm/2821.)

Saak No. 68068/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK**, Eiser, en **DEON NEL**, 1ste Verweerder, **MARTHINA STOFFELINA GOUWS**, 2de Verweerder

'n Eksekusieverkoping word gehou deur die Balju Pretoria-Suid, te Fehrslaansentrum, Strubenstraat 130B, Pretoria, op **14 Februarie 1996 om 10:00** van:

Erf 19, geleë in die dorpsgebied Tamara Park, Registrasieafdeling J.R., Transvaal, groot 2 192 vierkante meter, gehou kragtens Akte van Transport T56061/90 (beter bekend as Parkstraat 18, Tamarapark, Verwoerdburg).

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

Verbeterings: 'n Baksteen woonhuis bestaande uit 'n ingangsportaal, sitkamer, gesinskamer, eetkamer, kombuis, 3 slaapkamers, 2 badkamers en kroeg. *Buitegeboue:* Enkel motorhuis, bediendekamer en toilet. *Ander:* Aparte woonstel.

Besigtig voorwaardes by Balju Pretoria-Suid, Hoewe 83, hoek van Gerhardstraat en Weslaan, Verwoerdburg.

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

Case No. 93/80636

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

In the matter between **ABSA LIMITED**, trading as **TRUST BANK**, a division of **ABSA LIMITED**, Execution Creditor, and
JOHNNY PRICE, Execution Debtor

Be pleased to take notice that on **Friday the 16th day of February 1996 at 11:15** the undermentioned property will be sold in execution at the offices of The Sheriff of the Court, First Floor, Executor Forum, 182 Leeuwpoot Street, Boksburg:

Certain Erf 269, Atlasville Extension 2 Township, Registration Division I.R., The Province of Gauteng, measuring 1 195 square metres in extent and held by Deed of Transfer No. T43559/1988, situated at 39 Protea Street, Atlasville Extension 2.

Description: A dwelling consisting of lounge, dining room, three bedrooms, two bathrooms, two toilets and kitchen. *Outbuildings:* Servant's quarters, two garages.

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

2. The purchaser shall pay 10% of the price plus 4% Sheriff's commission plus Value-Added Tax thereon, on the date of sale and the balance plus interest at the Execution Creditor's current lending rate on transfer, to be secured by acceptable guarantee within 14 (fourteen) days of the sale.

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

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

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

Dated at Johannesburg on this the 11th day of January 1996.

J. Meiring, for Van de Venter, Meiring Inc., Attorneys for Plaintiff, Suite 715, 7th Floor, Carlton International Trade Centre, Commissioner Street, Johannesburg. [Tel. (011) 886-0500.] (Ref. S. Pitchers/Z04642.)

Saak No. 93/80636

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **ABSA BEPERK**, handeldrywende as **TRUST BANK**, 'n afdeling van **ABSA BEPERK**, **Eksekusieskuldeiser**, en **JOHNNY PRICE**, **Eksekusieskuldenaar**

'n Verkoop sonder voorbehoud, sal gehou word by die Kantore van die Balju te 1ste Vloer, Executor Forum, Leeuwpootstraat 182, Boksburg, om **11:15 op Vrydag, die 16de dag van Februarie 1996**, van die ondergenoemde eiendom op voorwaardes wat geinspekteer mag word by die kantore van die Balju voor die verkoping:

Erf 269, Atlasville Uitbreiding 2 Dorpsgebied, Registrasie Afdeling I.R., Gauteng Provinsie, grootte 1 195 vierkante meter, synde Proteastraat 39, Atlasville Uitbreiding 2.

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

Geboue en verbeterings: 'n Huis met sitkamer, eetkamer, drie slaapkamers, twee badkamers, twee toilette en kombuis. *Buitegeboue:* Bediendekamer en twee motorhuise.

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

Gedateer te Johannesburg hierdie 11de dag van Januarie 1996.

J. Meiring, vir Van de Venter, Meiring Inc., Eksekusieskuldeiser se Prokureurs, Suite 715, 7de Verdieping, Carlton International Trade Centre, Commissionerstraat, Johannesburg. [Tel. (011) 886-0500.] (Ref. S. Pitchers/Z04642.)

Case No. 9636/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **SAHLAKO SOLOMON MASEEMA**, 1st Defendant, and
MARIA PITJANE MASEEMA, 2nd Defendant

Notice is hereby given that on the **16 February 1996, at 11:00** the undermentioned property will be sold by Public Auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan pursuant to a Judgment in this matter granted by the above Honourable Court on 4 May 1995, namely:

Certain Erf 18284, Tsakane Ext 8, Registration Division I.R the Province of Gauteng, situated at 18284 Tsakane Ext 8, Brakpan.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of: 2 bedrooms, bathroom, kitchen, lounge.

The full Conditions of Sale may be inspected at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan.

Dated at Boksburg on this the 8 January 1996.

C. K. Tucker, for Tuckers Inc., 2nd Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel: 892-3400.) (Ref: Mrs L. Pinheiro/H05001.)

Case No. 9390/92

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **IZAK MOSIA**, 1st Defendant, and
SPAPANE JANE MOSIA, 2nd Defendant

On the **16 February 1996 at 11:15** the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Right of Leasehold in respect of Erf 20194, Vosloorus Ext 30, Registration Division I.R. the Province of Gauteng, situated at 20194 Vosloorus Ext 30, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 8 January 1996.

C. K. Tucker, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel: 892-3400.) (Ref: Mrs L. Pinheiro/H0599.)

Saak No. 4225/94

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **EERSTE NASIONALE BANK BEPERK**, Eiser, en **JOHAN GROBLER**, Verweerder

Eksekusieverkoping gehou te word te die kantore van die Balju, Fehrslaan Sentrum, Strubenstraat 130B, Pretoria om **10:00 op die 14de dag van Februarie 1996:**

Van Erf 145, Waterkloof Glen, Pretoria, geleë in die dorpsgebied van Pretoria, Registrasie Afdeling J.R., Transvaal, grootte 2 076 m² (twee duisend en ses-en-sewentig) vierkante meter.

Die eiendom is geleë en staan bekend as Brucelaan 341, Waterkloof Glen, Pretoria.

Verbeterings bestaan uit huis met 'n ingangsportaal, sitkamer, eetkamer, familiekamer, kombuis, 4 slaapkamers, aantrek-kamer, 2 badkamers, studeerkamer.

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

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

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

S. W. Hugo, vir Solomon Nicolson Rein & Verster, 7de Vloer, NBS Gebou, 259 Pretorius Straat, Pretoria; Posbus 645, Pretoria, 0001. (Mnr. Hugo/pp/H6106.)

Saak No. 18847/95

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **STANDARD BANK VAN SA BEPERK** (62/00738/06), Eiser, en **FRANS WILLEM BROUGH**, Eerste Verweerder, en **ALIDA ALETTA BROUGH**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n Lasbrief vir Eksekusie word die volgende eiendom in eksekusie verkoop op **Vrydag, 16 Februarie 1996 om 10:00** deur die Balju vir die Hooggeregshof, Middelburg, gehou voor die Landdros-kantoor, President Krugerstraat, Middelburg, Mpumalanga, aan die hoogste bieder:

Erf 3436, Middelburg uitbreiding 10 dorpsgebied, Registrasie Afdeling JS, Transvaal, groot 1496 vierkante meter gehou kragtens Akte van Transport T66902/1992.

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

Straatadres: Hendrik Potgieterstraat 104, Middelburg, Uitb. 10, Middelburg, Mpumalanga.

Verbeterings: Woonhuis met teëldak, ingangsportaal, sitkamer, eetkamer, kombuis, waskamer, 4 slaapkamers, 2 badkamers met toilette, 2 garages, buite toilet, voorafvervaardigde- en steen omheining asook sementplaveisel.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

Afslaerskoste betaalbaar deur die koper op die dag van verkoping.

Verkoopsvoorwaardes: Dit lê ter insae by die Kantoor van die Balju vir die Hooggeregshof, Middelburg te die Balju se kantoor, Auxiliumgebou, Eksteenstraat 4A, Middelburg, Mpumalanga.

Gedateer te Pretoria hierdie 9de dag van Januarie 1996.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, 2de Vloer, Momentumsentrum, Westoring, Pretoriusstraat; Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/Z9589/95/BVDM.)

Saak No. 16365/95

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

In die saak tussen **STANDARD BANK VAN SA BEPERK** (62/00738/06), Eiser, en **JOAO JOSE MENEZES LOURENCO**, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n Lasbrief vir Eksekusie word die volgende eiendom in eksekusie verkoop op **Woensdag, 14 Februarie 1996 om 10:00** deur die Balju vir die Hooggeregshof, Pretoria-suid, gehou te Fehrslaan Sentrum, Strubenstraat 130B, Pretoria, aan die hoogste bieder:

1. (a) Deel No. 143 soos getoon en vollediger beskryf op Deelplan No. SS 631/93 in die skema bekend as Parkel ten opsigte van die grond of gebou of geboue geleë te Erf 51 Elarduspark dorpsgebied in area van Sentraal Pretoria Metropolitaanse Substruktuur, van welke deel die vloeroppervlakte, volgens genoemde deelplan 83 (drie-en-tagtig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel, soos op genoemde deelplan aangeteken; gehou kragtens Akte van Transport ST29802/95.

Die erf is as woongebied verklaar.

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

Straatadres: Parkel 6001, hoek van Boston- en Boeingstrate, Elarduspark, Pretoria.

Verbeterings: Deeltitel eenheid met sitkamer, eetkamer, kombuis, 2 slaapkamers, badkamer en aparte toilet en 'n motoraf-dak.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

Afslaerskoste betaalbaar deur die koper op die dag van verkoping.

Verkoopsvoorwaardes: Dit lê ter insae by die Kantoor van die Balju vir die Hooggeregshof, Pretoria-Suid te Edenpark, Hoewe 83, Lyttelton Landbouhoewes, Centurion.

Gedateer te Pretoria hierdie 10de dag van Januarie 1996.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, 2de Vloer, Momentumsentrum, Westoring, Pretoriusstraat; Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/Z9577/95/BVDM.)

Case No. 11375/95
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 **MAROLEN, JOSEPH BOISANA**, 1st Execution Debtor, **MAROLEN, APPATHIA NONTUTUZELO AGNES**, 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 **15th February, 1996 at 10:00** of the undermentioned property of the Defendants on the conditions which will lie for inspection at the office of the Sheriff, Johannesburg West, 32 von Brandis Street, Johannesburg prior to the sale:

Certain Erf 6964 situated in the Township of Orlando West, Registration Division I.Q., Transvaal, being 6964 Mampuru Street, Orlando West, Johannesburg, measuring 486 (four hundred and eighty-six) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached double storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, family room, sunroom, 4 bedrooms, 3 bathrooms with outbuildings with similar construction comprising of double garage, double carport, servant's room, toilet, store-room and a shower.

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 charge R200,00 (two hundred rand).

Dated at Johannesburg this 10 January 1996.

B. W. Webber, for Ramsay, Webber & Co., 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/M164.)

Case No. 10290/95

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

In the matter between **THE STANDARD BANK OF S.A. LTD**, Execution Creditor, and **MIYA, MAQILI JAMES**, 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 **16 February, 1996 at 11:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan prior to the sale:

Certain Erf 15461 situated in the Township of Tsakane Extension 5, Registration Division I.R., Transvaal, being 15461 Tsakane Extension 5, Brakpan, measuring 240 (two hundred and forty) square metres.

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

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

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

Dated at Johannesburg this 10th day of January 1996.

B. W. Webber, for Ramsay, Webber & Co., 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/M1116.)

Case No. 11295

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

In the matter between **VAN NIEKERK GROUP OF COMPANIES (PTY) LTD**, Plaintiff, and
MR GERHARD PRUMMER, Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston and writ of execution dated 27th November 1995 the property listed herein will be sold in execution on **Thursday the 22 February 1996 at 10:00** at the offices of the Sheriff Magistrate's Court, 4th Floor, Standard Towers, 247 President Street, Germiston North, to the highest bidder:

One half share of portion 1 van Stand 2625 Primrose; Portion 23 of Stand 2191 Primrose & Erf 314 Gerdview Township, Registration Division IR, Transvaal, situated at one half share of portion 1 of Stand 2625 Primrose — 22 Heath Road, Primrose; Portion 23 of Stand 2191 Primrose — 174 Pretoria Road, Primrose & Erf 314 Gerdview — 7 van Riebeeck Road, Gerdview, measuring one half share of portion 1 of Stand 2625 Primrose — 727 square metres; Portion 23 of Stand 2191 Primrose — 746 square metres & Erf 314 Gerdview — 714 square metres.

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

Improvements:

One half share of portion 1 of Stand 2625 Primrose — 1 Lounge, 2 Bedrooms, 1 Kitchen, 1 Bathroom, 1 Toilet, 1 Garage, Cement Fence. Outside Buildings — Room & Toilet. Portion 23 of Stand 2191 Primrose — 1 Lounge, 2 Bedrooms, 1 Kitchen, 1 Bathroom, 1 Toilet, 1 Garage, Cement Fence, Outside Buildings — Room & Toilet. Erf 314 Gerdview — 1 Kitchen, 1 Diningroom, 1 Lounge, 3 Bedrooms, 1 Pantry, Passage, 1 Bathroom, 1 Toilet, Hall, 1 Garage, 1 Servants room, Sink Roof, Cement Fence.

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

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

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

Case No. 9443/95

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **CATHARINA BOTES**, 1st Defendant,
JACOBUS ABRAHAM BOTES, 2nd Defendant

On the **16 February 1996 at 11:15** the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 324 Libradene Ext 1, Registration Division I.R., the Province of Gauteng, situated at 31 Serfontein Street, Libradene Ext 1, Boksburg, Boksburg.

Improvements: Detached single storey brick residence consisting of 5 bedrooms, 2.5 bathrooms, kitchen, lounge, dining room, study and outbuildings comprising swimming pool, garage, room.

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

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

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

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

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

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

Dated at Boksburg on this the 9 January 1996.

C. K. Tucker, for Tuckers Inc., 2nd Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H07020.)

Case No. 21210/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **MALOSE KENNETH LEDWABA**, 1st Defendant,
MAMMA JOYCE LEDWABA, 2nd Defendant

Notice is hereby given that on **15 February 1996, at 10:00** the undermentioned property will be sold by Public Auction at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, pursuant to a Judgment in this matter granted by the above Honourable Court on 22 September 1995, namely:

Certain Erf 1838, Crystal Park Ext 2, Registration Division I.R., The Province of Gauteng, situated at 12 Optimum Street, Crystal Park Ext 2, Benoni.

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

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

Dated at Boksburg on this the 9 January 1996.

C. K. Tucker, for Tuckers Inc., 2nd Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. / Mrs L Pinheiro/H07001.)

Case No. 95/18288

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 **THIBILE, ISAAC HENDRICK**, 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, Alberton, on the **20 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, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court prior to the sale:

Certain Erf 3004, situated in the Township of Likole Extension 1, Registration Division I.R. Transvaal, being 3004 Likole Extension 1, Katilehong, measuring 200 (two hundred) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 1 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/T235.)

Case 95/17238
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 **MMETHI, MALOSE PHINEAS**,
Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Boksburg, on the **16 February, 1996 at 11:15** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain all right title and interest in the Leasehold in respect of Erf 20693, situated in the Township of Vosloorus Extension 30, Registration Division I.R. Transvaal, being 20693 Vosloorus Extension 30, Boksburg, measuring 190 (one hundred and ninety) 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 and 1 bathroom.

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

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/avb/M1188.)

Case No. 95/17636
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 **MOFOKENG, MOSES MATHEOLANE**,
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, Alberton, on the **13 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, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court prior to the sale:

Certain Erf 3299, situated in the Township of Moleleki Extension 1, Registration Division I.R. Transvaal, being 3299 Moleleki Extension 1, Katlehong, Germiston, measuring 277 (two hundred and seventy-seven) square metres.

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

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 9th 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/M1189.)

Case No. 8964/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **THE STANDARD BANK OF SA LTD**, Plaintiff, and **JACOBUS DELAREY LABUSCHAGNE**, First Defendant,

ZELDA LABUSCHAGNE, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the office of the Sheriff, 3 Rhodes Street, Witbank, on **Friday, 9 February 1996 at 10:00** of the undermentioned property of the defendants on the conditions to be read out by the Auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale;

Erf 2275, Witbank X10 Township, Registration Division JS, Transvaal (also known as 9 Iris Street, Witbank X10), measuring 1 436 (one thousand four hundred and thirty-six) square metres, held under Deed of Transfer T22259/90, subject to the conditions therein contained and especially subject to the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining room, family room, study, kitchen, laundry, 4 bedrooms, 2 bathrooms/wc, 2 garages, 1 carport, servant room with wc and swimming pool.

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

Dated at Pretoria this 8th day of January 1996.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S571/91.)

Case No. 95/7441

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

In the matter between **UNITED BANK**, Plaintiff, and **WILMA EDNA STOFFELS**, Defendant

In pursuance of a Judgment of the above Honourable Court and Writ of Execution, the undermentioned property will be sold in Execution by the Sheriff of the Magistrate's Court, Brakpan, on **Friday the 16th February 1996 at 11:00** at the Sheriff's Offices, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 1558, Geluksdal Ext 1 Township, Registration Division IR Transvaal (also known as 1558 Catherine Street, Geluksdal Ext 3, Brakpan), measuring 798 square metres, held by Deeds of Transfer No. T69093/1994.

Improvements: The following improvements on the property are reported, though in this regard nothing is guaranteed: Brick building with tiled roof, consisting of 2 bedrooms, lounge, kitchen, bathroom with toilet.

Conditions of sale:

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance plus interest at the rate of 18,25% p.a. against Transfer to be secured by a bank guarantee to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. The full conditions of sale which will be read out immediately prior to the Sale may be inspected at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan.

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

B. Cooper, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 4th Street, P.O. Box 16, Docex 6, Springs. (Tel. 812-1050.) (Ref. B Cooper/JD/B43195.) C/o Trollip, Cowling & Janeke, Market Building, Voortrekker Road, Brakpan, 1540.

Saak No. 61694/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK**, Eiser, en **ESMARIE KRUGER**, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 27 Oktober 1995 en ter uitvoering van 'n Lasbrief vir Eksekusie, sal die Balju Pretoria Wes op **15 Februarie 1996 om 10:00** die ondervermelde eiendom in eksekusie verkoop te Kamer 603A, 6de Vloer, Olivettihuis, h/v Schubert & Pretoriusstrate, Pretoria aan die hoogste bieder.

Die eiendom wat aldus te koop aangebied word, staan bekend as: 7de Laan 788, Wonderboom-Suid, Pretoria, en word omskryf as Resterende Gedeelte van Erf 259, Wonderboom-Suid, groot 1 276 vierkante meter, gehou kragtens Akte van Transport Nr. T 43523/94.

Die eiendom bestaan na bewering, maar sonder waarborg, uit: Sitkamer, eetkamer, kombuis, 4 slaapkamers, 2 badkamers, waskamer, teëldak, matte, novilon, warm water sisteem, twee afdakke, bediendekamer -en toilet.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die balju, Pretoria-Wes, Olivettigebou 607, h/v Schubert & Pretoriusstraat, Pretoria.

Geteken te Pretoria hierdie 12 dag van Januarie 1996.

R. F. Kruse, vir Couzyn Hertzog & Horak Ing., Praetor Forumgebou, VD Waltstraat 269, Pretoria. (Tel. 322-8780.) (Verw. T. Horak/T2339.)

Case No. 8359/95

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

NEDCOR BANK LIMITED, Plaintiff, **KARLIEN MARAIS**, Defendant

A Sale in Execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, President Kruger Street, Middelburg on Friday the **8th day of March, 1996 at 10:00**.

Full conditions of sale can be inspected at the Sheriff Middelburg, Auxilium Building, 4a Eksteen Street, Middelburg and will be read out prior to the Sale.

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

Property: Erf 4988, Middelburg Ext. 13 Township, Registration Division J S Transvaal, known as 96 D F Malan Street, Middelburg Ext. 13.

Improvements: Single storey - 3 bedrooms, 2 bathrooms, 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/GT 2428.)

Case No. 26449/94

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

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED**, Plaintiff, and
NICOLAAS JOHANNES GROBLER, 1st Defendant, **RINA GROBLER**, 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 of the Supreme Court, Wonderboom, at the office of the Sheriff, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, Old Warmbaths Road, Bon Accord) on Friday, **16th February 1996, at 11:00** of the undermentioned property of the defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, Old Warmbaths Road, Bon Accord).

Erf 81, Montana Township; Registration Division J.R. Transvaal, measuring 1 154 square metres, held by virtue of Deed of Transfer T100706/92, known as 438 Babiana Street, Montana.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed:

Dwelling house with tiled roof, entrance hall, lounge, diningroom, familyroom, kitchen, scullery, 4 bedrooms, 1 bathroom, 1 bathroom/toilet, 1 toilet, 1 shower. Outbuildings consist of 2 garages, 1 toilet, laundry. There is a swimmingpool on the property.

Dated at Pretoria on this the 12th day of January 1996.

D. Frances, Hack Stupel & Ross, Attorneys for Plaintiff, 2nd Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA2750.)

Case No. 95/25867

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 **BATYI, CROSBY**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office, Johannesburg East, on the **22 February, 1996 at 10:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg East, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Section No. 15 as shown and more fully described on Sectional Plan No. SS. 69/1983 in the scheme known as Callisto situated in the Township of Bellevue; being Flat No. 301, Callisto, 8 Natal Street, Bellevue, Johannesburg; and undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 57 (fifty-seven) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A simplex flat with tiled roof, comprising kitchen, lounge, 1 bedroom, 1 bathroom with outbuildings with similar construction comprising of parking bay.

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 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 11th day of January, 1996.

B.W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.421.)

Case No. 95/84

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 **GRAHAM, FRANCIS GRADWEL**, 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 **22 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 144, situated in the Township of Kenilworth, Registration Division I.R. Transvaal; being 239 Bertha 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, entrance hall, 2 bedrooms, 1 bathroom with outbuildings with similar construction comprising of garage.

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

Auctioneer's charges, payable on the day of 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 11th day of January, 1996.

B.W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/G.211.)

Case No. 95/21561
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 **RESSA, RICCARDO GIUSEPPE**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office, Randburg, on the **20 February, 1996 at 10:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain Section No. 63 as shown and more fully described on Sectional Plan No. SS. 48/1992 in the scheme known as Louries Loft, in respect of the land and building or buildings situated at Erf 178, Sonneglans Extension 14 Township, in the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area, according to the said Sectional Plan, is 76 (seventy-six) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer No. ST. 11758/1995.

An exclusive use area described as Carport No. CP63 measuring 12 (twelve) square metres being as such part of the common property, comprising the land and the scheme known as Louries Loft in respect of the land and building or buildings situated at Erf 178, Sonneglans Extension 14 Township; in the Greater Transitional Metropolitan Council, as shown and more fully described on Sectional Plan No. SS. 48/1992, held under Notarial Deed of Cession of real rights SK. 864/1995, being Flat No. 63, Louries Loft, Perm Street (corner of Kameeldoring Road & Fontein Street), Sonneglans Extension 14, Randburg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A simplex flat with tiled roof, comprising kitchen, lounge/dining room, 2 bedrooms, 1 bathroom with outbuildings with similar construction comprising of carport.

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 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 11th day of January, 1996.

B.W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/R.281.)

Case No. 94/33246
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 **KHUNOU, TIBATI GRASIANE**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Main Entrance Hall of the Magistrate's Court, Vanderbijlpark on the **16 February, 1996 at 10:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Magistrates Court, General Hertzog Street, Vanderbijlpark, prior to the sale:

Certain all right title and interest in and to the leasehold in respect of Erf 1633, situated in the Township of Evaton North, Registration Division I.Q. Transvaal, being 1633 Evaton North, Vanderbijlpark, measuring 363 (three hundred and sixty-three) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg this 11th day of January, 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/K239.)

Case No. 8526/94

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **DAVID PATRICK MOLEFE**, 1st Defendant,
ESTHER DELIWE MOLEFE, 2nd Defendant

On the **16 February 1996**, at **11:15** the undermentioned property will be sold in execution at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg:

Certain Erf 2510, Vosloorus Ext 1, Registration Division I.R., The Province of Gauteng, situated at 2510 Cintso Street, Vosloorus Ext 2, Boksburg.

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

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

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

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

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

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

The full Conditions can be inspected at the Sheriff's Offices and will be read out prior to the sale.

Dated at Boksburg on this the 10 January 1996.

C. K. Tucker, for Tuckers Inc., 2nd Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L Pinheiro/H01627.)

Case No. 11780/95

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **RASEKATANA CHARLES CHOKWE**, 1st Defendant,
KALI EUNICE CHOKWE, 2nd Defendant

On the **16 February 1996**, at **11:15** the undermentioned property will be sold in execution at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg:

Certain Erf 7020, Vosloorus Ext 9, Registration Division I.R., The Province of Gauteng, situated at 7020 Vosloorus Ext 9, Boksburg.

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

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

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

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

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

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

The full Conditions can be inspected at the Sheriff's Offices and will be read out prior to the sale.

Dated at Boksburg on this the 10 January 1996.

C. K. Tucker, for Tuckers Inc., 2nd Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L Pinheiro/H08038.)

Case No. 12074/95

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **THAMSANQA ALFRED MBEKA**, 1st Defendant,
CORINTHIA NIKELWA MBEKA, 2nd Defendant

On the **16 February 1996** at **11:15** the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Right of Leasehold in respect of Erf 110 Vosloorus Ext 3, Registration Division I.R., The Province of Gauteng, situated at 110 Vosloorus Ext 3, Boksburg.

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

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

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

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

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

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

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

Dated at Boksburg on this the 10 January 1996.

C. K. Tucker, for Tuckers Inc., 2nd Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H08076.)

Case No. 614/95

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **BUKHOSI ALPHEUS XIMBA**, 1st Defendant,
EMELIA NAMHLOPHE XIMBA, 2nd Defendant

On the **16 February 1996 at 11:15** the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Right of Leasehold in respect of Erf 251, Vosloorus Ext 3, Registration Division I.R. The Province of Gauteng, situated at 251 Vosloorus Ext 3, Boksburg.

Improvements: Detached single storey brick residence consisting of bedroom, bathroom, kitchen, dining room.

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

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

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

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

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

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

Dated at Boksburg on this the 10 January 1996.

C. K. Tucker, for Tuckers Inc., 2nd Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H1822.)

Case No. 1764/95

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **DAMISILE ANNA KHUMBANE**, 1st Defendant

On the **16 February 1996 at 11:15** the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 2202, Vosloorus, Registration Division I.R., The Province of Gauteng, situated at 2202 Yeko Street, Vosloorus, Boksburg.

Improvements: Detached single storey brick residence, consisting of 3 bedrooms, bathroom, kitchen, dining room, lounge.

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

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

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

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

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

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

Dated at Boksburg on this the 10 January 1996.

C. K. Tucker, for Tuckers Inc., 2nd Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H03077.)

Case No. 7487/95

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

In the matter between **ABSA BANK LIMITED** (ALLIED BANK DIVISION) (Reg. No. 86/04794/06), Plaintiff, and
JOHANNES GEORGES VENTER, First Defendant, **AMANDA CAROLINA VENTER**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on the 20th November 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on **20th February 1996 at 10:00**, at the property namely:

Certain Erf 5038, Northmead Ext 9 Township, situated at 21 Olienhout Avenue, in the township of Northfield Ext 9 in the district of Benoni, measuring 750 (seven hundred and fifty) square metres.

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

Building comprises of entrance hall, lounge, family room, study, diningroom, kitchen, three bedrooms, dressing room, bathroom with w/c and bathroom with w/c and shower, two garages and laundry.

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, 1st Floor, Pogir Bastonia Insurance House, 244 Louis Botha Avenue, Orange Grove.

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

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. A00747/Mrs Whitson.)

Saak No. 22665/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **REDIFORM 1017 CC**, Eiser, en **ARTHUR ALLAN BROWN**, Verweerder

Ingevolge 'n lasbrief vir die Landdros van Pretoria sal die volgende goedere per openbare veiling verkoop word op Vrydag, **16 Februarie 1996 om 12:00** voormiddag te die Landdroskantoor, Krugerparkstraat, Witrivier, of soos enige ander tyd en plek deur die Balju, Landdroshof, uitgewys mag word:

Hoewe 41, Witrivier Landbouhoewes, Registrasie Afdeling Mpumalanga, groot 4,5919 (vier komma vyf nege een nege) hektaar, gehou kragtens Akte van Transport No. T3907/85.

Geteken te Nelspruit op hede die 11de dag van Januarie 1996.

J. G. van Niekerk, Ferreirastraat 66, Posbus 6262, Nelspruit, 1200. [Tel. (01311) 55-4976.] (Verw. R76.)

Case No. 9295/95

Pigeon Hole 304

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **BILLY JOSEPH MASHISHI**, 1st Defendant,
PHUMZILE EMELINAH MASHISHI, 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 **9th 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 25303 situated in the Residential Area of Mamelodi, Registration Division JR, Transvaal, situated at Site 25303, Mamelodi, measuring 380 (three hundred and eighty) square metres, improvements (not guaranteed): A lounge, kitchen, 3 (three) 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 13th day of December 1995.

Matlala Incorporated, 8th Floor, Standard General Building, 215 Proes Street, P.O. Box 3217, Pretoria, 0002. Docex 70. Fax. No. (012) 323-7431. Tel. No. (012) 326-8923/4/5. Ref. GGM/jnm/G7119.

Saak No. 3189/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN NELSPRUIT GEHOU TE NELSPRUIT

In die saak tussen **ABSA BANK BPK**, h/a **TRUSTBANK**, Eksekusieskuldeiser, en **HELENA POTGIETER**,
1ste Eksekusieskuldenaar, **FRANS JULIUS POTGIETER**, 2de Eksekusieskuldenaar

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde Hof op 7 September 1995 sal die onderstaande eiendom geregtelik verkoop word te Gedeelte 18 (gedeelte van Gedeelte 14) van die plaas Buffelsvley 388, Lydenburg op **21 Februarie 1996 om 08:30**, of so spoedig moontlik daarna, naamlik:

Gedeelte 18 ('n gedeelte van Gedeelte 14) van die plaas Buffelsvley 388, Registrasie Afdeling KT, distrik Lydenburg, Transvaal, groot 5,0279 hektaar, onderworpe aan die voorwaardes vermeld in die titelakte van voormelde eiendom kragtens Akte van Transport No. ST85880/88.

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

Die koopprys is as volg betaalbaar, synde:

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

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

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

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

Z. Schofield, vir Du Toit-Smuts Prokureurs, Du Toit-Smutsgebou, Andersonstraat 21B, Nelspruit. (ZS/EK/Q0473/T33/95.)

Saak No. 21894/93

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

In die saak tussen **STANDARD BANK VAN SUID-AFRIKA BEPERK**, Eiser, en **M E MIYA**, Verweerder

Kragtens 'n vonnis in die Landdroshof, Kempton Park gedateer 4 Mei 1994 en 'n lasbrief vir eksekusie gedateer 5 Junie 1995 sal die ondergelyste eiendom op **29 Februarie 1996 om 10:00** te die Baljukantoor, 8 Parkstraat, Kempton Park, in eksekusie verkoop word:

Erf 435, Moteong Seksie, Tembisa, Registrasie Afdeling IR, Transvaal, groot 272 (tweehonderd twee-en-sewentig) vierkante meter, bestaande uit 1 toilet, 1 kombuis, 2 slaapkamers, 1 eetkamer. Alles onder 'n sinkdak.

1. Die eiendom sal verkoop word aan die hoogste bieder, sonder voorbehoud, en die verkoping sal onderhewig wees aan die bepalinge van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig, en reëls.

2. Die koopprys sal betaalbaar wees teen 'n deposito van 10% (tien persent) op die datum van verkoping en die uitstaande balans, tesame met rente daarop teen heersende bougenootskaps-leningskoerse vanaf die datum van verkoping tot datum van betaling daarvan, sal betaal word of gewaarborg word deur middel van 'n bank- of bouverenigingswaarborg binne veertien (14) dae na datum van verkoping.

Die verkoopsvoorwaardes sal voor aanvang van die verkoping voorgelê word en sal by die kantore van die Balju, Parkstraat 8, Kempton Park, ter insae lê.

Gedateer te Kempton Park op hierdie 6de dag van Desember 1995.

M. G. Kotzé, vir Sim-Kotzé Ing., 1ste Vloer, Monumentpark, 11 Monumentweg, Kempton Park. (Verw. mnr. Kotzé/cc/S595K.)

Saak No. 3483/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **ABSA BANK LTD**, h.a. **ALLIED BANK**, Eiser, en **D S MABUZA**, 1ste Verweerder, **D E MABUZA**,
2de Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief tot uitwinning gedateer die 20ste dag van Oktober 1994 sal die ondergenoemde eiendom verkoop word in eksekusie op Vrydag, die **9de dag van Februarie 1996 om 10:00** by die Landdroshof, President Krugerstraat, Middelburg, Transvaal, aan die hoogste bieder:

Standplaas 1456, Mhluzi, Middelburg Dorpsgebied, Registrasie Afdeling J.S. Transvaal, groot 322 (driehonderd twee-en-twintig) vierkante meter, gehou kragtens Akte van Transport T43648/90 deur die Verweerders, straatadres: Standplaas 1456, Mhluzi, Middelburg, 1050.

1. Die eiendom sal voetstoots verkoop word en sonder reserwe aan die hoogste bieder en sal die verkoping onderhewig wees aan die bepalinge van Artikel 66 van die Landdroshofwet van 1944 soos gewysig.

2. Die verkoopprys sal betaalbaar wees soos volg:

2.1 10% (tien persent) van die koopprys op die dag van die verkoping.

2.2 Die onbetaalde balans tesame met rente op die balanskoopsom gereken teen 'n koers van 20,75% per jaar, gereken vanaf datum van die verkoping tot datum van registrasie van die eiendom in die naam van die koper sal betaal word of verseker word by wyse van 'n bank- en/of bouverenigingwaarborg binne 21 (een-en-twintig) dae van datum van verkoping.

3. Vendusiekoste sal betaalbaar wees op die dag van die verkoping en sal as volg bereken word: 4% (vier persent) van die opbrengs van die verkoping met 'n minimum van R10,00 (tien rand).

4. Die volgende verbeterings is op die eiendom aangebring: Woonhuis en buitegeboue.

5. Die verdere en volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan dit reeds nou nagegaan word by die kantore van die Geregsbode, Totiusstraat, Middelburg, Transvaal.

Geteken te Middelburg op hede die dag van 1995.

Birman Boshoff & Du Plessis, Eiser se Prokureurs, Middelburg Sakesentrum, Markstraat 22, Posbus 13, Middelburg. (Verw. mnr. Venter/rk/VA160.)

Case No. 95/22189

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **MFOKAZANA MESHACK MATOOANE**, Defendant

Notice is hereby given that on the **15 February 1996, at 10:00** the undermentioned property will be sold by Public Auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a Judgment in this matter granted by the above Honourable Court on 7 November 1995, namely:

Certain Erf 182, Crystal Park, Registration Division I.R The Province of Gauteng, situated at 85 Concord Crescent, Crystal Park, Benoni.

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

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

Dated at Boksburg on this the 3 January 1996.

Tuckers Inc., 2nd Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H07028.)

Case 19701/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **WINAAR MPHOSHONE MOGANE**, 1st Defendant, **EDNA GABISILE MOGANE**, 2nd Defendant

Notice is hereby given that on the **15 February 1996, at 10:00** the undermentioned property will be sold by Public Auction at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, pursuant to a Judgment in this matter granted by the above Honourable Court on 8 September 1995, namely:

Certain Erf 416, Lakefield Ext 21, Registration Division I.R, the Province of Gauteng, situated at 49 Sedgefield Street, Lakefield Ext 21, Benoni.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of 4 bedrooms, 2 bathrooms, toilet, kitchen, lounge, dining room, family room, study, laundry and outbuildings comprised of 2 garages, swimming pool, store room, toilet.

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

Dated at Boksburg on this the 3 January 1996.

Tuckers Inc., 2nd Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H06074.)

Saak No. 199/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KRIEL GEHOU TE KRIEL

In die saak tussen **ROLFIR (PTY.) LTD.**, handeldrywende as **FERREIRA'S NORTH**, Eiser, en **MEV. D. J. BOTHMA**, Verweerder

Ingevolge 'n Vonnis in die Landdroshof van Kriel, en 'n Lasbrief vir Eksekusie gedateer 16 Mei 1995 word die ondergemelde vaste eiendom in eksekusie verkoop te die Landdroskantoor Kriel, op **Woensdag 14 Februarie 1996 om 11:00** aan die hoogste bieder:

Erf 2196, Kriel Uitbreiding 8, Registrasie Afdeling I.S. Transvaal, groot 1 394 vierkante meter, gehou kragtens Akte van Transport Nr. T76617/91, welke eiendom geleë is te Hibuscusstraat 35, Kriel.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, te word versekureer deur 'n goedgekeurde bank- of bouverenigingwaarborg te word gelewer binne 21 (een-en-twintig) dae daarna, asook afslaerskommissie wat betaalbaar is met die toeslaan van die bod.

Die Verkoopsvoorwaardes mag gedurende kantoorure by die kantoor van Lou van der Merwe Prokureurs, Suite 2, Eskom Plaza, Kriel, besigtig word.

Geteken te Kriel op hierdie 8ste dag van Januarie 1996.

C. J. van der Merwe, Lou van der Merwe Prokureurs, Prokureur vir Eiser, Suite 2, Eskom Plaza, Kriel, 2271.

Saak No. 22375/90
PH 135

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

In die saak tussen **ALLIED BANK BEPERK**, Eiser, en **DZHIVHUHO, TSHIANHEO SAMSON**, Eerste Verweerder,
DZHIVHUHO, ANNA, Tweede Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping gehou word op **15 Februarie 1996 om 10:00** by die kantore van die Balju, Johannesburg Wes te Marshallstraat 131, Johannesburg, van die ondergemelde eiendom:

Sekere Erf 27111, Meadowlands dorpsgebied, Registrasie Afdeling I.Q., Provinsie Gauteng, groot 273 (tweehonderd drie-en-sewentig) vierkante meter, geleë te Zone 10, House No. 2558, Meadowlands.

1. Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie: 'n Drie slaapkamerhuis met teëldak en omheining. Bestaande uit: 1 sitkamer, 1 eetkamer, 2 badkamers, 2 aparte toilette, 1 kombuis.

2. Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopsvoorwaardes mag ondersoek word by die kantoor van die balju te Johannesburg Wes, Marshallstraat 131, Johannesburg of die Eiser se Prokureurs Mnr Hofmeyer Ingelyf te die Vierde Verdieping, Forum II, Braampark, Braamfontein.

Geteken te Johannesburg op hierdie 5de dag van Januarie 1996.

H. P. North, vir Hofmeyr Ing., Vierde Verdieping, Forum 11, Hoofdstraat 33, Braampark, Braamfontein. (Verw. P. Botha/IVDB/741281/AL6.)

Saak No. 1378/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN RANDFONTEIN GEHOU TE RANDFONTEIN

In die saak tussen **JAN GEORGE BOOYSEN**, Eiser, en **WILLIE JANSEN VAN VUUREN (WILLEM FREDERIK JANSEN VAN VUUREN)**, Verweerder

Ingevolge 'n uitspraak in die Landdroshof te Randfontein op 26 Junie 1995 en 'n Lasbrief vir Eksekusie gedateer 30 Oktober 1995 sal die volgende eiendom op die **23ste dag van Februarie 1996 om 10:00** te die Baljukantoor, Parkstraat 40, Randfontein, aan die hoogste bieder verkoop word:

Erf 760, Finsbury Dorpsgebied, Registrasie Afdeling I.Q., die Provinsie van Gauteng, groot 1 000 (eenduisend) vierkante meter, gehou kragtens Akte van Transport Nr. T37744/1995, ook bekend as Stormbergweg 18, Finsbury, Randfontein.

Met die volgende verbeterings daarop, waarvoor geen waarborg verskaf word nie: Woonhuis bestaande uit: 1 x sitkamer, 1 x eetkamer, 3 x slaapkamers, 1 x kombuis, 2 x badkamers, 2 x toilets. Buitegeboue: 1 x dubbel motorafdak.

Verkoopsvoorwaardes:

1. Die eiendom sal aan die hoogste bieder verkoop word, onderhewig aan die bepalinge en voorwaardes van die Wet op Landdroshowe, die Reëls daarkragtens uitgevaardig en die titelvoorwaardes insoverre van toepassing is.

2. Die koopprys sal betaal word teen 10% (tien persent) daarvan in kontant op die dag van die veiling, die balans van die koopprys plus enige rente betaalbaar, sal in kontant teen registrasie van transport van die eiendom in die naam van die Koper betaalbaar wees, maar moet intussentyd verseker word deur 'n aanvaarbare bank- of bouverenigingwaarborg.

3. Die eiendom word voetstoots verkoop en nóg die Balju nóg die Vonnisskuldeiser sal aanspreeklik gehou word vir enige gebreke, latent of andersins, aan of in die eiendom.

Die volle verkoopsvoorwaardes kan by die kantoor van die Balju te Parkstraat 40, Randfontein, nageslaan word.

Geteken te Randfontein op hierdie 8ste dag van Januarie 1996.

C. J. le Roux, vir C. J. le Roux Prokureurs, Parkstraat 5, Randfontein; Posbus 8, Randfontein, 1760. (Tel. 412-2820.) (Verw. mev. Nolan/lw.)

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS BANK LIMITED**, Eiser, en **SEKOMANE ISAAC MAHLANGU**, Verweerder, **VICTORIA KHOMOTSO MAHLANGU**, 2de Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n Lasbrief vir Eksekusie gedateer 13 November 1995 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof Wonderboom te Gedeelte 83 De Onderstepoort, (noord van Sasko Meule) ou Warmbadpad, Bon Accord aan die Hoogste bier op **23 Februarie 1996 om 11:00:**

Erf 3504, geleë in die dorpsgebied Doornpoort X32, Registrasie Afdeling JR, Provinsie van Gauteng, groot 600 (seshonderd) vierkante meter (beter bekend as 832 Overnbushstraat, Doornpoort X32).

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bier 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 is sover dit van toepassing mag wees.

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Dubbelverdieping woonhuis met 3 slaapkamers, 2 badkamers, 1 stort, dubbelmotorhuis, kombuis, sitkamer, eetkamer, opwaseenheid.

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

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

Geteken te Pretoria op hierdie 11 Januarie 1996.

S. E. du Plessis, vir Van der Merwe du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR58037.)

Saak No. 58431/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS BANK LIMITED**, Eiser, en **FRANS EDWIN BORNMAN**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 18 Oktober 1995 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof Wonderboom te Gedeelte 83, De Onderstepoort (noord van Sasko Meule), Ou Warmbadpad, Bon Accord, aan die hoogste bier op **16 Februarie 1996 om 11:00:**

Erf 3292, geleë in die dorpsgebied Doornpoort X31, Registrasie Afdeling JR, provinsie van Gauteng, groot 500 (vyfhonderd) vierkante meter (beter bekend as 642 Dr van der Merwestraat, Doornpoort X31).

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bier 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 titellaktes in sover dit van toepassing mag wees.

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Enkelverdieping woonhuis met 3 slaapkamers, 1 1/2 badkamers, sitkamer, eetkamer, kombuis, enkelmotorhuis, matte en teëls.

3. *Terme:* 10% van die koopprys onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die eksekusiëlasbrief, 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 deur die Geregsbode oorhandig moet word.

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

Geteken te Pretoria op hierdie 11 Januarie 1996.

S. E. Du Plessis, vir Van der Merwe du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Vloer, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw: Mev Engels/JR58047.)

Saak No. 20042/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS BANK LIMITED**, Eiser, en **ANDRIES HERMANUS BOTHA**, Verweerder, en
HESTER SOFIA BOTHA, 2de Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 29 November 1995 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof Wonderboom te Gedeelte 83, De Onderstepoort (noord van Sasko Meule), Ou Warmbadpad, Bon Accord, aan die hoogste bieder op **16 Februarie 1996 om 11:00**:

Erf 147, geleë in die dorpsgebied Karenpark, Registrasie Afdeling JR, provinsie van Gauteng, groot 900 (negehoonderd) vierkante meter (beter bekend as 28 Rabarberstraat, Karenpark).

Voorwaardes van verkoping:

1. Die eiendom sal aan die hoogste bieder verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die 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: Enkelverdieping woonhuis met 2 slaapkamers, 1 1/2 badkamers, sitkamer, kombuis, TV-kamer, ingangsportaal, dubbelmotorhuis met 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 deur die Geregsbode oorhandig moet word.

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

Geteken te Pretoria op hierdie 11 Januarie 1996.

S. E. Du Plessis, vir Van der Merwe du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Vloer, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw: Mev Engels/JR58008.)

Case No. 1821/95

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

In the matter between **NBS BANK LIMITED**, Plaintiff, and **BP & EV MAZIBUKO**, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on the 28th of November 1995 and subsequent warrant of execution the following property will be sold in execution at **09:00 on 23 February 1996** at the offices of the Magistrate's Court, Nigel, namely:

Stand 8509, Duduza, Nigel, Reg. IR Gauteng.

Kindly take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, 96 Church Street, Nigel, and contain *inter alia* the following provisions:

1. Ten percent of purchase price on date of sale;
2. Balance of purchase price plus interest to be guaranteed within 14 [fourteen] days from date of sale;
3. Possession subject to any Lease Agreement;
4. Reserve price to be read out at the sale.

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

J. J. van Huyssteen, vir Lockett, Etsebeth, Liebenberg & Van Huyssteen, Attorneys for the Plaintiff, Plesam Building, Second Avenue, PO Box 99, Nigel. (Ref: Mr van Huyssteen/mm/N1224.)

Saak No. 12515/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **EERSTE NATIONAL BANK BEPERK**, Eiser, en **S. W. MALAZA**, 1ste Verweerder

Ingevolge 'n Vonnis van die Landdroshof te Johannesburg en 'n Lasbrief vir Eksekusie gedateer die 17de dag van Februarie 1994, sal die volgende eiendom in ekskusie verkoop word te Leeupoortstraat 182, Boksburg, op **16 Februarie 1996 om 11:15** aan die hoogste bieder naamlik:

Erf 17442 Vosloorus Uitbreiding 25, Dorpsgebied, Registrasieafdeling I.R. Transvaal, groot 315 (drie honderd-en-vyftien) vierkante meter, gehou kragtens Transportakte TL35735/1990 ook bekend as 17742 Vosloorus.

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

Hoofgebou: Enkel verdieping; 3 slaapkamers, een badkamer; 1 toilet, 1 kombuis; sitkamer.

Buitegeboue: Geen.

Titelakte voorwaarde: Streng vir woning doeleindes alleenlik.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, verseker te word deur 'n goedgekeurde bank- of bouvereniging waarborg binne 15 (vyftien) dae na datum van verkoping.

Die verkoopsvoorwaardes mag gedurende kantoorure te Kantore van die Balju vir Boksburg ondersoek word.

Gedateer te Johannesburg op 5 Januarie 1996.

Brian Alberts & Vennote, 1ste Vloer — Protea Sentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts JAA 120/93B.)

Saak No. 6402/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **STADSRAAD VAN MIDDELBURG**, Eiser, en **P T JIYANE**, Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n Lasbrief tot Uitwinning gedateer die 15de dag van Februarie 1995 sal die ondergenoemde eiendom verkoop word in eksekusie op **Vrydag, die 1ste dag van Maart 1995 om 10:00** by die Landdroshof, President Krugerstraat, Middelburg Transvaal, aan die hoogste bieder:

Erf 242 Eastdene Middelburg 1050, Afdeling JS Transvaal groot 560 (vyfhonderd-en-sestig) vierkante meter met straatadres Medinastraat 14 Eastdene Middelburg 1050.

1. Die eiendom sal voetstoots verkoop word en sonder reserwe aan die hoogste bieder en sal die verkoping onderhewig wees aan die bepalinge van Artikel 66 van die Landdroshofwet van 1944 soos gewysig.

2. Die verkoopprys sal betaalbaar wees soos volg:

2.1 10% (tien persent) van die Koopprys op die dag van die verkoping.

2.2 Die onbetaalde balans tesame met rente op die balanskoopsom gereken teen 'n koers van 20,75% per jaar, gereken vanaf datum van die verkoping tot datum van registrasie van die eiendom in die naam van die Koper sal betaal word of verseker word by wyse van 'n bank en/of bouvereniging waarborg binne 21 (een-en-twintig) dae van datum van verkoping.

2. Vendusiekoste sal betaalbaar wees op die dag van die verkoping en sal as volg bereken word: 4% (vier persent) van die opbrengs van die verkoping met 'n minimum van R10,00 (tien rand).

4. Die volgende verbeterings is op die eiendom aangebring: Woonhuis en buitegeboue bestaande uit: Voorportaal, Sitkamer, Kombuis, 2 Slaapkamers, 1 Badkamer + Toilet, teëldak, 1 buite toilet.

5. Die verdere en volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan dit reeds nou nagegaan word by die kantore van die Geregsbode, Totiusstraat, Middelburg, Transvaal.

Geteken te Middelburg op hede die 4de dag van Januarie 1996.

Birman Boshoff & Du Plessis, Eiser se Prokureurs, Middelburg Sakesentrum, Markstraat 22, Posbus 13, Middelburg. (Verw. mnr Venter/IP/VS620.)

Case No. 7701/95

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

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED**, Plaintiff, and **NGOBESE: SIHLULABELUNGA RICHARD**, 1st Defendant, **MAZIBUKO: YVONNE NOKUTHULA**, 2nd Defendant

In pursuance of a Judgment in the Court of the Magistrate of Boksburg dated the 30th day of August, 1995 and a Writ of Execution dated the 30th of August, 1995, the following will be sold in execution without reserve to the highest bidder on the **9th day of February, 1996** at the office of the Sheriff of the Magistrate's Court, 182 Leeuwpoot Street, Boksburg, at **11:15 a.m.:**

Certain Erf 1710 Dawn Park Ext 28 Township, Registration Division I.R. Transvaal, measuring 899 (eight hundred and ninety-nine) square metres, held by the Mortgagor under Deed of Transfer No. T99691/1994, situated at 48 Hassink Highway, Dawn Park Ext 28, Boksburg.

Improvements: Improvements cannot be guaranteed.

Terms and conditions:

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

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

Dated at Boksburg this 5th day of January, 1996.

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

Saak No. 73010/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS BANK LIMITED**, Eiser, en **DAVID CHRISTOPHER OPPERMAN**, Verweerder,
HILDA ESTHER OPPERMAN, 2de Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n Lasbrief vir Eksekusie gedateer 28 Desember 1995 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof Pretoria Oos te Fehrslaan Sentrum, Strubenstraat 130B, Pretoria aan die hoogste bieder op **28 Februarie 1996 om 10:00:**

Erf 366 geleë in die dorpsgebied Moreletapark, Registrasie Afdeling JR, Provinsie van Gauteng, groot 1287 (eenduisend tweehonderd sewe-en-tagtig) vierkante meter (beter bekend as 709 Rubensteinstraat Moreletapark).

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: Dubbelverdieping woonhuis met 4 slaapkamers, 2 badkamers, sitkamer, eetkamer, TV-kamer, kombuis, studeerkamer, dubbelmotorhuis met buitegeboue, balkon en agterplaas.

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

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

Geteken te Pretoria op hierdie 17 Januarie 1996.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Vloer, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR58059.)

Saak No. 75895/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS BANK LIMITED**, Eiser, en **W J BREYTENBACH**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n Lasbrief vir Eksekusie gedateer 1/12/94 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof Pretoria Suid te Fehrslaan Sentrum, 130B Strubenstraat, Pretoria aan die hoogste bieder op **28 Februarie 1996 om 10:00:**

Erf 1416 geleë in die dorpsgebied The Reeds Uitbreiding 5, Registrasie Afdeling JR, Provinsie van Gauteng, groot 1 000 (eenduisend) vierkante meter (beter bekend as 12 Cravenstraat The Reeds X5).

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: Lee erf.

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

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

Geteken te Pretoria op hierdie 17 Januarie 1996.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Vloer, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR48061.)

Saak No. 69072/93

PH 264

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **FIRST NATIONAL BANK OF SA LTD**, Eiser, en **NTSOMPHE PAUL HLAHANE**, 1ste Verweerder, **EDDIE MAKUBE HLAHANE**, 2de Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik van Johannesburg gehou te Johannesburg in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word deur die Balju voor die Hofgebou, Foxstraat ingang op die **8ste dag van Maart 1996** van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Balju Von Brandisstraat 32, Johannesburg voor die verkoping ter insae sal lê:

Sekere Erf 1558, Makapanstraat, Moroka, Soweto Dorpsgebied, Registrasie Afdeling I.Q., Transvaal, groot 328 (drie honderd agt-en-twintig) vierkante meter, gehou kragtens Akte van Transport TL54882/1991.

Die volgende inligting word verskaf i/s verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: 1 Eetkamer, 1 Sitkamer, 3 Slaapkamers, 1 Badkamer, 1 Motorhuis en 1 Afdak.

Die Erf is as woongebied verklaar.

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

Vendukoste betaalbaar op die dag van verkoping, sal 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 (ses duisend rand) minimum heffing R100.00 (een honderd rand).

Gedateer te Johannesburg op die 16de dag van Januarie 1996.

Van der Walt & Moll Ing., Eiser se Prokureurs, 312 Volkskasgebou, Markstraat 76, Johannesburg. (Tel. 834-1517.) (Verw. mev R. Nell/S537.)

Saak No. 7369/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **ROEBRO CC, t/a AUTO ELECTRO MECH, Eiser, en MNR MALESELA LAZARUS SETLAPELO,**
Verweerder

Ter uitvoering van 'n vonnis en uit hoofde van 'n Lasbrief vir Eksekusie sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, **29 Maart 1996 om 10:00** te Landdroskantoor, Thabamoopo, naamlik:

Erf Nommer: 1947, Eenheid A, Lebowakgomo, Distrik Thabamoopo; groot 450 (vier honderd-en-vyftig) vierkante meter; geleë te 1947, Eenheid A, Lebowakgomo, Distrik Thabamoopo; gehou kragtens Grondbrief 214/85.

Die volgende inligting word gelewer met betrekking tot verbeterings, alhoewel die korrektheid daarvan nie gewaarborg word nie: Vierslaapkamer woonhuis met 'n sinkdak.

Terme: Die koopprys sal betaal word by wyse van 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans, tesame met rente daarop soos gestipuleer in die voorwaardes van verkoping, tot datum van registrasie van oordrag, sal betaal word of verseker word deur die lewering van 'n aanvaarbare bank- of bouvereniging waarborg binne 30 (dertig) vanaf datum van verkoping. Die volledige voorwaardes van verkoping, waarvan die inhoud hierin geïnkorporeer moet word, en wat onmiddellik voor die verkoop uitgelees sal word, mag geïnspekteer word by die kantoor van Balju, Thabamoopo.

Geteken te Pietersburg op hierdie 15de dag van Januarie 1996.

J. Horak, vir Botha Horak Ingelyf, Prokureur vir Eiser, Joubertstraat 27, Pietersburg, 0699. (Tel. No. 291-2147/8.) (Verw. J. Horak/mev. Faulds/5938.)

Case No. 95/20353

PH 630

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA BANK LIMITED (ALLIED BANK DIVISION) FORMERLY KNOWN AS ALLIED BANK LIMITED,**
Plaintiff, and **MULUNDIKA, EMMY,** 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:

A unit consisting of:

1. (a) Section No. 61 as shown and more fully described on Sectional Plan No. SS129/1992 in the scheme known as Dorset Square, in respect of the land and building or buildings situated at Berea Township, the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area, according to the said Sectional Plan is 129 (one hundred and twenty-nine) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan (hereinafter styled "the common property"), held under Deed of Transfer ST5152/1995.

2. An exclusive use area described as Parking No. P 68 measuring 20 (twenty) square metres being as such part of the common property comprising the land and the scheme known as Dorset Square in respect of the land and building or buildings situate at Berea Township, The Greater Johannesburg Transitional Metropolitan Council as shown and more fully described on Sectional Plan No. SS129/1992, held under Notarial Deed of Cession No. SK350/1995.

3. An exclusive use area described as Parking No. P 69 measuring 14 (fourteen) square metres being as such part of the common property comprising the land and the scheme known as Dorset Square in respect of the land and building or buildings situate at Berea Township, The Greater Johannesburg Transitional Metropolitan Council as shown and more fully described on Sectional Plan No. SS129/1992, held under Notarial Deed of Cession No. SK350/1995, being 401 Dorset Square, 78 Hillbrow Street, Berea.

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

The dwelling consists of lounge, dining room, 3x bedrooms, kitchen, separate w.c., balcony, bathroom w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R20 000,00 (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 17th day of January 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge, Sunnyside Drive (Entrance at intersection of Carse O'Gowrie & Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. (PH 630/DX 589 Jhb.) [Tel. (011) 494-2828.] [Fax. (011) 484-7548.] (Ref. 102242/Mr Livingstone/JB.)

Saak No. 1379/95

IN DIE LANDDROSHOF VIR DIE DISTRIK LICHTENBURG GEHOU TE LICHTENBURG

In die saak tussen **OORGANGSRAAD VAN LICHTENBURG**, Eiser, en **A. CADER**, Verweerder

Ingevolge 'n Lasbrief vir Eksekusie gedateer 22 November 1995, sal die volgende eiendom te Resterende Gedeelte van Erf 102, geleë te Shukran, Lichtenburg per publieke veiling verkoop word op **15 Maart 1996 om 10:00:**

Resterende Gedeelte van Erf 102, geleë in die dorp Shukran, Lichtenburg, Registrasie Afdeling I.P. Noordwes, groot 480 (vier agt nul) vierkante meter, gehou kragtens Akte van Transport No. T38863/87.

Die Verkoopsvoorwaardes sal uitgelees word voor die aanvang van die veiling en is ter insae by die kantore van Mnr Bosman & Bosman, Melvillestraat 45, Posbus 1, Lichtenburg.

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

Bosman & Bosman, Prokureurs vir Eiser, Melvillestraat 45, Posbus 1, Lichtenburg, 2740. (Verw. J. J. Nortje/S966/cdv.)

Saak No. 7524/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **ABSA BANK BEPERK**, Eiser, en **DAN HLAKUDI MAHUTAMONGOE RAPHOTLE**, Verweerder

Ter uitvoerlegging van 'n vonnis van die Landdros van Pietersburg toegestaan op die 3de Oktober 1995, en 'n Lasbrief vir Eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op **Vrydag, 9 Februarie 1996 om 10:00** te die kantore van die Landdros, Maréstraat, Pietersburg, aan die hoogste bieder, naamlik:

Gedeelte 146, van Erf 6416, Pietersburg Uitbreiding 11 Dorpsgebied, Registrasie Afdeling L S, Noordelike Provinsie, groot 774 (sewehonderd vier en sewentig) vierkante meter, gehou kragtens Akte van Transport T90560/1994, ook bekend as Privet-laan 13, Florapark, Pietersburg.

Terme: 10% van die koopprijs in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopsvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank of bouvereniging waarborg binne veertien (14) dae vanaf datum van die verkoping. Volledige besonderhede van die verkoopsvoorwaardes is ter insae by die kantoor van die Balju, Pietersburg en kan te enige tyd gedurende kantoorure geïnspekteer word.

Die eiendom is soos volg verbeter, maar word niks gewaarborg nie, naamlik woonhuis bestaande uit sitkamer, eetkamer, kombuis, 3 slaapkamers, 1 badkamer en enkelmotorhuis.

'n Aansienlike bouvereniging lening kan gereël word vir 'n goedgekeurde koper.

Geteken te Pietersburg op die 8ste dag van Januarie 1996.

T. F. Pretorius, vir Niland & Pretorius Ing., Albatrossentrum 2, Markstraat 21, Pietersburg.

Case No. 17090/95

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **JAN JOHANNES BUITENDAG**, Defendant

On the **9th February 1996 at 11:15** a public auction sale will be held at the offices of the Sheriff of the Supreme Court, Boksburg, 182 Leeuwpoot Street, Boksburg, at which the Sheriff will sell:

A unit consisting of:

(a) Section No. 16 as shown and more fully described on Sectional Plan No. SS25/1988 in the scheme known as Patri Place in respect of the land and building or buildings situated at Berton Park Township, in the area of the Transitional Local Council of Boksburg, of which the floor area, according to the said sectional plan is 135 (one hundred and thirty-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 7 Hanakya, Lilian Street, Berton Park, Boksburg (hereinafter called "the property").

Improvements reported (which are not warranted to be correct and are not guaranteed): Brick built flat under tiled roof comprising 5 rooms other than kitchen and 2 bathrooms.

The material conditions of sale are:

1. The property/right of leasehold 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 of transfer, to be secured by acceptable guarantees within 14 (fourteen) 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.

Dated at Germiston on 9 January 1996.

Henry Tucker & Partners, Plaintiff's Attorneys, 6th Floor, Permanent Building, 165 Meyer Street, Germiston, 1400; P.O. Box 507, Germiston, 1400. [Tel. (011) 825-1015.] (Ref. MB0062/C Kent.)

Case No. 95/26629

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **FRANK KENNETH HARDMAN**, Defendant

On the **12th February 1996 at 10:00** a public auction sale will be held at the Sheriff of the Supreme Court, Germiston South, 4th Floor, United Building, 177 President Street, Germiston, at which the Sheriff will sell:

Erf 238, Delville Township Registration Division I.R., the Province of Gauteng, measuring 954 (nine hundred and fifty-four) square metres, situated at 10 Verdun Road, Delville, Germiston (hereinafter called "the property").

Improvements reported (which are not warranted to be correct and are not guaranteed): Detached single storey brick built residence under iron roof comprising entrance hall, 6 rooms other than kitchen and bathroom with outbuildings comprising double garage, carport, domestic quarters and toilet.

The material conditions of sale are:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, "voetstoots", and subject to the Supreme Court Act 59 of 1959.

2. The Purchaser shall pay 10% (ten per centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within 14 (fourteen) 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.

Dated at Germiston on 10 January 1996.

Henry Tucker & Partners, Plaintiff's Attorney, 6th Floor, Permanent Building, 165 Meyer Street, Germiston, 1400; P.O. Box 507, Germiston, 1400. [Tel. (011) 825-1015.] (Ref. MH0056/C. Kent.) Address for service of processes: Nedcor Bank Limited, Nedcor Mortgage Collections, 8th Floor, Nedhof building, 120 End Street, Doornfontein. [Tel. (011) 406-5267/5077.] (Ref. Mrs Beytell/Mrs Tudor.)

Case No. 63719/95

IN THE MAGISTRATE'S COURT PRETORIA

In the matter between **ABSA BANK LIMITED (UNITED DIVISION)**, Plaintiff, and **SEVLIE JOHN MALULEKE**, First Defendant, and **DIKELEDI JANE MALULEKE**, Second Defendant

A sale will be held at Fehrs Lane Centre, 130B Struben Street, Pretoria on **Wednesday, 14 February 1996 at 10:00** of:

Erf 2008, The Reeds Extension 9 Township, Registration Division J R Transvaal, measuring 1 000 square metres, known as 7 Santie Street, The Reeds Extension 9.

Particulars are not guaranteed.

Dwelling with lounge, family room, diningroom, kitchen, three bedrooms, two bathrooms (bath/toilet), (bath/toilet/shower), toilet/shower, two garages and staff room.

Inspect Conditions at Sheriff Pretoria South, Holding 83, corner of Gerhardts Street and West Avenue, Lyttelton Agricultural Holdings, Verwoerdburg City.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref: N1/A-451257/JAA/J. S. Herbst.)

Case No. 74151/95

IN THE MAGISTRATE'S COURT PRETORIA

In the matter between **ABSA BANK LIMITED (UNITED DIVISION)**, Plaintiff, and **THOMAS REID JANSEN**, First Defendant, and **HESTER GERTRUIDA MARIA PIETERNELLA JANSEN**, Second Defendant

A sale will be held at Room 603A, Olivetti House, corner Schubart and Pretorius Streets, Pretoria, on **Thursday, 15 February 1996 at 10:00** of:

Section No. 4 as shown on Sectional Plan Number SS217/84 in the building Elizabeth Court situated at Erf 1497, Pretoria City Area: Local Authority Central Pretoria Metropolitan Substructure measuring 65 square metres; and

An undivided share in the common property in the land and building held under Deed of Transfer Number ST 44140/95 dated 6 June 1995.

Known as Flat Number 4, Elizabeth Court, 201 Church Street, Pretoria.

Particulars are not guaranteed.

1½-bedroomed flat with lounge & bathroom.

Inspect Conditions at Sheriff Pretoria West, Room 607, Olivetti House, corner Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref: N1/A-451316/JAA/J. S. Herbst.)

Case No. 55240/1992

IN THE MAGISTRATE'S COURT PRETORIA

In the matter between **ABSA BANK LIMITED (ALLIED DIVISION)**, Plaintiff, and **MAKGOLENG DAVID PHASHA**, First Defendant, and **DIANA MERRIAM MOSHIDI PHASHA**, Second Defendant

A sale will be held at Room 603A, Olivetti House, corner Schubart and Pretorius Streets, Pretoria on **Thursday, 15 February 1996 at 10:00** of:

All right, title and interest in the Leasehold in respect of Erf 7673, situated in the township Atteridgeville Extension 3, Registration Division J R Transvaal, measuring 381 square metres, known as 7673 Atteridgeville Extension 3.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, three bedrooms & bathroom.

Inspect Conditions at Sheriff Pretoria North West, Room 202, Olivetti House, corner Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref: N1/A-43442(338558)/JAA/J. S. Herbst.]

Case No. 6755/1992

IN THE MAGISTRATE'S COURT WONDERBOOM

In the matter between **ABSA BANK LIMITED (UNITED DIVISION)**, Plaintiff, and **LESIBA SOLOMON KEKANA**, 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, 16 February 1996 at 11:00** of:

All right title and interest in the Leasehold in respect of Erf 1608 (now Erf 9257) in the township Mamelodi Extension 2, Registration Division: J R Transvaal, measuring 375 square metres, known as 9257 (previously 1608) R O W Mamelodi Extension 2.

Particulars are not guaranteed.

Dwelling with kitchen, three bedrooms, bathroom & family room.

Inspect Conditions at Sheriff Wonderboom, Portion 83, De Onderstepoort (just North of Sasko Mills), Old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref: N1/A-M01160(347328)/JAA/J. S. Herbst.]

Case 13357/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **THE STANDARD BANK OF SA LTD**, Plaintiff, and **RACHIPI GRIFFITHS MACHABA**, First Defendant, and **NEELENG DORIS MACHABA**, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the abovementioned suit, a sale will be held at the office of the Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of the Sasko Mills, old Warmbaths Road, Bon Accord) on **Friday, 9 February 1996 at 11:00** of the undermentioned property of the Defendants on the conditions to be read out by the Auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

All right, title and interest in the leasehold in respect of Erf 19635, situated in the township of Mamelodi, Registration Division JR, Transvaal, measuring 404 (four hundred and four) square metres, held under Certificate of Registered grant of leasehold TL44705/90, subject to such conditions as are mentioned or referred to in the said deed.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining room, kitchen, 3 bedrooms, 2 bathrooms/wc and 1 garage.

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

Dated at Pretoria this 17th day of January 1996.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref: EME/ep S870/91.)

Saak No. 5452/95

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen **ABSA BANK BEPERK**, h/a **ALLIED BANK**, Eksekusieskuldeiser, en **H. J. D. DEYSEL**, Eksekusieskulde-naar

Ingevolge uitspraak van bogenoemde Agbare hof en 'n Lasbrief tot Eksekusie gedateer 18 Desember 1995 sal hierdie ondervermelde eiendom geregtelik verkoop word op die **16de Februarie 1996 om 11:00** voor die Landdroskantoor, Kloppestraat, Rustenburg, aan die persoon wie die hoogste aanbod naam, nl:

Sekere Erf 550 geleë in die dorp Cashan, Rustenburg, Registrasie Afdeling J.Q. Transvaal, groot 1 525 (een duisend vyf honderd vyf-en-twintig) vierkante meter, gehou kragtens Transportakte T33943/88, onderhewig aan al sodanige voorwaardes as wat in die gemelde Akte vermeld staan of na verwys word.

Die Verkoopsvoorwaardes, wat onmiddellik voor die verkoping gelees sal word lê ter insae in die kantoor van die Balju, Smutslaan, Rustenburg. Die belangrikste voorwaardes daarin vervat is die volgende: Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die regte van die Verbandhouders soos uiteengesit in die Verkoopsvoorwaardes wat ter insae lê by die kantore van die Balju, Smutslaan, Rustenburg, by die Klerk van die Hof, Rustenburg en by die Eiser se prokureurs, Breytenbach, Prinsloo Ingelyf, Burgerstraat 122, Rustenburg.

Geteken te Rustenburg hede die 2de dag van Januarie 1996.

Breytenbach, Prinsloo Ingelyf, Breytenbach Prinsloo Gebou, Burgerstraat 122, Posbus 75, Rustenburg. (Verw. Mnr. Prinsloo/LS/AC6.)

Case No. 8155/95

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

In the matter between **NBS BANK LIMITED**, Plaintiff, and **ONICA MOKGOMO**: ID.560816 0426081, Defendant

Kindly take notice that pursuant to a judgment granted on the 5 December 1995 and Warrant of Execution dated 5 December, 1995 the following property will be sold in Execution at **11:00 on Wednesday 28 February, 1996** at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

Portion 3 of Erf 5700, Benoni Extension 16, Registration Division I R Transvaal, measuring 1 130 (one thousand one hundred and thirty) sq metres.

Improvements: Single storey brick and plaster under tile, lounge, dining room, kitchen, 3 bedrooms, 1 change area, 2 bathrooms/toilets, entrance hall, family room, laundry, double garage, outside toilet, brick drive, patio, known as 24 Vaal Road, Farrarmere Benoni Ext 16.

Terms and conditions:

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

Conditions: The full Conditions of Sale may be inspected at the Sheriff of the Magistrates Court's office, Benoni.

Dated at Benoni on the 11 January 1996.

M. C. Gishen, for Gishen Gilchrist & Reid, 7th Floor, Momentum Building, 54 Woburn Avenue, P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1476.)

Case 4855/94

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

In the matter between **NBS BANK LIMITED**, Plaintiff, and **FRANK JEFFREY FLETCHER**: ID 590227 5054 007, Defendant, **LOREEN DAWN FLETCHER**, 2nd Defendant

Kindly take notice that pursuant to a judgment granted on the 1 March 1995 and Warrant of Execution dated 1 March, 1995 the following property will be sold in Execution at **11:00 on Wednesday 28 February, 1996** at the offices of the Magistrates Court, Harpur Avenue, Benoni:

Erf 1619, Crystal Park Extension 2 Township, Registration Division I R Transvaal, measuring 1 103 (one thousand one hundred and three) sq metres.

Improvements: Single storey brick under tile, lounge, dining room, three bedrooms, kitchen, one bathroom, shower/toilet; swimming pool, concrete wall, drive, carport and outside toilet, known as 22 Thrush Street, Crystal Park, Benoni.

Terms and conditions:

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

Conditions: The full Conditions of Sale may be inspected at the Sheriff of the Magistrates Court's office Benoni.

Dated at Benoni on the 9 January 1996.

M. C. Gishen, for Gishen Gilchrist & Reid, 7th Floor, Momentum Building, 54 Woburn Avenue, P.O. Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref. Mrs Bluett/N1279.)

Case No. 5144/93

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

In the matter between **N B S BANK LIMITED**, Plaintiff, and **CATRINA JOHANNA SUSANNA BRETT**, Defendant

Kindly take notice that pursuant to a judgment granted on the 13 September 1993 and warrant of execution dated 21 October, 1993 (re-issued) the following property will be sold in execution at **11:00 on Wednesday 28 February, 1996** at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

Erf 5044, Northmead Extension 9 Township, Registration Division I R Transvaal.

Improvements: single storey semiface brick under tile, entrance hall, lounge, dining room, kitchen, 3 bedrooms, 2 bathrooms, 2 toilets, shower, TV room, dbl garage, brick driveway, patio, electronic gates, outside toilet.

Known as 9 Olienhout Street, Northmead Ext 9, Benoni.

Terms and conditions

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

Conditions: The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court's office, Benoni.

Dated at Benoni on the 09 January 1996.

M C Gishen, for Gishen Gilchrist & Reid, 7th Floor, Momentum Building, 54 Woburn Avenue, Benoni; P O Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref: Mrs Bluett/N1153.)

Case No. 192/95

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

In the matter between **N B S BANK LIMITED**, Plaintiff, and **JOHANNES HERMANUS VAN WYK: ID. 4612195056005**, Defendant

Kindly take notice that pursuant to a judgment granted on the 07 July 1995 and warrant of execution dated 7 July, 1995 the following property will be sold in execution at **11:00 on Wednesday 28 February, 1996** at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

Erf 340, Rynfield Township, Registration Division I R Transvaal, measuring: 3 926 (three thousand nine hundred & twenty-six) sq metres.

Improvements: Split level brick under tile, entrance hall, atrium, lounge, dining room, study, family room, bar, kitchen, pantry, laundry, 4 bedrooms, 3 bath/shower, toilet, 1 bath/toilet, double garage, carport, 2 outside rooms, 1 outside bath/toilet, brick drive, paving, electric gates, intercom system, swimming pool.

Known as 4 Scott Street, Rynfield, Benoni.

Terms and conditions

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

Conditions: The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court's office, Benoni.

Dated at Benoni on the 12 January 1996.

M C Gishen, for Gishen Gilchrist & Reid, 7th Floor, Momentum Building, 54 Woburn Avenue, Benoni; P O Box 356, Benoni, 1500. (Tel. 421-0921.) (Ref: Mrs Bluett/N1336.)

SALE IN EXECUTION

The property listed hereunder will be sold in execution and by public auction on **19th February 1996 at 11:00 a.m.** at the property namely:

Certain Erf 846, Dawn Park Extension 2 Township, situated at 9 Riaana Avenue, the Township of Dawn Park Extension 2, district of Boksburg, measuring 804 (eight hundred and four) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, comprising a lounge, diningroom, kitchen, familyroom, two bedrooms, bathroom with a shower and a toilet and a single carport.

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, Boksburg, 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 4764/93

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 **GEORGE PEREIRA LUISE**, First Defendant, **YVONNE UNA LUISE**, Second Defendant

In pursuance of a Judgment in the Court for the Magistrate of Boksburg on the 29th June 1993 and a Warrant of Execution issued pursuant thereto the property listed hereunder will be sold in Execution and by public auction on **19th February 1996 at 10:00** at the property namely:

Certain Erf 403, Van Dykpark Township, situated at 12 Crossberry Street, the Township of Van Dykpark, District of Boksburg, measuring 884 (eight hundred and eighty-four) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, comprising a lounge, diningroom, three bedrooms, one bathroom, separate w/c, kitchen, double carport 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 15th day of January 1996.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Teixeira/AU0203.)

Case No. 27010/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **MOZI SHELEMBE**, Defendant

Notice is hereby given that on the **16 February 1996, at 11:00** the undermentioned property will be sold by Public Auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a Judgment in this matter granted by the above Honourable Court on 1 December 1995, namely:

Certain Erf 18083, Tsakane Ext 8, Registration Division I.R The Province of Gauteng, situated at 18083 Tsakane Ext 8, Brakpan (also known as 18083, Thomo Street, Tsakane Ext 8).

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of 2 bedrooms, bathroom, toilet, kitchen, lounge.

The full Conditions of Sale may be inspected at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan.

Dated at Boksburg on this the 12 January 1996.

C. K. Tucker, for Tuckers Inc., 2nd Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H08048.)

Saak No. 282/95

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDBURG GEHOU TE RANDBURG

In die saak tussen **STADSRAAD VAN MIDRAND**, Eiser, en **DIANE STEVENS-KING**, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 23 November 1995 sal die ondervermelde eiendom op **29 Februarie 1996 om 10:00** deur die Balju Sandton voor die Landdroskantore te Randburg, hoek van Jan Smutsstraat en Selkirklaan, Randburg, aan die hoogste bieder geregtelik verkoop word:

Gedeelte 1 van Hoewe 57, Kyalami Landbouhoewes, Registrasie Afdeling J.R., Transvaal, groot 1,0000 hektaar, gehou kragtens Akte van Transport T40910/1992, bekend as h/v Gedeelte 1 van Pine- en Mainweg 57, Kyalami Landbouhoewes.

Verbeterings (geen waarborg word in hierdie verband gegee nie): 'n Dubbelverdieping woonhuis bestaande uit 3 slaapkamers, 2 badkamers, kombuis, eetkamer, sitkamer, ontbyt kamer, ingangsportaal, dubbelmotorhuis en bediende kwartiere bestaande uit 1 slaapkamer en 1 badkamer.

Sonering: Landbou.

Die verkoopsvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, h/v Grayston- en Rivoniastrate, Sandton, 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 afslaaersgelde 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 15de dag van Januarie 1996.

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

Saak No. 58637/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **BIFCO 'N DIVISIE VAN MERCANTILE BANK BEPERK**, Eiser, en **MTHUTUZELI ARCHIE LUFUNDO**, Verweerder

Ten uitvoer van 'n Vonnis en Lasbrief vir Eksekusie gedateer 20 April 1995 in die Landdroshof vir die distrik van Pretoria, sal die ondergenoemde eiendom in eksekusie verkoop word op Donderdag, die **15de Februarie 1996 om 10:00** te 603 Olivettigehou, hoek van Schubart- en Pretoriusstraat, Pretoria aan die hoogste bieder:

Beskrywing: Erf 2443, Atteridgeville, Registrasie Afdeling JR Gauteng, bekend as Chabangustraat 26, Atteridgeville, Pretoria, groot 301 (driehonderd-en-een) vierkante meter gehou deur die Eksekusieskuldenaar as geregistreerde huurpaghouer in terme van sertifikaat no. TL 57900/90.

Besonderhede: Die volgende besonderhede word beskaf, maar word geen waarborg hiervoor gegee nie: Die woning op die eiendom bestaan uit 'n sitkamer, 'n slaapkamer, 'n kombuis, 'n toilet, sowel as buitegeboue wat 'n motorhuis en nog 'n slaapkamer insluit.

Voorwaardes van betaling:

1. Die eiendom word "voetstoots" aan die hoogste bieder verkoop, onderhewig aan die bepalings van die Landdroshowewet, Wet No. 32 van 1944, soos gewysig.

2. Die aankoopprys sal soos volg betaalbaar wees: (a) 10% (Tien persent) van die aankoopprys moet in kontant betaal word by die aangaan van die aankoop; (b) die volle balans moet gedek word deur die lewering van 'n bevredigende bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van ondertekening van die voorwaardes van verkoop aan die Geregsbode, Pretoria Noord-Wes.

3. Die verkoping geskied onderhewig aan verdere verkoopsvoorwaardes wat voor die verkoping deur die Geregsbode, Pretoria Noord-Wes uitgelees sal word en vir insae lê gedurende kantoorure by die betrokke Geregsbode.

Geteken te Sinoville op die 15de dag van Januarie 1996.

A. H. Grobler, vir Andre Grobler Prokureur, Prokureurs vir Eiser, hoek van Mirca- en Marija Laan, Sinoville, Pretoria. (Tel. 543-0776.) (Verw. Diederichs/IM0011.)

Case No. 17747/95

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

In the matter between **THE STANDARD BANK OF S A LTD**, Plaintiff, and **CLIFFORD WOODS**, First Defendant,
ANN ELIZABETH MARGARETH WOODS, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the abovementioned suit, a sale will be held at Ferhs Avenue Centre, 130B Struben Street, Pretoria, on **Wednesday, 14 February 1996 at 10:00** of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Erf 260 Clubview Township, Registration Division JR, Transvaal (also known as 154 Stymie Avenue, Clubview West, Pretoria), measuring 1 965 (one thousand nine hundred and sixty-five) square metres, held by Deed of Transfer T36653/1989, subject to the conditions therein contained and specially subject to the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of entrance hall, lounge, dining room, kitchen, 3 bedrooms, bathroom, w.c., servant's w.c. and swimming pool. Cottage consisting of 1 bedroom, kitchen, bathroom and w.c.

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

Dated at Pretoria this 15th day of January 1996.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. (Tel. (012) 320-8500.) (Ref. EME/ep S1126/95.)

Saak No. 7703/95

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

In die saak tussen **ABSA BANK BEPERK** (H/A o.a. VOLKSKAS BANK), Eiser, en **ANNA MAGDALENA LOMBARD**, Verweerder

'n Verkoop in Eksekusie word gehou deur die Balju Pretoria-Oos, Fehrslaan Sentrum, Strubenstraat 130B op **14 Februarie 1996 om 10:00** van die volgende vaste eiendom:

Gedeelte 1 van Erf 546 geleë in die dorpsgebied Garsfontein, Registrasie Afdeling J.R., Gauteng, groot 1 050 vierkante meter; gehou kragtens Akte van Transport T107906/1992 (bekend as Nieuwoudstraat 732, Garsfontein).

Besonderhede word nie gewaarborg nie.

Verbeteringe: Luukse dubbelverdieping woonhuis bestaande uit: Sitkamer, eetkamer, familiekamer, kroeg en kombuis. Boonste verdieping: Sitkamer, 4 slaapkamers, gaste kleedkamer en 3 badkamers. Jacuzzi en Swembad. Vloere: Goeie kwaliteit matte en keramiek teëls. Dubbel motorhuis.

Besigtig verkoopvoorwaardes by Balju, Pretoria-Oos, Fehrslaan Sentrum, Strubenstraat 130B, Pretoria.

Tim du Toit & Kie Ingelyf. (Tel. 320-6753.) (Verw. Beukes/LB.)

Saak No. 4473/90

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

In die saak tussen **ABSA BANK BEPERK** (H/A o.a. VOLKSKAS BANK), Eiser, en **CORNELIA CAROLINA VENTER**, Verweerder

'n Verkoop in Eksekusie word gehou deur die Balju Pretoria-Oos, Fehrslaan Sentrum, Strubenstraat 130B op **14 Februarie 1996 om 10:00** van die volgende vaste eiendom:

Erf 85 geleë in die dorpsgebied Lydiana, Registrasie Afdeling J.R., Gauteng, groot 1 983 vierkante meter, gehou kragtens Akte van Transport T51535/1969 (bekend as Orpenlaan 37, Lydiana).

Verbeteringe: Klinkersteen woonhuis met teëldak bestaande uit: Ingangsportaal, sitkamer, eetkamer, patio, kombuis en "scullery", 4 slaapkamers, 2 badkamers, aparte toilet, "laundry". Vloere: Matte en vinyl bedekking. Buitegeboue: Toilet, dubbel-motorhuis en bediendekamer. Swembad. Omheining van voorafvervaardigde beton.

Besonderhede van die verbeterings op die eiendom word hierbo verstrek, maar nie gewaarborg nie.

Besigtig verkoopvoorwaardes by Balju, Fehrslaan Sentrum, Strubenstraat 130B, Pretoria.

Tim du Toit & Kie Ingelyf. (Tel. 320-6753.) (Verw. Beukes/LB.)

Saak No. 597/95

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **DIE STADSRAAD VAN MIDDELBURG**, Eiser, en **MNR W J MARITZ**, Eerste Verweerder, **MEV M M MARTIZ**, Tweede Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n Lasbrief tot Uitwinning gedateer die 16de dag van Maart 1995, sal die ondergenoemde eiendom verkoop word in eksekusie op **Vrydag, die 1ste dag van Maart 1996 om 10:00** by die Landdroshof, President Krugerstraat, Middelburg, Transvaal, aan die hoogste bieder:

Erf 4874, Uitbreiding 13, JS Transvaal, Middelburg, groot 1 410 vk meter met straatadres C R Swartstraat 28, Dennesig, Middelburg, 1050.

Die eiendom sal voetstoots verkoop word en sonder reserwe aan die hoogste bieder en sal die verkoping onderhewig wees aan die bepalings van Artikel 66 van die Landdroshofwet van 1944 soos gewysig.

2. Die verkoopprijs sal betaalbaar wees soos volg:

2.1 10% (tien persent) van die Koopprijs op die dag van die verkoping.

2.2 Die onbetaalde balans tesame met rente op die balanskoopsom gereken teen 'n koers van 20.75% per jaar, gereken vanaf datum van die verkoping tot datum van registrasie van die eiendom in die naam van die Koper sal betaal word of verseker word by wyse van 'n bank en/of bouvereniging waarborg binne 21 (een-en-twintig) dae van datum van verkoping.

3. Vendusiekoste sal betaalbaar wees op die dag van die verkoping en sal as volg bereken word: 4% (vier persent) van die opbrengs van die verkoping met 'n minimum van R10,00 (tien rand).

4. Die volgende verbeterings is op die eiendom aangebring: Woonhuis en buitegeboue bestaande uit.

5. Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan dit reeds nou nagegaan word by die kantore van die Geregsbode, Totiusstraat, Middelburg Transvaal.

Geteken te Middelburg op hede die 2de dag van Januarie 1996.

A. M. Venter, p/a Birman Boshoff & Du Plessis, Eiser se Prokureurs, Middelburg Sakesentrum, Markstraat 22, Posbus 13, Middelburg. (Verw. mnr. Venter/hs/V5520.)

Saak No. 10213/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOUD TE VEREENIGING

In die saak tussen **ABSA BANK BEPERK**, Nr. 86/04794/06 (ALLIED BANK DIVISIE), Eiser, en **KENDREW GEORGE ELLIOTT**, Verweerder

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik van Vereeniging sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Balju Landdroshof, Beaconsfieldlaan 41a, Vereeniging op die **14de Februarie 1996 om 10:00**, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju Landdroshof, Vereeniging:

Sekere Gedeelte 4 van Erf 2388 geleë in die dorpsgebied van Three Rivers Uitbreiding 1, Registrasie Afdeling I.Q., Transvaal (Generaal Hertzogweg 163A), groot 1 408 vierkante meter.

Verbeterings: Ingangsportaal, sitkamer, eetkamer, familiekamer, drie slaapkamers, twee badkamers/w.c., aparte stort, kombuis, opwaskamer, enkel garage, swembad.

Terme: Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalinge van Artikel 66 van die Landdroshofwet, Wet 32 van 1944, soos gewysig.

Die koopprys sal as volg betaalbaar wees:

- (a) Tien (10) persentum van die koopprys is betaalbaar in kontant na afhandeling van die verkoping en;
- (b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 18,25% per jaar vanaf datum van koop tot datum van betaling;
- (c) die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie;
- (d) die koper sal ook aanspreeklik wees vir betaling van Afslaerskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

Voorwaardes:

- (a) Die voorwaardes van koop sal deur die Balju Landdroshof uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word

Gedateer te Vereeniging hierdie 8ste dag van Januarie 1996.

D. C. J. Hoffman, vir D J Malan & Hoffman, Cicero Gebou, Lesliestraat 14, Vereeniging; Posbus 415. (Verw. mnr. Hoffman.)

Saak No. 9127/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ROODEPOORT GEHOUD TE ROODEPOORT

In die saak tussen **LEON COMBRINCK**, Eiser, en **MARK REEVES ESTATES CC**, Eerste Verweerder, **MARK ROBERT REEVES**, Tweede Verweerder, **PETER ARTHUR REEVES**, Derde Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word voor die Landdroshof, Randburg om **10:00 op Donderdag 15 Februarie 1996:**

Eenheid 3 River Club Park Skema No. 84 Sandton/River Club X1, 493 Dorpsgebied, Registrasie Afdeling I.Q., in die Provinsie van Gauteng.

Tesame met 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en geboue soos getoon en vollediger beskryf op die deelplan.

Geleë te Eenheid 3, Woonstel 7, River Club Park, Borrowdaleweg 8, Randburg, bestaande uit 'n woonstel onder teël dak met staal vensters, gepleisterde mure met 1 sitkamer, 1 eetkamer, 1 badkamer, 2 slaapkamers, 1 gang, 1 kombuis.

Die volledige verkoopvoorwaardes kan by die Balju, Randburg gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word; dat 10% van die koopprys asook afslaerskommissie betaalbaar is in kontant onmiddellik na die verkoping en dat die saldo koopprys betaalbaar teen registrasie van transport verseker moet word binne 14 dae daarna.

Louw & Heyl, Prokureur vir Eiser, Louw en Heyl Gebou, Property Park, Ontdekkersweg 389C, Roodepoort. (Tel. 475-5090.)

Case No. 13884/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **MABOYIKANE HAROLD MASINGE**, 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 Pretoria, 603A Olivetti House, corner of Schubart and Pretorius streets, Pretoria on the **15th day of February 1996 at 10:00** on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the said sheriff prior to the sale:

Certain Erf 7784 situate in the residential area of Atteridgeville Ext 3, Registration Division J.R., Transvaal, situated at Site 7784 Atteridgeville Extension 3 measuring 286 (two hundred and eighty-six) square metres.

Improvements (not guaranteed): A lounge, kitchen, 2(two) bedrooms and one (1) 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 15th day of January 1996.

Matlala Incorporated, 8th Floor, Standard General Building, 215 Proes Street; P.O. Box 3217, Pretoria, 0002. (Docex. 70.) [Tel. (012) 326-8923/4/5.] [Fax. (012) 323-7431.] (Ref. GGM/jnm/G6662.)

Saak No. 9884/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA BANK BEPERK**, No. 86/04794/06 (ALLIED BANK DIVISIE), Eiser, en **WILLIE BANDA** en **FRANCINA LIMAKATSO BANDA**, Verweerders

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik van Vereeniging sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Landdroshof, Generaal Hertzogweg, Vanderbijlpark op die **8ste Maart 1996 om 10:00**, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju Landdroshof, Vanderbijlpark:

Sekere Erf 870 Sebokeng Eenheid 10 Uitbreiding 3 Dorpsgebied, Registrasie Afdeling I.Q., Transvaal, groot 418 vierkante meter.

Verbeterings: Ingangsportaal, sitkamer, eetkamer, drie slaapkamers, twee badkamers/w.c., kombuis, enkel garage, buite-kamer.

Terme: Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van Artikel 66 van die Landdroshowewet, Wet 32 van 1944, soos gewysig.

Die koopprys sal as volg betaalbaar wees:

- (a) Tien (10) persentum van die koopprys is betaalbaar in kontant na afhandeling van die verkoping en;
- (b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 18,25% per jaar vanaf datum van koop tot datum van betaling;
- (c) die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie;
- (d) die Koper sal ook aanspreeklik wees vir betaling van Afslaerskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

Voorwaardes:

(a) Die voorwaardes van koop sal deur die Balju Landdroshof uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging hierdie 11de dag van Januarie 1996.

D. C. J. Hoffman, vir D J Malan & Hoffman, Cicero Gebou, Lesliestraat 14, Vereeniging; Posbus 415. (Verw. mnr Hoffman.)

Saak No. 1088/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN POTCHEFSTROOM GEHOU TE FOCHVILLE

In die saak tussen **EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BPK**, Eiser, en **MNR C J JANEKE**, 1e Verweerder, **MEV G M S JANEKE**, 2de Verweerder

In terme van 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief teen onroerende goed, uitgereik deur bogenoemde Agbare Hof, sal 'n verkoping in eksekusie by wyse van 'n geregtelike verkoping aan die hoogste bieder, sonder 'n reserweprys gehou word deur die Balju van Fochville, voor die Landdroskantoor, Losberglaan, Fochville, om **10:00** op Vrydag, **16 Februarie 1996**:

Die verkoopvoorwaardes wat deur die Balju gelees sal word voor die verkoping 'n aanvang neem, is ter insae te die kantoor van die Balju en die Eiser se prokureurs, Oosthuizen & Roeland van Presidentstraat 51, Fochville.

Die eiendom wat verkoop word is beskryf as Erf 349, geleë in die dorp Fochville, geleë te Skoolstraat 56, Fochville, Registrasie Afdeling I.Q. Transvaal, groot 495 (vierhonderd vyf-en-negentig) vierkante meter.

10% van die koopprys en die afslaer se koste in kontant is betaalbaar op die dag van die verkoping, die saldo teen registrasie van die Transport wat gewaarborg moet word deur 'n goedgekeurde bank- of bougenootskapswaarborg wat afgelewer moet word binne 14 dae vanaf datum van verkoping en verder ooreenkomstig die voorwaardes van verkoping.

Geteken te Fochville op 12 Januarie 1996.

P. P. Oosthuizen, vir Oosthuizen & Roeland, Prokureur vir Eiser, Presidentstraat 51, Fochville, 2515. Tel. 01492-2061.

Saak No. 6581/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **UNITED BANK** ('n Divisie van ABSA), Eiser, en **J W H VAN WYK**, Eerste Verweerder, **A VAN WYK**, Tweede Verweerder

Ingevolge uitspraak in die Hof van die Landdros van Middelburg en eksekusie teen goed gedateer 18 Mei 1995 sal die ondervermelde eiendom op **Vrydag, 9 Februarie 1996 om 11:00**, te Kogelstraat 36, Middelburg, aan die hoogste bieder geregtelik verkoop word, naamlik:

Resterende Gedeelte van Gedeelte 1 van Erf 713, Registrasie Afdeling J.S., provinsie van Mpumalanga, groot 713 (sewehonderd en dertien) vierkante meter, gehou kragtens Akte van Transport T14840/91.

Verkoopsvoorwaardes:

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

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

F. J. Botha, vir Esterhuysen & Botha, Posbus 68, Markstraat 20B, Middelburg, 1050. (Verw. mnr Botha/lh/14828.)

Case No. 12664/94

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

In the matter between **GERMISTON CITY COUNCIL**, Plaintiff, and **J ANTHONY**, Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston South and writ of execution dated 22nd December 1994 the property listed herein will be sold in execution on Monday, the **19th February 1996 at 10:00** at the offices of the Sheriff Magistrate's Court, Du Pisanie Building, 72 Joubert Street, Germiston, to the highest bidder:

Erf 1036 (formerly 212) Germiston Ext 4 Township, Registration Division IR, Transvaal, situated at 11 Nasmith Street, Germiston Ext 4, measuring 628 square metres.

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

Improvements: Factories.

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

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

96-01-12.

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

Saak No. 95/15602

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **AFRICAN BANK BEPERK**, Eiser, en **HOWARD INVESTMENTS CC**, 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, Marshallstraat 131, Johannesburg op die **22ste 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 Johannesburg suid voor die verkoping ter insae sal lê:

Sekere: Erf 33, Springfield Dorpsgebied, Johannesburg, Registrasie Afdeling I.R., Transvaal, groot 495 (vier nege vyf) vierkante meter (ook bekend as Marlboroughstraat 64, Springfield, Johannesburg).

Die volgende inligting word verskaf i/s verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: 'n Siersteen gebou met sink dak bestaande uit: 3 kantore, 2 kleedkamers, 2 toilette, 2 klein stoorkamers, 1 groot stoorkamer. Buitegeboue bestaande uit: Geen.

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 11de dag van Januarie 1996.

Van Wyk de Vries, Eiser se Prokureurs, 42ste Vloer, Carltonsentrum, Johannesburg. (Tel. 331-9128.) (Verw. M. Postma/jf M23659.)

Case No. 12075/92

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 **CHRISTIAAN HENDRIK BOSHOF**, First Defendant, **MARTINE FRANCOISE MARGUERITE BOSHOF**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on the 24th February 1993 and a warrant of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on **27th February 1996 at 10:00**, at the property namely:

Certain Erf 2359, Benoni Township, situated at 29 4th Avenue, the Township of Northmead, District of Benoni, measuring 1 190 (one thousand one hundred and ninety) 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, three bedrooms, one bathroom, kitchen, pantry, single garage, three servants rooms, coal shed 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 Libra Auctioneers CC, 6 Kingfisher Street, Horison Park, Roodepoort.

Dated at Boksburg on this 16th 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/AU0027.)

SALE IN EXECUTION

The property listed hereunder will be sold in execution and by public auction on **20th February 1996 at 10:00** at the property namely:

Certain Erf 188, Impalapak Township, situated at 15 Atar Avenue, the Township of Impalapak, 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, comprising a lounge, diningroom, kitchen, familyroom, three bedrooms, bathroom with a shower and a toilet, garage, servants room and one w.c.

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, Boksburg and/or at the offices of Libra Auctioneers CC, 6 Kingfisher Street, Horison Park, Roodepoort, at any time prior to the sale.

Case No. 16263/95

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

In the matter between **SOUTH AFRICAN POST OFFICE LIMITED**, Plaintiff, and **J. BRITZ**, Defendant

A sale in execution will be held on Thursday, **15 February 1996 at 10:00**, by the Sheriff for Pretoria West at Room 603A, Sixth Floor, Olivetti House, cor. Schubart and Pretorius Streets, Pretoria, of Erf 1868, situated in the township of Danville Extension 2, Registration Division J.R., Transvaal, in extent 595 (five hundred and ninety-five) square metres, held by virtue of Deed of Transfer No. T81403/91, also known as 175 Dinkelman Street, Danville Extension 2.

Particulars are not guaranteed.

Dwelling with 3 bedrooms, 1 bathroom, 1 separate toilet, 1 lounge, 1 kitchen—residential rights.

Inspect conditions at Sheriff for Pretoria West, 607 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria.

J. Sterk, for Lamprecht & Sterk Inc., Attorneys for Plaintiff, Third Floor, Burlington House, 233 Church Street East, Pretoria. (Tel. 21-1501.) (Ref. Mr J. Sterk/AMB/10208/53428.)

Saak No. 12013/95

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

ABSA BANK BEPERK (h/a ALLIED BANK voorheen ALLIED BOUVERENIGING) Eksekusieskuldeiser, en
S. W. ATHIENIDES, Eksekusieskuldenaar

Ten uitvoerlegging van 'n Vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur Mnre. Property Mart Afslaers, op die **14de dag van Februarie 1996 om 11:00**, te Erf 29, Glen Marais Dorpsgebied, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die Afslaer uitgelees sal word ten tye van die verkoping, en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Afslaer te 1ste vloer, Pogir Bastion Ins. Huis, 244 Louis Bothalaan, Orange Grove:

Sekere Erf No. 29, Glen Marais Dorpsgebied, Registrasieafdeling I R, Transvaal, Transportaktenommer gehou onder Titelakte No. T72232/93, grootte 1 110 (eenduisend eenhonderd en tien) vierkante meter, ook bekend as Beukeslaan 47, Glen Marais.

Beskrywing: Woning bestaande uit 1 eetkamer, 1 kombuis, 3 slaapkamers, 1 sitkamer, 2 badkamers, 2 toilette, 1 familie/TV kamer, alles onder 'n teëldak, 2 motorhuise en 'n swembad.

Die eiendom is omhein met betonmure.

Verbeterings word nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 5de dag van Januarie 1996.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1704.)

Saak No. 1317/95

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

ABSA BANK BEPERK (h/a ALLIED BANK voorheen ALLIED BOUVERENIGING) Eksekusieskuldeiser, en
Y. K. MARAIS, Eksekusieskuldenaar

Ten uitvoerlegging van 'n Vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur Mnr. Property Mart Afslaers, op die **14de dag van Februarie 1996 om 14:00**, te Eenheid Nommer 9, in die skema beter bekend as Norkem Gardens, Norkem Park Dorpsgebied, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die Afslaer uitgelees sal word ten tye van die verkoping, en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Afslaer te 1ste vloer, Pogir Bastion Ins. Huis, 244 Louis Bothalaan, Orange Grove:

Sekere Eenheid No. 9, Norkem Gardens, Norkem Park Dorpsgebied, Registrasieafdeling I R, Transvaal, Transportaktenommer gehou onder Titellakte No. ST43573/91, grootte 140 (een honderd en veertig) vierkante meter, ook bekend as Eenheid Nommer 9, Norkem Gardens, Sambezi Singel, Norkem Gardens.

Beskrywing: Eenheid bestaande uit 1 eetkamer, 1 kombuis, 3 slaapkamers, 1 sitkamer, 1 badkamer, 2 toilette.

Die kompleks is omhein met baksteenmure.

Verbeterings word nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 5de dag van Januarie 1996.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1469.)

Saak No. 12993/95

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
MANGALISO GEORGE MADUNA, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park, en 'n lasbrief vir eksekusie gedateer 22 November 1995, eiendom hieronder uiteengesit en in eksekusie verkoop op **29 Februarie 1996 om 10:00**, by die Balju kantore, Parkstraat 8, Kempton Park aan die hoogste bieder:

Sekere Erf 225, Esther Park X 1 dorpsgebied, registrasie afdeling IR, Transvaal in die distrik Kempton Park, ook bekend as Advocadostraat 3, Esther Park, 1 000 m² (eenduisend) vierkante meter groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: 3 slaapkamers, 2 badkamers, 2 toilette, 1 sitkamer, 1 eekamer, 1 kombuis, 1 motorhuis, teël dak, 2 motorafdakke, 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 15de dag van Januarie 1996.

E. M. Liebenberg, vir Nel & Oosthuizen Prokureurs, Eerste Vloer, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M330/MIM243)

Saak No. 13660/95

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 **RUSSEL JOHN GRIFFITHS**, 1ste Verweerder, en **GILLIAN GRIFFITHS**, 2de Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park, en 'n lasbrief vir eksekusie gedateer 11 Desember 1995, eiendom hieronder uiteengesit en in eksekusie verkoop op **29 Februarie 1996 om 10:00**, by die Balju kantore, Parkstraat 8, Kempton Park aan die hoogste bieder:

Sekere Erf 2241, Birch Acres X 5 dorpsgebied, registrasie afdeling IR, Transvaal in die distrik Kempton Park, ook bekend as Paradysvinkstraat 12, Birch Acres, 1 000 m² (eenduisend) vierkante meter groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: 3 slaapkamers, 2 badkamers, 2 toilette, 1 sitkamer, 1 familie/TV kamer, 1 eetkamer, 1 kombuis, 2 motorhuise, teël dak, swembad, 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 15de dag van Januarie 1996.

E. M. Liebenberg, vir Nel & Oosthuizen Prokureurs, Eerste Vloer, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M346/MIG359)

Saak No. 13133/95

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 **JOHANNES GYSBERTUS ROOS SWART**, 1ste Verweerder, en **CORNELIA PETRONELLA SWART**, 2de Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park, en 'n lasbrief vir eksekusie gedateer 22 November 1995, eiendom hieronder uiteengesit en in eksekusie verkoop op **29 Februarie 1996 om 10:00**, by die Balju kantore, Parkstraat 8, Kempton Park aan die hoogste bieder:

Sekere Erf 1194, Glen Marais X 1 dorpsgebied, registrasie afdeling IR, Transvaal in die distrik Kempton Park, ook bekend as Hardekoollaan 6, Glen Marais, 991 m² (negehonderd een-en-negentig) vierkante meter groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: 4 slaapkamers, 2 badkamers, 2 toilette, 1 sitkamer, 2 familie/TV-kamers, 1 eetkamer, 1 kombuis, teël dak, afdak, oprit, lapa, swembad.

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 5de dag van Januarie 1996.

E. M. Liebenberg, vir Nel & Oosthuizen Prokureurs, Eerste Vloer, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. EML/sv/M335/MIS022)

Saak No. 10563/95

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 **SACCI CONRANDI** (formerly Van Schoor), 1ste Verweerder en **MICHEL VAN NIEKERK VAN SCHOOR**, 2de Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 13 November 1995 eiendom hieronder uiteengesit en in eksekusie verkoop op **29 Februarie 1996 om 10:00** by die Balju kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 742, Bonaero Park dorpsgebied, registrasie afdeling IR, Transvaal, in die distrik Kempton Park, ook bekend as Langenhagenlaan 8, Bonaero Park, 872m² (agthonderd twee-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 familie/TV kamer, 1 X eetkamer, 1 X kombuis, sinkdak, afdak, oprit, swembad.

Voorwaardes van verkoping

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 10de dag van Januarie 1996.

E M Liebenberg, vir Nel & Oosthuizen Prokureurs, Eerste Vloer, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw: EML/sv/M303/MIC470.)

Saak No. 3397/93

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 **MICHELLE ANN INVESTMENTS CC**, 1ste Verweerder, **WILLIAM EDWARD HARDINT**, 2de Verweerder, **BRIGID EILEE HARDING**, 3de Verweerder en **MICHELLE ANN HARDING**, 4de Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 26 November 1995 eiendom hieronder uiteengesit en in eksekusie verkoop op **14 Februarie 1996 om 11:00** voor die Landdroshof, Harperlaan, Benoni, aan die hoogste bieder:

Sekere Hoewe 5, Brentwood Park Landbouhoewes, registrasie afdeling IR, Transvaal, in die distrik Kempton Park, 2,0229 (twee komma nul twee twee nege) hektaar, ook bekend as Van Wykweg 5, Brentwood Park, Benoni. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: 4 X slaapkamer(s), 3 X badkamer(s), 4 X toilette, 1 X sitkamer, 1 X eetkamer, 1 X kombuis, waskamer, 3 X motorhuise sonder deure, 5 X bediendekamers, 25 X perdestalle, stoorkamer, 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 5de dag van Januarie 1996.

E M Liebenberg, vir Nel & Oosthuizen Prokureurs, Eerste Vloer, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw: EML/sv/M147/RIM553.)

Saak No. 12480/95

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 **JOHANNA ELIZABETH SUSANNA MARIA VAN DER HULST**, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 13 November 1995 eiendom hieronder uiteengesit en in eksekusie verkoop op **29 Februarie 1996 om 10:00** by die Balju kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Deel no 19, Deeltitelplan no SS76/84, Bon Habitat, Bonaero Park, registrasie afdeling IR, Transvaal, in die distrik Kempton Park, ook bekend as Bon Habitat No 19, D F Malanrylaan, Bonaero Park, 50m² (vyftig) vierkante meter. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: 1 X slaapkamer(s), 1 X badkamer(s), 1 X toilet, 1 X sitkamer, 1 X kombuis, sinkdak.

Voorwaardes van verkoping

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 10de dag van Januarie 1996.

E M Liebenberg, vir Nel & Oosthuizen Prokureurs, Eerste Vloer, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw: EML/sv/M324/MIV953.)

Case No. 95/27603
PH. 105

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **JOHN COLIN CRESWICK**, Plaintiff, and **SIMON DANIELS**, First Defendant, **CAROLINE DANIELS**, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale with a reserve of R 59 500,00 will be held at the offices of the Sheriff, 1st Floor, Terrace Building, Eaton Terrace Street, New Redruth, Alberton, on **13 February 1996 at 10:00**, of the undermentioned property of the Second Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, prior to the sale:

Erf 961, Roodekop Township, registration division I.R. Province of Gauteng in extent eight hundred and five (805) square metres, situated at 57 Steenbok Avenue, Leondale.

The following information is furnished in respect of the improvements though in this respect nothing is guaranteed: Dwelling house under brick and tile, three bedrooms, kitchen, entrance hall, lounge, bathroom, one lock-up garage.

The property is zoned Residential.

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

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

Signed at Johannesburg on this 10 day of January 1996.

Louis Gishen & Associates, Plaintiff's Attorneys, 1st Floor, President Place, Jan Smuts Avenue, Rosebank, Johannesburg. (Tel. 442-6120.) (Ref. L. Gishen/kt.)

Case No. 7163/95

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

In the matter between **FIRST NATIONAL BANK OF S.A. LIMITED**, Plaintiff, and **JOSEPH NDUBANE**, Defendant

On the **23rd day of February 1996 at 11:15** a public auction will be held at 182 Leeuwpoort Street, Boksburg, at which the Deputy of the Magistrate's Court will, pursuant to the Judgment of the Court in this action and Warrant of Execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendants' right, title and interest in certain Erf 7967, Vosloorus Extension 9 Township, also known as 7967 Marimba Gardens, Vosloorus Extension 9 Township, 1468, measuring 294 (two hundred and ninety-four) square metres.

Improvements: (These improvements are not warranted to be correct and are not guaranteed) A single storey residence consisting of one lounge, three bedrooms, one kitchen, one bathroom and one toilet. The property is enclosed by a fence.

The material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act 1944 and the Rules made thereunder or any amendment thereof substitution therefore and, subject thereto, the property shall be sold "voetstoots" to the highest bidder.

2. The price shall bear interest at the current rate from time to time in terms of the Mortgage Bond over the property held by the Plaintiff which was 18,25% per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The Purchaser shall be obliged to pay a deposit of 10 per centum of the price or one thousand rand (whichever is the greater) together with 4% Sheriff's commission and 14% VAT immediately after the sale and the balance of the price and interest shall, within fourteen days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the Purchaser.

4. The Purchaser shall be liable for and shall pay to the Plaintiff's Conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and Leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the Purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the Purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the Purchaser.

Dated at Alberton this the 11th day of January 1996.

B. L. du Plessis, for Bernard L. du Plessis, 100 Marwik Centre, 17 Fore Street, New Redruth, Alberton, 1450. (Ref. Mr du Plessis/DE/19019.)

Case No. 95/20202
PH128

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

In the matter between **ABSA BANK LIMITED** (ALLIED BANK DIVISION), Plaintiff, and **BOTOPELA, MATOME ANDRIES**,
I/D 671002 5377 084, First Defendant, **KGASOE, EDWIN STONE**, I/D 700513 0103 004, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the aforementioned suit, a sale without reserve will be held at the offices of the Sheriff, Supreme Court, Randburg, 9 Elna Randhof, Cor Selkirk and Blairgowrie Drive, Blairgowrie, Randburg, on **Tuesday 13 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 for inspection at the offices of the Sheriff, Supreme Court, Randburg, 9 Elna Randhof, Cor Selkirk and Blairgowrie Drive, Blairgowrie, Randburg, prior to the sale:

Ptn 48 of Erf 694, Bromhof Ext 38, Registration Division I.R., Gauteng, measuring 357 square metres, being corner of Bergduif and Dwars Streets (No. 10 Bergduif Close), Bromhof.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling house consisting of e/hall, lounge, dining room, 3 bedrooms, bathroom and shower kitchen. Carport.

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 10 January 1996.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, 2nd Floor, Ten Sixty Six Building, 35 Pritchard Street, Johannesburg; P.O. Box 785812, Sandton, 2146. (Tel. 881-9800.) (Ref. Ms Jewell/M744.)

Case No. 7887/1995

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

In the matter between **FIDELITY BANK LIMITED**, Plaintiff, and **ZIZELE ABEDNEGO ZIKHALI**, First Defendant, and
NOKUTHULA HYPOSHE ZIKHALI, Second Defendant

Pursuant to a judgment granted by the above Honourable Court the undermentioned property will be sold on the **16th February 1996 at 15:00 pm** at the office of the Sheriff, 66 Fourth Street, Springs to the highest bidder:

The complete conditions of sale may be inspected at the office of the Sheriff.

Certain Portion 2 of Erf 654, Modder East Township, Registration Division IR Transvaal, measuring 869 (Eight Hundred and Sixty-Nine) square metres, held under Deed of Transfer No. T58164/1992 (situated at 46 Winterberg Avenue, Eastvale, Springs).

Date: 12/1/1996.

I. M. Hutchesson, c/o Charles Sherman, Levin & Prosser Inc., 7th & 8th Floors, Standard Bank Arcade, corner of Third Avenue & Fourth Street, Springs. [Tel (011) 812-1440/5.] (Ref. P. Kruger/1F0168.)

Case No. 6013/1995

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

In the matter between **FIDELITY BANK LIMITED**, Plaintiff, and **SIBONDA PRINCE MOTHIA**, First Defendant, and
DENOLE PRECIOUS MOTHIA, Second Defendant

Pursuant to a judgement granted by the above Honourable Court the undermentioned property will be sold on the **23rd 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 Erf 673, Windmill Park Extension 1 Township, Registration Division IR Transvaal, measuring 1 221 (One Thousand Two Hundred and Twenty-One) square metres, held under Deed of Transfer No. T40526/1993 (situated at 59 Cameron Street, Windmill Park, Boksburg).

Date: 9/1/1996.

I. M. Hutchesson, 170 Prince's Avenue, Western Extension, Benoni. (Tel. 422-2934/5/IEO108.)

Saak No. 41816/95
PH 44 C8

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen **NBS BANK LIMITED**, Eiser, en **MAJID'S HOLDINGS (PTY) LTD**, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik van Johannesburg (Gehou te Johannesburg) in bogenoemde saak, sal 'n verkoping gehou word voor die Hofgebou, Foxstraat ingang, Johannesburg op die **16de dag van Februarie 1996 om 10:00** van die ondervermelde eiendom op die voorwaardes wat deur die Venduafslaers gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju vir die Landdroshof te 32 Von Brandis Straat, Johannesburg, voor die verkoping ter insae sal lê:

Erf 178, Amalgam, Uitbreiding 1 Dorpsgebied, Registrasie Afdeling I.Q. Transvaal, groot 2 012 (twee duisend-en-twaalf) vierkante meter, gehou kragtens Titellakte No. T13355/1983.

Straatadres: The Planplex, Andersiet Road, Amalgam, Johannesburg.

Die volgende inligting word verstrek ten aansien van verbeteringe alhoewel niks in hierdie verband gewaarborg word nie:

Die gebou bestaan uit drie verdiepings naamlik, 'n kelder, 'n grondverdieping en twee addisionele verdiepings wat bestaan uit die volgende: Kelder grootte is 852 (agt honderd twee-en-vyftig) vierkante meter. Kantoor grootte is 1 230 (een duisend twee honderd-en-dertig) vierkante meter. Pakhuis grootte is 2 586 (twee duisend vyf honderd ses-en-tagtig) vierkante meter. Winkel grootte is 406 (vierhonderd en ses) vierkante meter.

Daar is twee winkels, een gehuur deur Nedbank en die ander gehuur deur Captain Dorego.

Die gebou bestaan uit versterkte beton raam struktuur.

Terme: 10% (tien persent) van die koopprys in kontant op die dag van die verkoping. Ten opsigte van die balans betaalbaar teen registrasie van transport moet 'n bank- of bougenootskaps- of ander aanneembare waarborg binne 30 (dertig) dae vanaf datum van verkoping verskaf word.

Vendu koste betaalbaar op die dag van verkoping sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000,00 (tweintig duisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000,00 (ses duisend rand). Minimum fooi R200,00 (twee honderd rand).

Couzyn Hertzog & Horak JHB Ingelyf, Eiser se Prokureurs, Posbus 2242, Johannesburg, 2000. (Verw. Mej B. V. Faber/Carol/N064.)

Case No. 17958/93
PH 320

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED**, Execution Creditor, and **FREEDMAN, JOHN DAVID**, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above suit, a sale without a reserve price will be held at the office of the Sheriff Randburg, Elna Randhof 9, corner of Selkirk and Blairgowrie Drives, Blairgowrie, Randburg, on Tuesday, the **20th day of February 1996 at 10:00** of the undermentioned property of the Defendant on conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Randburg:

Section No. 9, measuring 66 square metres, held under Sectional Title No. SS109/91 (9) Unit, in a scheme known as Northgate View, situated at No. 9 Northgate View, Douglasdale Road, Sundowner, Randburg.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: 1 x lounge-cum-dining room, 2 x bedrooms, kitchen, 1 complete bathroom.

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

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

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

Ivor Trakman and Partners, Attorneys for Execution Creditor, 9, West Street, Houghton, Johannesburg. Tel. 728-6666. (Ref. Mr P. Katz/ma).

Case No. 95/13906
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 **BOEKHOLT, JOHAN CORNELIS**, 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 **15th of February 1996 at 10:00** of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

A unit consisting of:

(a) Section 47 as shown and more fully described on Sectional Plan No. SS 94/1985 in the building or buildings known as Da Gama Court, of which the floor area, according to the said sectional plan, is 45 (fourty-five) square metres in extent being Flat 77, Da Gama Court, Caroline Street, Hillbrow; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under certificate of registered Sectional Title No. ST 94/1985 (47) (Unit).

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, bathroom/w.c., kitchen, 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 14th 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. 101832/Mr Georgiades/jb.)

Case No. 95/20140
PH 630

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA BANK LIMITED (UNITED BANK DIVISION)**, formerly known as **UNITED BANK LIMITED**, Plaintiff,
and **KOBUOE, RAGELEPA PAUL**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, the **15th 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 East at 131 Marshall Street, Johannesburg:

1. A unit consisting of:

(a) Section 48 as shown and more fully described on Sectional Plan No. LS 110/1983 in the building or buildings known as La Plagne situated at Yeoville Township, Local Authority Johannesburg of which the floor area, according to the said sectional plan is 43 (forty-three) square metres in extent being Flat No. 409, La Plagne, Nopkins Street, Yeoville; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Deed of Transfer ST 6523/1995.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of kitchen, lounge, bedroom, bathroom/w.c., parking bay.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000,00 (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 14th 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. 102210/Mr Georgiades/jb.)

Case No. 95/7453
PH 630

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

In the matter between **ABSA BANK LIMITED** (ALLIED BANK DIVISION), formerly known as ALLIED BANK LIMITED, Plaintiff,
and **SINGH, GARY RAJVANTHI**, First Defendant, **SINGH, SHAMIN DEVI**, 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 **15th 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:

Erf 1054, Malvern Township, Registration Division I.R., Transvaal, measuring 495 m², held by the Defendants under Deed of Transfer Number T54181/1993, being 203 Persimmon Street, Malvern.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining room, kitchen, 3 x bedrooms, bathroom.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000,00 (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. 101900/Mr Livingstone/jb.)

Case No. 95/310
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 **HEWITT, ALLAN LIFFORD**, 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 **15th 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 1269, Parkhurst in the Township of Parkhurst, Registration Division I.R., Transvaal, measuring 495 m², held by the Defendant under Deed of Transfer Number T23694/1994, being 5 - 6th Avenue, 1269 Parkhurst.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of 1 x lounge, 1 x dining room, 4 x bedrooms, 1 x bathroom/w.c./shower, 1 x separate w.c., 1 x kitchen, 1 x bath/shower, 1 x garage, 1 x servants room, 1 x 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 10th day of January 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie & Princess of Wales Roads), Parktown, P.O. Box 87160, Houghton, 2041. (PH 630/DX 589 Jhb.) [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 101632/Mr Georgiades/jb.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **AFRICAN LIFE ASSURANCE**, Plaintiff, and **LIETA, MPHOBENNET**, First Defendant,
LIETA, DOROTHEA, 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 **15th 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, Soweto West, at 2nd Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Erf 8366, Orlando West Extension 2 Township, Registration Division I.Q., Transvaal, measuring 312 m², held by the Defendants under Certificate of Registered Grant of Leasehold Number TL17194/1990, being 8366 Oak Street, Orlando Gardens.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining room, kitchen, 3 x bedrooms, bathroom.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000,00 (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 11th day of January 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie & Princess of Wales Roads), Parktown, P.O. Box 87160, Houghton, 2041. (PH 630/DX 589 Jhb.) [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 102150/Mr Livingstone/jb.)

Saak No. 3765/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS BANK BEPERK** (REG. NR. 87/01384/06), Eiser, en

JOHANNES PETRUS DELPORT, Eerste Verweerder, **MARTHA JOHANNA DELPORT**, Tweede Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op op 13.6.1995 sal die ondervermelde eiendom op **14.2.1996 om 10:00** aan die hoogste bieder by die kantore van die Balju te Klaburn Hof, Ockersesstraat 22B, Krugersdorp, verkoop word:

Erf 240, Silverfields Dorpsgebied, Registrasie Afdeling I.Q. Transvaal; groot: 991 (nege honderd een en negentig) vierkante meter, ook bekend as Carolstraat 108, Silverfields, 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 T5888/1994;
 - Die volledige verkoopsvoorwaardes; en
- en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring: Sitkamer, eetkamer, 3 x slaapkamers, 2 x badkamers, kombuis, televisiekamer, snoekerkamer met badkamer, stort, 2 x aparte toilette, ingangsportaal. Dubbelmotorhuis met 2 bediendekamers, 1 x stoorkamer, 1 x buitetoilet en opwasplek.

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 17,25 % 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, Ockersesstraat 22B, Krugersdorp.

Geteken te Krugersdorp op hierdie 9.1.1996.

A Badenhorst, vir Van Rensburg, 1ste Vloer, NBS-Gebou, Monumentstraat 16, Krugersdorp. (Tel: 953-1026.) (Verw: A Badenhorst/N320.)

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **NBS BANK BEPERK** (REG. NR. 87/01384/06), Eiser, en
DAVID JOHANNES VAN DER MERWE, Eerste Verweerder, **MARTHINA PE VAN DER MERWE**, Tweede Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op op 15.5.1996 sal die ondervermelde eiendom op **14.2.1996 om 10:00** aan die hoogste bieder by die kantore van die Balju te Klaburnhof, Ockersestraat 22B, Krugersdorp, verkoop word:

Erf 413, Dan Pienaarville Uitbreiding 1 Dorpsgebied, Registrasie Afdeling I.Q. Transvaal; groot: 815 (agt honderd en vyftien) vierkante meter, ook bekend as Pienaarstraat 21, Dan Pienaarville, 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 Titellaktenommer T15874/1977;
 - Die volledige verkoopsvoorwaardes; en
- en sal verkoop word aan die hoogste bieder.

2. Die volgende verbeteringe is op die eiendom aangebring: Sitkamer, eetkamer, kombuis, 3 x slaapkamers, 2 x badkamers en televisiekamer met motorafdak.

3. *Terme:*

Tien (10) per sentum van die koopprijs sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 17,25 % per sentum 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 9.1.1996.

A Badenhorst, vir Van Rensburg, 1ste Vloer, NBS-Gebou, Monumentstraat 16, Krugersdorp. (Tel: 953-1026.) (Verw: A Badenhorst/N315.)

Case No. 14281/95

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 **PAUL TSHAWA**, Defendant

In pursuance of a judgment of the above Honourable Court dated 23rd October 1995 the following property will be sold in execution on Wednesday the **28th February, 1996 at 11:00 a.m.** at the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 5925, Etwatwa Extension 3 Township, Registration Division I.R., the Province of Gauteng, measuring 264 (two hundred and sixty-four) square metres, being 10722 Lobedu Street, Daveyton.

Comprising: Single storey dwelling under tiled roof; Lounge, kitchen, 3 bedrooms, 1 bathroom, 1 wc.

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 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).

The full conditions of sale which will be read immediately prior to the sale may be inspected at the Sheriff's office, 12 Liverpool Park, Liverpool Road, Benoni South.

Dated at Germiston on this the 8th 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/20243 (G).]

Case No. 95/22970

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

In the matter between **NBS BANK LIMITED**, Plaintiff, and **MAZARIS, LEE ANN**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the Office of the Sheriff of the Supreme Court for Sandton, Ground Floor, Fluor House, 100 Grayston Drive, Sandown, at 10:00 on Friday the 15th of 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 144, Douglasdale Extension 13 Township, Registration Division I.Q., Transvaal, area 1 795 Square Metres, situation 55 Van Riebeeck Street, Douglasdale Extension 13, Sandton.

Improvements (not guaranteed): Single storey dwelling under tiles, consisting of lounge, dining room, kitchen, 3 bedrooms, 1 bathroom, toilet, floor coverings fitted carpets/tiles; outbuildings pergola/carport, staff quarters with toilet and shower, fenced boundary.

Terms: 10% of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% on the proceeds of the sale up to a price of R20 000,00 and thereafter at 3% to a maximum fee of R6 000,00 and a minimum of R200,00.

Dated at Johannesburg on the 13th day of December 1995.

Dykes, Daly, Plaintiff's Attorneys, 8th Floor, 66 Smal Street, Johannesburg. (Tel. 781-0810.) (Ref. P. le Mottee/ijN3517.)

Saak No. 6685/94

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

ABSA BANK BEPERK (h/a ALLIED BANK voorheen ALLIED BOUVERENIGING), Eksekusieskuldeiser, en **D. J. SMITH**, 1ste Eksekusieskuldenaar, **M. A. SMITH**, 2de Eksekusieskuldenaar

Ten uitvoerlegging van 'n Vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserves deur Mnre. Property Mart Afslaers, op die 14de dag van Februarie 1996 om 10:00 te: Erf 2096, Birch Acres Uitbreiding 5 Dorpsgebied, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die Afslaer uitgelees sal word ten tye van die verkoping, en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Afslaer te: 1ste vloer, Pogir Bastion Ins. Huis, 244 Louis Bothalaan, Orange Grove:

Sekere Erf No. 2096, Birch Acres Uitbreiding 5 Dorpsgebied, Registrasieafdeling I R Transvaal, Transportakte nommer gehou onder Titellakte No. T14203/86, groot 1 043 (eenduisend drie-en-veertig) vierkante meter, ook bekend as Katakoeroestraat 46, Birch Acres, Uitbreiding 5.

Beskrywing: Woning bestaande uit 1 eetkamer, 1 kombuis, 3 slaapkamers, 1 sitkamer, 2 badkamers, 2 toilette, 1 familie/TV kamer, alles onder 'n teëldak, 2 motorhuise, 'n motoroprit en 'n motorafdak. Die eiendom is omhein met betonmure. Verbeterings word nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 5de dag van Januarie 1996.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. van Heerden/AI71.)

Saak No. 308/93

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

ABSA BANK BEPERK (h/a ALLIED BANK voorheen ALLIED BOUVERENIGING), Eksekusieskuldeiser, en **G. M. TAU**, Eksekusieskuldenaar

Ter uitvoerlegging van 'n Vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur die Balju, Benoni Suid, op die 14de dag van Februarie 1996 om 11:00 te: Die Landdros kantore, Harperlaan, Benoni Dorpsgebied, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die Afslaer uitgelees sal word ten tye van die verkoping, en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Balju te: Benoni Suid:

Sekere Erf 366, Daveyton Uitbreiding 3 Dorpsgebied, Registrasieafdeling I R Transvaal, Transportakte nommer gehou onder Titellakte No. TL 25761/85, groot 350 (driehonderd en vyftig) vierkante meter, ook bekend as 15366 Mkwalostraat, Daveyton, Uitbreiding 3.

Beskrywing: Woning bestaande uit 1 eetkamer, 1 kombuis, 3 slaapkamers, 1 sitkamer, 1 gekombineerde & toilet, verbeterings word nie gewaarborg nie.

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

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshofwet.
2. Die koper sal 10% (tien) persent as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.
3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

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

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

C. A. C. Korf, vir Van Rensburg, Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. van Heerden/UT24.)

Saak No. 8645/95

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

ABSA BANK BEPERK (h/a ALLIED BANK voorheen ALLIED BOUVERENIGING), Eksekusieskuldeiser, en
C. C. W. ENGELBRECHT, Eksekusieskuldenaar

Ten uitvoerlegging van 'n Vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur Mnre. Property Mart Afslaaers, op die **14de dag van Februarie 1996 om 12:00** te: Erf 518, Birchleigh Noord, Uitbreiding 3 Dorpsgebied, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die Afslaer uitgelees sal word ten tye van die verkoping, en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde Afslaer te: 1ste vloer, Pogir Bastion Ins. Huis, 244 Louis Bothalaan, Orange Grove:

Sekere Erf No. 518, Birchleigh Noord, Uitbreiding 3 Dorpsgebied, Registrasieafdeling I R Transvaal, gehou onder Titellakte No. T91704/94 groot 1 034 (eenduisend vier-en-dertig) vierkante meter, ook bekend as 8 Aciliastraat, Birchleigh Noort Uitbreiding 34.

Beskrywing: Woonhuis bestaande uit 1 kombuis, 2 badkamers, 2 toilette, 3 slaapkamers, 1 sitkamer, 1 eetkamer, alles onder 'n teëldak, 'n motoroprit, 2 motorhuise, 'n swembad en 'n lapa. Die eiendom is omhein met mure. Verbeterings word nie gewaarborg nie.

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

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan Artikel 66 van die Landdroshofwet.
2. Die koper sal 10% (tien) persent as deposito in kontant betaal by toeslaan van die bod. Waarborg vir die balans binne 30 dae na veiling.
3. Die risiko in en voordeel tot die eiendom sal oorgedra word aan die koper met datum van die verkoping.

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

Geteken te Kempton Park op hierdie 5de dag van Januarie 1996.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. van Heerden/AB1621.)

Saak No. 6770/94

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

ABSA BANK BEPERK (h/a ALLIED BANK voorheen ALLIED BOUVERENIGING), Eksekusieskuldeiser, en
CHRISTINA JOHANNA MINNAAR, Eksekusieskuldenaar

Ten uitvoerlegging van 'n Vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur Mnre. Libra Afslaaers BK, op die **13de dag van Februarie 1996 om 14:00** te: Erf 312, Cresslawn Dorpsgebied, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die Afslaer uitgelees sal word ten tye van die verkoping, en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde afslaer te: King Fischerlaan 6, Horison Park, Roodepoort:

Sekere Erf No. 312, Cresslawn Dorpsgebied, Registrasieafdeling I R Transvaal, gehou onder Titellakte No. T28662/93, groot 1 094 (eenduisend vyf-en-negentig) vierkante meter, ook bekend as Peerboomstraat 14, Cresslawn.

Beskrywing: Woning bestaande uit 2 badkamers, 1 sitkamer, 3 slaapkamers, 1 kombuis, 2 toilette, alles onder 'n teëldak, 'n pergola en 'n motor oprit. Die eiendom is omhein met steenmure. Verbeterings is nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 3de dag van Januarie 1996.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, 8 Die Eike, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. Mev. van Heerden/AB1242.)

Case No. 5187/95

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

NEDCOR BANK LIMITED, Plaintiff, and CAROL ANN GRANDISON, Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at the Sheriff Halfway House, Block D, 1st Floor, Lochner Park, cnr. Richard Avenue and Suttie Street, Halfway House, on **Wednesday the 21st day of February, 1996 at 14:30.**

Full conditions of sale can be inspected at the Sheriff Halfway House at the above address and will be read out prior to the Sale.

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

Property: Erf 1291, Vorna Valley Extension 25 Township, Registration Division J R Transvaal, known as 1291 Kwartel Street, Vorna Valley Ext. 25.

Improvements: Single storey - 3 bedrooms, kitchen, lounge, 2 bathrooms, diningroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B du Plooy/LVDM/GT2146.)

Case No. 19001/95

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

NEDCOR BANK LIMITED, Plaintiff, and MACHOENE SOLOMON TJIANE, 1st Defendant, and MOLOKO MAGGY TJIANE, 2nd Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at the Sheriff, Halfway House, 1st Floor, Block D, Lochner Park, cnr. Richard Avenue and Suttie Street, Halfway House, on **Wednesday the 21st day of February, 1996 at 14:30.**

Full conditions of sale can be inspected at the Sheriff Halfway House at the above address and will be read out prior to the Sale.

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

Property: Erf 750, Rabie Ridge Township, Registration Division I R Transvaal.

Improvements: Single storey - 2 bedrooms, kitchen, lounge, bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT2705.)

Case No. 19778/95

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

NEDCOR BANK LIMITED, Plaintiff, and CLEMENT ZITHA DUBE, Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at the offices of the Sheriff, Fehrslane Centre, 130B Struben Street, Pretoria, on **Wednesday the 14th day of February, 1996 at 10:00.**

Full conditions of sale can be inspected at the Sheriff Pretoria South, Edenpark, Plot 83, Lyttelton Agricultural Holdings, Centurion, and will be read out prior to the Sale.

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

Property: Erf 590, Noordwyk Extension 15 Township, Registration Division J R, Transvaal.

Improvements: 3 bedrooms, kitchen, lounge, 2 bathrooms, diningroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT2714.)

Case No. 13682/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, and **PIETER WILLEM BESTER**, 1st Defendant, and **BEULAH EMBRENTIA BESTER**, 2nd Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at the Magistrate's Court, cnr Kloppe & Van Staden Streets, Rustenburg, on **Friday the 16th day of February, 1996 at 10:00.**

Full conditions of sale can be inspected at the Sheriff Rustenburg, 2nd Floor, Biblio Plaza Building, cnr Van Staden & Smit Streets, Rustenburg, and will be read out prior to the Sale.

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

Property: Erf 1846, in the Town Rustenburg Extension 4, Registration Division J Q, Transvaal, known as 91 Hefer Street, Rustenburg Ext. 4.

Improvements: One large building divided into 4 sections.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT2548.)

Case No. 21859/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, and **JAN FREDERICK BOTES**, 1st Defendant, and **ALETTA WILHELMINA CHRISTINA BOTES**, 2nd Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Taute Street, Groblersdal on **Friday the 1st day of March, 1996 at 10:00.**

Full conditions of sale can be inspected at the Sheriff Groblersdal, 1 Bank Ave, Groblersdal and will be read out prior to the Sale.

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

Property: Erf 122, Groblersdal Extension 1 Township, Registration Division J S Transvaal, known as 64 Kruger Street, Groblersdal Ext. 1.

Improvements: Entrance hall, lounge, diningroom, familyroom, 4 bedrooms, 2 bathrooms, kitchen, laundry, double garage, double carport, swimmingpool, grannyflat.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 2787.)

Case No. 20864/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, and **CORNELIUS MICHIEL VAN BILJON**, 1st Defendant, and **MAGARETHA VAN BILJON**, 2nd Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at 28 Luiperd Street, Bronkhorstspuit Ext 1, on **Wednesday the 21st day of February, 1996 at 10:00.**

Full conditions of sale can be inspected at the Sheriff Bronkhorstspuit, 30 Bank Street, Bronkhorstspuit, and will be read out prior to the Sale.

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

Property: Erf 634, situated in the Township of Bronkhorstspuit Ext. 1, Registration Division J R Transvaal, known as.

Improvements: 3 bedrooms, kitchen, lounge, familyroom, 2 bathrooms, diningroom, two garages, swimmingpool.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT2744.)

Saak No. 11386/95

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen **SAAMBOU BANK BEPERK**, Eksekusieskuldeiser, en **FREDERICK JACOBUS STEYN**,
Eksekusieskuldenaar

Ter uitwinning van 'n vonnis gedateer die 13de dag van Desember 1995 deur die Landdroshof Springs, en 'n lasbrief vir eksekusie, sal die hieronder vermelde eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder deur die Balju van die Landdroshof, Springs, op **Vrydag die 23ste dag van Februarie 1996 om 15:00** by die kantore van die Balju van die Landdroshof, Springs, geleë te Vierdestraat 66, Springs, op voorwaardes wat deur die Balju van die Landdroshof, Springs, gelees sal word ten tye van die verkoping en welke voorwaardes by die Balju van die Landdroshof, Springs, voor die verkoping ter insae sal lê:

Erf 131, Selection Park Dorpsgebied, I.R. Provinsie Gauteng, gehou kragtens Akte van Transport No. T45912/92, groot 1 290 (eenduisend tweehonderd en negentig) vierkante meter.

Die volgende verbeteringe skyn op die eiendom te wees maar word niks in hierdie verband gewaarborg nie: Teëldak-pleister-4 slaapkamers-2 badkamers-2 kombuis-sitkamer-TV kamer-eetkamer-2 motorhuise-2 buitekamers.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans betaalbaar teen registrasie van Transport met 'n bank of bougenootskap of ander aanneembare waarborg wat verskaf moet word binne een-en-twintig (21) dae vanaf datum van die verkoping. Vendu koste is betaalbaar deur die koper die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju van die Landdroshof, Springs, vir 'n belangstellendes.

Gedateer te Springs op hierdie 8ste dag van Januarie 1996.

W. Rossouw, vir Rossouw & Rossouw, Prokureur vir Eksekusieskuldeiser, Vyfde Straat 60, Springs. (Verw. Mnr. Rossouw/ il/5411.)

Case No. 14941/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **BOLAND BANK LIMITED**, Plaintiff, and **JOHANN HEINRICH TONKIN**, 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 at the farm Kromdraai, district Standerton, on **Thursday the 22nd day of February 1996 at 14:00**, 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 Supreme Court, Standerton:

Remaining Extent of Portion 21 of the farm Kromdraai 12, Registration Division H.S., Transvaal, measuring 461,0229 hectare, held under Deed of Transfer No. 1357/80.

Directions: Follow Volksrust road from Standerton for approximately ± 18 km to the Kromdraai Station, keep left and follow signposts.

Improvements: Dwelling house, dairy, 5 large sheds, cow sheds, 12 labourer's cottages, 3 stables, 14 camps entirely fenced, earthdam, 2 windmills and water/manger in all the camps.

The abovementioned information with regard to the improvements of the property is furnished although no guarantee can be supplied in this regard.

Take further notice that the Conditions of Sale may be inspected at the offices of Sheriff, Standerton, at 17 Caledon Street, Standerton.

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

Van der Merwe Du Toit & Fuchs, Attorneys for Plaintiff, Sanlam Centre, 14th Floor, 252 Andries Street, Pretoria. [Tel. (012) 322-8490.] (Ref. P. Smit/rvz/PB50255.)

Saak No. 14941/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **BOLAND BANK BEPERK**, Eiser, en **JOHANN HEINRICH TONKIN**, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak, sal 'n verkoping gehou word te die plaas Kromdraai, distrik Standerton, op **Donderdag die 22ste dag van Februarie 1996 om 14:00**, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Veilingsafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die Kantore van die Balju, Hooggeregshof, Standerton, voor die verkoping ter insae sal lê:

Resterende Gedeelte van Gedeelte 21 van die plaas Kromdraai, Registrasie Afdeling H.S., Transvaal; groot: 461,0229 hektaar, gehou kragtens Akte van Transport No. T1357/80.

Padverwysing: Volg Volksrust-pad vanaf Standerton tot by Kromdraai Stasie $\pm$ 18 km, draai links en volg wegwysers.

Verbeterings: Woonhuis, melkery, 5 store, koei afdakke, 12 arbeidershuise, 3 stalle, 14 kampe geheel omhein, grondnam, 2 windpompe en water/suiping in alle kampe.

Die bovermelde inligting in verband met verbeterings op die eiendom word verstrek maar geen waarborg kan daarvoor gegee word nie.

Geliewe voorts daarop te let dat die Verkoopvoorwaardes by die kantoor van die Balju, Standerton, te Caledonstraat 17, Standerton, ingesien mag word.

Geteken te Pretoria op die 18de dag van Januarie 1996.

Van der Merwe Du Toit & Fuchs, Prokureurs vir Eiser, Sanlamsentrum, 14de Vloer, Andriesstraat 252, Pretoria. [Tel. (012) 322-8490.] (Verw. P. Smit/nvz/PB50255.)

Saak No. 66032/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK**, Eiser, en **ROBERT DE VRIES**, Eerste Verweerder, en **ELLA MARIA DE VRIES**, Tweede Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Suid, te Fehrslaansentrum, Strubenstraat 130B, Pretoria, op **14 Februarie 1996 om 10:00** van:

Erf 1250, in die dorpsgebied Elarduspark Uitbreiding 6, Registrasie Afdeling J.R., Transvaal, groot 1 167 vierkante meter, gehou kragtens Akte van Transport T10523/93 (beter bekend as Platinumstraat 683, Elarduspark, Pretoria).

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

Verbeterings: 'n Baksteen woonhuis bestaande uit 'n sitkamer, gesinskamer, eetkamer, kombuis, 3 slaapkamers en 2 badkamers. *Buitegeboue:* Dubbel motorhuis en toilet. *Ander:* Swembad.

Besigtig voorwaardes by Balju, Pretoria-Suid, Hoewe 83, hoek van Gerhardstraat & Weslaan, Verwoerdburg.

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

Case No. 20411/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **BEN MITO MASEBETHA**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff: Rustenburg, in front of the Magistrate's Court, cnr Van Staden & Kloppe Streets, Rustenburg, on **16 February 1996 at 10:30**, of the following property:

Erf 6761, Boitekong Extension 3 Township, Registration Division J.Q., Transvaal, measuring 260 square metres, held by the Defendant under Certificate of Ownership No. TE47047/1994.

Street address: Stand 6761, Boitekong, Extension 3, Rustenburg.

Improvements on the property: 1 Lounge, 1 bathroom/toilet, 3 bedrooms, 1 kitchen. Single storey dwelling house.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's Offices at 2nd Floor, Biblio Plaza, cnr Van Staden & Smit Streets, Rustenburg.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/EF.)

Case No. 20412/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **OUPA JOHANNES MAKGANYE**, First Defendant, and **SALAMINA MOTSHABI MAKGANYE**, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff: Rustenburg, in front of the Magistrate's Court, cnr Van Staden & Kloppe Streets, Rustenburg, on **16 February 1996 at 10:30**, of the following property:

Erf 7122, Boitekong Extension 3 Township, Registration Division J.Q., Transvaal, measuring 396 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold No. TL42328/1993.

Street address: Stand 7122, Boitekong, Extension 3, Rustenburg.

Improvements on the property: 1 Lounge, 1 bathroom/toilet, 2 bedrooms, 1 kitchen. Single storey dwelling house.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's Offices at 2nd Floor, Biblio Plaza, cnr Van Staden & Smit Streets, Rustenburg.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N. K. Petzer/ef.)

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

In the matter between **THE STANDARD BANK OF S.A. LTD**, Execution Creditor, and **KUBEKA, MPIYAKHE JOHN**,
1st Execution Debtor, and **KUBEKA, MOTHEPANA JUSTINA**, 2nd Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak and Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on **15 February 1996 at 10:00**, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of Attorneys De Klerk, Vermaak and Partners, Overvaal Building, 8 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 271, situated in the Township of Steelpark, Registration Division I.Q., Transvaal, being 40 Cobalt Street, Steelpark, Vereeniging, measuring 1 041 (one thousand and forty-one) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached double storey brick built residence with iron roof, comprising kitchen, lounge/dining room, 3 bedrooms, 1 bathroom with outbuildings with similar construction comprising of 2 garages, a carport, a servant's room 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 17 January 1996.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/K241.)

SALE IN EXECUTION

The property listed hereunder will be sold in execution and by public auction on **22nd February 1996 at 10:00** at the property namely:

Certain Section 75, as shown and more fully described on Sectional Plan No. SS52/78 in the scheme known as Golden City Heights in respect of the land and building or buildings situated at 139 Woburn Avenue, Benoni Township, Benoni Local Authority, of which the floor area, according to the said sectional plan is 72 (seventy-two) square metres; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan, held by Certificate of Registered Sectional Title ST33916/94 (the mortgaged unit).

also known as Flat 406, Golden City Heights, 139 Woburn Avenue, Benoni.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick comprising a lounge, diningroom, kitchen, two bedrooms, bathroom with a toilet.

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 Boksburg and/or at the offices of Property Mart, 1st Floor, Pogir Bastonia Insurance House, 244 Louis Botha Avenue, Orange Grove, at any time prior to the sale.

Case No. 11587/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

In the matter between **ANCHOR SALES CC**, t/a ANCHOR HOMENET, Plaintiff, and **NICHOLAS TEBOGO FRANK**, First Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on the 20th December 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution and in execution in front of the Sheriffs Offices, on **23rd February 1996 at 11:15** at 182 Leeuwpoot Street, Boksburg:

A certain Erf 949, Dawn Park Township, Registration Division IR the Province of Gauteng, situated at 88 Blesbok Street in the Township of Dawn Park, District of Boksburg, measuring 805 (eight hundred and five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and consists of lounge, dining room, kitchen, three bedrooms, two bathrooms and garage.

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

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

Dated at Boksburg on this 17th day of January 1996.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mr Christie/dw/A70006.)

Case No. 20881/1995

IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division)In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **JOHN SONNYBOY MABE**, Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Rustenburg, in front of the Magistrate's Court, cnr Van Staden & Kloppe Streets, Rustenburg, on **16 February 1996 at 10:00**, of the following property:

Erf 6890, Boitekong Extension 3 Township, Registration Division J.Q., Transvaal, measuring 260 square metres, held by the Defendant under Certificate of Ownership No TE 100092/1994, street address: Stand 6890, Boitekong Extension 3, Rustenburg.

Improvements on the property: 1 lounge, 1 bathroom/toilet, 2 bedrooms, 1 kitchen, single storey dwelling house.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's Offices at 2nd Floor, Biblio Plaza, cnr Van Staden & Smit Streets, Rustenburg.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr N K Petzer/EF.)

Saak No. 20880/95

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Transvaalse Provinsiale Afdeling)In die saak tussen **EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK**, Eiser, en
WILLIE SMUTS VAN DER MERWE, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 4 Desember 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op **14 Februarie 1996 om 10:00**:

Gedeelte 55 ('n gedeelte van Gedeelte 26) van Erf 469, geleë in die dorpsgebied van Lynnwood Ridge (Uitbreiding 5), Registrasie Afdeling J.R., Gauteng, grootte 475 vierkante meter, gehou kragtens Akte van Transport No. T105524/94, die eiendom is ook bekend as Lizannlaan 90, Lynnwoodrif, Uitbreiding 5, Pretoria, Gauteng.

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

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: Gepleisterde klinkersteen woonhuis onder hoë teëldak bestaande uit sitkamer, eetkamer, kombuis, 3 slaapkamers, 2 badkamers met toilette (w.c.) en stort en 2 motorhuise. Gesoneer vir woondoeleindes.

Verkoopsvoorwaardes: Die verkoopsvoorwaardes lê ter insae by die kantore van die Balju, Pretoria Oos, Fehrs Lane Sentrum, Strubenstraat 130B, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie die 16 dag van Januarie 1996.

D. Pieterse, vir Rooth & Wessels, Eerste Nasionale Bankgebou, 2de Vloer, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. W Spray/F17372.)

Saak No. 19321/95

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Transvaalse Provinsiale Afdeling)In die saak tussen **EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK**, Eiser, en
ERF 722 MUCKLENEUK EXT 2 (PTY) LTD, Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 15 November 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys deur die Balju in eksekusie verkoop word op **14 Februarie 1996 om 10:00**:

Erf 722, geleë in die dorpsgebied van Muckleneuk Uitbreiding 2, Registrasie Afdeling J.R., Gauteng, grootte 1 879 vierkante meter, gehou kragtens Akte van Transport No. T.3790/1987, die eiendom is ook bekend as Leydsstraat 608, Muckleneuk Uitbreiding 2, Pretoria.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria Oos, Fehrs Lane Sentrum, Strubenstraat 130B, Pretoria.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: Klinkersteen woonhuis onder hoë sinkdak bestaande uit sitkamer, familiekamer, eetkamer, studeerkamer, kombuis, 3 slaapkamers, 2 aantrekkamers, 1 badkamer met toilet (w.c.), 1 stort met toilet (w.c.), 1 waskamer, 2 motorafdampe, 2 bediendekamers, 1 stoorkamer met 1 toilet (w.c.) en swembad. Gesoneer vir woondoeleindes.

Verkoopsvoorwaardes: Die verkoopsvoorwaardes lê ter insae by die kantore van die Balju, Pretoria Oos, Fehrs Lane Sentrum, Strubenstraat 130B, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie die 16 dag van Januarie 1996.

Rooth & Wessels, vir Rooth & Wessels, Eerste Nasionale Bankgebou, 2de Vloer, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. W Spray/F.17041.)

Case 21049/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **THE STANDARD BANK OF S.A. LIMITED**, Plaintiff, and **JOB MODISE SETSHEDI**, First Defendant,
NERIAH TUDUETSO SETSHEDI, Second Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff Wonderboom, Portion 83 De Onderstepoort (north of Sasko Mills, Old Warmbaths Road, Bon Accord) on Friday, **16 February 1996 at 11:00**:

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

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

Property: Erf 149 the Orchards Extension 2 Township, Registration Division J.R., Province of Gauteng, measuring 1 277 square metres, also known as 12 Kirkness Street, the Orchards Extension 2.

Improvements: House—lounge, diningroom, kitchen, 3 bedrooms, bathroom with toilet, separate toilet, carport, paving and precast fencing.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. No. 3262487.) (Ref. Mr. Coetzee eb S1988.)

Saak No. 2516/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN LETABA GEHOU TE TZANEEN

In die saak tussen **JAN HENDRIK BLIGNAUT**, Eiser, en **JACOBUS PIETERSE**, Verweerder

Uit kragte van 'n vonnis van die Landdros Lteaba/Tzaneen en kragtens 'n lasbrief vir eksekusie gedateer 1995-12-07 sal die volgende eiendom per publieke veiling op Vrydag, die **23ste dag van Februarie 1996 om 10:00** voor die Landdroskantoor, Morganstraat, Tzaneen, aan die hoogste bieder verkoop word, naamlik:

Gedeelte 33 van die plaas California 507, groot 21,4133 (een en twintig komma vier een drie drie) hektaar, Registrasie Afdeling L.T., Transvaal.

Vernaamste voorwaardes:

1. Die eiendom sal sonder reserwe en onderworpe aan die bepalings van die Wet op Landdroshof en reëls aan die hoogste bieder verkoop word.

2. Die koper betaal 10% (tien persent) van die koopsom onmiddellik na die verkoping aan die Balju en die balans word verseker by wyse van 'n bank- of bouverenigingswaarborg, betaalbaar teen oordrag van die eiendom in die naam van die koper en wat afgelewer word by die eiser se prokureurs binne 14 (veertien) dae na die datum van verkoping.

Voorwaardes van verkoop sal gedurende kantoorure by die kantore van die Balju, Tzaneen, ter insae lê.

A. E. Rech, vir Joubert & May, Posbus 35, Tzaneen, 0850.

Saak No. 15601/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **DIE STANDARD BANK VAN SUID-AFRIKA BEPERK**, Eiser, en **GEORGE FREDERIK BREEDT**,
 Verweerder

Ten uitvoerlegging van 'n Vonnis in die bogemelde Agbare Hof en 'n Lasbrief vir Eksekusie word die volgende eiendom in eksekusie verkoop op **Woensdag 14 Februarie 1996 om 14:00** deur die Balju vir die Hooggeregshof Hoëveldrif, gehou te Lucas Meyerstraat 6, Secunda, aan die hoogste bieder:

Erf 2671, Secunda Uitbreiding 6 Dorpsgebied, Registrasieafdeling I S Transvaal, groot 978 (negehonderd agt-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T48296/89, onderhewig aan sodanige voorwaardes vervat in gemelde akte en in besonder 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: Lucas Meyerstraat 6, Secunda.

Verbeteringe: Woonhuis bestaande uit 3 slaapkamers, sitkamer, eetkamer, kombuis, badkamer met toilet, stort met toilet, motorhuis, bediendekamer met badkamer en toilet.

Reserwe prys: 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 Hooggeregshof van Hoëveldrif onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof Hoëveldrif, Pennsylvaniaweg 13, Evander.

Geteken te Pretoria op 3 Januarie 1996.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, 5de Vloer, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. NEL/S2409/RE.)

Case No. 86119/95

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

In the matter between **FIRST NATIONAL BANK LIMITED**, Plaintiff, and **SIVANANDHAN NAIDOO**, Defendant

Pursuant to a Judgment of the above Honourable Court dated the 12th October 1995, and a Warrant of Execution issued in terms thereof, the property listed hereunder will be sold in execution to the highest bidder at **09:00 on the 1st March 1996** in front of the Magistrate's Court in Nigel, Kerk Street, Nigel:

Certain Erf 159, Mackenzieville Extension 1, Township Registration Division I.R. Transvaal situated at 15 Delhi Street, Mackenzieville, measuring 875 (eight hundred and seventy-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, brick building, tile roof, comprising: one kitchen, one dining room, one lounge, four bedrooms, one bathroom/toilet, concrete fencing, double garage, built in cupboards, wall to wall carpets.

The conditions of sale: The purchase price will be payable as to a deposit of 10% (ten per cent) and the balance against transfer. The full conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court Nigel.

Dated at Johannesburg on this the 10th January 1996.

Versfelds, Plaintiff's Attorneys, c/o Docex, 1st Floor, The Markade, 84 President Street, Johannesburg; P.O. Box 651403, Benmore, 2010. (Tel. 468-2285/6.) (Fax. 468-2724.) (Ref. adv/kp.)

Case No. 3557/1991

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

In the matter between **ALLIED BUILDING SOCIETY**, Plaintiff, and **P. R. DE LANGE**, 1st Defendant,
E. M. J. DE LANGE, 2nd Defendant

In pursuance of a Judgment granted on the 29th day of August 1991 by the Magistrate of Brakpan and an attachment completed against the fixed property set out hereunder by the Sheriff of the Court, Brakpan on the 4th day of January 1995, the said fixed property set out hereunder will be sold in Execution on the **16th day of February 1996 at 11:00** by the Sheriff of the Court at his premises known as 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 471, Brakpan Township, Registration Division I.R. Transvaal, measuring 991 (nine hundred and ninety-one) square metres, held by Deed of Transfer No. T.705/1987.

The property is defined as a residential stand, situated at 20 Taft Avenue, Brakpan.

No warrant or undertaking is given in relation to the nature of the improvements, which are described as follows: **Main building:** Plaster and brick walls under corrugated iron roof consisting of one lounge, one diningroom, one kitchen, three bedrooms and one bathroom. Fully carpeted. **Outbuildings:** Single garage. One outside room. One outside toilet. Precast walls.

The material conditions of sale are as follows:

1. The sale will be held by Public Auction and without reserve and will be "voetstoots".
2. Immediately after the sale the Purchaser shall sign the Conditions of Sale, which can be inspected at the Sheriff of the Court's Office, Brakpan.
3. The Purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest, etc.
4. The purchase price shall be paid in the sum of 10% (ten per centum) thereof or R500,00 (five hundred rand), whichever is the greater, on the day of the sale and the unpaid balance, together with interest on the full amount of the Judgment Creditor's claim at the rate specified in the full Conditions of Sale, to date of payment within 14 (fourteen) days, to be paid or secured by a bank or building society guarantee.

5. The property shall be sold subject to any existing tenancy.

6. Failing compliance with the provisions of the Conditions of Sale, the Purchaser shall forfeit for the benefit of the Execution Creditor, the deposit referred to in 4. above, without prejudice to any claim against him for damages.

The full Conditions of Sale may be inspected at the offices of the Sheriff of the Court, 439 Prince George Avenue, Brakpan during normal office hours.

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

P. J. Cowling, for Trollip, Cowling & Janeke, Plaintiff's Attorneys, 1st Floor, Market Building, 610 Voortrekker Road, P.O. Box 38, Brakpan, 1540. (Tel. 744-3924.) (Fax. 744-3932.) (Ref. Mr Cowling/BRV/C186/91.)

Case No. 4966/1990

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

In the matter between **ALLIED BUILDING SOCIETY**, Plaintiff, and **D. E. NELSON**, 1st Defendant, and **D. A. NELSON**, 2nd Defendant

In pursuance of a Judgment granted on the 21st day of January 1991 by the Magistrate of Brakpan and an attachment completed against the fixed property set out hereunder by the Sheriff of the Court, Brakpan on the 31st day of October 1995, the said fixed property set out hereunder will be sold in Execution on the **16th day of February 1996 at 11:00** by the Sheriff of the Court at his premises known as 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 340 Minnebron Township, Registration Division I.R. Transvaal, measuring 647 (six hundred and forty seven) square metres, held by Deed of Transfer No. T. 15812/1980.

The property is defined as a residential stand, situated at 27 Eric Holtman Street, Minnebron, Brakpan.

No warrant or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building*: Brick walls under corrugated iron roof consisting of one lounge, one diningroom, one kitchen, three bedrooms and one bathroom. *Outbuildings*: Single garage. One outside toilet. Precast walls.

The material conditions of sale are as follows:

1. The sale will be held by public auction and without reserve and will be "voetstoots".

2. Immediately after the sale the Purchaser shall sign the conditions of sale, which can be inspected at the Sheriff of the Court's Office, Brakpan.

3. The Purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest, etc.

4. The purchase price shall be paid in the sum of 10% (ten percentum) thereof or R500,00 (five hundred rand), whichever is the greater, on the day of the sale and the unpaid balance, together with interest on the full amount of the Judgment Creditor's claim at the rate specified in the full conditions of sale, to date of payment within 14 (fourteen) days, to be paid or secured by a bank or building society guarantee.

5. The property shall be sold subject to any existing tenancy.

6. Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit for the benefit of the Execution Creditor, the deposit referred to in 4. above, without prejudice to any claim against him for damages.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, 439 Prince George Avenue, Brakpan during normal office hours.

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

P. J. Cowling, for Trollip, Cowling & Janeke, Plaintiff's Attorneys, 1st Floor, Market Building, 610 Voortrekker Road; P.O. Box 38, Brakpan, 1540. (Te. 744-3924.) (Fax. 744-3932.) (Ref. Mr Cowling/BRV/C350/88.)

Case No. 26873/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **BEYLEVELD: CATHRINE BLANCHE**, 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, Randfontein, at 40 Park Street, Randfontein, on **Friday the 16th 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 2035 Greenhills Extension 5 Township, Registration Division IQ Transvaal, situation 6 Leeu Street, Greenhills Extension 5, area 1 317 (one thousand three hundred and seventeen) 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 10th day of January 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 2nd Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N5557E/mgh/tf.)

Case No. 25338/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **3 OWEN ROAD (PROPRIETARY) LIMITED**, Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Sandton-Midrand, at Ground Floor, Fluor House, Grayston Drive, Sandown, on **Friday the 16th February 1996 at 10:00** in the forenoon, of the undermentioned property of the Defendant on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain:

1. Erf 63 Atholl Extension 5 Township, Registration Division IR, in the Province Gauteng.
2. Erf 89 Atholl Extension 7 Township, Registration Division IR, in the Province Gauteng.

Situation 3 Owen Road, Atholl Extension 5.

Area:

1. 4 435 (four thousand four hundred and thirty five) square metres.
2. 773 (seven hundred and seventy-three) square metres.

Improvements (not guaranteed): 3 bedrooms, 2 bathrooms, 9 other rooms, granny flat, 4 carports.

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

Dated at Johannesburg on this the 10th day of January 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 2nd Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N5423E/mgh/tf.)

Case No. 07990/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **KHEHLE: MOHAPI BEN**, Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg West (Soweto West), at 131 Marshall Street, Johannesburg, on **Thursday the 15th February 1996 at 10:00** in the forenoon, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 5467 Naledi Extension 1 Township, Registration Division IQ Transvaal, situation Erf 3075 (also known as Erf 5467) Naledi Extension 1, Soweto, area 263 (two hundred and sixty three) square metres.

Improvements (not guaranteed): Lounge, 2 bedrooms, kitchen.

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 16th day of January 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 2nd Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N3870E/mgh/tf.)

Case No. 33725/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **KIRKEL: AUBREY BENJAMIN**, Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on **Thursday the 15th 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 339 Bezuidenhout Valley Township, Registration Division IR Transvaal, situation 231 7th Avenue, Bezuidenhout Valley, area 495 (four hundred and ninety five) square metres.

Improvements (not guaranteed): 3 bedrooms, 2 bathrooms, kitchen, 2 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 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 16th day of January 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 2nd Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N5944E/mgh/tf.)

Case No. 2113/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **MASIKE: NTALADI PATIENCE**, Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg West (Soweto East), at 131 Marshall Street, Johannesburg, on **Thursday the 15th February 1996 at 10:00** in the forenoon, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Lot No. 23947 Diepkloof Dorpsgebied, Registrasie Afdeling IQ Transvaal, situation Lot No. 7878 Zone 6, Diepkloof, area 255 (two hundred and fifty five) square metres.

Improvements (not guaranteed): 3 bedrooms, bathroom, kitchen, other room, 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 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 16th day of January 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 2nd Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N5945E/mgh/tf.)

Case No. 7308/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **ARTHUR: JAMES HAROLD JOHN**, Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on **Thursday the 15th 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 183 Naturena Township, Registration Division IQ Transvaal, situation 38 Marguerite Crescent, Naturena, area 804 (eight hundred and four) square metres.

Improvements (not guaranteed): 4 bedrooms, 3 bathrooms, kitchen, 3 other rooms, garages.

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

Dated at Johannesburg on this the 16th day of January 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 2nd Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N5918E/mgh/tf.)

Case No. 01639/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **JACOBS: DAVID WALTER**, First Defendant, and
JACOBS: SADEA ZYNAP, Second Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on **Thursday the 15th 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 1140 Kibler Park Township, Registration Division IQ Transvaal, situation 45 Kennith Gardens, Kibler Park, area 1 082 (one thousand and eighty two) square metres.

Improvements (not guaranteed): 3 bedrooms, 2 bathrooms, entrance hall, 4 livingrooms.

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 16th day of January 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 2nd Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N5916E/mgh/tf.)

Case No. 25102/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **RENDIMESTRA CC**, Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on **Thursday the 15th 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 499 Kenilworth Township, Registration Division IR Transvaal, situation 200 Tramway Street, Kenilworth, area 495 (four hundred and ninety five) square metres.

Improvements (not guaranteed): 3 bedrooms, bathroom, shower/toilet, kitchen, 2 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 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 16th day of January 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 2nd Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N5917E/mgh/tf.)

Case No. 10090/95

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **DINSDALE: PAUL RILEY**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Randburg at 9 Elna Court, corner of Blairgowrie Avenue and Selkirk Street, Blairgowrie, Randburg, on Tuesday, the **13th February 1996 at 10:00** in the forenoon, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain:

1. A unit consisting of Section 104, as shown and more fully described on Sectional Plan SS362/94 in the scheme known as Baccarat Lodge in respect of the land and building or buildings situated at Bryanston Extension 3 Township, in the area of the Randburg Local Authority of which the floor area, according to the said sectional plan is 61 (sixty one) square metres in extent, and

2. an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Situation: Flat 104, Baccarat Lodge, Ceder Avenue, Bryanston Extension 3.

Improvements (not guaranteed): 2 Bedrooms, bathroom, 3 other rooms, carpet.

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

Dated at Johannesburg on this the 16th day of January 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 2nd Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N3869E/mgh/tf.)

Case No. 2782/93

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **NOTHNAGEL: JOHANNES STEPHANUS**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on Thursday, the **15th 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 1197, Kensington Township, Registration Division IR, Transvaal, Erf 1198, Kensington Township, Registration Division IR, Transvaal.

Situation: 82 Highland Road, Kensington, area 402 (four hundred and two) square metres, 536 (five hundred and thirty-six) square metres.

Improvements (not guaranteed): 3 Bedrooms, bathroom, kitchen, 2 other rooms, garage, swimming pool.

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 16th day of January 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 2nd Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.
(Tel. 484-1777.) (Ref. N5919E/mgh/tf.)

Saak No. 11789/95

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

In die saak tussen **FIRST NATIONAL BANK OF SA LTD**, Eiser, en **CARLOS MANUEL DA SILVA AMORIM**,
Eerste Verweerder, **MELANIE ELIZABETH DA SILVA AMORIM**, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Kempton Park en lasbrief tot eksekusie, gedateer 20 Oktober 1995 sal die hiernagenoemde eiendom op Donderdag, **29 Februarie 1996 om 10:00** verkoop word aan die hoogste bieder deur die Balju Landdroshof, te Parkstraat 8, Kempton Park:

Erf 10, Croydon dorpsgebied, Registrasie Afdeling I.R., Transvaal, groot 1 055 (eenduizend vyf-en-vyftig) vierkante meter, gehou kragtens Transportakte T38836/92 en Verbandnommer B38051/94 ten gunste van First National Bank of SA Ltd.

Die vonniseiser beskrywe die verbeterings op die eiendom as volg maar geen waarborge word gegee in hierdie verband:

Verbeterings: Woonhuis bestaande uit: 1 Sitkamer, 2 toilette, 1 kombuis, 2 badkamers, 3 slaapkamers, 1 eetkamer, 2 motorhuise, oprit.

Terme: Die koper sal tien persent (10%) van die koopsom onmiddellik na die veiling in kontant aan die afslaer betaal. Die balans, plus rente betaalbaar met registrasie van transport, moet verseker word deur 'n bank- of bouverenigingwaarborg aan die Balju, binne veertien (14) dae na afloop van die veiling.

Die volle verkoopsvoorwaardes sal deur die Balju Landdroshof, uitgelees word net voor die veiling, en kan nagesien word in die kantore van die Balju Landdroshof, Parkstraat 8, Kempton Park.

P. A. Aucamp, Prokureurs vir Eiser, 92 Monument Road, Kempton Park. (Tel. 970-3476/7/8.) (Verw. Mr. Aucamp/MC/F73/95.)

Saak No. 17752/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **SAAMBOU BANK BEPERK**, Eiser, en **ANNA CATHARINA VAN MOLLENDORF (VOORHEEN PRETORIUS) N.O.** (in haar hoedanigheid as eksekutrice in die boedel van wyle **FRANCOIS PRETORIUS**, 1ste Verweerderes, en **ANNA CATHARINA VAN MOLLENDORF (VOORHEEN PRETORIUS)**, 2de Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op die 8ste dag van November 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Randfontein, op die **16de dag van Februarie 1996 om 10:00** te Parkstraat 40, Randfontein, verkoop:

Sekere Erf 650, Randfontein Dorpsgebied, Registrasie Afdeling I.Q., Gauteng beter bekend as Villagestraat 134, Randfontein, groot 793 (sewe honderd drie-en-negentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, eetkamer, TV kamer, 3 slaapkamers, kombuis, badkamer, toilet, motorhuis, bediende kamer met toilet, en 'n afdak.

Die Koper moet 'n deposito van 10% van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelasting 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 40, Randfontein.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0556).]

Case No. 4178/1992

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

In the matter between **ABSA BANK LIMITED (UNITED BANK DIVISION)**, Plaintiff, and **THULANI INNOCENT KUBONI**, First Defendant, and **PHUMZILE EUNICE KUBONI**, Second Defendant

A Sale in Execution of the property described hereunder will take place on the **21 February 1996 at 10:00**, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 du Plessis Road, Florentia, Alberton:

All Right, Title and Interest in the Leasehold in respect of Erf 457, Monise Township, Registration Division I.R., the Province of Gauteng; measuring 298 (two hundred and ninety eight) Square metres; property also known as 457 Monise Section, Katlehong, district Alberton.

Comprising: 2 bedrooms, lounge, kitchen, toilet.

A bond can be arranged for an approved Purchaser.

The Conditions of Sale may be inspected at the Office of the Sheriff of the Magistrate's Court, Alberton.

Dated: 15 January 1996.

K. Dinner, for Abe Dinner Pestana & Associates, Attorney for Plaintiff, 2nd Floor, United Building, Library Street, Germiston, 1401. (Ref: 20225/KD/PT.)

Case No. 3455/1995

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

In the matter between **ABSA BANK LIMITED (UNITED BANK DIVISION)**, Plaintiff, and **SANDILE BETHUEL NZIMANDE**, Defendant

A Sale in Execution of the property described hereunder will take place on the **21 February 1996 at 10:00**, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 du Plessis Road, Florentia, Alberton.

Erf 2744 (formerly 516) Likole Extension 1 Township, Registration Division I.R., the Province of Gauteng, measuring 280 (two hundred and eighty) Square Metres; property also known as 2744 Likole Extension 1, Katlehong, district Alberton, comprising 2 bedrooms, lounge, bathroom/toilet, kitchen.

A bond can be arranged for an approved Purchaser.

The Conditions of Sale may be inspected at the Office of the Sheriff of the Magistrate's Court, Alberton.

Dated: 15 January 1996.

K. Dinner, for Abe Dinner Pestana & Associates, Attorney for Plaintiff, 2nd Floor, United Building, Library Street, Germiston, 1401. (Ref: 19755/KD/PT.)

Case No. 976/1992

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

In the matter between **ABSA BANK LIMITED (UNITED BANK DIVISION)**, Plaintiff, and **GEORGE NYWENYA**, First Defendant, and **LIZZY NYWENYA**, Second Defendant

A Sale in Execution of the property described hereunder will take place on the **21 February 1996 at 10:00**, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 du Plessis Road, Florentia, Alberton:

Erf 1218, Spruitview Extension 1 Township, Registration Division I.R., the Province of Gauteng; measuring 404 (four hundred and four) Square Metres; property also known as 1218 D A D Magagula Crescent, Spruitview, Katlehong, district Alberton, comprising lounge, kitchen, scullery, 3 bedrooms, 2 bathrooms, garage, wire fencing.

A bond can be arranged for an approved Purchaser.

The Conditions of Sale may be inspected at the Office of the Sheriff of the Magistrate's Court, Alberton.

Dated: 15 January 1996.

K. Dinner, for Abe Dinner Pestana & Associates, Attorney for Plaintiff, 2nd Floor, United Building, Library Street, Germiston, 1401. (Ref: 20797/KD/PT.)

Case No. 15109/1990

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

In the matter between **ABSA BANK LIMITED (UNITED BANK DIVISION)**, Plaintiff, and **MBARENG ELIAS MASHIGO**, Defendant

A Sale in Execution of the property described hereunder will take place on the **21 February 1996 at 10:00**, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 du Plessis Road, Florentia, Alberton.

All Right, Title and Interest in the Leasehold in respect of Erf 1046, A P Khumalo Township, Registration Division I.R., the Province of Gauteng; measuring 293 (two hundred and ninety three) Square Metres; property also known as 1046 A P Khumalo, Katlehong, district Alberton, comprising lounge, kitchen, bedroom, bathroom/toilet, wire fencing.

A bond can be arranged for an approved Purchaser.

The Conditions of Sale may be inspected at the Office of the Sheriff of the Magistrate's Court, Alberton.

Dated: 15 January 1996.

K. Dinner, for Abe Dinner Pestana & Associates, Attorney for Plaintiff, 2nd Floor, United Building, Library Street, Germiston, 1401. (Ref: 20252/KD/PT.)

Case No. 17207/1995

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

In the matter between **ABSA BANK LIMITED (UNITED BANK DIVISION)**, Plaintiff, and **MATHIBE JEREMIAH MOSHIDE**, Defendant

A Sale in Execution of the property described hereunder will take place on the **21 February 1996 at 10:00**, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 du Plessis Road, Florentia, Alberton:

All Right, Title and Interest in the Leasehold in respect of Erf 1057, A P Khumalo Township, Registration Division I.R., the Province of Gauteng; measuring 272 (two hundred and seventy-two) Square Metres; property also known as 1057 A P Khumalo, Katlehong, district Alberton, comprising lounge, 2 bedrooms, bathroom/toilet, kitchen.

A bond can be arranged for an approved Purchaser.

The Conditions of Sale may be inspected at the Office of the Sheriff of the Magistrate's Court, Alberton.

Dated: 15 January 1996.

K. Dinner, for Abe Dinner Pestana & Associates, Attorney for Plaintiff, 2nd Floor, United Building, Library Street, Germiston, 1401. (Ref: 20823/KD/PT.)

Case No. 5788/1989

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

In the matter between **ABSA BANK LIMITED**, (UNITED BANK DIVISION), Plaintiff, and **NDU DORAH POROGO**, Defendant

A Sale in Execution of the property described hereunder will take place on the **21 February 1996 at 10:00**, at the offices of the Sheriff of the Magistrate's Court, Johriahof, 4 du Plessis Road, Florentia, Alberton:

All Right, Title and Interest in the Leasehold in respect of Erf 344, A P Khumalo Township, Registration Division I.R., the Province of Gauteng; measuring 273 (two hundred and seventy-three) Square Metres, property also known as 344 A P Khumalo, Katlehong, district Alberton.

Comprising: 2 bedrooms, lounge, kitchen, bathroom, separate toilet.

A bond can be arranged for an approved Purchaser.

The Conditions of Sale may be inspected at the Office of the Sheriff of the Magistrate's Court, Alberton.

K. Dinner, for Abe Dinner Pestana & Associates, Attorney for Plaintiff, 2nd Floor, United Building, Library Street, Germiston, 1401. (Ref. 18453/KD/PT.)

Saaknommer 14548/95

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ESKOM**, Eiser, en **AMOS MOTAU**, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n Lasbrief vir Eksekusie word die volgende eiendom in eksekusie verkoop op **14 Februarie 1996 om 10:00** deur die Balju vir die Hooggeregshof, Middelburg gehou te Landdroskantoor, Kerkstraat, Hendrina, aan die hoogste bieder:

Gedeelte 27 van Erf 1, Kwazamokuhle, Registrasie Afdeling J.S., Transvaal, groot 409 vierkante meter, gehou kragtens Akte van Transport, voorheen Huurpag nou Eiendomsreg TL 50689/88.

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

Verbeterings: 3 slaapkamers, 2 van slaapkamers met ingeboude kaste, badkamer met toilet, kombuis, eet- en sitkamer aanmekaar, teëldak, klinker, omhein met plafonne.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

Terme: 10% (Tien persent) van die koopprys in kontant betaalbaar onmiddellik na die afloop van die verkoping en die balans moet binne 30 dae na die datum van die verkoping verseker word by wyse van 'n bank- of bouvereniging waarborg wat betaalbaar sal wees gelyktydig met registrasie van oordrag.

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

Verkoopsvoorwaardes: Dit lê ter insae by die Kantoor van die Balju vir die Hooggeregshof, Middelburg te Auxiliumgebou, Eksteenstraat 4A, Middelburg.

Gedateer te Pretoria hierdie 10de dag van Januarie 1996.

Haasbroek en Boezaart Ing., Eiser se Prokureurs, 2de Vloer, Momentumsentrum Westoring, Pretoriusstraat, Posbus 2205, Pretoria. (Tel. 322-4401.) (Verw. D. C. Haasbroek/D604/95.)

Saakno. 95/16736

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA BANK BEPERK**, Eiser, en **SWART, SHARLEEN MARION**, Eerste Verweerder,
SWART, DIRK PIETER, Tweede 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 31 Oktober 1995, sal 'n verkoping van onroerende eiendom gehou word te die Verkooplokaal van die Balju van die Hooggeregshof, Sandton te Grondvloer, Grayston Rylaan 100, Sandown, op die **16de dag van Februarie 1996 om 10:00**, van die ondervermelde eiendom op die voorwaardes wat deur die Vendusiaafslaer gelees sal word ten tye van die verkoping en welke Voorwaardes by die kantore van die Balju van die Hooggeregshof te Grondvloer, Grayston Rylaan 100, Sandown voor die verkoping ter insae sal lê;

Die volgende inligting aangaande die eiendom word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie.

Sekere: Erf 337, Magaliessig Uitbreiding 29 Dorpsgebied, Registrasie Afdeling I.Q., Transvaal, Groot 2 001 vierkante meter, gehou kragtens Akte van Transport Nr. T56516/1991.

Beskrywing: 'n Woonhuis geleë te Hiskettlaan 337, Magaliessig Uitbreiding 29 en bestaande uit: Ingang, Sitkamer, Eetkamer, Gesinskamer, Studeerkamer, Drie Slaapkamers, Twee Badkamers, Aantrekkamer en Kombuis. Dubbel Motorhuis, Bediendekamer en Toilet, Stoorkamer en oop Terras.

Terme: Tien persent (10%) van die Koopprijs en Afslaersgelde (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 16de dag van Januarie 1996.

Scholtz & Botha, Eiser se Prokureurs, 9de Vloer, North State Gebou, hoek van Mark & Kruisstrate, Johannesburg. (Tel. 472-1318.) (Mnr. Scholtz/vb/CU0080.) (Balju/Afslaer se Tel. 884-0992.)

Case No. 12056/95

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 **WYNAND GERT KUHN**, First Defendant, and **JOHANNA MAGDALENA KUHN**, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 14th September, 1995 the following property will be sold in execution on Monday the **19th February, 1996 at 10:00 a.m.** at the Sheriff's Offices, 3rd Floor, United Building, 177 President Street, Germiston:

Erf 458, Elsburg Extension 1 Township, Registration Division I.R., the Province of Gauteng, measuring 1 537 (one thousand five hundred and thirty seven) square metres, being 4 Delpot Street, Elsburg, Germiston.

Comprising: 1 lounge, 1 family room, 1 dining room, 1 kitchen, 3 bedrooms, 1 bathroom, 1 wc, 1 store.

Outbuildings: 1 servants, 1 bathroom, 1 wc.

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 offices of the Sheriff of the Court 3rd Floor United Building 177 President St. Germiston.

Dated at Germiston on this the 10th day of January, 1996.

A. L. Freedman, for M. Levine and Freedman, Plaintiff's Attorneys, 205-5 United Building, 177 President Street, P.O. Box 289, Germiston. (Tel. 873-8914/5.) [Ref. Mr Freedman/OS/20224 (G).]

Case No. 16406/94

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

In the matter between **THE STANDARD BANK OF SA LTD**, Plaintiff, and **MUTSHINYA REUBEN MUKHANU**, Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the abovementioned suit, a sale will be held at 603A Olivetti House, Cnr Schubart and Pretorius Streets, Pretoria on Thursday, **15 February 1996 at 10:00** of the undermentioned property of the defendants on the conditions to be read out by the Auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

All right, title and interest in the leasehold iro: Site number 6923, Saulsville, Registration Division JR, Transvaal (also known as 49 Mataborge Street, Saulsville X2), measuring 206 (two hundred and six) square metres, as shown on General Plan Number L431/1987, held by Certificate of registered Grant of Leasehold No. TL 33399/88, subject to the conditions therein contained.

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

Dwelling consisting of lounge, kitchen, 3 bedrooms and bathroom/w.

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

Dated at Pretoria this 18th day of January 1996.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S968/94.)

Saak No. 594/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS BANK LIMITED**, Eiser, en **J P KRUGER**, Verweerder, **A S KRUGER**, 2de Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n Lasbrief vir Eksekusie gedateer 22 Januarie 1993 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof Wonderboom te Gedeelte 83 de Onderstepoort (noord van Sasko Meule) ou Warmbadpad, Bon Accord aan die hoogste bieder op **23 Februarie 1996 om 11:00**.

Erf 972, geleë in die dorpsgebied The Orchards X11, Registrasie Afdeling JR, provinsie van Gauteng, groot 800 (agthonderd) vierkante meter (beter bekend as 24 Matthewsstraat, The Orchards X11).

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:

Enkelverdieping woonhuis met 3 slaapkamers, 2 badkamers, stort, eetkamer, sitkamer, kombuis, volvloermatte en 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 Wonderboom.

Geteken te Pretoria op hierdie 18 Januarie 1996.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Vloer, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. Mev Engels/JR38052.)

CAPE • KAAP

Case No. 32257/1992

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **NBS BANK LIMITED**, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and **PAUL JOHN BLAZIC**, Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town and writ of execution dated 24 March 1993, the property listed hereunder, and commonly known as 125 Pentz Drive, Table View will be sold in execution at the premises on Tuesday, **13 of February 1996 at 10:30**, to the highest bidder:

Erf 9156, Milnerton, situated in the Municipality of Milnerton in the Cape Division in extent 757 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 4 bedrooms, lounge, TV room, kitchen, 1½ bathrooms with 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, Cape Town, Mandatum Building, Barrack Street, Cape Town. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 11 day of January 1996.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref. I. Broodryk/N.1337.)

Case No. 396/95

SUPREME COURT SOUTH AFRICA

(South Eastern Cape Local Division)

NEDCOR BANK LIMITED versus JOSEPH JOHN PETERSEN

In pursuance of a judgment dated 13th March 1995 and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, **9th February 1996 at 15:00**:

Erf 14349, Bethelsdorp, Municipality and Division of Port Elizabeth, in extent 455 (four hundred and fifty-five) square metres, situated at 21 Bacon Street, Hillside, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under a tiled roof, consisting of three bedrooms, bathroom, lounge, diningroom, kitchen and bathroom.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

Terms: 10% on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges (5% on the first R20 000,00 and thereafter 3% to a maximum of R6 000,00 with a minimum of R200,00 plus V.A.T.) are also payable on date of sale.

Dated 8th January 1996.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 34087/93

MAGISTRATE'S COURT DISTRICT PORT ELIZABETH

NEDCOR BANK LIMITED *versus* MBUYISELI ALFRED NTAMBULA

In pursuance of a judgment dated 5th November 1993 and an attachment on the 30th August 1995, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, **9th February 1996 at 14:15:**

Erf 212, Motherwell N.U.6, Administrative District of Uitenhage, in extent 278 (two hundred and seventy-eight) square metres, situated at 91 Mgwenyana Street, Motherwell N.U.6, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under a tiled roof, consisting of three bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Office of the Sheriff, Magistrate's Court-North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges (5% on the first R20 000,00 and thereafter 3% to a maximum of R6 000,00 with a minimum of R200,00 plus V.A.T.) are also payable on date of sale.

Dated 8th January 1996.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 2684/91

SUPREME COURT SOUTH AFRICA

(South Eastern Cape Local Division)

NEDPERM BANK LIMITED *versus* NOZIKHUMBUZO ALBERTINA DANO

In pursuance of a judgment dated 13th November 1991 and an attachment, the right of leasehold to the following property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, the **9th February 1996 at 15:00:**

Erf 1041, kwaDwesi Extension 2, in the Administrative District of Port Elizabeth, in extent 264 (two hundred and sixty-four) square metres, situated at 21 Masithole Street, kwaDwesi Ext. 2, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under a tiled roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, 5th Floor, A.A. Mutual Building, 15 Rink Street, Port Elizabeth.

Terms: 10% on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges (5% on the first R20 000,00 and thereafter 3% to a maximum of R6 000,00 with a minimum of R200,00 plus V.A.T.) are also payable on date of sale.

Dated 11th January 1996.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 37572/95

MAGISTRATE'S COURT DISTRICT PORT ELIZABETH

NEDCOR BANK LIMITED *versus* DAVID GXOTIWE

In pursuance of a judgment dated 7th November 1995 and an attachment on the 20th December 1995, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, **9th February 1996 at 14:15:**

Erf 802, Motherwell N.U.3, in the Administrative District of Uitenhage, in extent 200 (two hundred) square metres, situated at 69 Ngabangaba Street, Motherwell N.U.3, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges (5% on the first R20 000,00 and thereafter 3% to a maximum of R6 000,00 with a minimum of R200,00 plus V.A.T.) are also payable on date of sale.

Dated 11th January 1996.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 37214/95

MAGISTRATE'S COURT DISTRICT PORT ELIZABETH

NEDCOR BANK LIMITED versus GARRET MDLANKOMO, ANGELINA NOMPUMELELO MDLANKOMO

In pursuance of a judgment dated 31st October 1995 and an attachment on the 20th December 1995, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, **9th February 1996 at 14:15:**

Erf 17176, McNamee, Administrative District of Port Elizabeth, in extent 197 (one hundred and ninety-seven) square metres, situated at 245 Connacher Street, New Brighton, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached, brick dwelling under an asbestos roof, consisting of one bedroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Office of the Sheriff, Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges (5% on the first R20 000,00 and thereafter 3% to a maximum of R6 000,00 with a minimum of R200,00 plus V.A.T.) are also payable on date of sale.

Dated 11th January 1996.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 1249/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

NEDPERM BANK LIMITED versus LORNA VERONICA MAYEKISO

In pursuance of a Judgment dated 25th June 1992 and an attachment on the 20th December 1995, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, **9th February 1996 at 14:15:**

Erf 18407, Ibhayi at McNamee Village, Administrative District of Port Elizabeth, in extent 247 (two hundred and forty seven) square metres, situated at 42 Gqamlana Street, New Brighton, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached, brick dwelling under an iron roof, consisting of three bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The Conditions of Sale may be inspected at the Office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 21 days of sale. Sheriff's charges (5% on the first R20 000,00 and thereafter 3% to a maximum of R6 000,00 with a minimum of R200,00 plus V.A.T.) are also payable on date of sale.

Dated 11th January 1996.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 2071/94

IN THE SUPREME COURT OF SOUTH AFRICA (South Eastern Cape Local Division)

In the matter between **STANDARD BANK OF SOUTH AFRICA LIMITED**, Plaintiff, and **VUYISILE DAWETI**, 1st Defendant, and **NOSIPHIWO CONSTANCE DAWETI**, 2nd Defendant

In pursuance of a judgment of the above Honourable Court dated 16 September 1994 and an attachment in execution dated 14 October 1994 the following property will be sold in the foyer, A A Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday **09 February 1996 at 15:00:**

Situate in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 449 square metres, situated at 103 Mpanza Street, Motherwell, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof comprising 3 bedrooms, lounge, bathroom and kitchen.

A substantial building society bond can be arranged for an approved purchaser.

The Conditions of Sale will be read prior to the sale and may be inspected at the Office of the Sheriff, A A Mutual Building, 15 Rink Street, Port Elizabeth or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 1 Pickering Street, Newton Park, Port Elizabeth, telephone 391-2611.

Terms: 10% deposit and Sheriff's charges of 5% of the proceeds of the sale which shall be paid by the purchaser up to a price of R20 000,00 and thereafter 3% up to a maximum fee of R6 000,00, subject to a minimum of R200,00, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this 10th day of January 1996.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (AB/lc/183.)

Case No. 700/95

IN THE SUPREME COURT OF SOUTH AFRICA
(South Eastern Cape Local Division)

In the matter between **STANDARD BANK OF SOUTH AFRICA LIMITED**, Plaintiff, and **MPUTUMI SONTSONGA**, Defendant.

In pursuance of a judgment of the above Honourable Court dated 19 April 1995 and an attachment in execution dated 9 May 1995 the following property will be sold in the foyer, A A Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday 9 February 1996 at 15:00:

Erf 10354 Motherwell, situate in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 284 square metres, situated at Erf 10354, Motherwell (previously Erf 1160 Motherwell), Qolora Street, Motherwell NU4B, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof comprising lounge, kitchen, 2 bedrooms and 1 bathroom.

A substantial building society bond can be arranged for an approved purchaser.

The Conditions of Sale will be read prior to the sale and may be inspected at the Office of the Sheriff, A A Mutual Building, 15 Rink Street, Port Elizabeth or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 1 Pickering Street, Newton Park, Port Elizabeth, telephone 391-2611.

Terms: 10% deposit and Sheriff's charges of 5% of the proceeds of the sale which shall be paid by the purchaser up to a price of R20 000,00 and thereafter 3% up to a maximum fee of R6 000,00, subject to a minimum of R200,00, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this 10th day of January 1996.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (AB/lc/174.)

Case No. 981/95

IN THE SUPREME COURT OF SOUTH AFRICA
(South Eastern Cape Local Division)

In the matter between **STANDARD BANK OF SOUTH AFRICA LIMITED**, Plaintiff, and **MBUYISELI PATRICK KULATI**, Defendant

In pursuance of a judgment of the above Honourable Court dated 26 May 1995 and an attachment in execution dated 12 June 1995 the following property will be sold in the foyer, A A Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday 09 February 1996 at 15:00:

Erf 12314, Motherwell, in the Administrative District of Uitenhage, in extent 244 square metres, situated at 15 Mtendwe Street, Motherwell NU7, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof comprising 2 bedrooms, bathroom and kitchen.

A substantial building society bond can be arranged for an approved purchaser.

The Conditions of Sale will be read prior to the sale and may be inspected at the Office of the Sheriff, A A Mutual Building, 15 Rink Street, Port Elizabeth or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 1 Pickering Street, Newton Park, Port Elizabeth, telephone 391-2611.

Terms: 10% deposit and Sheriff's charges of 5% of the proceeds of the sale which shall be paid by the purchaser up to a price of R20 000,00 and thereafter 3% up to a maximum fee of R6 000,00, subject to a minimum of R200,00, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this 10th day of January 1996.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (AB/lc/210.)

Case No. 1267/95

IN THE SUPREME COURT OF SOUTH AFRICA
(South Eastern Cape Local Division)

In the matter between **STANDARD BANK OF SOUTH AFRICA LIMITED**, Plaintiff, and **MZUKISI PHILLIP MAKINA**,
1st Defendant, **PUMLA IRENE MAKINA**, 2nd Defendant

In pursuance of a judgment of the above Honourable Court dated 02 October 1995 and an attachment in execution dated 12 October 1995 the following property will be sold in the foyer, A A Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday **9 February 1996 at 3:00 p.m.**:

Erf 10565 Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage in extent 298 square metres, situated at 8 Tanga Street, Motherwell NU4B, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof comprising lounge, kitchen, 2 bedrooms and 1 bathroom.

A substantial building society bond can be arranged for an approved purchaser.

The Conditions of Sale will be read prior to the sale and may be inspected at the Office of the Sheriff, A A Mutual Building, 15 Rink Street, Port Elizabeth or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 1 Pickering Street, Newton Park, Port Elizabeth, telephone 391-2611.

Terms: 10% deposit and Sheriff's charges of 5% of the proceeds of the sale which shall be paid by the purchaser up to a price of R20 000,00 and thereafter 3% up to a maximum fee of R6 000,00, subject to a minimum of R200,00 on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this 10th day of January 1996.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (AB/lc/212.)

Saak No. 775/1993

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA
(Noord Kaapse Afdeling)

In die saak tussen **ABSA BANK BEPERK**, Eiser, en **JOHN LANDELLA**, Verweerder

In navolging van 'n Vonnis gedateer 5 September 1994 en 'n Lasbrief tot uitwinning van roerende goedere, gedateer die 16 September 1994, gaan die ondergemelde vaste eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder deur die balju van Kimberley op Donderdag, **8 Februarie 1996 om 10 vm**, te die Landdroskantore, Kimberley, naamlik:

Seker Erf 198, Galeshewe, geleë in die dorp Galeshewe, uitbreiding 2, in die Munisipaliteit van Galeshewe, Administratiewe distrik, Kimberley, groot 359 (drie vyf nege) vierkante meter beter bekend as Motlapestraat, Galeshewe, bestaande uit 2 slaapkamers; met buitegeboue.

Seker Erf 18, Galeshewe geleë in die dorp Galeshewe, distrik Kimberley, groot 743 (sewe vier drie) vierkante meter beter bekend as Ramatshelastraat 18, Retswelele, Kimberley, bestaande uit 3 slaapkamers met sitkamer, eetkamer en buitegeboue.

Seker Erf 411, Vergenoeg geleë in die dorp Vergenoeg, Uitbreiding 4, in die Munisipaliteit van Galeshewe in die Administratiewe distrik van Kimberley, groot 120 (een twee nul) vierkante meter beter bekend as Botsangstraat, Vergenoeg, Kimberley beter bekend as Besigheidsgebou bekend as Loyisa Supermark.

Die eiendom word verkoop sonder 'n reserweprys en is 10% van die koopprys betaalbaar in kontant, onmiddellik na die verkoping en die balans van die verkoopprys moet gewaarborg word binne 'n redelike tyd met 'n goedgekeurde bank- of bouvereniging waarborg.

Verdere verkoopsvoorwaardes kan besigtig word te die kantore van die balju - Kimberley.

Coetzee & Honiball, Prokureurs vir Eiser, Chapelstraat, Kimberley.

Case No. 1689/95

IN THE MAGISTRATE'S COURT, STRAND

ABSA BANK LIMITED, trading as **UNITED BANK** versus **DANA DU PLESSIS** and **KAREN INGRID DU PLESSIS**

The following property will be sold in Execution to the highest bidder at a Public Auction to be held at the site of the property, 3 Oak Road, Gordons Bay 7150 on Wednesday, **14 February 1996 at 10:00**. Erf 1131 Gordons Bay, in the Municipality of Gordons Bay, in extent 494 (four hundred and ninety-four) square metres, held by Deed of Transfer No. T34677/84 and situated at 3 Oak Road, Gordons Bay 7150.

Conditions of sale:

1. The full Conditions of Sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Strand.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, 3 bedrooms, bathroom, single garage and swimming pool.

3. Payment: 10% of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the Sale and the full balance thereof together with interest at the rate of 17.25% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on 09/01/1996.

G. Visser, for Malan Laas & Scholtz, Plaintiff's Attorney, 3 Viloa Street, Table View. [Tel. (021) 557-6016.] (Ref. GJV/SG/Z24077.)

Case No. 10696/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **N B S BANK LIMITED** (Reg. No. 87/01384/06), Execution Creditor, and **THOZAMILE FANNIE BASHOLO**, 1st Execution Debtor, **MENILE NELSON BASHOLO**, 2nd Execution Debtor

In execution of the Judgment of the Magistrate's Court of Kuils River in the above matter, a Sale will be held at **9:00 a.m. on Friday, the 23rd day of February 1996** in front of the Kuils River Magistrates Court House:

Erf 6265 Blue Downs, in the local area of Blue Downs, Division of Stellenbosch, situated at 8 Sunbird Way, Electric City Blue Downs measuring three hundred and ninety square metres, held by Title Deed T62791/92.

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, Kuils River telephone number 9488326.

Dated at Cape Town on this the 9 January 1996.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z26589.)

**SALE IN EXECUTION
NEDCOR BANK LIMITED vs D DU TOIT**

WYNBERG CASE NO. 4461/95

The property: Erf 437 Wetton, in the Local Area of Wetton, Cape Division.

In extent: 584 square metres.

Situate at: 17 Muchbinding Road, Wetton.

Improvements (not guaranteed): Single dwelling: bricks walls: tiled roof: lounge: kitchen: 3 bedrooms: bathroom & toilet.

Date of sale: **12 February 1996 at 2.00 p.m.**

Place of sale: 17 Muchbinding Road, Wetton.

Material conditions: The Sale will be voetstoots, by Public Auction to the highest bidder, the purchase price payable as follows: R2 500,00 in cash or by bank cheque upon signature of the Conditions of Sale; 10% of the purchase price less the sum of R2 500,00 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg and Steer & Co., 33 Loop Street, Cape Town.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

**SALE IN EXECUTION
NEDCOR BANK LIMITED vs J W SHIRLEY**

WYNBERG CASE NO. 6951/95

The property: A Unit consisting of:

(a) Section No. 9 as shown and more fully described on Sectional Plan No. SS 204/92, in the scheme known as Kay May Gardens, in respect of the land and building or buildings situated at Wynberg, in the Municipality of Cape Town of which the floor area, according to the said sectional plan, is 54 (fifty-four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Situate at: 9 Kay May Gardens, Bayview Road, Wynberg.

Improvements (not guaranteed): One flat: lounge: kitchen: 2 bedrooms: bathroom & toilet.

Date of sale: 12 February 1996 at 12.00 p.m.

Place of sale: 9 Kay May Gardens, Bayview Road, Wynberg.

Material conditions: The Sale will be voetstoets, by Public Auction to the highest bidder, the purchase price payable as follows: R2 500,00 in cash or by bank cheque upon signature of the Conditions of Sale; 10% of the purchase price less the sum of R2 500,00 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the Conditions of Sale and subject to the terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 3714/1992

MAGISTRATE'S COURT WYNBERG

ABSA BANK LIMITED, trading as UNITED BANK *versus* **AFDAK PROPERTIES CC**

The following property will be sold in execution at the site of the property, 8 Muller Road, Woodlands Park, Wetton, Western Cape, on **Wednesday, 21 February 1996, at 12:00**, to the highest bidder:

Erf 319 Wetton, in extent 520 square metres held by T48582/1990, situated at 8 Muller Road, Woodlands Park, Wetton, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge/diningroom, kitchen, three bedrooms, bathroom, toilet, detached single 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. 120796/gt.)

Case No. 21665/92

IN THE MAGISTRATE'S COURT, BELLVILLE

ABSA BANK LIMITED, trading as UNITED BANK *versus* **TREVOR JOHN STOUTZ and YVONNE STOUTZ**

The following property will be sold in Execution to the highest bidder at a Public Auction to be held at the site of the property, 1 Ixia Road, Doordekraal, Bellville 7530 on **Friday, 9 February 1996 at 10:00**. Erf 16821 Bellville, in the Municipality of Bellville, in extent 988 (nine hundred and eighty-eight) square metres, held by Deed of Transfer No. 13476/92 and situated at 1 Ixia Road, Doordekraal, Bellville 7530.

Conditions of sale:

1. The full Conditions of Sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, diningroom, kitchen, laundry, 3 bedrooms, bathroom/shower/w.c. en suite.

3. *Payment:* 10% of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the Sale and the full balance thereof together with interest at the rate of 18.25% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on 04/12/1995.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 3 Viola Street, Table View. [Tel. (021) 557-6016.] (Ref. GJV/SGW14422.)

Saak No. 111/92

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN TULBAGH GEHOU TE WOLSELEY

In die saak tussen **MULLER TERBLANCHE & BEYERS**, Eiser, en **J J VAN WYK**, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en die Lasbrief vir Eksekusie gedateer 9 November 1995 sal die hieronder vermelde eiendom verkoop word op die **22ste dag van Februarie 1996 om 10:00** voor die hoofingang van die Landdroskantoor te Eeufesstraat, Wolseley aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 1321 Wolseley, afdeling Tulbagh, groot 324 vierkante meter, gehou kragtens Akte van Transport No. T43627/91, bekend as Renonkelstraat 80, Montana, Wolseley, 6830.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie, naamlik:

Losstaande enkelverdiepingwoonhuis, 3 slaapkamers, kombuis, sitkamer, badkamer met toilet, tapyte, asbesdak, draadomheining.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Wolseley en by die ondergetekendes.

Die belangrikste voorwaarde daarin vervat is die volgende: Dat die eiendom vir kontant aan die hoogste bieder verkoop sal word.

Geteken te Worcester op hierdie 12de dag van Desember 1995.

Muller Terblanche & Beyers, Kerkstraat 66, Posbus 18, Worcester, 6849. (Verw. VV1182.)

Case No. 9232/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **PORT ELIZABETH MUNICIPALITY**, Execution Creditor, and **T E SELICKI**, Execution Debtor

In pursuance to a judgment in the court for the Magistrate of Port Elizabeth dated 6 May 1993 and a writ of execution dated 10 March 1995 of the property listed hereunder will be sold in execution on Friday, **16 February 1996 at 14:15**, at the front entrance of the New Law Courts, North End, Port Elizabeth.

Erf 1326, Gelvandale situated in the Municipality and Division of Port Elizabeth, held under Deed of Transfer No. T28208/1992, measuring 481 square metres, situated at 5 Bushbuck Street, Gelvandale, Port Elizabeth.

Improvements: Although not guaranteed, it consists of Private dwelling, 2 bedrooms, lounge/diningroom, kitchen, bathroom, stoep.

Zoning: In terms of the Port Elizabeth Municipal Zoning Scheme, the property zoned for residential purposes.

Material conditions of sale:

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

2. (a) The purchaser, other than the Plaintiff or Bondholder, shall pay a deposit of 10% of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorney, to be furnished to the Deputy Sheriff within 21 (Twenty-one) days after the date of sale.

(b) The purchaser shall pay interest at the rate of 15.5% per annum on the balance of the purchase price from the date of sale to the date of payment.

The Purchaser shall pay the Sheriff's commission of 5% on the first R20 000,00 and 3% on the balance of the purchase price on the date of sale. The full Conditions may be inspected at the Office of the Sheriff of the Magistrate's Court, Port Elizabeth West.

Dated at Port Elizabeth this the 21st day of December of 1995.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. EJ Murray/rr.)

Case No. 39527/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **PORT ELIZABETH MUNICIPALITY**, Execution Creditor, and **A E LOUIS**, Execution Debtor

In pursuance to a judgment in the court for the Magistrate of Port Elizabeth dated 7 February 1994 and a writ of execution dated 6 June 1995 of the property listed hereunder will be sold in execution on Friday, **16 February 1996 at 14:15**, at the front entrance of the New Law Courts, North End, Port Elizabeth.

Erf 12373, Bethelsdorp, situated in the Municipality and Division of Port Elizabeth, held under Deed of Transfer No. T5884/1988, measuring 452 square metres, situated at 70 Honeybrook Crescent, Bethelsdorp, Port Elizabeth.

Improvements: Although not guaranteed, it consists of Private dwelling, 3 bedrooms, lounge, kitchen, bathroom/w.c.

Zoning: In terms of the Port Elizabeth Municipal Zoning Scheme, the property zoned for residential purposes.

Material conditions of sale:

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

2. (a) The purchaser, other than the Plaintiff or Bondholder, shall pay a deposit of 10% of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorney, to be furnished to the Deputy Sheriff within 21 (Twenty-one) days after the date of sale.

(b) The purchaser shall pay interest at the rate of 18.25% per annum on the balance of the purchase price or at such rate and on such amount of the mortgage bond in favour of ABSA Bank Limited t/a United Bank (whichever is the greater) from the date of sale to the date of payment.

The Purchaser shall pay the Sheriff's commission of 5% on the first R20 000,00 and 3% on the balance of the purchase price on the date of sale. The full Conditions may be inspected at the Office of the Sheriff of the Magistrate's Court, Port Elizabeth West.

Dated at Port Elizabeth this the 21st day of December of 1995.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. EJ Murray/rr.)

Case No. 10360/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **THE STANDARD BANK OF S.A. LIMITED**, Execution Creditor, and **AMANDA JOELENE JONES**, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain dated 25 August 1995 and a Warrant of Execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by Public Auction held on the premises, to the highest bidder on Thursday, **22 February 1996 at 10:00** on site:

Erf 6451, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent two hundred and forty-two (242) square metres, held by Deed of Transfer Number T2986/93.

Street address: 96 Dorper Way, Westridge, Mitchells Plain, Cape.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by Public Auction and subject to the provisions and conditions of the Magistrates' Courts Act No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attached to the property contained in the relevant Title Deeds.

(2) The following information is furnished but not guaranteed: A single dwelling consisting of two bedrooms, one lounge, one kitchen, one toilet and bathroom.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or Auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff for the Magistrates Court, Mitchells Plain (South).

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance, together with interest thereon at the rate of 15.25% from the date of sale to date of registration of transfer, against registration of the property into the name of the purchaser, which payment shall be secured by an approved Bank or Building Society guarantee within fourteen (14) days of the date of sale.

Dated at Athlone on this 27th day of December 1995.

H. Mohamed & Associates, Attorneys for Execution Creditor, corner of Klipfontein & Belgravia Roads, Athlone. (Ref. Coll/sg 15/56206/95.)

Case No. 35517/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **UNITED BUILDING SOCIETY LIMITED**, Plaintiff, and **ALI MOHAMMED**, First Defendant, **MARLENE ELAINE MOHAMMED**, Second Defendant

In pursuance of a Judgment in the Court for the Magistrate of Port Elizabeth dated 22 December 1994 and a Writ of Execution dated 9 January 1995 the property listed hereunder will be sold in execution on Friday, the **16th of February 1996 at 14:15**, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 13487, Bethelsdorp, Municipality and Division of Port Elizabeth, measuring 475 (four hundred and seventy-five) square metres, situated at 57 Fember Street, Bethelsdorp Extension 30, Port Elizabeth.

Improvements (although not guaranteed), it consists of single storey, private brick dwelling under tile with lounge, kitchen, 3 bedrooms, 1 bathroom with w.c.

Material conditions of sale:

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the Conditions of Sale and the balance plus 16,25% (sixteen comma two five percent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the Office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this the 2nd day of January 1996.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth.

Case No. 27619/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH**

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **SAVALINGUM PILLAY**, First Defendant,
CHANDRAKANTHIE PILLAY, Second Defendant

In pursuance of a Judgment in the Court for the Magistrate of Port Elizabeth dated 19 October 1995 and a Writ of Execution dated 30 October 1995 the property listed hereunder will be sold in execution on Friday, the **16th of February 1996 at 14:15**, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 481, Malabar, Municipality and Division of Port Elizabeth, measuring 528 (five hundred and twenty-eight) square metres, situated at 24 Virgilia Street, Malabar, Port Elizabeth.

Improvements (although not guaranteed), it consists of single storey, private brick dwelling under tile with entrance hall, lounge, kitchen, 4 bedrooms, 1 bathroom with w.c., 1 shower with w.c.

Material conditions of sale:

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the Conditions of Sale and the balance plus 18,25% (eighteen comma two five percent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the Office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this the 2nd day of January 1996.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth.

Case No. 7876/94**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED**, Execution Creditor, and
TREVOR VINCENT FELIX, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg, dated 5 July 1994 and a Warrant of Execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by Public Auction held on the premises, to the highest bidder on **15 February 1996 at 14:00**:

Erf 3037, Ottery, in the area of the Transitional Metropolitan Substructure Cape Town, Cape Division, Western Cape Province, in extent 426 (four hundred and twenty-six) square metres.

Street address: 5 Bishopstone Street, Wetton Park, Ottery.

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: Single dwelling - brick walls under tiled roof - consisting of 3 bedrooms, kitchen, lounge, diningroom, bathroom/wc, shower/wc.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 7 Electric Street, Wynberg.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the 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 21 December 1995.

W. de Braal, for Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case No. 1081/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS BANK LIMITED**, Plaintiff, and **THOMAS RUITERS**, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 6 April 1995 and a writ of execution dated 11 April 1995 the property listed hereunder will be sold in execution on **Friday, 16 February 1996 at 14:15**, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 5577, Bethelsdorp, in the Municipality and Division of Port Elizabeth, measuring 886 (eight hundred and eighty-six) square metres, situated at 23 Chris Wessels Street, Bethelsdorp Extension 10, Port Elizabeth.

Improvements: Although not guaranteed, it is a single storey, brick under tile, private dwelling with fitted carpets, consisting of lounge, dining, kitchen, 3 beds-, 1.5 bath-, 2 w.c.'s, flatlet, garage and servant's quarters.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 18,25% (eighteen comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this the 4th day of January 1996.

Joubert Galpin & Searle, Plaintiff's Attorneys, 1st Floor, NBS Building, 30 Main Street, P O Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Case No. 1080/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS BANK LIMITED**, Plaintiff, and **EDMUND WINSTON PETERS**, First Defendant, **THOMAS RUITERS**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 9 May 1995 and a writ of execution dated 10 May 1995 the property listed hereunder will be sold in execution on **Friday, 16 February 1996 at 14:15**, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 7662, Bethelsdorp, in the Municipality and Division of Port Elizabeth, measuring 450 (four hundred and fifty) square metres, situated at 1 Bethelsdorp Road, Bethelsdorp Extension 29, Port Elizabeth.

Improvements: Although not guaranteed, it is a single storey, brick under tile, private dwelling with fitted carpets, consisting of lounge, kitchen with elo & hob, 2 beds-, 1 bath-, 1 w.c.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 18,25% (eighteen comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this the 4th day of January 1996.

Joubert Galpin & Searle, Plaintiff's Attorneys, 1st Floor, NBS Building, 30 Main Street, P O Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Case No. 30839/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS BANK LIMITED**, Plaintiff, and **HAYWARD DOMNIQUE MARAIS**, First Defendant, **ROCHELLE THERESA MARAIS**, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 9 October 1995 and a writ of execution dated 11 October 1995 the property listed hereunder will be sold in execution on **Friday, 16 February 1996 at 14:15**, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 15149, Bethelsdorp, in the Municipality and Division of Port Elizabeth, measuring 424 (four hundred and twenty-four) square metres, situated at 48 Bluecress Avenue, Bethelsdorp Extension 32, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, brick under tile with fitted carpets, private dwelling consisting of kitchen, lounge, 2 beds-, 1 bath-, 1 w.c.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 20,25% (twenty comma two five percent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this the 3rd day of January 1996.

Joubert Galpin & Searle, Plaintiff's Attorneys, 1st Floor, NBS Building, 30 Main Street, P O Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

Case No. 38134/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS BANK LIMITED**, Plaintiff, and **KEITH WILFRED ALASTAIR SAYSTER**, Defendant

In pursuance of a Judgment in the Court for the Magistrate of Port Elizabeth dated 8 November 1995 and a Writ of Execution dated 14 November 1995 the property listed hereunder will be sold in execution on **Friday, the 16th of February 1996** at the front entrance of the New Law Courts, North End, Port Elizabeth at **14:15**:

Certain Erf 7132, Bethelsdorp, situated in the Municipality and Administrative District of Port Elizabeth, measuring 328 (three hundred and twenty-eight) square metres, situated at 13 St Francis Street, Bethelsdorp, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, private brick dwelling under tile with fitted carpets consisting of lounge, dining-, kitchen, 2 beds-, 1 bath-, 1 w.c.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the Conditions of Sale, the terms of the Magistrates' Courts Act and the Rules made thereunder and of the Title Deeds, in so far as these are applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the Conditions of Sale and the balance plus 20,25% (twenty comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

The full Conditions may be inspected at the Office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this the 3rd day of January 1996.

Joubert Galpin & Searle, Plaintiff's Attorneys, 1st Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth.

Case No. 34313/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **STANDARD BANK OF SA LIMITED**, Plaintiff, and **RUSSELL TIMOTHY WATSON**, First Defendant

In pursuance of a Judgment in the Court for the Magistrate of Port Elizabeth dated 16 October 1995 and a Writ of Execution dated 23 October 1995 the property listed hereunder will be sold in execution on **Friday, the 16th day of February 1996** at the front entrance of the New Law Courts, North End, Port Elizabeth, at **14:15**:

Certain Section 34 (thirty-four) as shown and more fully described on Sectional Plan No. SS 205/94 in the scheme known as Crestview in respect of the land and building or buildings situated at Kabega in the Municipality of Port Elizabeth of which the floor area, according to the said sectional plan is 74 (seventy-four) square metres in extent, situated at 62 Crestview Villas, Avondale Road, Kabega Park, Port Elizabeth.

Improvements: Although not guaranteed, it consists of single storey, brick under tile, private dwelling with lounge, kitchen, 3 bedrooms, 1 bathroom, 1 w.c. and cargo.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the Conditions of Sale, the terms of the Magistrates' Courts Act and the Rules made thereunder and of the Title Deeds, in so far as these are applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the Conditions of Sale and the balance plus 18,25% (eighteen comma two five percent) interest thereon per annum shall be secured within fourteen (14) days by a Bank or other suitable Guarantee payable against registration of transfer.

The full Conditions may be inspected at the Office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this the 3rd day of January 1996.

Joubert Galpin & Searle, Plaintiff's Attorneys, 1st Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth.

Case No. 38023/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS BANK LIMITED**, Plaintiff, and **DEAN LINDSAY DICKINSON**, Defendant

In pursuance of a Judgment in the Court for the Magistrate of Port Elizabeth dated 9 November 1996 and a Writ of Execution dated 14 November 1996 the property listed hereunder will be sold in execution on **Friday, 16 February 1996** at the front entrance of the New Law Courts, North End, Port Elizabeth at **14:15**:

Certain Section No. 1 as shown and more fully described on Sectional Plan No. SS 290/95, in the scheme known as Carmel Villas Fifteen in respect of the land and building or buildings situated at Hunters Retreat in the Municipality of Port Elizabeth of which the floor area, according to the said sectional plan, is 43 (forty-three) square metres, situated at 15A Carmel Villas, Carmel Crescent, Sherwood, Port Elizabeth.

Improvements: Although not guaranteed, it is a maisonette consisting of lounge, kitchen, 2 beds-, 1 bath-, 1 w.c., garden and parking facilities.

Material conditions of sale:

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the Conditions of Sale, the terms of the Magistrates' Courts Act and the Rules made thereunder and of the Title Deeds, in so far as these are applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the Conditions of Sale and the balance plus 20,25% (twenty comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable Guarantee payable against registration of transfer.

The full Conditions may be inspected at the Office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this the 4th day of January 1996.

Joubert Galpin & Searle, Plaintiff's Attorneys, 1st Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth.

Case No. 2960/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **JIM GERARD PAUL BROEKHUYSEN**, Judgment Creditor,
and **DEBORAH CATHERINE ARENDSE**, Judgment Debtor

Be pleased to take notice that pursuant to a Judgment in the Magistrate's Court, Somerset West, dated 13th September 1994, and a Warrant of Execution, the following property will be sold in execution on **Tuesday the 13th day of February 1996 at 11:45** at the property, namely, Erf 2769, Macassar in the Metropolitan Transitional Substructure Macassar, Division of Stellenbosch, in the Western Cape; measuring: 220 (two hundred and twenty) square metres; also known as 16 Milly Way, Bell Glen, Macassar, and held by Deed of Transfer No. T.41490/1995:

The property shall be sold to the highest bidder, without reserve and the sale will be subject to the provisions of the Magistrate's Court Act as amended and the rules made thereunder. The purchase price will be payable as follows:

1. One tenth ($\frac{1}{10}$) of the purchase price in cash or by means of a bank-marked cheque to the Sheriff of the Magistrate's Court, for the account of the Execution Creditor - such payment to be made on the day of the sale; and

2. 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 the Conditions of Sale.

3. In addition, the Purchaser shall pay interest to the present Bondholder, namely, ABSA Bank (United Bank), at the current rate of interest 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 Bondholders Attorneys.

The improvements to the above property are as follows: A residential dwelling house with an asbestos roof consisting of: Lounge/diningroom, 3 bedrooms, kitchen, 1 bathroom with toilet. Fencing and vibracrete.

The Conditions of Sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Harae Centre, Church Street, Somerset West.

Dated at Somerset West this 9th day of January 1996.

Havenga & Smith-Symms Inc., Attorneys for Plaintiff, 11 Caledon Street, Somerset West. (Ref. C. V. Smith-Symms:CVDV:BB462.)

Case No. 5347/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **N B S BANK LIMITED (Reg. No. 87/01384/06)**, Execution Creditor, and
CLIVE BRIAN MULLIGAN, Execution Debtor

In execution of the judgment of the Magistrate's Court of Kuils River in the above matter, a Sale will be held at **11:00 on Monday the 19th day of February 1996** at the premises of Erf 4379, 14 Wabler Way, Electric City Blue Downs:

Erf 4379 Blue Downs, situated at 14 Wabler Way, Electric City Blue Downs, measuring three hundred and eighty-one square metres, held by Title Deed T 73483/88.

Conditions of Sale.

1. The sale is subject to the terms and conditions of the Magistrate's Court 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, Kuils River telephone number 984-8326.

Dated at Cape Town on this the 4 January 1996.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z25854.)

Case No. 4010/95

IN THE MAGISTRATE'S COURT BELLVILLE

ABSA BANK LIMITED, trading as UNITED BANK *versus* **CONSTANTINOS KYRIACOS** and **HEIDI KATHLEEN KYRIACOS**

The following property will be sold in Execution to the highest bidder at a Public Auction to be held at the site of the property, 33 Kuiperskraal Street, Bellville, 7530 on Friday, **9 February 1996 at 11:30:**

Erf 29605, Bellville, in the Municipality of Bellville, in extent 717 (seven hundred and seventeen) square metres, held by Deed of Transfer No. T18384/94 and situated at 33 Kuiperskraal Street, Bellville, 7530.

Conditions of sale:

1. The full Conditions of Sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, 2 bathrooms, 3 bedrooms and single garage.

3. *Payment:* 10% of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the Sale and the full balance thereof together with interest at the rate of 18.25% from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on 11/12/1995.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 3 Viola Street, Table View. [Tel. (021) 557-6016.] (Ref. GJV/SG Z29993.)

Saak No. 9558/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **SAAMBOU BANK**, Eiser, en **N. LANG**, Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros, Kimberley, op die 13de dag van November 1995, en Lasbrief vir Eksekusie sal die volgende eiendom in eksekusie verkoop word op Vrydag, die **16de dag van Februarie 1996 om 10:00**, voor die Landdroskantoor te Kimberley, deur die Balju, Kimberley aan die persoon wat die hoogste aanbod maak naamlik:

Sekere Erf 23529, geleë in die Stad en distrik van Kimberley, beter bekend as Hibiscus Singel 12, Roodepan, Kimberley, groot 135 vierkante meter, gehou kragtens Transportakte Nr T3348/92, onderworpe aan Verbandakte No. B2085/92 ten gunste van Saambou Bank.

Die verkoopsvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

Geteken te Kimberley op hierdie 8ste dag van Januarie 1996.

K. J. Spangenberg, Van de Wall & Vennote, Van de Wallgebou, Southeystraat, Kimberley, 8301. (Verw. Mnr. K. Spangenberg/ee/ZD 7235.)

Saak No. 2207/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **VILLAGE TRUSTEES**, Eiser, en **MNR DANIEL JOHANNES BROWN**, Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof, Kuilsrivier, gedateer 21 Junie 1995, sal die hiernabeskrewe vaste eiendom op Vrydag, **16 Februarie 1996 om 11:00**, op die perseel te Delpoortstraat 11, Kleinmond, per publieke veiling in eksekusie verkoop word aan die hoogste bieder sonder reserve:

Erf 3585, Kleinmond, geleë in die Munisipaliteit Hangklip/Kleinmond, Afdeling Caledon, Provinsie Wes-Kaap, groot 496 vierkante meter, gehou kragtens Transportakte No. T70973/90.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook die voorwaardes van die Titellakte waaronder die eiendom gehou word.

2. Een tiende (1/10) van die koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprys tesame met rente daarop teen 17,5% of sodanige ander rentekoers as wat deur Verweerders betaalbaar is in terme van die verbandakte vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping vir vonnisskuldeiser voorsien van 'n bank- of bouverenigingswaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word welke verdere voorwaardes ter insae lê by die kantore van die Balju, Kuilsrivier en/of die kantore van Smit Kruger & Potgieter, Wellingtonweg 32, Durbanville.

Gedateer te Durbanville hierdie 4de dag van Januarie 1996.

D. J. Kritzing, vir Smit Kruger & Potgieter, Wellingtonweg 32, Posbus 33, Durbanville, 7550.

Case No. 3828/1995

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS BANK LIMITED**, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and **FAIZAL SALIE**, Defendant

In pursuance of Judgment of the Magistrate's Court of Mitchells Plain and Writ of Execution dated 22 May 1995, the property listed hereunder, and commonly known as 21 Agapanthus Street, Lenteguur, Mitchells Plain will be sold in Execution in front of the Magistrate's Court, Mitchells Plain on Tuesday, **13 of February 1996 at 10:00**, to the highest bidder.

Erf 19495, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 140 Square Metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Semi-detached 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% (ten per centum) and the balance against transfer.

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North, Rocklands Medical Centre, Park Avenue, Rocklands, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 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.1947.)

Case No. 7201/1992

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **NBS BANK LIMITED**, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and **TYRONE STANFORD DAVID JULIE**, First Defendant, and **SHARON DENISE JULIE**, Second Defendant

In pursuance of Judgment of the Magistrate's Court of Mitchells Plain and Writ of Execution dated 31 July 1992, the property listed hereunder, and commonly known as 11 Oxford Road, Hydepark, Mitchells Plain, will be sold in Execution in front of the Magistrate's Court, Mitchells Plain on Tuesday, **13 of February 1996 at 10:00**, to the highest bidder.

Erf 2052, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, in extent 357 Square Metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising 3 bedrooms, lounge, kitchen, bathroom, toilet.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North, Rocklands Medical Centre, Park Avenue, Rocklands, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 1 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.1182.)

Case No. 6645/1991

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 **WILLIAM HENRY DAVID ELLIOT**, First Defendant, and **FIONA PHOEBE ELLIOT**, Second Defendant

In pursuance of Judgment of the Magistrate's Court of Kuils River and Writ of Execution dated 7 August 1991, the property listed hereunder, and commonly known as 14 Ibis Street, Electric City, Blue Downs will be sold in Execution at the premises on Monday, **12 of February 1996 at 09:30**, to the highest bidder.

Erf 6260, Blue Downs, situated in the Lower Kuils River No. 1 Local Area, Division of Stellenbosch, in extent 460 Square Metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of cement blocks with tiled roof, comprising 3 bedrooms, lounge, kitchen, bathroom, toilet.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 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.717.)

Saak No. 39839/95

**IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS,
TODDSTRAAT, PORT ELIZABETH**

In die saak tussen **SAAMBOU BANK BEPERK**, Eiser, en **DAWN PATRICIA BOTHA**, 1ste Verweerder,
SHAUN ANTHONY BOTHA, 2de Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik van Port Elizabeth sal die ondergemelde eiendom verkoop word op **16 Februarie 1996 om 14:15** by die hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopsvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth Suid:

Deel No. 2, soos aangetoon en volledig beskryf op Deelplan SS356/93 in die skema bekend as Devon Court ten opsigte van die grond en gebou of geboue geleë te Port Elizabeth Sentraal, van welke deel die vloeroppervlakte volgens die voormelde Deelplan 68 (agt-en-sestig) vierkante meter groot is en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aangeoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST15412/93, ook bekend as Woonstel nommer 2, Devon Court, Wasleystraat, Sentraal, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n wooneenheid is bestaande uit een slaapkamer, sitkamer, kombuis, badkamer en portaal.

10% (tien persent) van die koopprys sal betaalbaar wees in kontant by ondertekening van die verkoopsvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 9de dag van Januarie 1996.

Stulping Delport Cilliers & De Jager, Birdstraat 5, Sentraal, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak No. 16413/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS,
TODDSTRAAT, PORT ELIZABETH

In die saak tussen **SAAMBOU BANK BEPERK**, Eiser, en **HENDRIK FREDERICK MARTHINUS ZEELIE**, 1ste Verweerder,
THERESA GERALDINE ZEELIE, 2de Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik van Port Elizabeth sal die ondergemelde eiendom verkoop word op **16 Februarie 1996 om 14:15** by die hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopsvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth Suid:

Erf 2464, Mount Road, Munisipaliteit en Afdeling van Port Elizabeth, groot 208 (tweehonderd en agt) vierkante meter, gehou kragtens Transportakte T4690/94, ook bekend as Burnsiaan 4, Kensington, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdieping baksteen woonhuis is met sinkdak bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer.

10% (tien persent) van die koopprijs sal betaalbaar wees in kontant by ondertekening van die verkoopsvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 9de dag van Januarie 1996.

Stulding Delpot Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak No. 28982/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS,
TODDSTRAAT, PORT ELIZABETH

In die saak tussen **SAAMBOU BANK BEPERK**, Eiser, en **C. R. BAIN**, 1ste Verweerder,
Y. C. BAIN, 2de Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik van Port Elizabeth sal die ondergemelde eiendom verkoop word op **16 Februarie 1996 om 14:15** by die hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopsvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth Suid:

Erf 2640, Fairview, in die munisipaliteit en afdeling Port Elizabeth, groot 250 (tweehonderd-en-veertig) vierkante meter, gehou kragtens Transportakte T94923/93, ook bekend as Pine Glades 24, Totiusweg, Overbaakens, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdieping woonhuis met klinkermure en teëldak is bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer.

10% (tien persent) van die koopprijs sal betaalbaar wees in kontant by ondertekening van die verkoopsvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 11de dag van Januarie 1996.

Stulding Delpot Cilliers & De Jager, Birdstraat 5, Sentraal, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak No. 572/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROBERTSON GEHOU TE ROBERTSON

In die saak tussen **SAAMBOU BANK BEPERK**, Eiser, en **VICTOR J EVERSON**, 1ste Verweerder,
JOSLIN EVERSON, 2de Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof gedateer 6 Oktober 1995 en 'n lasbrief vir eksekusie sal die hieronder vermelde eiendom verkoop word op die **14de dag van Februarie 1996 om 14:00** voor die hoofingang van die Landdroskantoor, Kerkstraat, Robertson aan die persoon wie die hoogste aanbod maak, naamlik:

Erf 1271, Robertson, afdeling Robertson, groot 558 vierkante meter, gehou kragtens Transportakte T59409191 bekend as Keeromstraat 7, Robertson.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie, naamlik Enkelverdieping skakelhuis, 2 slaapkamers, sitkamer, kombuis, badkamer, garage, buitekamer.

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. 'n Deposito van 10% van die koopprijs is betaalbaar in kontant by sluiting van die ooreenkom.

Geteken te Robertson op hierdie 4de dag van Januarie 1996.

Pretorius, Kerkstraat 24, Posbus 731, Robertson, 6705. (Verw. PS0134/MJLP.)

Case No. 18202/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH, HELD AT TODD CHAMBERS, TODD STREET,
PORT ELIZABETH

In the matter between **MAUD P VAN ZYL**, Plaintiff, and **PATRICIA LEWIS**, Defendant

In pursuance of a judgment in the Magistrate's Court of Port Elizabeth dated 28 June 1994, the undermentioned immovable property will be sold in execution to the highest bidder on Thursday, **7 March 1996 at 10:00** the morning at the front entrance of the Magistrate's Office, New State Building, Knight Street, Kimberley, by public auction:

Description: Erf 15879, Kimberley, situated in the Municipality and Division of Kimberley, in extent 676 (six hundred and seventy-six) square metres, situated at 20 Grig Avenue, Pescodia, Kimberley.

Improvements: While nothing is guaranteed, it is understood that the property is a detached brick dwelling under a tiled roof and garden.

The full conditions of sale may be inspected at the office of the Sheriff, of the Magistrate's Court, Port Elizabeth West.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance (including vat) (if applicable), payable against registration of transfer, to be secured by a bank or building society guarantee to be furnished to the Plaintiff's Attorney within 21 (twenty-one) days from the date of sale. Sheriff or auctioneer's charges 5% (five per centum) on the first R20 000,00 and thereafter 3% (three per centum) to a maximum of R6 000,00 with a minimum of R200,00 (plus vat) are also payable on date of sale.

Dated at Port Elizabeth on this the 9th day of January 1996.

M. P. van Zyl, for Maud P. van Zyl, Plaintiff's Attorneys, 29 Pearson Street, Central, Port Elizabeth. (Ref. 2610.)

Case No. 1601/95
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED**, Plaintiff, and **BASIL HARVEY**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 14 Bocker Way, Tokai, at **10:00** am, on Wednesday the **28th day of February 1996** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff for the Supreme Court, Maynard House, Maynard Road, Wynberg:

Erf 4044, Constantia, situated in the area of the Local Council of Constantia Valley, Cape Division, in extent 1 135 square metres, and situated at 14 Bocker Way, Tokai.

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

A 270 square metre main dwelling consisting of an entrance hall, lounge, dining room, family room, study, kitchen, laundry, 3 bedrooms, bathroom, bathroom with water closet, water closet with shower, a 67 square metre outbuilding consisting of a double garage, servants quarters, water closet with shower and a swimming pool.

Terms:

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

2. 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 Montague Gardens this 11 January 1996.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W D Inglis/cs/S1011/2803.)

Case No. 7497/95
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED**, Plaintiff, and **ROBERT CLIVE TRENDGER**, Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above mentioned suit, a sale without reserve will be held at 7A High Cape Three, Upland Avenue, Vredehoek, at **12:30** pm on Thursday the **22nd day of 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, Mandatum House, Barrack Street, Cape Town:

(i) (a) Section No. 41 as shown and more fully described on Sectional Plan No. SS264/1993, in the scheme known as High Cape Three in respect of the land and building or buildings situated at Vredehoek in the Municipality of Cape Town, Cape Division of which the floor area, according to the said sectional plan, is 94 (ninety-four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan;

(ii) An exclusive use area described as Garage No. G50 measuring 19 (nineteen) square metres being as such part of the common property, comprising the land and the scheme known as High Cape Three in respect of the land and building or buildings situated at Vredehoek in the Municipality of Cape Town, Cape Division, and situated at 7A High Cape Three, Upland Avenue, Vredehoek.

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

A 94 square metre apartment consisting of entrance hall, lounge, kitchen, 2 bedrooms, bathroom, water closet, water closet with shower and a 19 square metre outbuilding consisting of a garage.

Terms:

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

2. 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 Montague Gardens this 15 January 1996.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W D Inglis/cs/S2134/5167.)

Case No. 32862/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **THE BODY CORPORATE OF THE BLUE WATERS BUILDING**, Plaintiff, and **MR E STEIGER**, Defendant

In the execution of a judgment of the above Honourable Court, dated 2nd November, 1995, the property described below will be sold in execution on: **Tuesday 13th February, 1996 at 09:30 am** at 1 Blue Waters, Beach Road, Sea Point West, Cape, to the highest bidder, subject to the following conditions hereinafter mentioned and to the further conditions which will be read out by the Auctioneer/Sheriff at the Sale:

Section 1 as shown and more fully described on Sectional Plan No. SS51/93 in the building or buildings known as Blue Waters situated at Sea Point West, in the Transitional Metropolitan Substructure of Cape Town, of which section of the floor area according to the sectional plan is 58 (fifty-eight) square metres, held by Deed of Transfer ST3881/1995.

Conditions of payment: Ten per cent (10%) of the purchase price must be paid by way of cash or bank guaranteed cheque immediately after the property has been declared sold, whilst the balance of the purchase price together with interest thereon at the rate of 15,5% per annum as from the date of sale up to the date of registration of transfer, must be paid in cash against registration of transfer. The purchaser must furthermore within fourteen (14) days after the sale supply the Attorney of the Judgment Creditor with a bank or building society guarantee for due compliance with all his obligations in terms of the Conditions of Sale, which guarantee must be approved by the said Attorney. All payments must be made free of bank commission at Parow or at such other place as the Attorney of the Judgment Creditor may appoint.

Conditions of sale: The conditions of sale are available for inspection at the office of the Sheriff of the Magistrate's Court, Cape Town.

Dated at Cape Town on this the 12th day of January 1996.

Bertram Poole & Assoc., Plaintiff's Attorneys, 708 Groote Kerk Bldg., 39 Adderley Street, Cape Town, 8001. (Ref. W01074.BP.dc.)

Case Number 5602/94

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

In the matter between **SOUTH AFRICAN MORTGAGE SECURITIES No. 4 (PTY) LTD (REG: 92/04365/07)**, Plaintiff, and **ROBERT WILLIAM KNAAP**, Defendant

Take notice that in pursuance of a Judgment obtained in the Court of the Magistrate of Goodwood and Warrant of Execution dated 19 September 1994 the immovable property as listed hereunder will be sold by public auction at 9 Syringa Crescent, Thornton on the **13th day of February 1996 at 11:00** and on the following conditions:

1. The property will be sold voetstoots to the highest bidder subject to the Magistrate's Courts Act, No. 32 of 1944, as amended and the Rules promulgated thereunder.

2. Twenty percent (20%) of the purchase price shall be payable on the date of sale, and the balance cash against transfer, for which a suitable bank or building society guarantee must be furnished on request.

3. The Purchaser shall be liable for all costs of registration for transfer and all arrear rates and taxes and all other costs.

4. Possession of the said property subject to any existing tenancy or lease shall be given on the date of the sale.

5. The conditions of sale lies for inspection at the office of the Messenger of Court.

Property: Erf 34, Thornton in the Municipality of Cape Town, Cape Division, in extent 625 square metres, held by Deed of Transfer no. T 33990/91, the property is bonded to South African Mortgage Securities No. 4 (Pty) Ltd under Mortgage Bond No. B 21275/1993.

For further details contact the Messenger of Court, Epping Avenue, Elsies River.

Dated at Cape Town on this the 12th day of December 1995.

M. S. Burger, for Erasmus-Havemann Inc., Attorneys for Plaintiff, "Heatherfield", 43 Kloof Nek Road, Tamboerskloof, Cape Town. (Ref: MSB/ys/S02797.)

Case No. 12562/94
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 **Yusuf Ganief**, 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 61 Devon Road, Lansdowne, at **2:00 pm** on Wednesday the **28th day of 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, Maynard House, Maynard Road, Wynberg.

Erf 102956, Cape Town at Lansdowne, in the Municipality of Cape Town, Division Cape, in extent 644 square metres and situated at 61 Deven Road, Lansdowne.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 197 square metre main dwelling consisting of an entrance hall, lounge, diningroom, kitchen, 3 bedrooms, bathroom with shower, water closet and a 38 square metre outbuilding consisting of a garage, servants quarters, water closet with shower and a laundry.

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 16 January 1996.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/S1906/4728.)

Case No. 11053/95
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED**, Plaintiff, and **CRAIG GLASSER**, 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 Flat No. 24, The Balmoral, Beach Road, Muizenberg at **11:00 am** on Wednesday the **21st day of 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, 129/131 St. George's Street, Simon's Town.

a. Section No. 24 as shown and more fully described on Sectional Plan No. SS176/85 in the scheme known as Balmoral in respect of the land and building or buildings situated at Muizenberg, in the Municipality of Cape Town, of which section the floor area, according to the said sectional plan, is 42 (forty two) square metres in extent; and

b. an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan and situated at Flat No. 24, The Balmoral, Beach Road, Muizenberg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: a 42 square metre apartment consisting of a kitchen, 1 bedroom, bathroom with water closet and a parking bay.

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 16 January 1996.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W. D. Inglis/cs/R217/5314.)

Case No. 3716/93
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED**, Plaintiff, and **RODNEY STEPHEN NICOLAS**,
First Defendant, **ISABEL NICOLAS**, 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 32 Cardington Close, Santana, Eerste River, at **11:00** on Thursday, the **14th day of March 1996** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 29 Northumberland Avenue, Bellville:

Erf 5748, Eerste River, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 299 square metres, and situated at 32 Cardington Close, Santana, Eerste River.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 43 square metre main dwelling consisting of a lounge, kitchen, 2 bedrooms and a bathroom with water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 16 January 1996.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W D Inglis/cs/S1143/3158.)

Case No. 16224/93
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED**, Plaintiff, and **BERNARD FRANKLIN LAWRENCE**, First Defendant, **SANDRA MARLENE LAWRENCE**, 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 45 River Crescent, Forest Park, Eerste River, at **10:15** on Thursday the **14th day of March 1996** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 29 Northumberland Avenue, Bellville:

Erf 2215, Eerste River, in the Local Area of Melton Rose, Division Stellenbosch, in extent 249 square metres and situated at 45 River Crescent, Forest Park, Eerste River.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 61 square metre main dwelling consisting of a lounge, dining room, kitchen, 3 bedrooms, and a bathroom with water closet.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 16 January 1996.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, 17 Marconi Road, Montague Gardens. [Tel. (021) 52-5138.] (Ref. W D Inglis/cs/S1552/4017.)

Case No. 14586/94

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

In the matter between **NEVSIDE COURT BODY CORPORATE**, Plaintiff, and **L VAN SOLMS MARAIS**, Defendant

In pursuance of a judgment in the Magistrate's Court dated 22 February 1995, the following will be sold in execution at **11:00** on the Monday the **4th of March 1996** at the Flat 1, Nevside Court, Spencer Street, Goodwood:

Section No. 1 as shown and more fully described on Sectional Plan No. SS 17/93 in the scheme known as Nevside in respect of the land and building or buildings situated at Goodwood, in the area of the transitional metropolitan substructure of Goodwood, of which section the floor area, according to the said section plan is thirty-three (33) square metres in extent. Held by Deed of Transfer ST2155/1993.

An exclusive use area described as Parking P9 measuring eighteen (18) square metres being as such part of the common property, comprising the land and building known as Nevside in respect of land and building or buildings situated at Goodwood, in the Area of the Transitional Metropolitan Substructure of Goodwood, Western Cape Province, as shown and more fully described on Sectional Plan No. SS17/93 held under SK 6791/1993, known as Flat 1 and Parking Bay P9, Nevside Court, Spencer Street, Goodwood.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrate's Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Ground floor flat, brick walls, kitchen, 1 bedroom, 1 bathroom and parking bay.

3. Payment:

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Sheriff of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

3.3 interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of 15,5% interest per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditors claim at the applicable rate from date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Court or the auctioneer's office.

Dated at Cape Town this 8th day of January 1996.

G. P. Griffiths, for Arnot Griffiths Rabie & Steyn, Plaintiff's Attorneys, Bank Chambers, 144 Longmarket Street, Cape Town. (Ref. JP/dg/W21977.)

Case No. 24984/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **HAM'S COURT BODY CORPORATE**, Plaintiff, and **H JACK**, Defendant

In pursuance of a judgment in the Magistrate's Court dated 22 February 1995, the following will be sold in execution at **10:30** on the Tuesday, the **12th of March 1996** at No. 1, Ham's Court, Maitland:

Section No. 2 as shown and more fully described on Sectional Plan No. SS 263/90 in the scheme known as Ham's Court in respect of the land and building or buildings situated at Maitland, in the area of the transitional metropolitan substructure of Cape Town, of which section the floor area, according to the said section plan is eighty-one (81) square metres in extent.

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 title plan. Held by Deed of Transfer ST 11765/94.

An exclusive use area described as Garden Area No. G1 measuring forty-five (45) square metres being part of the common property, comprising the land and the scheme known as Ham's Court in respect of land and building or buildings situated at Maitland, in the Transitional Metropolitan Substructure of Cape Town and shown and more fully described on Sectional Plan No. SS 263/90.

Held under SK 3195/94.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrate's Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Ground floor sectional title flat, with exclusive use of garden and front balcony. Front door opens into lounge/living room. Two bedrooms, plain white bathroom, plain white kitchen.

3. Payment:

3.1 Ten per centum (10%) of the purchase price shall be paid in cash to or by means of a bank or building society guaranteed cheque to the Sheriff of the Court or the auctioneer may arrange;

3.2 the unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers;

3.3 interest shall be paid on—

3.3.1 the amount of Plaintiff's claim at the rate of 15,5% per annum for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditors claim at the applicable rate from date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above are to be secured by the purchaser by approved banker's or building society guarantee to be delivered within fourteen (14) days of the sale to the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Sheriff of the Court or the auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Court or the auctioneer's office.

Dated at Cape Town this 10th day of January 1996.

G. P. Griffiths, for Arnot Griffiths Rabie & Steyn, Plaintiff's Attorneys, Bank Chambers, 144 Longmarket Street, Cape Town. (Ref. JP/dg/W30766.)

Case No. 200/90

SUPREME COURT OF SOUTH AFRICA
(Transkei Division)

In the matter between **TRANSKEI DEVELOPMENT CORPORATION LTD**, Plaintiff, and **LUCY N. MNTONINTSHI**,
born Mbuyazwe, Defendant

The property known as:

Certain piece of land being Erf 2408, in Ezibeleni Township, Extension No. 2 situated in the Municipality of Ezibeleni and District of Lady Frere, measuring eight hundred and ninety-six (896) square metres.

Shall be sold to the highest bidder by the Deputy Sheriff of Ezibeleni on the **16th February 1996 at 10:00** before the Deputy Sheriff's Offices at Ezibeleni.

Special conditions of sale may be inspected at the office of the Deputy Sheriff, Ezibeleni.

Canca & Co., Plaintiff's Attorneys, 4 Imizi Court, 12 Craister Street, P.O. Box 802, Umtata.

Case No. 298/95

SUPREME COURT OF SOUTH AFRICA
(Transkei Division)

In the matter between **TRANSKEI DEVELOPMENT CORPORATION LIMITED**, Execution Creditor, and
NKULULEKO TRADING COMPANY (PTY) LIMITED, Execution Debtor

The property known as:

Certain piece of land being Site No. 1801 Zone 1, situated in the Township of Ezibeleni, District of Cacadu, measuring three thousand eight hundred and fifteen (3 815) square metres, held in terms of Deed of Grant No. 410/1982 registered on the 18th October, 1982.

Shall be sold to the highest bidder by the Deputy Sheriff on Friday, **1st March 1996 at 11:00**, in front of the aforesaid hotel premises.

The special conditions of sale may be inspected at the offices of the Deputy Sheriff, Queenstown.

Dated at Umtata on this 16th day of January 1996.

Z. M. Nhlagulela & Associates, Sixth Floor, Development House, York Road, Umtata. (ZMN/ns/T.94.)

Case No. 597/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Transkei Division)

In the matter between **TRANSKEI DEVELOPMENT CORPORATION LIMITED**, Plaintiff, and
MZUVUKILE BENJAMIN MFAZWE, First Defendant, **NOTHEMBE STELLA MFAZWE**, Second Defendant

In pursuance of a judgment in the Supreme Court of South Africa and warrant of execution dated the 31st July 1995 the properties listed hereunder will be sold in execution on the **22nd March 1996 at 11:00**:

Certain pieces of abolished quitrent land being:

1. Erf No. 13, Cala situated in the Municipality of Cala, District of Xalanga, measuring 3,5778 hectares, and
2. Erf No. 14, Cala situated in the Municipality of Cala, District of Xalanga, measuring 3,0392 hectares, and
3. Erf No. 15, Cala situated in the Municipality of Cala, District of Xalanga, measuring 3,1247 hectares held under Mortgage Bond No. B167/1991.

Conditions of the sale may be inspected at the offices of the Deputy Sheriff.

Dated at Umtata this 11th day of January 1996.

Z. M. Nhlangulela & Associates, Plaintiff's Attorneys, Sixth Floor, Development House, York Road, Umtata.

Case No. 1733/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Transkei Division)

In the matter between **TRANSKEI DEVELOPMENT CORPORATION LIMITED**, Plaintiff, and
OPEN VULISIZWE MSHUMPELA, Defendant

In pursuance of a judgment in the Supreme Court of South Africa and warrant of execution dated the 17th November 1995 the property listed hereunder will be sold in execution on the **16th day of February 1996 at 11:00** to the highest bidder in front of the Deputy Sheriff's offices:

Certain piece of land being Erf 4477, in Umtata Township Extension No. 14 situated in the Municipality and District of Umtata, measuring six hundred and forty-two (642) square metres, conditions of the sale may be inspected at the offices of the Deputy Sheriff.

Dated at Umtata this 17th day of January 1996.

Z. M. Nhlangulela & Associates, Plaintiff's Attorneys, Sixth Floor, Development House, York Road, Umtata.

NATAL

Case No. 1771/95

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 **MARY BOWLER**, 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 9th February, 1996**:

Description: Sub 8 of Consolidated Lot 101, Amanzimtoti, situated in the Borough of Amanzimtoti and in the Amanzimtoti Regional Water Services Area, Administrative District of Natal, measuring one thousand three hundred and thirty-five (1 335) square metres, held under Deed of transfer No. T 5829/1981.

Physical address: 63 Adams Road, Amanzimtoti, 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 kitchen, 3 bedrooms, 1 bathroom/toilet and 1 toilet/shower.

The outbuildings comprise 2 garages, 1 servant's room and 1 toilet.

There is also a vinyl swimming pool.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's Attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 15th day of December, 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.8313/mvr.)

Case No. 5896/95

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 **CLIVE DANIEL CANDIDO**,
First Defendant, and **DESRYALL CANDIDO**, 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 9th February, 1996**:

Description: Sub 219 (a subdivision of 9) of the Farm Mobeni No. 13538, situated in the City of Durban, Administrative District of Natal, in extent 1 212 square metres, held under Deed of Transfer No. T 6306/95.

Physical address: 34 Atherstone Place, Woodlands, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising 1 entrance hall, 1 lounge, 1 kitchen, 3 bedrooms, 1 bathroom, 1 toilet and 1 verandah.

The outbuildings comprise 2 garages, 1 servant's room, 1 toilet and 1 shower.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the Rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's Attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 15th day of December, 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.9054/mvr.)

Saak No. 1486/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **ABSA BANK BEPERK**, Eiser, en **ANDRE PIETER DE BRUYN**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Harrismith en 'n Lasbrief van Eksekusie gedateer 20 Desember 1995 sal die volgende eiendom geregtelik verkoop word op **23 Februarie 1996 om 10:00** voor die Landdroskantoor, Harrismith by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Erf 1747 (Uitbreiding 26), geleë in die dorp en distrik Harrismith, groot 1 192 (Eenduisend eenhonderd twee en negentig) Vierkante Meter, gehou kragtens Transportakte No. T4243/94.

Verbeterings (geen waarborg daaromtrent word gegee nie).

'n Woonhuis bestaande uit 'n sitkamer, eetkamer, woonkamer, studeerkamer, kombuis, drie slaapkamers, badkamer met toilet, badkamer met stort, aparte toilet. Daar is twee motorhuise en 'n buitetoilet.

Die verkoopsvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 16de dag van Januarie 1996.

J. A. Smith vir Eiser se prokureurs, Balden, Vogel & Vennote, Wardenstraat 49b, Posbus 22, Harrismith.

Case No. 6819/95

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 **LANGA HENRY MNTAMBO**, First Defendant, **SINDISIWE ABEGAIL MNTAMBO**, 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 9th February, 1996**:

Description: Lot 4267, Isipingo (Extension No. 36), situated in the Borough of Isipingo and in the Joint Services Board Area for Port Natal-Ebhodwe, Administrative District of Natal, in extent 475 (four hundred and seventy-five) square metres, held under Deed of Transfer No. T 25623/94.

Physical address: 56 Teal Place, Lotus Park, Isipingo, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising 1 lounge, 1 diningroom, 1 family room, 1 kitchen, 3 bedrooms, 1 bathroom and 1 toilet.

The outbuildings comprise 2 garages.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the Rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's Attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 15th day of December, 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.9340/mvr.)

Case No. 28252/95

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

In the matter between **NBS BANK LIMITED**, Plaintiff, and **DHEWLALL SHEWDIN MANNA**, Defendant, and
SURSATHIE SHEWDIN MANNA, Defendant

In pursuance of a Judgment in the above action the property listed hereunder will be sold in Execution on Friday the **16th day of February 1996 at 10:00 a.m.** in front of the Magistrate's Court, Moss Street, Verulam.

Description: Sub 519, Caneside, situated in the City of Durban, Administrative District of Natal, Province of Kwa Zulu/Natal, in extent 290 square metres.

Postal address: 22 Vaneside Crescent, Caneside, Phoenix.

Improvements: Block under asbestos semi-detached dwelling consisting of: 2 bedrooms, lounge, kitchen, toilet & bathroom together water & electricity.

Vacant possession is not guaranteed.

Nothing in respect of the sale notice is guaranteed.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at 2 Mountview Shopping Centre, Cnr. Inanda & Jacaranda Road, Verulam.

A substantial Bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 5th day of February 1996.

Mulla and Mulla, Plaintiff's Attorneys, 2nd Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. No. 307-7377.)

Case No. 283/1993

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

In the matter between **KWAZULU FINANCE AND INVESTMENT CORPORATION LTD**, Execution Creditor, and
PITOLI JOHANNES BHENGU, Execution Debtor

Pursuant to a warrant of execution dated the 10th May 1993 and re-issued on the 2nd December 1994 the following property will be sold in execution by the Sheriff of the Court, Estcourt, Natal at **10am on Tuesday, the 13th day of February, 1996**, in front of the Magistrate's Court, Estcourt.

Execution Debtor's right, title and interest in a certain piece of land at Emoyeni, in the District of Okhahlamba, in extent 2 000 square metres, held under permission to occupy with Reference No. 9/5/3/2/13/107, from which premises the debtor conducts the business of a tea room under the name and style of Ntokozweni Tea Room.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Courts Act (Act 32 of 1944), as amended, and the Rules made thereunder.

2. The purchaser shall pay the full purchase price immediately after the sale in cash or by a bank guaranteed cheque.

3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

Dated: 19th December 1995.

Lombard - Badenhorst Inc., Attorneys for Execution Creditor, P.O. Box 18, 81 Harding Street, Estcourt. [Tel. No. (0363) 2-3133.]

Case No. 6544/95

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
PATRICK NHLANHLA MTHEMBU, 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 9th February 1996:**

Description: Lot 384 (Extension No. 6), situated in the Borough of Queensburgh and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 979 (nine hundred and seventy-nine) Square Metres, held under Deed of Transfer No. T 5175/93.

Physical address: 12 Dulwich Crescent, Queensburgh (Ext. 6), Natal.

Zoning: Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising 1 lounge, 1 kitchen, 3 bedrooms and 1 bathroom/toilet.

The outbuildings comprise 1 garage, 1 servant's room, 1 toilet and 1 shower.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the Rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's Attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, No. 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 11th day of December 1995.

Goodrickes, Plaintiff's Attorney, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.9303/mvr.)

Case No. 5336/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA BANK LIMITED No. 86/04794/06**, Plaintiff, and **MR RUDOLF ALAN MEHL**, 1st Defendant, and **MISS ALICE MAUD KOTZE**, 2nd Defendant

In execution of a Judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division on the 20 October 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Durban Central in front of the Supreme Court-House, Masonic Grove, Durban at **10:00 on Friday, the 9th 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 21 Stafmayer House, Beach Grove, Durban, namely:

(a) Section No. 5 as shown and more fully described on Sectional Plan No. SS 378/1984, in the scheme known as Bayhead Court in respect of the land and building or buildings situated at City of Durban, of which section the floor area, according to the said sectional plan, is 88 (Eighty-Eight) 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;

which property is physically situated at 5 Bayhead Court, 26 Bottomley Road, Umbilo, Durban, 4001, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer No. ST11057/92.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of sectional title unit consisting of lounge/diningroom, kitchen, 2 bedrooms, enclosed porch, bathroom, toilet, lock up garage.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per centum) per annum calculated monthly in advance and compounded from the 1st July 1995 to the 31st July 1995 and at the rate of 18,25% (eighteen comma two five) per centum per annum 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 4 January 1996.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. (Docex 71.) [Telephone: (031) 304-7614/5.] (Ref: CMK/A0034/252/Mrs Chetty.)

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

In the matter between **FIRST NATIONAL BANK OF S A LIMITED**, Plaintiff, and **ROY LESLIE TALBOT N.O.**, Defendant

Pursuant to a Judgment of the Magistrates Court for the district of Pietermaritzburg and Writ of Execution dated 20 October 1995 the following fixed property will be sold on **Friday, 9th February 1996 at 11:00** in front of the Magistrate's Court, 20 Riverview Road, Sunwich Port, Port Shepstone, to the highest bidder, viz:

Property: Lot 220, Southport, situated in the Bendigo Town Board Area, and in the Southern Natal Joint Services Board Area, Administrative district of Natal, in extent 1 314 (One thousand three hundred and fourteen) square metres." held by Roy Leslie Talbot N.O. In his capacity as sole Trustee of the Penelope Talbot Trust No. 171/1992, under Deed of Transfer No. T1491/92 and situated at 6 Chestnut Avenue, Bendigo.

Description: Residence of plastered brick and paint, under asbestos roof comprising lounge, 3 bedrooms, 2 bathrooms, kitchen, single garage, detached servant's quarters, and security gates.

The aforesaid information in respect of the property is guaranteed.

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

Auctioneer's charges: Payable on the day of sale to be calculated as follows: 5% (five 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).

Conditions of sale: The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 20 Riverview Road, Sunwich Port, Port Shepstone, or at the offices of Plaintiff's Attorneys, Browne Brodie and Fourie, 211 Berg Street, Pietermaritzburg, 3201.

Browne Brodie and Fourie, Plaintiff's Attorneys, 211 Berg Street, Pietermaritzburg, 3201. (Ref: CM/F018/105col/sn.)

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. **ALLIED BANK**, Plaintiff, and **ABRAHAM JOSEPH RICHARDS**, 1st Defendant, and **CECILIA BERNADETTE RICHARDS**, 2nd Defendant

In pursuance of a Judgment granted on the 10th November, 1995, in the Court of the Magistrate, Durban and under a Writ of Execution issued thereafter, the Immovable property listed hereunder shall be sold in execution to the highest bidder on the **15th February, 1996 at 2:00 p.m.** in front of the Magistrate's Court-House, Somtsue Road, Durban:

Description: A unit consisting of:

(a) Section No. 47 as shown and more fully described in Sectional Plan No. SS588/1994, in the scheme known as Highgate Park, in respect of the land and building or buildings, situated in the city of Durban, Administrative District of Natal, Province of Kwazulu-Natal, of which section the floor area according to the Sectional Plan is 54 (fifty-four) square metres in extent, and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan.

Held under Deed of Transfer No. ST 4927/1995.

Street address: Flat No. 53, Highgate Park, George Codnor Crescent, Bellair.

Improvements: Brick under tile semi-detached simplex comprising of 2 bedrooms, kitchen, lounge, bathroom, basin & toilet (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

Town Planning Zoning: Special Residential.

Special Privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrate's 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 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, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

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

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (A0038/383/JR/cc.)

Case No. 9756/93

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **THOS. BARLOW & SONS (NATAL) LTD**, Plaintiff, and **BYRNE HAROLD GALTREY**, Defendant

In the execution of a judgment granted on 15 February 1994 in the Supreme Court of South Africa, Durban and Coast Local Division in the abovementioned suit, the following property will be sold by the Deputy Sheriff of the Supreme Court, District of Pinetown on **16 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 Deputy Sheriff prior to the sale and which conditions may be inspected at the office of the Deputy Sheriff at No. 2, Samkit Centre, 62 Caversham Road, Pinetown:

Subdivision 3 of Consolidated Lot 36, Winston Park, situated in the Gillitts Town Board area and in the Port Natal—Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one comma five nine nought three (1,5903) hectares.

Street address: 23 Reservoir Road (signposted as 36 Reservoir Road), Winston Park, Gillitts, Natal.

Improvements: Without constituting a warranty of any nature the property has been improved by the erection thereon of the following:

Dwelling: Brick under tile dwelling, four bedrooms, main en suite and family bathroom, lounge, diningroom, kitchen, pantry, laundry, double garage, double servants quarters, workshop, two storerooms plus swimming pool.

Terms: Ten per cent of the purchase price, in cash, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorneys and to be furnished to the Deputy Sheriff within fourteen (14) days after the date of sale.

Dated at Durban this 5th day of January 1996.

Cox Yeats, Plaintiff's Attorneys, 12th Floor, Victoria Maine, 71 Victoria Embankment, Durban. (Ref. Mr A. I. Hay/jw)

Case No. 23687/94

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

In the matter between **JULINA COURT BODY CORPORATE**, Plaintiff, and **M P MLOTSHWA**, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated the 20th October 1994 the following immovable property will be sold in execution on **Friday, the 2nd day of February 1996 at 11:00** at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, KwaZulu/Natal, to the highest bidder:

Section No. 7 as shown and more fully described on Sectional Plan No. SS 40/1977 in the scheme known as Julina Court, in respect of the building or buildings situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, of which the floor area according to the said sectional plan is 72 (seventy-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 and by virtue of Deed of Transfer No. ST1675/1994.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 449 Bulwer Street, Pietermaritzburg, KwaZulu/Natal, and the property consists of land improved by 1 x bedroom, 1 x kitchen, 1 x bathroom with toilet, diningroom/entrance hall, lounge, and an enclosed balcony.

Material conditions of sale:

The purchaser shall pay 10% (ten percentum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, KwaZulu/Natal, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, KwaZulu/Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

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

Lynn & Berrangé Attorneys, Suite No. 1, Protea House, 187 Berg Street, Pietermaritzburg. (Ref. AKW/LJ/44-301.)

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA BANK LIMITED** No. 86/04794/06, Plaintiff, and **MR CHUNDER DUTT KUNJBEHARI**, Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division on the 28 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 Durban South on the steps of the Supreme Court, Durban, on **Friday, the 9th February 1996 at 10:00** on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his Office at 101 Lejaton, 40 St Georges Street, Durban, namely:

Subdivision 3 of Lot 562, Isipingo, situated in the Borough of Isipingo and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 2 227 (two thousand two hundred and twenty-seven) square metres, which property is physically situated at 28 Rana Road, Isipingo, 4110, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer No. T 4519/80.

Improvements: Without constituting a warranty of any nature, the property is vacant land.

Zoning: The property is zoned for light industry purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 17,25% (seventeen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 20 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/A0034/98/Mrs Chetty.)

Case No. 2441/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **KEITH FLEMING (PTY) LIMITED**, Execution Creditor, and **D. E. CLASSEN**, Execution Debtor

In pursuance of a Judgment in the Court of the Magistrate at Port Shepstone and the Warrant of Execution issued pursuant thereto on 6 March 1995, the immovable property described as:

Lot 14, Oribi Flats No. 13027, situated in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 275,1385 hectares, will be sold in execution on **Friday, 23 February 1996 at 11:00** on the Courthouse steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Messrs Barry, Botha & Breytenbach Inc., the Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of the sale are as follows:

(a) (i) The purchase price shall be paid as to 10% (ten per centum) of the outstanding amount due to the Plaintiff at the time of the sale into the trust account of Plaintiff's Conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the Purchaser's benefit.

(ii) The Sheriff shall, if requested by the Plaintiff at any time prior to or after the commencement of the bidding, require any bidder other than the Plaintiff to deposit with him in cash or by way of a Bank guaranteed cheque an amount equal to 10% (ten per centum) of the amount owing to the Plaintiff before accepting any bid or further bid from such bidder.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's Conveyancers. This guarantee shall be delivered to the Plaintiff's Conveyancers within 14 days of the date of sale.

(c) The Purchaser shall pay to the Local Authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The Purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000,00 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000,00 and a minimum commission of R200,00.

(e) The property shall be sold subject to any valid existing tenancy (if any).

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold "voetstoots".

(g) The risk in and to the property shall pass to the Purchaser on the date of sale.

The property is improved by dwelling under concrete blocks and asbestos roof, consisting of 3 bedrooms, bathroom, lounge, diningroom, kitchen, rondavel and small outbuilding under concrete blocks and asbestos roof and a dam.

Dated at Port Shepstone on this the 9 day of January 1996.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. PJF/JA/K95 09/D006/016.)

Case No. 9799/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED**, Plaintiff, and **PENDE REUBEN DLAMINI**, First Defendant, **LYNETH DLAMINI**, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa, Durban and Coast Local Division, in the abovementioned suit, a sale will be held by the Sheriff, Umlazi, at the Main South Entrance to the Umlazi Magistrate's Court, Umlazi (near the National Flag Post), on **Friday the 9th February 1996 at 12:00** of the undermentioned properties to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as Ownership Unit No. 735, Umlazi, Unit 8, situated in the Township of Umlazi, District of Umlazi, measuring three hundred and seventy-seven (377) square metres and held under Deed of Grant No. G 4618/265.

Street address: H735 Umlazi Township, Umlazi.

Improvements: A brick plastered dwelling house with asbestos roof comprising: two bedrooms, 1 bathroom, 1 kitchen, 1 dining-room/lounge. An informal outbuilding $\times$ 2 - fence.

Zoning: Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Umlazi at the old Magistrate's Court's Building, Room 101, Section V 1030, Umlazi (Tel. 906-1713 Mr Parker).

Dated at Durban this 10th day of January 1996.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

Case No. 2845/1995

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **JACOBUS ALWYN VAN DER MERWE LOUW**, Defendant

In execution of a judgement granted by the Supreme Court of South Africa (Natal Provincial Division) on Wednesday, 15th 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 Newcastle on the steps of the Magistrate's Court at Murchison Street, Newcastle, KwaZulu/Natal, on **Friday 9th February 1996 at 10:00**, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2nd Floor, Volkskas Building, Voortrekker Street, Newcastle, KwaZulu/Natal, namely:

Lot 4411, Newcastle (Extension No. 22), situated in the Borough of Newcastle, Administrative District of Natal, in extent one thousand one hundred and forty-one (1 141) square metres, which property is physically situated at 132 Impala Street, Newcastle, KwaZulu/Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer No. T22016/94.

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, kitchen, four bedrooms, bathroom, toilet and shower. There is an outbuilding consisting of a double garage, servant's quarters, toilet and carport.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

a) Ten per cent of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

c) The balance of the purchase price together with interest at the rate of 18,25 per cent per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 19th day of December 1995.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

IN DIE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED**, Plaintiff, and **JACOB NTO NZUZA**, Defendant

In pursuance of a judgment in the Court of the Magistrate Durban, and writ of execution dated the 26th October 1995, the immovable property listed hereunder will be sold in execution at **09:00 on the 19th February 1996** at the Front entrance of the Magistrates' Court, Moss Street, Verulam, to the highest bidder, subject however to the provisions of Section 66(2) of the Magistrate's Court Act in that the immovable property described hereunder is mortgaged to a preferent creditor being the First National Bank of Southern Africa Limited and the amount outstanding is the sum of R138 298,00 together with interest calculated thereon at the rate of 17,25% per annum from the 1st April 1995 to the 4th July 1995 and at the rate of 18,25% per annum capitalised monthly from 5th July 1995 to date of sale.

Description: A certain piece of land being, sub 297 of Lot 431, Zeekoe Valleï, situated in the city of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 736 (seven hundred and thirty-six) square metres, the immovable property is situated at No. 6 Escolar Place, Newdawn Park, 4635.

Zoning: Special/residential.

Improvements: A single storey brick under tile dwelling comprising of 1 kitchen, 1 lounge, 1 dining room, 3 bedrooms, 1 carport, 1 bathroom and 1 wcs, burglar guards and metal fencing with gates. Municipal electricity, water supply and sanitation: Local Authority.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the Rules made thereunder and of the Title Deed insofar as same may be applicable.

2. The Purchaser shall pay a deposit of ten per centum (10%) of the purchase price in cash, immediately on the property being knocked down to the Purchaser; the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's Attorneys and furnished to the Sheriff of the Court within fourteen (14) days after the date of sale.

3. The Purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the Purchaser.

4. The Purchaser to pay all costs of transfer, transfer duties, arrear rates, current rates and costs of cancellation of any Bond.

5. The Sheriff of the court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out the boundaries, pegs or beacons.

6. The sale of the immovable property is subject to the provisions of Section 66(2) of the Magistrates' Courts Act in that the property is mortgaged to a preferent creditor being the First National Bank of Southern Africa Limited and the amount outstanding is the sum of R138 298,00 together with interest thereon at 17,25% per annum from the 1st April 1995 to the 4th July 1995 and at the rate of 18,25% per annum capitalised monthly from 5th July 1995 to date of sale.

The full Conditions of Sale may be inspected at the Office of the Sheriff of the Magistrate's Court Inanda, District Two. (Ref. RRS/ASJR.)

Dated at Westville this 19th day of January 1996.

Anton Puzey, Attorney, Execution Creditor's Attorney, 14 Constance Cawston Road, Westville, 3630. (Ref. 01F001005/AHP/hp.)

Case No. 1331/95

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

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **THABANIE MACHEAUSUENS MNGADI** in his capacity as the Executor of the Estate Late **SIBUSISO CONEM MNGADI**, Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 19th October 1995 and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court for the District of Pietermaritzburg, on the **9th February 1996 at 09:00**, at the Sheriff's Offices, No. 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Ownership Unit No. Site No. 141 (Imbali II) in the Township of Edendale, District of Pietermaritzburg, in extent (260) two hundred and sixty square metres, represented and described on General Plan No. 70/80, held by the Mortgagor under Deed of Grant No. 8641/88.

The property is situated at Site 141, Imbali II, Edendale, Pietermaritzburg, KwaZulu/Natal and is improved by a dwelling house constructed of brick under tile roof consisting of a lounge, 5 bedrooms, bathroom, kitchen, pantry, carport and servant's toilet.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% of the purchase price in cash on the day of sale.
2. The balance of the purchase price plus interest thereon at the rate of 18,00% per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's Conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, No. 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg.

Dated at Pietermaritzburg this 8 day of January 1996.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G42.)

Case No. 6763/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **SHAIK HOUSEN SAIB**, First Defendant, **MOMIN BEE SAIB**, Second Defendant

In pursuance of a Judgment granted on the 15 September 1995 in the Court of the Magistrate, Inanda, and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on **16 February 1996 at 10:00** at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

Description: A certain piece of land being Lot 647, Rydalvale, situated in the City of Durban, Administrative District of Natal, in extent 210 square metres.

Postal address: 265 Longbury Drive, Phoenix, Durban, Natal.

Improvements: 1 Semi detached double storey, block under asbestos roof dwelling. Downstairs: 1 lounge/diningroom; 1 kitchen. Upstairs: 3 bedrooms; 1 bathroom; 1 toilet. Water and Lights facilities.

Town planning zoning: Special residential: Minimum plot size 180 square metres.

Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the 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, 2 Mountview Shopping Centre, cnr Inanda and Jacaranda Road, Verulam, and at the offices of David Gardyne & Partners, 8th Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 3rd day of January, 1996.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D. Gardyne/VL/GAL2372.)

Case No. 10256/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS BANK LIMITED** (Reg. No. 87/01384/06), Judgment Creditor, and **GAVIN WAYNE AUSTIN**, First Judgment Debtor, and **JACQUELINE ANN AUSTIN**, Second Judgment Debtor

In pursuance of a judgment granted on 21 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 **19 February 1996 at 09:00** at the front entrance of the Magistrate's Court, Moss Street, Verulam to the highest bidder:

Description: Sub 14 of Lot 98 Glen Anil situated in the Development Area of Glen Anil, Administrative District of Natal, Province of KwaZulu-Natal, in extent 929 (nine hundred and twenty nine) square metres.

Postal address: 7 Redwood Crescent, Glen Anil, 4051.

Improvements: Brick under tile dwelling, lounge, dining room, bar area (all tiled), 3 bedrooms (carpeted, bic), main bedroom (carpeted, bic en suite), kitchen (tiled, bic), maid's room, patio, braai area, swimming pool, garage, precast wall around house, gate.

Held by the Defendants in their name under Deed of Transfer No. T17049/94.

Nothing above is guaranteed. Vacant possession is not guaranteed.

Terms: The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The Purchaser shall pay a deposit of 10% of the purchase price in cash immediately on the property being knocked down to the Purchaser and the balance against transfer to be secured by a bank or building society guaranteed to be approved by the Execution Creditor's Attorneys and to be furnished to the Sheriff of the Magistrate's Court or the Auctioneer within 14 days after the sale.

2. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, for Verulam. Interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Umhlanga Rocks this 5th day of January 1996.

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. 46901/95

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

In the matter between **T C H O'FLAHERTY**, Plaintiff, and **C C K D FORESTRY INVESTMENTS (PROPRIETARY) LIMITED**, Defendant

In pursuance of a judgment granted on 23 August 1995 in the Magistrate's Court of Durban and under a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on **Monday, 19 February 1996 at 10:15 a.m.** at 12 Campbell Road, Howick:

Description of Property: The Farm Maritz Daal No. 16126, situate in the Administrative District of Natal, in extent 194,6216 (One Hundred and Ninety Four Comma Six Two One Six) Hectares.

Improvements: 2 Buildings comprising 4 family units and outbuildings, constructed of wattle, daub, tin and thatch.

Nothing in the above is guaranteed.

The Purchaser shall be required to pay ten per cent (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 office of the Sheriff, Magistrate's Court, Howick, at 12 Campbell Road, Howick.

Dated at Durban on this 10 day of January 1996.

J. H. Nicolson, Stiller & Geshen, Plaintiff's Attorneys, 11th Floor, Fedlife House, 320 Smith Street, Durban. [Tel. (031) 304-9751.] (Ref. Mr G. C. Weston/cc/W2410.)

Case No. 8544/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **NBS BANK LIMITED** (Reg. No. 87/01384/06), Execution Creditor, and **MOHANLALL AMICHAND**, First Execution Debtor, **KAVITHA AMICHAND**, Second Execution Debtor

In pursuance of a judgment granted on 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 **19 February 1996 at 09:00 a.m.** at the front entrance of the Magistrate's Court, Moss Street, Verulam to the highest bidder:

Description: Lot 8931 Verulam (Extension No. 60) situate in the Borough of Verulam and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 720 (seven hundred and twenty) square metres.

Postal address: 24 Hibiscus Road, Valdin Heights, Verulam, 4310.

Improvements: Brick under tile dwelling with 2 bedrooms (carpeted), 1 kitchen, 1 lounge (carpeted), 1 toilet, 1 bathroom, yard fenced (wire mesh), held by the Defendant in his name under Deed of Transfer No. T13556/1992.

Nothing above is guaranteed.

Vacant possession is not guaranteed.

Terms: The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The Purchaser shall pay a deposit of 10% of the purchase price in cash immediately on the property being knocked down to the Purchaser and the balance against transfer to be secured by a bank or building society guaranteed to be approved by the Execution Creditor's Attorneys and to be furnished to the Sheriff of the Magistrate's Court or the Auctioneer within 14 days after the sale.

2. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, for Verulam. Interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Umhlanga Rocks this 5th day of January 1996.

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. 9219/92

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

KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED, Execution Creditor, and
VIRGINIA DUMAZILE NDAWONDE, Execution Debtor

In pursuance of a Judgment in the Court of the Magistrate at Pietermaritzburg dated 21 May 1992 the following immovable property will be sold in execution on the **16th February 1996 at 11:00 a.m.** at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit No. 908 Unit S in the Township of Edendale, District of Pietermaritzburg, in extent four hundred and thirty-two (432) square metres, represented and described on Deed of Grant No. 12645; situate at 908 Unit S, Edendale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed:

Upon the property is a residential dwelling-house.

Material conditions of sale:

1. The purchaser shall pay the full purchase price in cash or by Bank guaranteed cheque immediately upon final acceptance of his bid by the Sheriff and before signing the Conditions of Sale.

2. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 10 day of January 1996.

Tatham Wilkes & Company, Execution Creditor's Attorneys, 4th Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case No. 12760/92

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

KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED, Execution Creditor, and
BUSISIWE DELLY MAHIZE, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 15 July 1992 the following immovable property will be sold in execution on the **16th February 1996 at 11:00** at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Ownership Unit No. 1600, Unit S, in the Township of Edendale, District of Pietermaritzburg, in extent nine hundred and fifty (950) square metres, represented and described on Deed of Grant No. 9154, situated at 1600 Unit S, Edendale, Pietermaritzburg.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a residential dwelling house.

Material conditions of sale:

1. The purchaser shall pay the full purchase price in cash or by bank guaranteed cheque immediately upon final acceptance of his bid by the Sheriff and before signing the conditions of sale.

2. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% of the amount owing to the Execution Creditor, before accepting any bid from such bidder.

3. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg this 16 day of January 1996.

Tatham Wilkes & Company, Execution Creditor's Attorneys, 4th Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case No. 1239/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMVOTI HELD AT GREYTOWN

Between **NBS BANK LIMITED**, Execution Creditor, and **JAILAL MAHARAJ**, Execution Debtor

In pursuance of a judgment granted on 26 April 1995 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, **9 February 1996 at 11:00**, in front of the Magistrate's Court, Greytown:

(a) *Deeds office description*: Subdivision 1 of Lot 189, situated in the Borough of Greytown, Administrative District of Umvoti, KwaZulu/Natal, in extent 2 204 square metres.

(b) *Street address*: Behind 180 York Street, fronting Cooper Street, Greytown (no street number available).

(c) *Improvements*: Vacant land.

(d) *Zoning*: General Residential.

NB 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 No. 32 of 1944, as amended) and the rules made thereunder.

Dated at Greytown, KwaZulu/Natal, on this 3rd day of January 1996.

Nel & Stevens, Attorneys for Execution Creditor, 117A Voortrekker Street, P.O. Box 60, Greytown, 3500. (Ref. ACR/el/10 L070 001.)

Case No. 12137/95

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

In the matter between **NEDCOR BANK LIMITED** (previously Nedperm Bank Ltd), Plaintiff, and **D. W. BUTHELEZI**, Defendant

In pursuance of judgment in the above action immovable property listed hereunder will be sold voetstoots in execution on the **16th day of February 1996**, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown, at **10:00**:

Description: Unit D211, in the Township of Kwadabeka, District of Kwadabeka, in extent of 290 square metres, represented and described on General Plan No. 328/1984, held by Deed of Grant G11193/89.

Physical address: Unit D211, Kwadabeka Township.

Improvements: Single storey, block dwelling under asbestos, 1 bedroom, partly fitted bathroom and toilet, kitchen/lounge combined.

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. 1143/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)In the matter between **MARK JOHN CARROLL N.O.**, Plaintiff, and **SOHANA INVESTMENTS CC**, First Defendant, and **DAN MOHANLAL**, 2nd 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, Durban South, on **16 February 1996 at 10:00**, on the steps of the Supreme Court, Masonic Grove, Durban, 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, 101 Lejaton, 40 St. George's Street, Durban:

Description: Sub 1 of Lot 967 Wentworth, situated in the City of Durban, Administrative District of Natal, in extent 1855 (one thousand eight hundred and fifty-five) square metres, situated at 82 Bluff Road, Bluff.

Improvements: Open yard. Single-storey steel portal frame shelter with IBR roof sheeting. Partly constructed brick work building consisting of storeroom and ablution with toilet and shower with IBR roof sheeting. Brickwork storeroom with IBR roof sheeting. Part plaster and paint and part bagged and painted brickwork building consisting of workshop, two large storerooms, two smaller storerooms and reception/office with corrugated asbestos roof sheeting.

Town Planning Zoning: Noxious Industrial.

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 17 day of January 1996.

Cox Yeats, Plaintiff's Attorney, 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. 54783/95

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

In the matter between **SAAMBOU BANK LIMITED (No. 87/05437/06)**, Plaintiff, and **S C C SHABANGU**, First Defendant, and **M T G SHABANGU**, Second Defendant

On **Tuesday, 13 February 1996 at 14:00** the undermentioned property will be sold in execution at the front entrance, Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Sub 21 of Lot 776 Duikerfontein, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu/Natal, in extent 1184 square meters.

Postal address: 32 Church Street, Redhill, Durban.

Town Planning Zoning: Residential.

Special Privileges: None.

Improvements: One brick under tile dwelling. One tiled kitchen. One lounge and dining room. Three bedrooms with Oregon pine floors. One tiled bathroom with wash basin and toilet, verandah. Lock up garage. Outside room with toilet (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots").

Nothing is guaranteed in the above respects:

1. The sale shall be subject to the sale and conditions of the Magistrates' Courts Act and Rules made thereunder.

2.1 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 against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Magistrate's Court, Durban-North of the Court within fourteen days after the sale to be approved by the Plaintiff's attorneys.

2.2 The Purchaser shall be liable for payment of interest at the rate as set from time to time by Saambou and prevailing from time to time from the date of sale to date of transfer together with interest to any other Bondholder/s at the rate prescribed in the Mortgage Bond/s on the respective amounts of the awards to the Execution Creditor and to the Bondholder/s in the Plan of Distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the Attorneys of the Plaintiff and the Purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said Attorneys.

The full conditions of the sale may be inspected at the offices of the Sheriff for the Magistrate's Court Durban-North, 15 Milne Street, Durban.

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

J. Krog, for Du Toit Havemann & Krog, Plaintiff's Attorney, Stafmayer House, Beach Grove, Durban. [Tel. (031) 301-2755.] (Ref. 07/S630/0505.)

Case No. 2506/95

**IN THE SUPREME COURT OF SOUTH AFRICA
(Natal Provincial Division)**

In the matter between **HENDRIK WILLEM PAPENFUS**, 1st Plaintiff, and **GERTRUIDA ELIZABETH JOHANNA PAPENFUS**, Second Plaintiff, and **CATHARINA WILHELMINA LABUSCHAGNE** Defendant

In pursuance of a judgment of the Supreme Court of South Africa, Natal Provincial Division, dated the 14th of September 1995 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on the **15th of February 1996** at the Magistrate's Court, Church Street, Vryheid, to the highest bidder. The conditions of sale will be read out by the Auctioneer at the time of the sale and same can be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Subdivision 17 (of 6) of the farm Vaalbank No. 224, situated in the District of Vryheid, Administrative District of Natal, area 20,5605 ha, situation $\pm$ 10km South of Vryheid near the Klipfontein Dam wall.

Improvements (not guaranteed): Spacious dwelling; Outbuildings; storage rooms; servant's quarters; vegetable tunnels; dams; grazing paddocks.

The full conditions of sale may be inspected at the Office of the Sheriff, Juris Forum Building, 153 Landdrost Street, Vryheid and at the offices of Brokensha Meyer and Partners, 6th Floor, Symons Centre, 341 Church Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg this 18th day of January 1996.

Brokensha, Meyer & Partners, Plaintiff's Attorneys, 6th Floor, Symons Centre, 341 Church Street, Pietermaritzburg, 3201; P.O. Box 51 Pietermaritzburg, 3200. [Tel. (0331) 45-3322.] (Ref. J. J. Olivier/rj/P.142.)

Case No. 381/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **UNITED BANK**, Execution Creditor, and **CHARMAINE PRETORIUS**, Execution Debtor

In pursuance of Judgment in this action the following immovable property shall be sold in execution on Friday, **16 February 1996 at 10 a.m.** in front of the Magistrate's Court, on the front steps, Port Shepstone, to the highest bidder:

Remainder of Lot 640, Glenmore, situated in the Munster Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 256 (one thousand two hundred and fifty-six) Square Metres.

Situate: Sir Harry Lauder Drive, (Remainder of Lot 640, Glenmore).

Improvements: Double storey house under brick & asbestos, consisting of: Upstairs: 2 Bedrooms; Bathroom; Balcony; Family Room. Downstairs: Garage; Open plan Lounge/Diningroom (storage space under stairs); Kitchen; Bedroom & Main en Suit; Bathroom; Servant outside toilet.

Town Planning: Zoning: Residential. Special Privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The purchaser shall pay a deposit of 10% of the purchase price in cash at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within 14 days after the date of sale.

2. The full conditions may be inspected at the offices of the Sheriff of the Court, Port Shepstone, or at our Offices.

Meumann & White, Execution Creditor's Attorney, 4th Floor, Founders House, 15 Parry Road, Durban. (Ref: Mr Berry/L. Theron/031526.)

Case No. 1572/94

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

In the matter between **THE BOROUGH OF ESTCOURT** (now Estcourt/Wembezi Transitional Council), Execution Creditor, and **ANIEL MATABADAL**, 1st Execution Debtor, and **PRANEETHA MATABADAL**, 2nd Execution Debtor

In pursuance of a Judgment granted in the above Honourable Court on the 7th day of November 1994 and a Warrant of Execution issued thereafter, the undermentioned property will be sold in execution to the highest bidder on Wednesday, the **21st day of February 1996 at 10:00** in front of the Magistrate's Court, Estcourt, on conditions which will be read out by the Sheriff before the sale and which conditions are in possession of the Sheriff and may be inspected at the Sheriff's office at 142 Connor Street, Estcourt, namely:

Lot 413 Estcourt (Extension 1), situate in the Estcourt/Wembezi Transitional Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 2 064 (two thousand and sixty-four) square metres and which property is held by the Execution Debtors under and by virtue of Deed of Transfer No. T 3081/1993. Situated at 40 Brewitt Road, Estcourt, KwaZulu/Natal.

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

Zoning: Residential.

Improvements (the accuracy hereof is not guaranteed): Single storey dwelling house, brick under corrugated iron, comprising of a lounge, dining room, kitchen, three bedrooms, bathroom and toilet and incomplete building alterations in progress.

Material conditions:

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Estcourt on the 21st day of February 1996 at 10:00 am in front of the Magistrate's Court, Estcourt.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100,00 in value above the preceding bid shall be accepted by the Sheriff.

3. The purchase price shall be paid subject to the conditions of sale as follows:

3. (a) 10% deposit of the Purchase price together with the Sheriff's commission, in cash, upon conclusion of the sale.

3. (b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 14 (fourteen) days of the date of sale together with costs of transfer and transfer duty.

3. (c) The balance of the purchase price together with interest at 16% per annum compounded monthly in advance on the amount referred to in the conditions of sale from the date of the sale to the date of transfer, both dates inclusive, to be secured within 14 (fourteen) days after the date of the sale, by acceptable guarantee.

4. The Plaintiff, the Defendants and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of Plaintiff's Attorneys, or the Sheriff, Estcourt.

Dated at Estcourt on 15 January 1996.

Carel vd Merwe & Partners, Attorney for Plaintiff, 111 Connor Street, Estcourt, 3310. (Ref. B335coll/IVR.)

Case No. 1486/94

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

In the matter between **INCLEDON ENGINEERING NATAL PTY LIMITED**, Plaintiff, and **THEO ROBERT VAN WIJK**, Defendant

In pursuance of a Judgment granted on the 23 day of March 1995 in the above Court, and a Warrant of Execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on the **20 February 1996 at 09:00** in front of the Magistrate's Court Building in Mtunzini:

1. (a) *Deeds office description*: Certain piece of land known as Lot 37, Gingindlovu, situated in the Gingindlovu Town Board Area Administrative District of Natal, Province of KwaZulu/Natal in extent 4 047 square metres by virtue of Deed of Transfer T 1094/1993 dated the 18th January 1993.

1. (b) *Street address*: 37 Market Lane, Gingindlovu.

1. (c) *Property description* (not warranted to be correct): Dwelling is plastered brick walls under asbestos roof, comprising of lounge, dining room, 2 bedrooms, 1 bathroom and kitchen. Property is fenced.

1. (d) *Zoning/Special privileges or exemptions*: No special privileges or exemptions. Zoned residential.

2. The Conditions of Sale may be inspected at the office of the Clerk of the Court, Magistrate's Court Eshowe and at the office of the Sheriff of the Magistrate's Court, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Eshowe this 20th day of December 1995.

W. E. White, Plaintiff's Attorneys, 12 Osborn Road, P.O. Box 131, Eshowe, 3815.

Case No. 3925/95

**IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)**

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **ZITHULELE REMIGIUS NGCOBO**, Defendant

In pursuance of a Judgment of the above Honourable Court dated 29 November 1995 a Sale in Execution will be held on Friday, **9 February 1996 at 12:00** at the South Gate next to the flagpoles at the Umlazi Magistrate's Court, Umlazi, when the following property will be sold by the Sheriff of the Supreme Court for Umlazi to the highest bidder.

Ownership Unit No. 1737 in the Township of Umlazi - U District of Umlazi in extent 480 square metres represented and described on General Plan No. PB 70/1986, with the postal and street address of Unit U1737, Umlazi.

Improvements: (The following information is furnished but nothing is guaranteed in this regard):

The property consists of a brick under tiled roof fenced dwelling comprising of 2 bedrooms, 1 diningroom, 1 kitchen, toilet and bathroom.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court and the rules made thereunder.

2. The Purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale.

3. The full Conditions of Sale may be inspected at the offices of the Sheriff of the Supreme Court for the Umlazi District, Room No. 4, Block C, V1030, Kwastambu, Umlazi and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved Purchaser.

Dated at Durban this 19th day of January 1995.

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N535.3845/95.)

Case No. 7005/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **THULANI OSBORNE NKOSINATHI NGCOBO**, Defendant

In pursuance of a Judgment of the above Honourable Court dated 28 November 1995 a Sale in Execution will be held on **Friday, 9 February 1996 at 12:00** at the South Gate next to the flagpoles at the Umlazi Magistrate's Court, Umlazi, when the following property will be sold by the Sheriff of the Supreme Court for Umlazi to the highest bidder:

Ownership Unit No. G670 in the Township of Umlazi District of Umlazi in extent 453,1 square metres represented and described on General Plan No. BA. 7/1967, with the postal and street address of Unit G670, Umlazi.

Improvements (The following information is furnished but nothing is guaranteed in this regard): The property consists of an asbestos roof dwelling with electricity comprising of 2 bedrooms, 1 diningroom, 1 kitchen and toilet and bathroom.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale.
3. The full Conditions of Sale may be inspected at the offices of the Sheriff of the Supreme Court for the Umlazi District, Room No. 4, Block C, V1030, Kwastambu, Umlazi and interested parties are asked to contact the execution Creditor who may be prepared to grant loan facilities to an approved Purchaser.

Dated at Durban this 19th day of January 1996.

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N535.3895/95.)

Case No. 7009/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between **NEDCOR BANK LIMITED**, Plaintiff, and **BOYSIE ALGIE KHUZWAYO**, Defendant

In pursuance of a Judgment of the above Honourable Court dated 5 December 1995 a Sale in Execution will be held on **Friday, 9 February 1996 at 12:00** at the South Gate next to the flagpoles at the Umlazi Magistrate's Court, Umlazi, when the following property will be sold by the Sheriff of the Supreme Court for Umlazi to the highest bidder:

Ownership Unit No. N426 in the Township of Umlazi - U District of Umlazi in extent 4 125 square metres represented and described on General Plan No. BA 30/1968, with the postal and street address of Unit N426, Umlazi.

Improvements (The following information is furnished but nothing is guaranteed in this regard): The property consists of an asbestos roof dwelling with electricity comprising of 2 bedrooms, 1 diningroom, 1 kitchen, toilet and bathroom.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court and the rules made thereunder.
2. The Purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale.
3. The full Conditions of Sale may be inspected at the offices of the Sheriff of the Supreme Court for the Umlazi District, Room No. 4, Block C, V1030, Kwastambu, Umlazi and interested parties are asked to contact the execution Creditor who may be prepared to grant loan facilities to an approved Purchaser.

Dated at Durban this 19th day of January 1996.

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N535.3894/95.)

ORANGE FREE STATE
ORANJE-VRYSTAAT

Case No. 11275/95

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

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **WILLEM HENDRIK ACKERMANN**, First Defendant,
MAGDA ACKERMANN, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 25 August 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 7526, situated in the City of Welkom, District of Welkom, measuring 833 (eight hundred and thirty-three) square metres, held by the Defendants by virtue of Deed of Transfer No. T6379/1989, known as 23 Hammond Street, Reitz Park, 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 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 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/UN257.)

Saak 278/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **ABSA BANK BEPERK**, Eiser, en **ARIE GERHARDUS BARNARD**, Verweerder

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind voor die Landdroskantoor, Kuhnstraat, Vrede, op **Vrydag, 16 Februarie 1996 om 10:00**, naamlik:

Erf 1033, geleë in die dorp en distrik Vrede, groot 2 230 m², gehou kragtens Transportakte T13937/1980.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie.

Verbeterings bestaan uit: 'n Woonhuis met buitegeboue.

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

Voorwaardes: Die verkoopvoorwaardes is ter insae in my kantoor te Kerkstraat 56 (A), Vrede gedurende kantoorure.

Balju vir die distrik Vrede. Adres: Kerkstraat 56 (A), Vrede.

D. J. Nortier, vir Naudes, Prokureur vir Eiser, Trustfonteingebo, St Andrewstraat 151, Bloemfontein.

Saak No. 626/1995

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **STANDARD BANK VAN S A BEPERK**, Eiser, en **MNR. TERTIUS RABIE**, handeldrywende as **WESSELSBRON TOYOTA**, Verweerder

Geliewe kennis te neem dat ter uitvoering van 'n vonnis gegee deur die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling), gedateer die 28ste dag van April 1995, en 'n lasbrief vir eksekusie teen onroerende eiendom gedateer die 18de dag van Augustus 1995, sal die ondervermelde eiendom op **Vrydag, die 9de dag van Februarie 1996, om 10:00** te die Landdroskantore, Wesselsbron, aan die hoogste bieder per openbare veiling verkoop word, naamlik:

1. Sekere Erf No. 468, geleë in die dorp en distrik Wesselsbron, groot 743 vierkante meter, beter bekend as Grossmanstraat 47, Wesselsbron.

2. Sekere Erf No. 470 geleë in die dorp en distrik Wesselsbron, groot 743 vierkante meter, beter bekend as Grossmanstraat 49, Wesselsbron, albei gehou kragtens Transportakte No. T4016/1976, bestaande uit aparte woonhuise en buitegeboue.

3. Sekere onbeboude Erf No. 117, geleë in die dorp en distrik Wesselsbron, groot 3 643 vierkante meter, gehou kragtens Transportakte No. T6144/1976.

Die verkoopvoorwaardes lê ter insae in my kantoor en alle verdere besonderhede kan by my verkry word.

Geteken te Bloemfontein hierdie 30ste dag van November 1995.

Balju—Hooggeregshof, Wesselsbron.

P. D. Yazbek, vir Lovius—Block, Prokureur vir Eiser, Grondvloer, Standard Bank Huis, Wes-Burgerstraat 15 (a) (St Andrewstraat Ingang), Posbus 819, Bloemfontein, 9300. [Tel. (051) 430-3874/5/6/7/8.] [Faks. (051) 447-6441.]

Saak No. 19303/1995

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NEDCOR BANK BEPERK**, Eiser, en **FRANS JOHANNES VAN AARDT N.O.**, Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein en lasbrief tot geregtelike verkoping gedateer 10 November 1995 sal die ondervermelde eiendom op die **16de dag van Februarie 1996 om 10:00** te Peetlaan ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelike verkoop word naamlik:

Sekere Eenheid 101 (Woonstel No. 99) volledig beskryf op Deelplan SS110/94 en 'n onverdeelde aandeel in die gemeenskaplike eiendom ten opsigte van die grond en geboue in die skema bekend as Spitskop Ridge, NP van Wyk Louwstraat, Langenhovenpark, munisipaliteit Bainsvlei, distrik Bloemfontein, groot 76 vierkante meter, gehou kragtens Akte van Transport ST20509/1994, bestaande uit enkelverdieping meenthuis met 2 slaapkamers, 1 sitkamer, 1 kombuis, 1 badkamer en 1 motorafdak.

Die koper moet afslaersgelde, B.T.W. asook 10% van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein, nagesien word.

G. B. A. Gerdener, vir McIntyre en Van der Post, Eiser se Prokureur, 3de Vloer, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 430-2171.] (Verw. G. B. A. Gerdener/lvdl GCP054.)

Saak No. 18479/1995

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NEDCOR BANK BEPERK**, Eiser, en **WYNAND FREDERIK BEZUIDENHOUT**, Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein en lasbrief tot geregtelike verkoping gedateer die 3de dag van November 1995 sal die ondervermelde eiendom op die **16de dag van Februarie 1996 om 10:00** te Peetlaan ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere Erf 15885 (Bloemfontein Uitbreiding 117) geleë in die stad en distrik Bloemfontein (ook bekend as Ben Tindallstraat 5, Heuwelsig, Bloemfontein), groot 1 995 (eenduisend negehoonderd vyf-en-negentig) vierkante meter, gehou kragtens Transportakte T3166/1990, bestaande uit enkelverdieping woonhuis met 4 slaapkamers, 1 kombuis, 1 sitkamer, 2 badkamers, 1 familie-kamer, 1 swembad en 2 motorhuise.

Die koper moet afslaersgelde, B.T.W. asook 10% van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein nagesien word.

G. B. A. Gerdener, vir McIntyre en Van der Post, Eiser se Prokureur, 3de Vloer, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 430-2171.] (Verw. G. B. A. Gerdener/lvdl GCB070.)

Saak No. 12084/1995

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **NEDCOR BANK BEPERK**, Eiser, en **PAUL WYNAND LANDMAN**, Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein en lasbrief tot geregtelike verkoping gedateer die 21ste dag van September 1995 sal die ondervermelde eiendom op die **16de dag van Februarie 1996 om 10:00** te Peetlaan ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelike verkoop word naamlik:

Sekere Deel 42, Villa Veron, hoek van President Boshoff en Victoriaweg, Bloemfontein, en 'n onverdeelde aandeel in die gemeenskaplike eiendom ten opsigte van grond en geboue geleë in Bloemfontein in die skema bekend as Veron deel, soos aangetoon en volledig beskryf op Deelplan SS35/1982 (ook bekend as Villa Veron No. 509, hoek van President Boshoff en Victoriaweg, Bloemfontein), groot 58 (ag-en-vyftig) vierkante meter, gehou kragtens Transportakte ST5039/1993, bestaande uit enkelverdieping woonstel met 1 slaapkamer, 1 kombuis, 1 sitkamer, 1 badkamer en 1 motorafdak.

Die koper moet afslaersgelde, B.T.W. asook 10% van die koopprys in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Bloemfontein nagesien word.

G. B. A. Gerdener, vir McIntyre en Van der Post, Eiser se Prokureur, 3de Vloer, Permgebou, Maitlandstraat 45, Posbus 540, Bloemfontein, 9300. [Tel. (051) 430-2171.] (Verw. G. B. A. Gerdener/lvdl GCL074.)

Saaknommer 320/1993

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTSHABELO GEHOU TE BOTSHABELO

In die saak tussen **BOLAND BANK BEPERK**, Eksekusieskuldeiser, en **MANNUKU ELIZABETH MATSHA**,
Eksekusieskuldenaar

Ingevolge 'n Vonnis in die Landdroshof, Botshabelo en 'n Lasbrief vir Eksekusie gedateer 30 Maart 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op **Vrydag, 23 Februarie 1996 om 11:00** te die Hoofingang van die Landdroskantoor, Botshabelo:

Sekere Perseel No. K3008, geleë in die woongebied Botshabelo, groot 338 (driehonderd agt-en-dertig) vierkante meter, gehou kragtens Grondbrief ten opsigte van eienaarseenheid vir woondoeleindes No. 747/1985.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdros-howe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 23% per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Botshabelo nagesien word.

Gedateer te Bloemfontein op hede die 4de dag van Januarie 1996.

F. J. Kapp, vir Wessels & Smith, Prokureur vir Eksekusieskuldeiser, Grondvloer, Lustitiagebou, Aliwalstraat, Bloemfontein.

Saaknommer 2909/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **WELKOM MUNISIPALITEIT**, Eksekusieskuldeiser, en **THEKISO EPIA MALOKA**, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, 13 April 1995 en 'n lasbrief vir eksekusie gedateer 11 April 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op **23 Februarie 1996 om 11:00** te die Tulbaghstraat ingang van die Landdroskantoor, Welkom:

Erf nr 1729, geleë te en bekend as Zombastraat 59, Doorn, Welkom, gesoneer vir woondoeleindes, groot 937 vierkante meter, gehou kragtens Transportakte nommer TT9189/1992.

Verbeterings: 'n Drieslaapkamerwoonhuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdros-howe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 15,25% per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die Kantoor van die Balju, Welkom nagesien word.

Gedateer te Welkom op hierdie 18de dag van Desember 1995.

C. Uys, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, 1ste Vloer, Wessels & Smith Gebou, Heerenstraat 26-28, Welkom.

Saaknommer 1696/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen **EERSTE NASIONALE BANK VAN S.A. BEPERK**, Eiser, en **G J C DE VILLIERS**, Verweerder

Ingevolge 'n Vonnis verleë in die Vereeniging Landdroshof op 31 Mei 1993 en latere lasbrief vir geregtelike verkoping, sal 'n verkoping van die volgende eiendom van die bogemelde verweerder gehou word voor die Baljukantoor, Highstraat, Bethlehem op **9 Februarie 1996 om 12:00** naamlik:

Onderverdeling 1 van Hoewe 59 van die plaas Eden 1471 Distrik Bethlehem, groot 4,4009 hektaar, gehou kragtens Transportakte T8666/1990.

Voorwaardes van verkoping:

1. Die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan bekragting deur die eiser binne 7 dae na die veiling.

2. Die koper sal 'n deposito van 10% van die koopprys in kontant betaal aan die Balju, op die dag van die verkoping. Die balans koopprys plus rente teen 24,25% per jaar bereken op die koopsom vanaf datum van die veiling, tot datum van transport, sal deur bank of bougenootskapwaarborg verseker word binne 10 dae na datum van die veiling.

3. Die volle verkoopsvoorwaardes sal deur die afslaer uitgelees word onmiddellik voor die verkoping, en is ter insae by die kantore van Brand Wessels & Blignault, prokureur vir eiser, Van Schalkwykgebou, Mullerstraat 21, Bethlehem asook by die Balju vir die Landdroshof, Bethlehem.

Geteken te Bethlehem hierdie 11de dag van Januarie 1996.

Q. Blignault, vir Brand Wessels & Blignault, Prokureur vir Vonnisskuldeiser, Van Schalkwyk-gebou, Mullerstraat 21, Bethlehem.

Saak No. 888/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTHAVILLE GEHOU TE BOTHAVILLE

In die saak tussen **ABSA BANK BEPERK**, Eiser, en **NICOLAAS JACOBUS VAN DER MERWE**, Verweerder

Kragtens 'n uitspraak in die Landdroshof van Bothaville en 'n Lasbrief vir Eksekusie teen goedere uitgereik vir die bedrag van R81 341,64 plus rente en koste, sal die volgende eiendom per openbare veiling aan die hoogste bieder verkoop word deur Boere Vendu BK, **om 17:00 op 7 Februarie 1996**, te die perseel van die Balju, Presidentstraat 90, Bothaville.

Inventaris: Erf 165, Meyerhof, Bothaville, bekend as Stinkhoustraat 17, met bestaande woonhuis en die nodige buitegeboue.

Verkoopsvoorwaardes: 'n Deposito van 10% sal met die toeslaan van die bod betaal word;

Die balans sal binne dae daarna betaal word hetsy in kontant of by wyse van 'n bank gewaarborgde tjek of aanvaarbare waarborg binne 30 dae;

Rente teen koopprys vanaf verkoopsdatum tot datum van betaling teen 19,25%;

Verdere voorwaardes lê vir inspeksie by die Balju en GP Nieuwoudt & Vennote.

Aldus gedoen en geteken te Bothaville op hierdie 29ste dag van November 1995.

G. P. Nieuwoudt & Vennote, Prokureurs vir Eiser, Van Riebeeckstraat 13; Posbus 328, Bothaville, 9660.

Saak 2148/1995

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje Vrystaatse Provinsiale Afdeling)

In die saak tussen **UNITED BANK**, Eiser, en **NTSOAKI BERTHA TLADI**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Peetlaaningang, Bloemfontein, **om 10:00 op Vrydag, 9 Februarie 1996**, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Die Verweerder se Reg, Titel en Belang in die Huurpag ten opsigte van perseel 11336 geleë in Mangaung, Distrik Bloemfontein, groot 240 (tweehonderd-en-veertig) vierkante meter soos aangedui op Algemene Plan No. L29/1986 en gehou kragtens Sertifikaat van Geregistreerde Huurpag No. TL4775/1988 geregistreer op 12 Desember 1988.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woonhuis met 'n sitkamer, kombuis, 3 slaapkamers, badkamer en toilet.

Terme: Die koper sal 10% van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouvereniging waarborg binne veertien (14) dae na afloop van die veiling.

I. Sansom, vir Claude Reid Ingelyf, Prokureur vir Eiser, Unitedgebou, Sesde Vloer, Maitlandstraat, Bloemfontein.

Saak 3951/1994

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje Vrystaatse Provinsiale Afdeling)

In die saak tussen **UNITED BANK**, Eiser, en **E. S. VAN WYK**, Eerste Verweerder, en **L. VAN WYK**, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Peetlaaningang, Bloemfontein, **om 10:00 op Vrydag, 9 Februarie 1996**, van die ondervermelde residensiële eiendom van die Verweerders op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf No. 1702 (Uitbreiding 3) geleë in die dorp Ashbury, Distrik Bloemfontein, groot 331 (driehonderd een-en-dertig) vierkante meter onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte No. T3226/1986 geregistreer op 28 April 1986.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woonhuis met 'n sitkamer, kombuis, 3 slaapkamers en toilet.

Terme: Die koper sal 10% van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouvereniging waarborg binne veertien (14) dae na afloop van die veiling.

I. Sansom, vir Claude Reid Ingelyf, Prokureur vir Eiser, Unitedgebou, Sesde Vloer, Maitlandstraat, Bloemfontein.

Saak 1377/1995

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje Vrystaatse Provinsiale Afdeling)

In die saak tussen **UNITED BANK**, Eiser, en **S. M. MARUMO**, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Peetlaaningang, Bloemfontein, **om 10:00 op Vrydag, 9 Februarie 1996**, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Die Verweerder se Reg, Titel en Belang in die Huurpag ten opsigte van perseel 6881, geleë in Mangaung, Distrik Bloemfontein, groot 322 (driehonderd twee-en-twintig) vierkante meter soos aangedui op Algemene Plan No. L42/1987 en gehou kragtens Sertifikaat van Geregistreerde Huurpag No. TL1598/1988 geregistreer op 17 Mei 1988.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woonhuis met 'n sitkamer, eetkamer, kombuis, 3 slaapkamers, badkamer.

Terme: Die koper sal 10% van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouvereniging waarborg binne veertien (14) dae na afloop van die veiling.

I. Sansom, vir Claude Reid Ingelyf, Prokureur vir Eiser, Unitedgebou, Sesde Vloer, Maitlandstraat, Bloemfontein.

Saak No. 3521/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **ABSA BANK BEPERK**, No. 86/04794/06 (**ALLIED BANK DIVISIE**), Eiser, en **J J VAN TONDER** en **M C VAN TONDER**, Verweerders

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik van Vereeniging sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van die Landdroshof, Bainstraat, Sasolburg op die **1ste Maart 1996 om 10:00**, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju Landdroshof, Sasolburg:

Sekere Erf 5099, geleë in die dorp Sasolburg distrik Parys (Uniestraat 55), groot 1 095 vierkante meter.

Verbeterings: Sitkamer, eetkamer, drie slaapkamers, twee badkamers/w.c., kombuis, enkel garage, bediendekamer/w.c.

Terme: Die eiendom word verkoop aan die hoogste bieder en die verkoping al onderhewig wees aan die bepalings van Artikel 66 van die Landdroshofwet, Wet 32 van 1944, soos gewysig.

Die Koopprijs sal as volg betaalbaar wees:

- (a) Tien (10%) persentum van die koopprijs is betaalbaar in kontant na afhandeling van die verkoping en;
- (b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 18,25% per jaar vanaf datum van koop tot datum van betaling;
- (c) die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie;
- (d) die Koper sal ook aanspreeklik wees vir betaling van Afslaerskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

Voorwaardes:

- (a) Die voorwaardes van koop sal deur die Balju Landdroshof uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging hierdie 8ste dag van Januarie 1996.

D. C. J. Hoffman, vir D J Malan & Hoffman, Cicero Gebou, Lesliestraat 14, Vereeniging; Posbus 415. (Verw. mnr Hoffman.)

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK**, Eiser, en **MEJ KARIN STRYDOM**,
Verweerder

Ingevolge 'n Vonnis gedateer 14 November 1995 en 'n Lasbrief vir Eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op **Vrydag, 16 Februarie 1996 om 10:00** te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Eenheid No. 2 in die Skema Jolindi SS4/1993, geleë te Bloemfontein, groot 73 m² gehou kragtens Transportakte No. ST12490/1993, en beter bekend as Jolindi No. 5, King Edwardweg, Willows, Bloemfontein.

Verbeterings: 2 slaapkamerwoonstel met 1 sit/eetkamer, 1 kombuis, 1 badkamer, 1 toilet en 1 motorafdak.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 18.25% per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingswaarborg.

3. Die volledige verkoopsvoorwaardes wat deur die Balju of Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 10de dag van Januarie 1996.

J. H. Conradie, p.a Rossouws, Prokureur vir Eksekusieskuldeisers, Vyfde Vloer, L.T. Trust Gebou, Elizabethstraat 7; Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak No. 112/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ZASTRON GEHOU TE ZASTRON

In die saak tussen **MUNISIPALITEIT ZASTRON**, Eiser, en **Z B MBOBO**, Verweerder

Uit kragte van 'n Vonnis van die Landdroshof vir die distrik van Zastron, gehou te Zastron, en kragtens 'n Lasbrief vir Eksekusie gedateer 29 Augustus 1995, sal die volgende onroerende eiendom per publieke veiling vir kontant op **Vrydag, 23 Februarie 1996** te Landdroskantoor, Zastron **om 11:00**, aan die hoogste bieder verkoop word:

1. Resterende gedeelte van Erf R/384 geleë in die dorp en distrik Zastron, Provinsie Vrystaat, groot 535 vierkante meter, gehou kragtens Transportakte No. T 8477/1992.

Adres: De Winnaarstraat, Zastron, 9950. Onverbeterde eiendom.

2. Erf 380 geleë in die dorp en distrik Zastron, Provinsie Vrystaat, groot 2 142 vierkante meter, gehou kragtens Transportakte T8477/1992.

Adres: De Winnaarstraat 7, Zastron, 9950. Onverbeterde eiendom.

3. Erf 382 geleë in die dorp en distrik Zastron, Provinsie Vrystaat, groot 2 141 vierkante meter, gehou kragtens Transportakte No. T 8477/1992.

Adres: De Winnaarstraat 5, Zastron, 9950. Verbeterde eiendom met woonhuis.

Die belangrikste voorwaardes van verkoping:

(a) Die verkoping is onderhewig aan die goedkeuring en bekragtiging deur die Eiser, en wel binne sewe (7) dae na datum van veiling.

(b) Die koper moet 'n deposito van 10% van die koopsom kontant op die dag van die verkoping betaal aan die Balju en die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank- en/of bougenootskap wat deur die Eiser se Prokureurs goedgekeur is en aan hulle binne tien (10) dae na die datum van die verkoping verstrek te word.

(c) Die koper sal verder verantwoordelik wees vir betaling van afslaersgelde op die dag van verkoping en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied, welke bedrae betaalbaar sal wees op versoek van die Eiser se Prokureurs.

(d) Die Eiser en/of die Eiser se Prokureurs en/of die Balju van die Landdroshof waarborg geensins enige van die inligting hierin vermeld.

Die verkoopsvoorwaardes is ter insae by die kantore van die Landdroshof te Zastron en/of die Eiser se Prokureurs, Mnr Malherbe, Saayman & Smith, Hoofdstraat 36, Zastron.

Geteken te Zastron op hierdie 10de dag van Januarie 1996.

P. J. K. Smith, vir Malherbe, Saayman & Smith, Prokureurs vir Eiser, Hoofdstraat 36, Zastron, 9950. [Tel. (05542) 6 of 39.]

Saak No. 97/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ZASTRON GEHOU TE ZASTRON

In die saak tussen **STANDARD BANK SA BEPERK (STANNIC)**, Eiser, en **M. E. NTLAI**, Verweerder

Uit kragte van 'n Vonnis van die Landdroshof vir die distrik van Zastron, gehou te Zastron, en kragtens 'n Lasbrief vir Eksekusie gedateer 15 Augustus 1994, sal die volgende onroerende eiendom per publieke veiling vir kontant op **Vrydag, 23 Februarie 1996** te Landdroskantoor, Zastron om **11:00**, aan die hoogste bieder verkoop word:

Erf 3, geleë in die dorp en distrik Zastron, Provinsie Vrystaat, groot 2 141 Vierkante Meter, gehou kragtens Transportakte No. T 13761/1993.

Adres: Gangstraat 28, Zastron, 9950.

Onverbeterde eiendom.

Die belangrikste voorwaardes van verkoping:

(a) Die verkoping is onderhewig aan die goedkeuring en bekragtiging deur die Eiser, en wel binne Sewe (7) dae na datum van veiling.

(b) Die koper moet 'n deposito van 10% van die koopsom kontant op die dag van die verkoping betaal aan die Balju en die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank- en/of bougenootskap wat deur die Eiser se Prokureurs goedgekeur is en aan hulle binne Tien (10) dae na die datum van die verkoping verstrek te word.

(c) Die koper sal verder verantwoordelik wees vir betaling van afslaersgelde op die dag van verkoping en ook hereregte, transportkoste en agterstallige belastings en ander uitgawes en heffings wat nodig is om transport te laat geskied, welke bedrae betaalbaar sal wees op versoek van die Eiser se Prokureurs.

(d) Die Eiser en/of die Eiser se Prokureurs en/of die Balju van die Landdroshof waarborg geensins enige van die inligting hierin vermeld.

Die Verkoopsvoorwaardes is ter insae by die kantore van die Landdroshof te Zastron en/of die Eiser se Prokureurs, Mnr Malherbe, Saayman & Smith, Hoofdstraat 36, Zastron.

Geteken te Zastron op hierdie 10de dag van Januarie 1996.

P. J. V. Smith, vir Malherbe, Saayman & Smith, Prokureurs vir Eiser, Hoofdstraat 36, Zastron, 9950. (Tel. 05542-6 of 39.)

Saak No. 162/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ZASTRON GEHOU TE ZASTRON

In die saak tussen **HALEY'S DELTA**, Eiser, en **J. S. SETENE**, Verweerder

Uit kragte van 'n Vonnis van die Landdroshof vir die distrik van Zastron, gehou te Zastron, en kragtens 'n Lasbrief vir Eksekusie gedateer 18 Februarie 1994, sal die volgende onroerende eiendom per publieke veiling vir kontant op **Vrydag, 23 Februarie 1996** te Landdroskantoor, Zastron om **11:00**, aan die hoogste bieder verkoop word:

Erf 561, geleë in die dorp Matlakeng en distrik Zastron, Provinsie Vrystaat, groot 278 Vierkante Meter, gehou kragtens Transportakte No. TE 6844/1995.

Adres: 561 Zone E, Matlakeng, Zastron, 9950.

Verbeterde eiendom met woonhuis.

Die belangrikste voorwaardes van verkoping:

(a) Die verkoping is onderhewig aan die goedkeuring en bekragtiging deur die Eiser, en wel binne Sewe (7) dae na datum van veiling.

(b) Die koper moet 'n deposito van 10% van die koopsom kontant op die dag van die verkoping betaal aan die Balju en die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank- en/of bougenootskap wat deur die Eiser se Prokureurs goedgekeur is en aan hulle binne Tien (10) dae na die datum van die verkoping verstrek te word.

(c) Die koper sal verder verantwoordelik wees vir betaling van afslaersgelde op die dag van verkoping en ook hereregte, transportkoste en agterstallige belastings en ander uitgawes en heffings wat nodig is om transport te laat geskied, welke bedrae betaalbaar sal wees op versoek van die Eiser se Prokureurs.

(d) Die Eiser en/of die Eiser se Prokureurs en/of die Balju van die Landdroshof waarborg geensins enige van die inligting hierin vermeld.

Die Verkoopsvoorwaardes is ter insae by die kantore van die Landdroshof te Zastron en/of die Eiser se Prokureurs, Mnr Malherbe, Saayman & Smith, Hoofdstraat 36, Zastron.

Geteken te Zastron op hierdie 10de dag van Januarie 1996.

P. J. V. Smith, vir Malherbe, Saayman & Smith, Prokureurs vir Eiser, Hoofdstraat 36, Zastron, 9950. (Tel. 05542-6 of 39.)

IN DIE LANDDROSHOF VIR DIE DISTRIK ZASTRON GEHOU TE ZASTRON

In die saak tussen **MUNISIPALITEIT ZASTRON**, Eiser, en **S. H. VISSER**, Verweerder

Uit kragte van 'n Vonnis van die Landdroshof vir die distrik van Zastron, gehou te Zastron, en kragtens 'n Lasbrief vir Eksekusie gedateer 25 Augustus 1995, sal die volgende onroerende eiendom per publieke veiling vir kontant op **Vrydag, 23 Februarie 1996** te Landdroskantoor, Zastron om **11:00**, aan die hoogste bieder verkoop word:

1. Gedeelte 2 van Erf 208, geleë in die dorp en distrik Zastron, Provinsie Vrystaat, groot 535 Vierkante Meter, gehou kragtens Transportakte No. T 6875/1991.

Adres: Joachimstraat, Zastron, 9950.

Onverbeterde eiendom.

2. Gedeelte 3 van Erf 208, geleë in die dorp en distrik Zastron, Provinsie Vrystaat, groot 535 Vierkante Meter, gehou kragtens Transportakte No. T. 6875/1991.

Adres: Joachimstraat, Zastron, 9950.

Onverbeterde eiendom.

3. Gedeelte 4 van Erf 208, geleë in die dorp en distrik Zastron, Provinsie Vrystaat, groot 535 Vierkante Meter, gehou kragtens Transportakte No. T. 6875/1991.

Adres: Vegkopstraat 35, Zastron, 9950.

Verbeterde eiendom met woonhuis.

Die belangrikste voorwaardes van verkoping:

(a) Die verkoping is onderhewig aan die goedkeuring en bekragtiging deur die Eiser, en wel binne Sewe (7) dae na datum van veiling.

(b) Die koper moet 'n deposito van 10% van die koopsom kontant op die dag van die verkoping betaal aan die Balju en die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank- en/of bougenootskap wat deur die Eiser se Prokureurs goedgekeur is en aan hulle binne Tien (10) dae na die datum van die verkoping verstrek te word.

(c) Die koper sal verder verantwoordelik wees vir betaling van afslaersgelde op die dag van verkoping en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied, welke bedrae betaalbaar sal wees op versoek van die Eiser se Prokureurs.

(d) Die Eiser en/of die Eiser se Prokureurs en/of die Balju van die Landdroshof waarborg geensins enige van die inligting hierin vermeld.

Die Verkoopsvoorwaardes is ter insae by die kantore van die Landdroshof te Zastron en/of die Eiser se Prokureurs, Mnr Malherbe, Saayman & Smith, Hoofdstraat 36, Zastron.

Geteken te Zastron op hierdie 10de dag van Januarie 1996.

P. J. V. Smith, vir Malherbe, Saayman & Smith, Prokureurs vir Eiser, Hoofdstraat 36, Zastron, 9950. (Tel. 05542-6 of 39.)

Saaknommer 1185/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE WITSIESHOEK

In die saak tussen **NBS BANK BEPERK**, Eiser, en **DENNIS GEORGE RAMABOLU**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Witsieshoek en 'n Lasbrief van Eksekusie gedateer 7 November 1995 sal die volgende eiendom geregtelik verkoop word op **1 Maart 1996 om 09:00** voor die Landdroskantoor, Witsieshoek by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Perseel A 8342, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek, groot 458 (Vierhonderd agt-en-vyftig) Vierkante Meter, soos gehou kragtens Grondbrief No. 520/1990, soos aangedui op Algemene Plan No. PB 418/1987.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet.

Die verkoopsvoorwaardes lê ter insae by die Balju van die Landdroshof, Witsieshoek.

Gedateer te Harrismith op hede die 16de dag van Januarie 1996.

J. A. Smith vir Balden, Vogel & Vennote, Eiser se prokureurs, Wardenstraat 49b, Posbus 22, Harrismith.

Saaknommer 1054/95**IN DIE LANDDROSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE WITSIESHOEK**

In die saak tussen **DE WITT & THAELE HARDWARE CC (CK95/06624/23)**, Eiser, en **S. MOFOKENG**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Witsieshoek en 'n Lasbrief van Eksekusie gedateer 29 Augustus 1995 sal die volgende eiendom geregtelik verkoop word op **1 Maart 1996 om 09:00** voor die Landdroskantoor, Witsieshoek by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Perseel Fisies geleë te No. 286, Clubview, Phuthaditjhaba.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, een badkamer, en toilet. Daar is ook 'n motorhuis.

Die verkoopsvoorwaardes lê ter insae by die Balju van die Landdroshof, Witsieshoek.

Gedateer te Harrismith op hede die 16de dag van Januarie 1996.

J. A. Smith vir Balden, Vogel & Vennote, Eiser se prokureurs, Wardenstraat 49b, Posbus 22, Harrismith.

Saaknommer 833/95**IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH**

In die saak tussen **ABSA BANK BEPERK**, Eiser, en **MOTLALETHABO SAMSON MOSIA**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Harrismith en 'n Lasbrief van Eksekusie gedateer 22 Augustus 1995 sal die volgende eiendom geregtelik verkoop word op **23 Februarie 1996 om 10:00** voor die Landdroskantoor, Harrismith by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Perseel No. A569, geleë in die dorpsgebied Tshame en distrik Harrismith; groot 588 (vyfhonderd agt-en-tagtig) Vierkante Meter, soos aangedui op Algemene Plan PB610/1986, gehou kragtens Grondbrief no. 1764/1989.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit 'n sit/eetkamer, kombuis, twee slaapkamers, badkamer en toilet.

Die verkoopsvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 16de dag van Januarie 1996.

J. A. Smith vir Balden, Vogel & Vennote, Eiser se prokureurs, Wardenstraat 49b, Posbus 22, Harrismith.

Saak No. 1486/95**IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH**

In die saak tussen **ABSA BANK BEPERK**, Eiser, en **ANDRE PIETER DE BRUYN**, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Harrismith en 'n Lasbrief van Eksekusie gedateer 20 Desember 1995 sal die volgende eiendom geregtelik verkoop word op **23 Februarie 1996 om 10:00**, voor die Landdroskantoor, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Erf 1747 (Uitbreiding 26), geleë in die dorp en distrik Harrismith, groot 1 192 (eenduisend eenhonderd twee-en-negentig) vierkantemeter, gehou kragtens Transportakte No. T4243/94.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit 'n sitkamer, eetkamer, woonkamer, studeerkamer, kombuis, drie slaapkamers, badkamer met toilet, badkamer met stort, aparte toilet. Daar is twee motorhuise en 'n buitetoilet.

Die verkoopsvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 16de dag van Januarie 1996.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Wardenstraat 49b, Posbus 22, Harrismith.

Saak No. 580/93**IN DIE LANDDROSHOF VIR DIE DISTRIK BOTHAVILLE GEHOU TE BOTHAVILLE**

In die saak tussen **KLEINSAKE ONTWIKKELINGSKORPORASIE**, Eiser, en **L. DANIEL KHANTSI**, Verweerder

Kragtens 'n uitspraak in die Landdroshof van Bothaville en 'n Lasbrief vir Eksekusie teen goedere uitgereik vir die bedrag van R17 801,17 plus BTW, rente en koste, sal die volgende eiendom per openbare veiling aan die hoogste bieder verkoop word deur Boere Vendu BK om **17:00 op 7 Februarie 1996** te die perseel van die Balju, Presidentstraat 90, Bothaville:

Inventaris: Erf 931, Pekosstraat, Kgotsong, distrik Bothaville, met geboue daarop.

Verkoopsvoorwaardes:

- (a) 'n Deposito van 10% sal met die toeslaan van die bod betaal word.
 - (b) Die balans sal binne 30 dae daarna betaal word hetsy in kontant of by wyse van 'n bank gewaarborgde tjek of aanvaarbare waarborg.
 - (c) Rente teen koopprys vanaf verkoopdatum tot datum van betaling teen: 15.5%.
 - (d) Verdere voorwaardes lê vir inspeksie ten kantore van die Balju en mnre G. P. Nieuwoudt & Vennote.
- Aldus gedoen en geteken te Bothaville op hierdie 16de dag van Januarie 1996.
- G. P. Nieuwoudt & Vennote, Prokureurs vir Eiser, Van Riebeeckstraat 13, Posbus 328, Bothaville, 9660.

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

CONNIE J. VAN DER MERWE AFSLAERS & VOORRAADLIKWIDATEURS

INSOLVENTE BOEDELVEILING VAN TOYOTA COROLLA 1.3, OP WOENSDAG, 31 JANUARIE 1996 OM 09:00, TE
CONNIE J. VAN DER MERWE, LEASKSTRAAT 23, KLERKSDORP

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **E. J. D. van Staden**, Meestersverwysing T2900/95, sal ons die volgende per publieke veiling verkoop:

1 x Wit Toyota Corolla 1.3L, 12 Valve.

Afslaersnota: Algemene toestand van voertuig is goed. Betaling streng kontant of bankgewaarmerkte tjeks. Besigtiging by kantore van die Afsaler. *Navrae:* Skakel Charl of Christa.

Connie J. van der Merwe Afslaers & Voorraadlikwidadeurs, Leaskstraat 23, Posbus 391, Klerksdorp. Tel. (018) 462-4133.

PHIL MINNAAR BK

(CK93/29245/23)

BESTORWE BOEDELVEILING VAN 2 SLAAPKAMER WONING EN MEUBELS: WEST ACRES-UITBREIDING 6, NELSPRUIT

In opdrag van die Eksekuteur in die bestorwe boedel **E. Eshuys**, Boedelnommer 19095/95 verkoop ons die ondergenoemde eiendom en losgoed per openbare veiling op **Woensdag, 31 Januarie 1996 om 13:00:**

Plek van veiling: Kelkiewynstraat 26, West Acres-uitbreiding 6, Nelspruit.

Beskrywing van eiendom: Erf 832, West Acres-uitbreiding 6, bekend as Kelkiewynstraat 26, Nelspruit, Registrasieafdeling JT, provinsie Mpumalanga, groot 1 410 m².

Verbeterings: Die woning op hierdie pypsteelerf bestaan uit 2 slaapkamers, sitkamer, eetkamer, kombuis, badkamer, bediendekamer, enkelmotorhuis en gevestigde tuin.

Losbates: Tuintafels, stoele, rottang tuinstel, sitkamerstel, eetkamerstel, gordyne en nog vele meer.

Terme: Eiendom: 20% (twintig persent) Deposito in kontant of bankgewaarborgde tjek en die balans binne 30 dae na bekragtiging. *Losbates:* Streng kontant of bankgewaarborgde tjeks alleenlik.

Besigtiging: Skakel (01311) 41644: Reël met Christina.

Navrae: Skakel Dirk Pienaar (012) 3228330/1.

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.

VAN'S AFSALERS

VEILING: EIENDOM

In opdrag van die Kurator van insolvente boedel **L. A. van Rooyen**, T2763/95 verkoop Van's Afslaers ondervermelde boedelbate, onderhewig aan bekragtiging, per openbare veiling op **29 Januarie om 11:00**, te plaas Mooigelegen, Roedtan.

Beskrywing: Restant van Gedeelte 1 van die plaas Mooigelegen 140, Registrasieafdeling KS, groot 257,4793 ha.

Verbeterings: Plaashuis, boorgate, damme, tabakstoor, sorteerbank, landerye en drupbesproeiing.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: (012) 335-2974.

PHIL MINNAAR AFSLAERS

BOEDEL WYLE: M. J. GOUVEIA

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op **30 Januarie 1996 om 11:00**, No. 11 SS Felicity Court 14, Silverfields 226, Krugersdorp:

Voorwaardes: 20% (twintig persent) van verkoopprys kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborg binne (30) dertig dae van bevestiging van verkoping.

Phil Minnaar Afslaers, Johannesburg (011) 475-5133.

PHIL MINNAAR AFSLAERS

BOEDEL WYLE: L. J. VAN DER SCHYFF

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op **31 Januarie 1996 om 11:00**, Resterende Gedeelte Erf 102, Daspoort Estate, Pretoria:

Voorwaardes: 20% (twintig persent) van verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig dae (30) van bestiging van verkoping.

Phil Minnaar Afslaers, Johannesburg (011) 475-5133.

CAHI AUCTIONEERS

(Registration No. CK87/12616/23)

INSOLVENT ESTATE AUCTION: PRINTING WORKS, GESTETNER PRINTING MACHINES, GUILLOTINE, PLATE MAKER, MASTER MAKER AND MORE

Duly instructed by the Trustee in the insolvent estate **P. P. J. Smit**, Master's Ref. T3472/95.

We will supplement sell, Friday, **26 January 1996 at 10:00**, on the site, corner of Beatrix and Proes Streets, Arcadia, Pretoria.

View day prior 13:00—16:00.

Terms: R500,00 registration fee (refundable) (cash or bank-guaranteed cheques only). For further info contact Greg or Jade Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.

PHIL MINNAAR BK

(CK93/29245/23)

OPENBARE VEILING VAN VERSKEIE LOSBATES, VOERTUIE, VUURWAPENS, HUISHOUDELIKE TOEBEHORE EN TYDDEEL

In opdrag van die Kurators, Eksekuteurs en Likwidadeurs verkoop ons die ondervermelde losbates per openbare veiling op **Woensdag, 7 Februarie 1996 om 10:00**:

Plek van veiling: Ons perseel, hoek van Skinner- en Du Toitstraat, Sunnyside:

Insolvente boedel **M. J. Basson**; insolvente boedel **P. A. S. Meyer**; **Tekon Investments BK**, in likwidasië; **Drs Du Plooy & Smit**; boedel wyle **S. L. Pretorius**; **Dr P. S. Van der Merwe**; boedel wyle **A. M. K. Human**; boedel wyle **J. M. Riese**; en boedel wyle **H. A. D. van Schalkwyk**.

Losgoed: Eetkamerstelle, hangkaste, yskaste, vrieskaste, wasmasjiene, muureenhede, beddens, matrasse, kombuisware, spieël kaste, tafels, matte, grassnyers, tuinstelle, bougereedskap, staalbakke kap, toilet pype, klere, sitkamerstelle, hoëtrousselle, lampstaanders, portrette, tasse, klaviere, orrel, ens.

Vuurwapens: Gamo (Pellet) Geweer; .22 Outomatiese pistool; 7.65 mm Browning pistool; .22 Smith & Wesson Model 41 pistool en 6.35 mm Astra pistool.

Voertuie: '93 Ford Telstar GLE en '90 Honda Ballade 150.

Tyddeel: Sanbonani Tyddeeloord, in die hartjie van Oos-Transvaal, waar die Sabie en Noord-Sand Rivier mekaar ontmoet. *Aantal dae:* 10 dae. *Seisoen:* Buite. *Tydperk:* Vanaf die 6de week in die jaar. *Eenheid:* F5. *Bed:* Ses bed. *Heffing:* R878,17 per jaar.

Besigtiging: Dag voor die veiling alleenlik.

Terme: Streng kontant of bankgewaarborgde tjeks alleenlik.

Navrae: Skakel Dirkie Pienaar by (012) 322-8330/1.

Reg word voorgehou 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: P. A. PRETORIUS, MASTER'S REF. T2816/95

Duly instructed by this estate's Trustee, we will offer by way of public auction, on site at Flat 205, Drakensburg, situated at 195 Skinner Street, corner of Paul Kruger Street, Pretoria Central, Pretoria District, Gauteng, on **Monday, 29 January 1996, commencing at 10:30**:

One and a half bedroomed flat.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax. (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: A. M. VAN DEN HEEVER, MASTER'S REF. T2234/95

Duly instructed by this estate's Trustee, we will sell by public auction, on site at 15 Compston Road, Greenside Extension 1, Johannesburg District, Gauteng, on Monday, **29 January 1996, commencing at 10:30:**

A three-bedroomed home.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax. (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: A. M. VAN DEN HEEVER, MASTER'S REF. T2234/95

Duly instructed by this estate's Trustee, we will sell by public auction, on site at 16 Bertha Street, Triomf, Johannesburg District, Gauteng, on Tuesday, **30 January 1996, commencing at 10:30:**

A three-bedroomed home.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax. (011) 789-4369.

AUCOR (PTY) LTD

MPOFINI ANTHRACITE (PTY) LTD, IN PROVISIONAL LIQUIDATION, MASTER REF. T3824/95

COAL BENEFICIATION PLANT, RAIL & ROAD WEIGH BRIDGES, CONVEYORS & STRUCTURES, VENT FANS, VEHICLE, ETC., ON THE SPOT AT LENJANEDRIFT SIDING, ON MONDAY, 29 JANUARY 1996 commencing at 10:30

View: One day prior to the auction or by appointment with the auctioneers.

Terms: R5 000 refundable deposit is required on registration. The balance to be paid by cash transfer or bank cheque. Buyers being financed must produce an irrevocable letter of credit prior to bidding. All bids excl. VAT.

For further details kindly contact the Auctioneers.

Aucor (Pty) Ltd, 14 Appel Road, Wendywood, Sandton. Tel. (011) 444-5550. Fax. (011) 444-5551.

BAKGAT AFSLAERS

Behoorlik daartoe gelas deur die Kurator in die insolvente boedels **I. C. & K. Janse van Rensburg**, Meestersverwysing T353/95 word die volgende roerende bates per publieke veiling aangebied voetstoots vir kontant op **Vrydag, 2 Februarie 1996 om 11:00**, te Hoewe 116, Elof distrik, Delmas.

Twee sleepwa monteerte C. A. F. eenhede; twee blaupunkt kleur T.V.'s; enkelbed en matras; opvoubare sponsmatras; Sintronic F.M. Tuner; Tempest tape recorder; koffietafel; tuinsambrel; 100 rookalarms; hangkas; dubbelwarmplaat; Telefunken Hi-Fi en tape deck; twee luidsprekers; asbes verwarmer, drie leunstoel en Fridigair vrieskas.

Navrae: Ben: (0157) 5-9714; Boela: (0157) 3126.

LIBRA AFSLAERS

SEMI LOSSTAANDE HUIS, KENSINGTON

Behoorlik daartoe gelas deur die Eksekuteur in die boedel van wyle **N. M. M. Boffetti**, Meestersverwysing 15693/94, sal die ondergemelde eiendom per publieke veiling, op die perseel, onderhewig aan goedkeuring, verkoop word op **Vrydag, 9 Februarie 1996 om 11:00:**

Sekere Erwe 6177 en 6176, Kensington, bekend as Devonweg 1 en 1A, hoek Pandoraweg, Oos, aangesig semi losstaande baksteen gebou met gepleisterde, geverfde afwerking onder 'n sinkdak.

Voorwaardes van verkoping: 20% (twintig persent) deposito van die verkoopsprys in kontant of 'n bankgewaarborgde tjek by ondertekening van die verkoopvoorwaardes. Die balans binne dertig dae (30) na datum van goedkeuring. Verdere verkoopvoorwaardes sal deur die Afslaer uitgelees word voor die verkoping.

Navrae: Libra Afslaers. Tel. (011) 763-6267. Giel Bezuidenhout.

VAN'S AFSLAERS

VEILING: EIENDOM

In opdrag van die Kurator van insolvente boedel **J. Koen**, T3572/95 verkoop Van's Afslaers, ondervermelde boedelbates, onderhewig aan bekragtiging, per openbare veiling op **2 Februarie om 11:00**, te Hoewe 10, Valtaki-landbouhoewes, Bronkhorstspuit:

Beskrywing: Hoewe 10, Valtaki-landbouhoewes, Registrasie Afdeling JR, Gauteng, groot 2,6236 ha.

Verbeterings: Eenvertrekwoonstel.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: (012) 335-2974.

VAN'S AFSLAERS**OPENBARE VEILING**

In opdrag van Kurators van insolvente boedels **J. J. van den Berg**, T1297/94; **J. G. Millitchev**, T1961/95; **J. C. J. Muller**, T1427/95; **J. & S. Collins**, T2061/95; **P. J. van Rensburg**, T3676/94; **Rietvlei Vleismark BK**, T3161/95 en **The Pergola Pizzeria & Sports Club BK**, in likwidasie, verkoop Van's Afslers ondervermelde, per openbare veiling op **1 Februarie 1996 om 10:00**, te Van's Afslers, Booyenstraat 521, Gezina, Pretoria:

Beskrywing: Vuurwapens, voertuie, slaghuis masjinerie, meubels en toerusting.

Betaling: Kontant of gewaarborgde tjeks.

Inligting: Van's Afslers (012) 335-2974.

J. G. W. AFSLAERS

(CK90/35316/23)

In opdrag van die Kurator van insolvente boedel **Maria Francina van der Merwe**, Meestersverwysing T2421/95, word die hierna genoemde onroerende eiendom, per openbare veiling aangebied vir verkoping:

Plek van veiling: Amarillostraat 29, Edleen Uitbreiding 3, Kempton Park.

Datum van veiling: 9 Februarie 1996.

Tyd van veiling: 11:00.

Eiendom: Erf 858, geleë in die dorp Edleen X3, ook bekend as Amarilloweg 29, Edleen X3, Kempton Park.

Beskrywing van eiendom: Vier slaapkamers, sitkamer, eetkamer, groot studeerkamer met ingeboude kaste, twee volledige badkamers met aantrekarea by hoofslaapkamer, groot motorhuis (parkering vir vier motors), waskamer met kaste, kombuis met aparte opwaskamer, bediendekamer met toilet en wasbak, elektroniese hout motorhuisdeure, diefwering en veiligheidshekke, plaveisel, betonomheining, swembad, lapa met braai area.

Afslersnota: Baie gerieflike moderne woning in goeie buurt.

Verkoopvoorwaardes: 20% (twintig persent) deposito van die koopsom betaalbaar onmiddellik op die veiling en die balans by bekragtiging van die verkoop. Balans van die koopsom verseker te word deur middel van 'n bank of bougenootskapswaarborg binne 30 (dertig) dae na die datum van veiling. Besitsrente gereken te word op die balans van koopsom teen huidige bougenootskapsrentekoerse op eerste verbande.

Vir enige navrae kontak: Warrick Heppell. (018) 462-2711.

Die volledige voorwaardes van verkoping is beskikbaar by J. G. W. Afslers, Andersonstraat 23, Klerksdorp. Tel. (018) 462-2711. Slegs kontant of bankgewaarborgde tjek.

VERKOOP VAN PRIVAATSKOLE

Verkoop van privaat skole **B & B Educational College Spartan** en **B & B Educational College Isando**. Hierna genoem "die skole" of "die besigheid":

Wyse van verkoop: Per publieke inskrywing/tender soos voorgeskryf deur Artikel 82 (2) en (5) van die Insolvensiewet No. 24 van 1936, soos gewysig.

Beskrywing van besigheid: Twee privaat skole bestaande uit 'n hoërskool en 'n laerskool wat bedryf word vanaf Kelvinstraat no. 7, Isando, Kempton Park.

Verkoopvoorwaardes:

1. Beide die skole kan kwalifiseer vir Staatsubsidie maar kan verkoper dit nie waarborg nie.
2. Die voornemende koper sal verplig wees om self met die verhuurder van die perseel 'n huurkontrak te beding.
3. Die personeel tans in diens van die skole vir 'n tydperk van drie (3) maande na die koop van die besigheid in diens sal bly.
4. Die hoogste tender of inskrywing nie noodwendig aanvaar sal word nie en dat die verkoper die reg het om alle tenders te verwerp en die besigheid per publieke veiling of anders te verkoop.
5. Die verkoping is voetstoots.
6. Die koopsom is betaalbaar in kontant teen lewering van die skole aan die koper daarvan welke lewering sal geskied binne 48 uur na aanvaarding van 'n suksesvolle tender en sodanige ander voorwaardes as wat die verkoper mag goed vind.

Besonderhede van die verkoper: Brian St Clair Cooper en Paul Daneel Kruger in hul hoedanigheid as Gesamentlike Likwidaateure van **Skadu Beleggings BK**, likwidasie. *Per adres:* Cooper Trust, Rutlandlaan 4, Craighall Park, Posbus 411529, Craighall Park, 2024. [Tel. (011) 326-0300.] (Verw. L. J. Strydom.)

Plek van indiening van tenders: Die Meester van die Hooggeregshof, Privaatsak X60, Pretoria, 0001, of Salam Forumgebou, h/v Kerk & Queenstrate, Pretoria.

Wyse van indiening: Tenders moet in duplikaat in 'n verseelde koevert by bogemelde instansie ingedien word, gemerk "Tender Skole Skadu Beleggings BK, in likwidasie, Meestersnommer T2691/95".

Verstrykingsdatum: Op 9 Februarie 1996 om 12:00.

Brian St Clair Cooper, Mede-Likwidaateur.

ORANGE FREE STATE ORANJE-VRYSTAAT

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Boshof op 16 Februarie 1996 om 10:00 voor die Landdroskantoor te Boshof die ondergemelde eiendom by publieke veiling verkoop:—

Die plaas KLEINDAM 118, distrik Bosof, Provinsie Vrystaat

GROOT: 699,7367 hektaar

Blykens Akte van Transport T1434/1989

in die naam van JACOB FREDERIK JOHANNES VAN BERGEN

Ligging van hierdie eiendom:—

23 km suidwes van Hertzogville

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

2 Woonhuise, buitekamers, melkstal, rondawel, stoor, 2 arbeidershuise. Veekeerend omhein en verdeel in kape. 4 Boorgate, 2 sementdamme, 2 sinkdamme.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of op die eiendom soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BBAC 04454 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 18 Januarie 1996.

Use it

Don't abuse  it

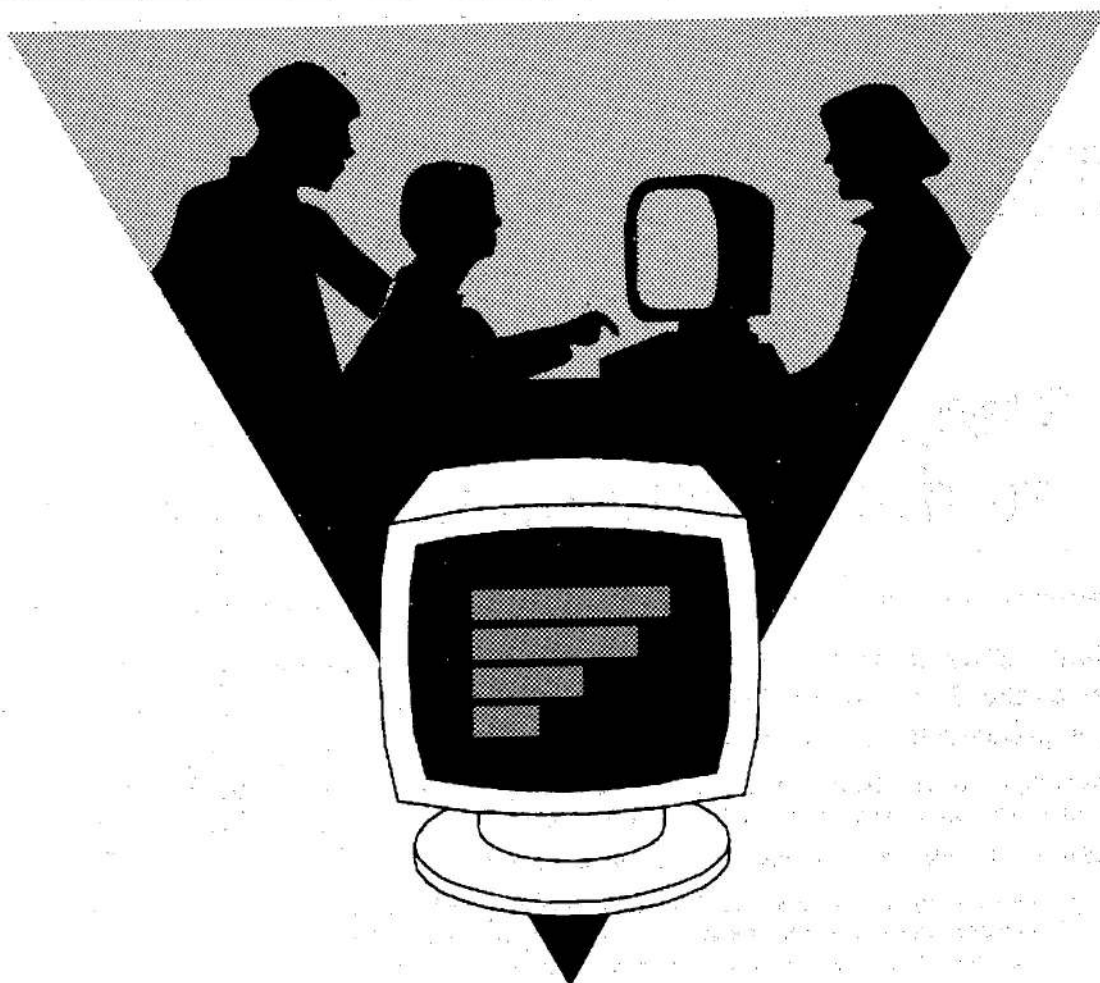
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Ons leef  daarvan

water is kosbaar



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