REPUBLIC OF SOUTH AFRICA

REPUBLIEK VAN SUID-AFRIKA

Government Gazette
Staatskoerant

Vol. 368 PRETORIA, 2 FEBRUARY FEBRUARIE 1996 No. 16951

LEGAL NOTICES

WETLIKE KENNISGEWINGS

B

SALES IN EXECUTION AND OTHER PUBLIC SALES

GEREGTELIKE EN ANDER OPENBARE VERKOPE

LIST OF FIXED TARIFF RATES

AND

CONDITIONS

FOR PUBLICATION OF LEGAL NOTICES IN THE *GOVERNMENT GAZETTE*

(COMMENCEMENT: 1 APRIL 1994)

LIST OF FIXED TARIFF RATES

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

LYS VAN VASTE TARIEWE

EN

VOORWAARDES

VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE *STAATSKOERANT*

(INWERKINGTREDING: 1 APRIL 1994)

LYS VAN VASTE TARIEWE

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

WORD COUNT TABLE

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

WOORDETAL-TABEL

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

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

CONDITIONS FOR PUBLICATION
VOORWAARDES VIR PUBLIKASIE

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

SLUITINGSTYE VIR DIE AANNAME VAN KENNISGEWINGS

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

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

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

LIABILITY OF ADVERTISER

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

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

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

AANSPREEKLIKHEID VAN ADVERTEERDER

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

COPY

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

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

(1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

(a) the list of fixed tariff rates; or

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

KOPIE

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

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

(1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

(a) die lys van vaste tariewe; of

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

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

Advertising Section
Government Printing Works
Private Bag X85
Pretoria
0001

before publication.

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

The following stamps are not acceptable:

(i) Revenue stamps of the old series.

(ii) Revenue stamps of other states.

(iii) Postage stamps.

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

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

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

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

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

Advertensie-afdeling
Staatsdrukkery
Privaatsak X85
Pretoria
0001

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie:

(i) Inkomsteseëls van die ou reeks.

(ii) Inkomsteseëls van ander state.

(iii) Posseëls.

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

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

PROOF OF PUBLICATION

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

BEWYS VAN PUBLIKASIE

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

Important Notice

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

Belangrike Kennisgewing

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

IMPORTANT ANNOUNCEMENT

Closing times **PRIOR TO PUBLIC HOLIDAYS** *for*

LEGAL NOTICES
GOVERNMENT NOTICES 1996

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

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

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

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

BELANGRIKE AANKONDIGING

Sluitingstye **VOOR VAKANSIEDAE** *vir*

WETLIKE KENNISGEWINGS
GOEWERMENTSKENNISGEWINGS 1996

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

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

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

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

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

TRANSVAAL

Saak No. 264/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KRIEL GEHOU TE KRIEL

In die saak tussen **ABSA BANK BPK,** Eiser, en **AJ VAN DER WALT,** 1Ste Verweerder, en **TE VAN DER WALT,** 2De Verweerder

Ingevolge 'n Vonnis in die Landdroshof van Kriel, en 'n lasbrief vir eksekusie gedateer 28 November 1995 word die ondergemelde vaste eiendom in eksekusie verkoop te Kismetstraat 6, Kriel op **21 Februarie 1996 om 11:00** aan die hoogste bieder:

Erf 645, Kriel Uitbreiding 2, welke eiendom geleë is te Kismetstraat 6, 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 toestaan van die bod.

Die verkoopsvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Kriel, besigtig word.

Geteken te Kriel op 15 Januarie 1996.

C. J. van der Merwe, vir Lou van der Merwe Prokureurs, Prokureur vir Eiser. (K1083).

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 Desember 1994 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 bieër 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 bieër verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die Landdroshofwet en reëls daaronder geproklameer en van die terme van die Titelaktes in sover dit van toepassing mag wees.

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Halfvoltooide huis.

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

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

Geteken te Pretoria op hierdie 19 Januarie 1996.

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

Case No. 4361/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, **MANTWA ANNAH LUBISI,** 2nd Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at at the Sheriff's Offices, Portion 83, De Onderstepoort (just north of the Sasko Mills) old Warmbaths Road, Bon Accord, on Friday the **1st day of March, 1996 at 11:00:**

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

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

Property: All right title and interest on the leasehold in respect of: Erf 21696, Mamelodi Extension 3 Township, Registration Division J R, Transvaal.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. Du Plooy/LVDM/GT 2318.)

Case No. 25603/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **FRAME TEXTILE CORPORATION LIMITED,** Plaintiff, and **M. J. FOURIE,** Defendant

In pursuance of a judgment in the Supreme Court (Transvaal Provincial Division) and warrant of execution dated 15 November 1995, the immovable property described hereunder will be sold in execution on **23 February 1996 at 11:00**, at the office of the Sheriff Wonderboom, Portion 83, De Onderstepoort (just North of Sasko Mills, old Warmbaths Road, Bon Accord):

Certain: One half share in Portion 1 of Erf 746, Pretoria North, Registration Division JR, PWV, measuring 1 276 square metres, held by the Defendant under Title Deed Number T4572/1995.

The conditions of sale may be inspected at the office of the Sheriff at Wonderboom, Portion 83, De Onderstepoort (just North of Sasko Mills, old Warmbaths Road, Bon Accord).

Dated at Pretoria on this 9th day of January 1996.

M. R. Brauer, for Friedland Hart & Partners, Attorneys for Plaintiff, 201 Van der Stel Building, 179 Pretorius Street, Pretoria. Tel. (012) 326-3331/8. Ref. Mr Brauer/Ms Crystal/jl.

Case No. 95/9576

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

In the matter between **UNITED BANK,** Plaintiff, and **JOHAN LEON KOTZE,** First Defendant, **JOHANITA SUZETTE KOTZE,** Second Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution, the undermentioned property will be sold in execution by Property Mart Auctioneers, duly authorised thereto, on Wednesday, the **21st February 1996 at 11:00**, at the premises situated at 32 Lester Road, Brenthurst, Brakpan, to the highest bidder:

Certain Erf 479, Brenthurst Township, Registration Division IR, Transvaal, also known as 32 Lester Road, Brenthurst, Brakpan, measuring 711 square metres, held by Deed of Transfer No. T2402/1994.

Improvements: The following improvements on the property are reported, though in this regard nothing is guaranteed: Brick building with corrugated iron roof, with 3 bedrooms, 2 bathrooms plus shower plus toilet, diningroom, lounge, kitchen, living room, garage, housekeeper's room, outside toilet.

Conditions of sale:

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

2. The purchaser shall pay a deposit of 10% (ten 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 15,75% per annum against transfer to be secured by a bank guarantee to be approved by the Plaintiff's attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, as well as at the office of Property Mart Auctioneers, First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove.

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

Mr 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. BCooper/JD/B05095, c/o Trollip, Cowling & Janeke, Market Buildings, 610 Voortrekker Street, Brakpan, 1540.

Case No. 95/7044

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

In the matter between **ALLIED BANK,** Plaintiff, and **GERHARDUS CORNELIUS VAN DER WESTHUIZEN,** First Defendant, **MARIA MAGDALENA VAN DER WESTHUIZEN,** Second Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution, the undermentioned property will be sold in execution by Property Mart Auctioneers, duly authorised thereto, on Wednesday, the **21st February 1996 at 09:00**, at the premises situated at 1 Biggs Avenue, Brakpan North, Brakpan, to the highest bidder:

Certain Erf 271, Brakpan North Township, Registration Division IR, Transvaal, also known as 1 Biggs Avenue, Brakpan North, Brakpan, measuring 1 467 square metres, held by Deed of Transfer No. T 23564/1990.

Improvements: The following improvements on the property are reported, though in this regard nothing is guaranteed: Brick building with tiled roof, with 3 bedrooms, 2 bathrooms plus shower plus toilet, diningroom, lounge, kitchen, zozo hut, garage, housekeeper's room, outside toilet, swimming pool, and fenced with 50% pre-cast walling and 50% wire.

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 15,75% per annum against transfer to be secured by a bank guarantee to be approved by the Plaintiff's attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, as well as at the office of Property Mart Auctioneers, First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove.

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

Mr 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. BCooper/JD/B23995, c/o Trollip, Cowling & Janeke, Market Building, 610 Voortrekker Road, Brakpan, 1540.

Saaknommer 130/92

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **DIE STANDARD BANK VAN S A BPK.,** Eiser, en **FRANS FISCO MTHOMBENI,** Verweerder

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n verstek vonnis wat in bogemelde Hof op 25 Februarie 1992 toegestaan is, verkoop word op **29 Februarie 1996 om 10:00** te die Landdroskantoor, Ekangala, in eksekusie, ooreenkomstig die Verkoopsvoorwaardes wat ter insae lê by die Baljukantoor te Ekangala vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Erf 3457 D, geleë in die dorpsgebied Ekangala in die distrik Ekangala, groot 190 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 bekendgemaak 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 belastings, heffings, ens. op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

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

Geo Kilian; vir Geo Kilian Prokureurs, Krugerstraat 55, Bronkhorstspruit, 1020. (Verw. mnr. Kilian/mvt/Bank 185.)

Saak No. 95/16413

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA BANK BEPERK,** Eiser, en **MKUMBUZI, WALTER PIKISAYI,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Kantoor No. 9, Elna Randhof, h/v Selkirk & Blairgowrielane, Randburg, op die **20ste dag van Februarie 1996 om 10:00** van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Eenhid No. 1, Key Largo, soos getoon en meer volledig beskryf in Deelplan SS25/93 en ook bekend as Woonstel No. 1, Key Largo, Kasperweg 19, Malanshof, Randburg, grootte 67 m^2 (Ses Sewe) vierkante meter, asook die eksklusiewe gebruik van die area soos beskryf as parkeerarea No. P1, groot, 13 m^2 in omtrek, wat deel vorm van die woonarea van die bovermelde skema.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou:* Ingangsportaal, sitkamer, eetkamer, 2 slaapkamers, badkamer/toilet, kombuis. *Buitegeboue:* Motorafdak. *Konstruktueer:* Baksteen met teël.

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

Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word: 5% (Vyf Persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000,00 (Twintig Duisend Rand) en daarna 3% (Drie persent) tot 'n maksimum fooi van R6 000,00 (Sesduisend Rand). Minimum fooie R100,00 (Eenhonderd Rand).

Gedateer te Johannesburg op hede die 18de dag van Januarie 1996.

Rossouws Prokureurs, Eiser se Prokureurs, 9de Verdieping, Atkinson Huis, Eloff en Albertstrate, Johannesburg; Posbus 1588. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8333E.)

Saak No. 95/23741

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA BANK Beperk** (United Bank Divisie), Eiser, en **LOMBARD, GERT JOHANNES ANDRIES,** 1ste Verweerder, **LOMBARD, G. W.,** 2de Verweerder, en **LOMBARD, H. J. A.,** 3de Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Marshallstraat 131, Johannesburg, op die **22ste dag van Februarie 1996 om 10:00** van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 279, Newlands (Jhb) Dorpsgebied, Registrasie Afdeling I.Q., Gauteng Provinsie, en ook bekend as Tiende Straat 15, Newlands, grootte 248m^2 (Twee Vier Agt) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou:* Sitkamer, eetkamer, 2 slaapkamers, badkamer/toilet, kombuis. *Buitegeboue:* Geen. *Konstruktueer:* Baksteen met teël.

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

Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word: 5% (Vyf Persent) op die opbrengs van die verkoping tot 'n bedrag van R20 000,00 (Twintig Duisend Rand) en daarna 3% (Drie persent) tot 'n maksimum fooi van R6 000,00 (Sesduisend Rand). Minimum fooie R100,00 (Eenhonderd Rand).

Gedateer te Johannesburg op hede die 17de dag van Januarie 1996.

Rossouws Prokureurs, Eiser se Prokureurs, 9de Verdieping, Atkinson Huis, Eloff en Albertstrate, Johannesburg; Posbus 1588. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8455E.)

Case No. 25304/95
PH 388

SALE IN EXECUTION

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **MZILENI: ARTHUR,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, at **10:00** on Thursday **22 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 15 and its undivided share in the common property in the Delft Court Sectional Title Scheme, area 69 (sixty-nine) square metres, situation Unit 15 (Flat 42), Delft Court, Olivia Street, Berea.

Improvements (not guaranteed): A sectional title flat consisting of 1½ bedrooms, bathroom, kitchen with carport.

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

Dated at Johannesburg on 17 January 1996.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. Tel. 331-8535. Ref. ForeclosuresZ849.

Case No. 24527/95
PH 388

SALE IN EXECUTION

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **THOMAS: HILTON BRYAN,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, at **10:00** on Thursday **22 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 1213, Winchester Hills Extension 3 Township, Registration Division I.R., the Province of Gauteng, area 1 171 (one thousand one hundred and seventy-one) square metres, situation 57 Leadwood Street, Winchester Hills Ext 3.

Improvements (not guaranteed): A house consisting of 3 bedrooms, 2 bathrooms, kitchen with lounge.

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

Dated at Johannesburg on 17 January 1996.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. Tel. 331-8535. Ref. ForeclosuresZ826.

Case No. 01108/1994
PH 388

SALE IN EXECUTION

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **DE WINNAAR: JAN RENIER,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, at **10:00** on Thursday **22 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 2387, Newlands (Jhb) Township, Registration Division the Province of Gauteng, area 455 (four hundred and fifty-five) square metres, situation 106 Anzac Street, Newlands, Johannesburg.

Improvements (not guaranteed): A house under iron roof consisting of 4 bedrooms, bathroom, kitchen, lounge, garage, servant's quarters with precast walls around property.

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

Dated at Johannesburg on 17 January 1996.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. Tel. 331-8535. Ref. ForeclosuresN141: NP9.

Case No. 16761/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **THE STANDARD BANK OF SA LTD,** Plaintiff, and **ELSA MARIA POTGIETER,** First Defendant, and **ANTONIE POTGIETER,** 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 office, President Kruger Street, Middelburg, on **Friday, 16 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:

Portion 1 of Erf 295, Middelburg Township, Registration Division JS, Transvaal (also known as 30A Mark Street, Middelburg, Transvaal), Measuring 1 115 (One Thousand One Hundred and Fifteen) square metres, held under Deed of Transport T4039/87, 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, dining room, kitchen, laundry, 3 bedrooms, bathroom/wc, wc, 1 garage, 1 carport and servant's room with 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 12th day of January 1996.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S1047/95.)

Case No. 13703/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, and **ZAKHELE GORDON CHAGANBU,** Defendant

A Sale in Execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Volksrust, on **Wednesday the 20th day of March, 1996 at 11:00:**

Property: All right title and interest to the leasehold in respect of Site 1374, in the Township of Vukuzakhe, Registration Division H S, Transvaal.

Improvements: Lounge, 2 bedrooms, bathroom, kitchen.

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

Full conditions of sale can be inspected at the Sheriff, Volksrust, Plot 7, Dry Stream, Charlestown, and will be read out prior to the Sale.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref. Mr B. du Plooy/LVDM/GT 2559.)

Case No. 16960/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, and **LESLIE MALESI PUPUMA,** 1st Defendant, and **LERATO MARY-ANNE PUPUMA,** 2nd 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 28th day of February, 1996 at 10:00:**

Property: Erf 110, Noordwyk Township, Registration Division J R, Transvaal, known as 110 Blombos Street, Noordwyk.

Improvements: Single storey: Lounge, diningroom, familyroom, 3 bedrooms, bathroom/shower/toilet, kitchen, garage, 2 carports, swimmingpool.

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

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.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref. Mr B. du Plooy/LVDM/GT2660.)

Case No. 13684/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, and **KHEHLA SALMON NGOBESE,** 1st Defendant, and **THEMBANI ANNA NGOBESE** 2nd Defendant

A Sale in Execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Volksrust, on **Wednesday, the 20th day of March, 1996 at 11:00:**

Property: All right title and interest to the leasehold in respect of Erf 1420, situated in the Township of Vukuzakhe, Registration Division H S, Transvaal.

Improvements: Lounge, 3 bedrooms, bathroom, sep. toilet, kitchen.

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

Full conditions of sale can be inspected at the Sheriff, Volksrust, Plot 7, Dry Stream, Charlestown, and will be read out prior to the Sale.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref. Mr B. du Plooy/LVDM/GT 2550.)

Case No. 13704/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, and **AARON LUKA LUKHELE,** Defendant

A Sale in Execution of the undermentioned property is to be held without reserve in front of the Magistrate on **Friday, the 15th day of March, 1996 at 10:00:**

Property: All right, title and interest to the leasehold in respect of Site 909, situated in the Town kwaZamokuhle Ext. 1, Registration Division I S, Transvaal.

Improvements: Lounge, 2 bedrooms, bathroom, kitchen.

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

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.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref. Mr B. du Plooy/LVDM/GT 2556.)

Saak No. 83/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PHALABORWA GEHOU TE PHALABORWA

In die saak tussen **PHALABORWA OORGANGSRAAD,** Eiser, en **M. P. KHOZA,** Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie, sal die onderstaande eiendom verkoop word voor die Hofgebou van bostaande Hof om **10:00 op 23 Februarie 1996** sonder reserwe, en aan die hoogste bieder:

Erf 1157, Phalaborwa, Registrasie Afdeling LU, Noordelike Provinsie, groot 1 264 vierkante meter, gehou kragtens Akte van Transport T, en onderworpe aan die voorwaardes daarin vermeld.

Verbeterings (die korrektheid van die inligting en die verbeterings word nie gewaarborg nie): Drieslaapkamer steenhuis onder teëldak met badkamer, kombuis, sitkamer en eetkamer. Buitegeboue bestaan uit bediendekamer en toilet.

Die vernaamste verkoopsvoorwaardes van die verkoping is:

1. Tensy reëlings voor die verkoping met die Eiser getref is, sal die Koper 'n deposito van 10% (Tien Percentum) van die koopprys, of R1 000,00 (Eenduisend Rand), watookal die meeste is, onmiddellik na die verkoping, in kontant betaal en vir die balans en rente, moet die Koper die Balju binne 21 (Een en Twintig) dae na datum van verkoping, van 'n goedgekeurde Bank of Bouvereniging waarborg voorsien.

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 verkoopvoorwaardes wat vir insae by die kantoor van die Balju lê, sal onmiddellik voor die verkoping, uitgelees word.

Gedateer te Phalaborwa op hierdie 16de dag van Januarie 1996.

P. C. Kuun, vir Coetzee & Van der Merwe, Tovancogebou, Posbus 217, Phalaborwa, 1390. [Tel. (01524) 3365/6/7.) (Verw. mnr. Kuun/rh.)

Saaknommer 1297/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WESTONARIA GEHOU TE WESTONARIA

In die saak tussen **STANDARD BANK,** Eiser, en **K. C. ERASMUS,** Verweerder

Ingevolge vonnis in die Landdroshof van Westonaria, distrik Westonaria, en lasbrief vir Geregtelike Verkoping gedateer 4 Julie 1995, sal die ondervermelde eiendom op **23 Februarie 1996 om 10:00,** te die kantoor van die Balju, Edwardslaan 50, Westonaria, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 3236, Westonaria Uitbreiding 6 Dorpsgebied, Registrasie Afdeling I.Q., Transvaal, groot 1 238 vierkante meter, gehou kragtens Akte van Transport No. 14643/1989 met verbeterings bekend as 1 × buitekamer; 1 × toilet bestaande uit baksteen en sink.

Voorwaardes van verkoping:

1. Die eiendom sal verkoop word sonder reserwe en aan die hoogste bieder en die verkoping sal onderworpe wees aan die reëls en regulasies van die Wet op Landdroshowe en die Titelakte insovêr dit toepaslik is.

2. Die koopprys sal betaalbaar wees teen 10% (tien per centum) daarvan tydens die verkoping, tensy anders ooreengekom tussen die Eiser en die Balju, en die onbetaalde balans tesame met rente op die volle bedrag van die Eiser se eis teen 24,25% per jaar tot datum van betaling, sal betaalbaar wees of verseker word deur 'n goedgekeurde Bank- of Bouverenigingwaarborg binne 14 (veertien) dae vanaf die datum van verkoping.

3. Volle besonderhede van die verkoopsvoorwaardes sal ter insae lê by die kantoor van die Balju te Westonaria en sal deur hom uitgelees word by die aanvang van die verkoping.

A. P. van Wyk, vir Truter Crous Wiggill & Vos, Truvosgebou, Briggsstraat 88, Westonaria. (Tel. 753-1188/9/0.) (Verw. APW/CC/Z01302/S23.)

Saaknommer 1066/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BETHAL GEHOU TE BETHAL

In die saak tussen **ABSA BANK BEPERK,** Eiser, en **H. W. D. STEINMANN,** Verweerder

Ingevolge die Vonnis in bogenoemde Agbare Hof verkry op die 12de dag van Augustus 1994 en 'n Lasbrief vir Eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op die **23ste dag van Februarie 1996 om 11:00** te die Landdroskantoor, Kamer 83, Bethal, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping, welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Gedeelte 1, Erf 173, geleë in die dorp Bethal, Registrasie Afdeling I.S., Oos-Transvaal, groot 1 427 vierkante meter, gehou kragtens Transportakte No. T45314/90.

Adres: Markstraat 6A, Bethal.

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

C. J. van der Merwe, vir Lou van der Merwe Prokureurs, Prokureurs vir eiser, Proteagebou, Markstraat, Bethal.

Saaknommer 14092/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **STANDARD BANK VAN SA BEPERK** (62/00738/06), Eiser, en **NYAMBENI WILSON MUDAU,** Eerste Verweerder, en **MASHUDU LIZZY MUDAU,** Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n Lasbrief vir Eksekusie word die volgende eiendom in eksekusie verkoop op **Woensdag, 21 Februarie 1996 om 11:00** deur die Balju vir die Hooggeregshof, Hoëveldrif, gehou op die perseël te Hangklipstraat 10, Secunda, Uitbreiding 10, Secunda, aan die hoogste bieder:

Erf 4620, Secunda Uitbreiding 10 Dorpsgebied, Registrasie Afdeling IS, Transvaal, groot 896 vierkante meter, gehou kragtens Akte van Transport T13178/95.

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

Straatadres: Hangklipstraat 10, Secunda Uitb. 10, Secunda.

Verbeterings: Woonhuis met teëldak, ingangsportaal, sitkamer, eetkamer, familiekamer, kombuis, 3 slaapkamers, 1 badkamer met stort en toilet, 1 aparte toilet, 1 garage, 1 motorafdak, huishulpkamer, buite toilet, swembad met lapa en voorafvervaardigde omheining.

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.

Verkoopvoorwaardes: Dit lê ter insae by die Kantoor van die Balju vir die Hooggeregshof: Hoëveldrif te Pennsylvaniaweg 13, Evander.

Gedateer te Pretoria hierdie 15de dag van Januarie 1996.

Haasbroek en Boezaart Ing., Eiser se Prokureurs, 2de Vloer, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/Z9561/95/BVDM.)

Saak No. 15441/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **STANDARD BANK VAN SA BEPERK** (62/00738/06), Eiser, en **SHIRLEY ANN BEATON,** ID. 3305210028080, Eerste Verweerderes, en **DONALD DENVILLE BEATON,** ID. 3305085035004, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, **23 Februarie 1996 om 08:30** deur die Balju vir die Hooggeregshof, Brits, gehou te die Balju se kantoor, Theogebou, Murraylaan 42, Brits, aan die hoogste bieder:

Erf 110, Kosmos-dorpsgebied, Registrasie Afdeling JQ, Transvaal, groot 744 vierkante meter gehou kragtens Akte van Transport T20924/91.

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

Straatadres: Abram Cilliersstraat 113, Kosmos, Brits.

Verbeterings: Woonhuis met teëldak, ingangsportaal, sitkamer, eetkamer, studeerkamer, kombuis, waskamer, 4 slaapkamers, 2 badkamers met toilette, 1 aparte toilet, 1 garage, 2 motorafdakke, buite toilet met badkamer, 2 buitekamers, steenmure en steenplaveisel.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopsvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Brits te die Balju se kantoor, Theogebou, Murraylaan 42, Brits.

Gedateer te Pretoria hierdie 12de dag van Januarie 1996.

Haasbroek en Boezaart Ing., Eiser se Prokureurs, 2de Vloer, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. V Rensburg/Z9570/95/BVDM.)

Saak No. 4467/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **NBS BANK BEPERK,** Eiser, en **THAMSANQA ELIAS & MOSADING VICTORIA MASINA,** Verweerder

Ingevolge die uitspraak van die Landdros van Middelburg, Transvaal en lasbrief tot geregtelike verkoping gedateer 22 September 1994 sal die ondervermelde eiendom op **15 Maart 1996 om 10:00** te Landdroshof, Middelburg:

Sekere Erf 385, Mhluzi-dorpsgebied, Middelburg, Registrasie Afdeling JS, Transvaal, grootte 275 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL40202/87.

Verband: BL48804/87.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Prokureur vir die Eiser, asook die Balju, Middelburg, gesien word.

Datum: 12 Januarie 1996.

G. J. Krüger, vir A. T. Verster, Prokureur vir die Eiser, Posbus 414, Middelburg, 1050. [Tel. (013) 243-1033/2/4/5/7.] (Verw. mnr. Krüger/ej/CNB318.)

Saak No. 967/95

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **NBS BANK BEPERK,** Eiser, en **SOCRATIS ORPHANOS INVESTMENTS BK** CK90/04633/23, 1ste Verweerder

Ingevolge die uitspraak van die Landdros van Middelburg, Transvaal en lasbrief tot geregtelike verkoping gedateer 29 Maart 1995 sal die ondervermelde eiendom op **15 Maart 1996 om 10:00** te Landdroskantoor, Middelburg:

Erf: Gedeelte 2 van Erf 477, geleë in die dorpsgebied van Middelburg, Registrasie Afdeling J.S., provinsie Oos-Transvaal, groot 2 843 vierkante meter, gehou kragtens Akte van Transport T12220/79, Verband No.: B81366/93, beter bekend as Jan van Riebeeckstraat 235, Middelburg.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die prokureur vir die Eiser, asook die Balju, Middelburg, gesien word.

Datum: 12 Januarie 1996.

G. J. Krüger, vir A. T. Verster, Prokureur vir Eiser, Laverstraat 9A, Posbus 414, Middelburg, 1050. [Tel. (013) 243-1033/2/4/5/7.] (Verw. mnr. Verster/Erika/CNB316.)

Saak No. 6401/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **STADSRAAD VAN WITBANK,** Eksekusieskuldeiser, en **T. McNALLY,** 1ste Eksekusieskuldenaar, **B. McNALLY,** 2de Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 18 Augustus 1995 toegestaan is, op 16 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 Gedeelte 16 van Erf 1537, Del Judor, Uitbreiding 22, Witbank; Registrasie Afdeling J S, Transvaal, groot 784 (sewe agt vier) vierkante meter.

Gehou: Gehou kragtens Akte van Transport No. 32881/1994.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

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

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

Saak No. 2401/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **ABSA BANK BPK,** handeldrywende as **TRUST BANK,** Eiser, en
WILLEM LODEWIKUS FOURIE NEL, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof te Krugersdorp, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te Erf 1896, Noordheuwel-uitbreiding 2, Krugersdorp, ook bekend as Sneeuberglaan 20, Noordheuwel, Krugersdorp, op **21 Februarie 1996 om 12:00** van die ondergemelde eiendom van die Verweerder en die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping welke voorwaardes by die kantore van Westvaal Afslaers, 2de Vloer, Wesrandgebou, Humanstraat 43, Krugersdorp, voor die verkoping ter insae sal lê:

Ook bekend as Sneeuberglaan 20, Noordheuwel, Krugersdorp.

Erf: Erf 1896, Noordheuwel-uitbreiding 2, Krugersdorp, groot 1 195 (eenduisend eenhonderd vyf-en-negentig) vierkante meter.

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

Verbeterings: Sitkamer, eetkamer, 2 badkamers, 3 slaapkamers, gang, kombuis, waskamer, dubbel motorhuis.

Terme: 10% (tien persent) van die koopprys in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport met 'n bank of bougenootskap of ander aanneembare waarborg binne veertien (14) dae vanaf datum van verkoping verskaf word. Indien 'n afslaer in diens geneem is soos in Reël 43 (9) bepaal, kommissie in die bedrag van 5% op die opbrengs van die verkoping, betaalbaar deur die koper, tot 'n prys van R20 000,00 en daarna 3% tot 'n maksimum van R6 000,00, met 'n minimum van R200,00.

Gedateer te Krugersdorp op hede die 4de dag van Januarie 1996.

K. F. du Plessis, vir Karel du Plessis & Heidtmann, 2de Vloer, Wesrandgebou, Humanstraat 43, Posbus 616, Krugersdorp. (Tel. 953-1830/1/2/3.) (Verw. mev. V.d. Merwe/cb/B12355/ZN0124.)

Saak No. 6815/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **STADSRAAD VAN WITBANK,** Eksekusieskuldeiser, en **H. M. S. Erasmus,** Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 17 Julie 1995 toegestaan is, op **16 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 693, geleë in die dorpsgebied Clewer, Witbank, Registrasie Afdeling J S, Transvaal, groot 1 237 (een twee drie sewe) vierkante meter.

Gehou: Gehou kragtens Akte van Transport No. 73310/1992.

Straatadres: Erf 693, Clewer, Witbank.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 3de dag van Januarie 1996.

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

Case No. 12979/95
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **COETZEE: HENDRIK SCHALK,** 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, Block D, 1st Floor, Lochner Park, c/o Richards Drive & Futtie Street, Halfway House at **14:30 on Wednesday 21 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 Portion 3, Holding 172, Glen Austin Agricultural Holdings, Registration Division J.R., the Province of Pretoria — Witwatersrand — Vereeniging, area 9 651 (nine thousand six hundred and fifty-one) square metres, situation 172/3 Dale Road, Glen Austin.

Improvements (not guaranteed): "A house under tile roof consisting of 4 bedrooms, 2 bathrooms, kitchen, lounge, dining-room, study and family room with 3 garages."

Terms: 10% of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other exceptable guarantee to be 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. ForeclosuresZ617.)

Case No. 95/10551
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **DIGASHU: LESIBANA SAMUEL,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 22B Klaburn Court, c/o Ockerse & Rissik Street, Krugersdorp at **10:00 on Wednesday 21 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 13621, Kagiso Extension 8 Township, Registration Division I.Q., Province of Pretoria — Witwatersrand — Vereeniging, area 375 (three hundred and seventy-five) square metres, situation 13621 Kagiso Extension 8, Krugersdorp.

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

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

Dated at Johannesburg on 4 January 1996.

F. R. J. Jansen, for Jansen — Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ518.)

Case 18985/95
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **DLAMINI: JOSEPH LOUIS,** First Defendant, **DLAMINI: DIKELEDI BEAUTY,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 40 Park Avenue, Randfontein at **10:00 on Friday 23 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 all the right, title and interest in the 99 year leasehold in respect of Erf 4898, Mohlakeng Extension 3 Township, Registration Division I.Q., Province of Pretoria — Witwatersrand — Vereeniging, area 268 (two hundred and sixty-eight) vierkante meter, situation Erf 4898, Mohlakeng Extension 3.

Improvements (not guaranteed): "A house under tile roof consisting of 2 bedrooms, bathroom, kitchen and lounge."

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

Dated at Johannesburg on 4 January 1996.

F. R. J. Jansen, for Jansen — Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ698.)

Saak No. 6193/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN WITBANK GEHOU TE WITBANK

In die saak tussen **STADSRAAD VAN WITBANK,** Eksekusieskuldeiser, en **B J OOSTHUIZEN,** 1ste Eksekusieskuldenaar, en **H I OOSTHUIZEN,** 2de Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 7 September 1995 toegestaan is, op **16 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 1368, Geleë in die dorpsgebied van Uitbreiding 8, Witbank; Registrasie Afdeling J S Transvaal, groot 991 (nege nege een) vierkante meter, gehou kragtens Akte van Transport T2808/1989).

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word "voetstoots" verkoop.

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

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

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

Saak No. 42747/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **PRETORIUM TRUST,** Eiser, en **MEV A M VAN RENSBURG,** Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n Lasbrief tot eksekusie gedateer 7de Desember 1994, sal hierdie ondervermelde eiendom geregtelik verkoop word op **27 ste Februarie 1996 om 10:00** voormiddag, te N G Sinodale Sentrum, Visagie straat 234, Pretoria aan die persoon wie die hoogste bod maak:

Gedeelte 7 van erf 125, Jan Niemandpark, Registrasie Afdeling J R Transvaal gehou kragtens akte van Transport nr T 7402/1994, geleë te Swaanstraat 222, East Lynne.

Die volgende verbeterings is op die eiendom aangebring maar word nie gewaarborg nie:

Woning bestaan uit 2 slaapkamers, sitkamer, toilet, badkamer, kombuis met motorafdak.

Die eiendom word met 'n reserwe prys aan die hoogste bieder verkoop. 'n Deposito van 10% word vereis en die balans by wyse van 'n bank- of bouvereniging waarborg binne veertien (14) dae vanaf datum van die verkoping. Volledige verkoopsvoorwaardes sal voor die verkoping afgelees word en is ter insae beskikbaar by die Balju Noord Oos se kantore.

Geteken te Pretoria op hede die 10de dag van Januarie 1996.

J. A. van Zyl, vir Van Zyl Le Roux & Hurter Ing., 2de Vloer, Kerkplein 38, Kerkplein, Pretoria. (Tel. 21-9231.) (Verw. Mnr J. A. van Zyl/HKNOX.)

Saak No. 9565/95

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 **MEV RYKIE VAN AARDE n.o.** in haar hoedanigheid as Eksekuteur in die boedel van Wyle **HENDRIK BORAND HERMANUS VAN AARDE,** 1st 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 Donderdag die **29ste dag van Februarie 1996 om 10:00** by die kantore van die Balju, Parkstraat 8, Kempton Park verkoop word per publieke veiling aan die hoogste bieder op die verkoopsvoorwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopswaardes nagegaan kan word te die Balju Kantore, Parkstraat 8, Kempton Park.

Erf 575, Kempton Park-Wes Dorpsgebied, Registrasie Afdeling I R Transvaal, groot 620 vierkante meter, ook bekend as Handelstraat 70, Kempton Park-Wes, Kempton Park, gehou onder Akte van Transport T 65501/91.

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

Verbeterings: 1 sitkamer, 1 badkamer, 1 eetkamer, 1 toilet, 3 slaapkamers, afdak, 1 kombuis, oprit, alles onder 'n sink 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 9de 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/LU1973.)

Saak No. 741/95

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 **MADIRE PATRICK MASHELA,** Eksekusieskuldenaar, **DEPILISI SALOME MASHELA,** Eksekusieskuldenaar

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

Erf: Gedeelte 49 soos beskryf in Deeltitel plan No. SS292/1991 in die skema bekend as Eged House ten opsigte van die grond en gebou of geboue geleë te Erf 2673, Kempton Park Dorpsgebied, Plaaslike Owerheid, Kempton Park Stadsraad, Registrasie Afdeling IR, Transvaal, groot 44 vierkante meter, bekend as 49C Eget House, Longstraat, Kempton Park, gehou onder Titelakte ST41470/94, asook 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema toegedeel aan die genoemde deel in ooreenstemming met die deelnemingskwota soos getoon op die genoemde deelplan, asook 'n uitsluitlike gebruiksgebied beskryf as parkering P49 groot 14 vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom bevattende die grond en die skema bekend as Eged house ten opsigte van die grond en gebou of geboue geleë te Erf 2673, Kempton Park dorpsgebied, Plaaslike Owerheid Kempton Park Stadraad, soos getoon en vollediger beskryf op Deelplan SS292/91, gehou kragtens Notariële Akte van Sessie SK3158/94S.

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

Verbeterings: 1 sitkamer, 1 badkamer, 1 toilet, 1 slaapkamer, 1 kombuis, motorafdak.

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 10de dag van Januarie 1996.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1762.)

Saak No. 8013/95

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 **COLLEEN DAWN OPPERMAN,** 1ste Eksekusieskuldenaar

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

Erf 618, Clayville X7 Dorpsgebied, Registrasie Afdeling I R Transvaal, groot 1 308 vierkante meter, ook bekend as Majorlaan 42, Olifantsfontein, Kempton Park gehu onder Akte van Transport T34113/94.

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

Verbeterings: 1 sitkamer, 1 eetkamer, 1 familie/tv-kamer, 1 kombuis, 4 slaapkamers, 2 badkamers, dubbele motorhuis, 1 buitekamer met toilet, alles onder 'n sinkdak 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, Myrtlegebou, Tweede Verdieping, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1910.)

Saak No. 95/21819

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA BANK BEPERK,** Eiser, en **VAN WARMELO, ASTRID DIANA,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak en 'n Lasbrief tot Uitwinning uitgereik op 31 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 **22ste 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 22 in die skema bekend as Park Lane, Berea Dorpsgebied, groot 69 vierkant meter, gehou kragtens Sertifikaat van Geregistreerde Deeltitel No. ST145/84(22)(UNIT).

Beskrywing: 'n Woonstel geleë te Park Lane No. 23, h/v Fife & Abelweg, Berea en bestaande uit ingang, sitkamer, eetkamer, twee slaapkamers, badkamer en kombuis.

Terme: Tien persent (10%) van die Koopprys 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 15de dag van Januarie 1996.

Scholtz & Botha, Eiser se Prokureurs, 9de Vloer, North State Gebou, hoek van Mark & Kruisstrate, Johannesburg. (Tel. 472-1318.) (Verw. mnr. Scholtz/vb/CU0051.) (Balju/Afslaer se Tel. 331-9847.)

Saak No. 95/21816

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA BANK BEPERK,** Eiser, en **LONTOS, ANTONIOS,** Eerste Verweerder, **LONTOS, LINDA,** Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak en 'n Lasbrief tot Uitwinning uitgereik op 31 Oktober 1995, sal 'n verkoping van onroerende eiendom gehou word te die Verkoopslokaal van die Balju van die Hooggeregshof, Johannesburg-Oos te Marshallstraat 131, Johannesburg, op die **22ste 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 Erf 7681 Kensington Dorpsgebied, Registrasie Afdeling I.R. Transvaal, groot 837 vierkante meter, gehou kragtens Akte van Transport Nr. T26056/1991.

Beskrywing: 'n Huis geleë te Goodhopestraat 32, Kensington en bestaande uit ingang, sitkamer, eetkamer, drie slaapkamers, twee badkamers en kombuis. Dubbel motorhuis, bediendekamer en toilet.

Terme: Tien persent (10%) van die Koopprys 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 15de dag van Januarie 1996.

Scholtz & Botha, Eiser se Prokureurs, 9de Vloer, North State Gebou, hoek van Mark & Kruisstrate, Johannesburg. (Tel. 472-1318.) (Verw. mnr. Scholtz/vb/CU0109.) (Balju/Afslaer se Tel. 331-9847.)

Saaknommer 1396/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **STANDARD BANK VAN SA BEPERK** (62/00738/06), Eiser, en **TENJU JOHANNES DWANGO**, Eerste Verweerder, **ANNA DWANGO**, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n Lasbrief vir Eksekusie word die volgende eiendom in eksekusie verkoop op **Vrydag, 23 Februarie 1996 om 11:00** deur die Balju vir die Hooggeregshof, Wonderboom, gehou te die Balju se kantore, Gedeelte 83, De Onderstepoort, (net Noord van die Sasko Meule) Ou Warmbadpad, Bon Accord, Pretoria, Gauteng, aan die hoogste bieder:

Erf 22385, in die dorpsgebied Mamelodi Uitb. 4, Registrasie Afdeling JR, Transvaal, groot 301 vierkante meter, gehou kragtens Akte van Transport TL9915/93.

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

Straatadres: Erf 22385 Mamelodi Uitbreiding 4, Pretoria.

Verbeterings: Teëldakwoonhuis met sitkamer, kombuis, 2 slaapkamers en badkamer met toilet.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

Terme: 10% (Tien persent) van die koopprys in kontant betaalbaar onmiddellik na die afloop van die verkoping en die balans moet binne 14 dae na die datum van die verkoping verseker word by wyse van 'n bank- of bouvereningingwaarborg 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, Wonderboom, Gedeelte 83, De Onderstepoort (net Noord van Sasko Meule), Ou Warmbadpad, Bon Accord, Pretoria.

Gedateer te Pretoria hierdie 15de dag van Januarie 1996.

Haasbroek en Boezaart Ing., Eiser se Prokureurs, 2de Vloer, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/Z9021/94/BVDM.)

Saaknommer 15444/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **STANDARD BANK VAN SA BEPERK** (62/00738/06), Eiser, en **MALATSI ONICA LEBOHO**, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n Lasbrief vir Eksekusie word die volgende eiendom in eksekusie verkoop op **Vrydag, 23 Februarie 1996 om 10:00** deur die Balju vir die Hooggeregshof, Thabamoopo, gehou te die Landdroskantore, Lebowakgomo, aan die hoogste bieder:

Eenheid No. B2544, Lebowakgomo Dorpsgebied, groot 375 vierkante meter, gehou kragtens Grondbrief No. 1533/88.

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

Straatadres: 2544 Lebowakgomo, Eenheid B, Lebowakgomo.

Verbeterings: Teëldakwoonhuis met sitkamer, kombuis, 3 slaapkamers met badkamer en toilet.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

Terme: 10% (Tien persent) van die koopprys in kontant betaalbaar onmiddellik na die afloop van die verkoping en die balans moet binne 14 dae na die datum van die verkoping verseker word by wyse van 'n bank- of bouvereningingwaarborg 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, Thabamoopo, No. 2304, Unit A, Lebowakgomo.

Gedateer te Pretoria hierdie 15de dag van Januarie 1996.

Haasbroek en Boezaart Ing., Eiser se Prokureurs, 2de Vloer, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/Z9568/95/BVDM.)

Case No. 95/27339
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 **RAMPHOMANE, ANGELINE ELIZABETH,** 1st Execution Debtor, and **GUMBI, THANDABANTU AMOS,** 2nd Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's Office, Dobsonville on **23 February, 1996 at 10:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Dobsonville's office, 182 Progress Road, Technicon, Roodepoort prior to the sale:

Certain Erf 11262 situated in the Township of Dobsonville Extension 2, Registration Division I.Q. Transvaal; being 11262, Dobsonville Extension 2, measuring 232 (two hundred and thirty-two) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge, 3 bedrooms, 1 bathroom.

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

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

Dated at Johannesburg this 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.293.)

Case No. 95/10578
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 **OHLINGER, CLYNTON WAYNE,** 1st Execution Debtor, and **OHLINGER, JUNITA,** 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, Roodepoort, on the **23 February, 1996 at 10:00**, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 1248 situated in the Township of Wilgeheuwel Extension 6, Registration Division I.Q. Transvaal; being 1248, Seeduif Street, Wilgeheuwel Extension 6, Roodepoort, measuring 500 (five 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, separate toilet and shower, dressing room, 3 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 sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Johannesburg this 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/O.78.)

Case No. 25902/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **GERALD ANTHONY NORTJE,** 1st Defendant, and **NICOLENE NORTJE,** 2nd Defendant

Notice is hereby given that on the **20 February 1996, at 10:00** the undermentioned property will be sold by Public Auction at the Sheriff's Offices, 1st Floor, Terrace Building, Eaton Terrace, New Redruth, Alberton, pursuant to a Judgment in this matter granted by the above Honourable Court on 12 December 1995, namely:

Certain: A unit consisting of Section Number 6, as shown and more fully described on Sectional Plan No. SS105/1995 in the scheme known as Panorama Place in respect of the land and building or buildings situated at Alberton Township, Transitional Local Council of Alberton, of which section the floor area, according to the said sectional plan is 79 (seventy-nine) square metres in extent and an undivided share in the common property, situated at 2 Panorama Place, corner of 2nd Avenue and Louis Trichardt Street, Alberton.

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, dining room and outbuildings comprised of carport.

The full Conditions of Sale may be inspected at the offices of the Sheriff, 1st Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton.

Dated at Boksburg on this the 11 January 1996.

Tuckers, 2nd Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H08019.)

Case No. 20945/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, **HENRY JANSEN POTGIETER,** 1st Defendant, and **DEBORA CAROL POTGIETER,** 2nd Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at Portion 5 of Erf 4757, situated in the Township Witbank Extension on Friday, the **8th day of March 1996 at 11:00**:

Full conditions of sale can be inspected at the Sheriff Witbank at 3 Rhodes Street, Witbank, and will be read out prior to the sale.

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

Property: Portion 5 of Erf 4757, situated in the Township Witbank Extension, Registration Division JS Transvaal, known as 15 Lukin Street, Witbank Extension.

Improvements: Single storey, 3 bedrooms, kitchen, bathroom, lounge, diningroom, garage outside toilet.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref. Mr B. du Plooy/LVDM/GT2764.)

Saak No. 1808/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PHALABORWA GEHOU TE PHALABORWA

In die saak tussen **ABSA BANK BEPERK (UNITED DIVISIE),** Eiser, en **E. E. & R. N. SHIBAMBU,** Verweerders

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie, sal die onderstaande eiendom verkoop word voor die Hofgebou en bostaande Hof om **10:00 op 23 Februarie 1996** sonder reserwe, en aan die hoogste bieder:

Erf 2445, Phalaborwa Uitbreiding 8, Registrasie Afdeling LU Noordelike Provinsie, groot 1 450 vierkante meter, gehou kragtens Akte van Transport T24490/94 en onderworpe aan die voorwaardes daarin vermeld.

Verbeterings: (die korrektheid van die inligting en die verbeterings word nie gewaarborg nie). Drieslaapkamer steenhuis onder teëldak met twee badkamers, kombuis, sitkamer en eetkamer. Buitegeboue bestaan uit bediendekamer en toilet.

Die vernaamste verkoopsvoorwaardes van die verkoping is:

1. Tensy reëlings voor die verkoping met die Eiser getref is, sal die Koper 'n depsito van 10% (tien percentum) van die koopprys, of R1 000,00 (Eenduisend Rand), wat ookal die meeste is, onmiddellik na die verkoping, in kontant betaal en vir die balans en rente, moet die Koper die Balju binne 21 (een-en-twintig) dae na datum van verkoping, van 'n goedgekeurde bank of bouvereniging waarborg voorsien.

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 voowaardes van die Titelakte

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

Gedateer te Phalaborwa op hierdie 9de dag van Januarie 1996.

P. C. Kuun, vir Coetzee & Van der Merwe, Tovancogebou 4, Palmlaan 20, Posbus 217, Phalaborwa, 1390. [Tel. (01524) 3365/6/7.] (Verw. Mnr. Kuun/rh.)

Saak No. 15707/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **ALLIED BOUVERENIGING BEPERK,** Eiser, en **SIPINO HERBERT STETYANA** (1e Verw) en **MARGARET STETYANA,** (2e Verw)

Ingevolge uitspraak van die Landdros van Klerksdorp en Lasbrief vir Geregtelike Verkoping met datum 9 November 1995 sal die ondergemelde eiendom op **23 Februarie 1996 om 10:00** by die kantoor van die Balju, Kerkstraat, Sanlamgebou, Kamer 413, Klerksdorp, aan die hoogste bieër verkoop word, naamlik:

Erf 2031, Khuma, Registrasie Afdeling I.P., Noordwes-provinsie, groot 297 (tweehonderd sewe-en-negentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL35306/88.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieër, en die veiling sal onderworpe wees aan die voorwaardes van Artikel 66 van die Landdroshof Wet van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer, ABSA Bank Beperk (Allied Bank).

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

3. Die volgende verbeterings word beweer op die eiendom te wees: Woonhuis bestaande uit 3 slaapkamers, sitkamer, 1 badkamer, 1 toilet, kombuis.

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

Geteken te Klerksdorp hierdie 5e dag van Januarie 1996.

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

Saak No. 15708/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **ALLIED BOUVERENIGING BEPERK,** Eiser, en **GILINDODA GQOKWENI,** Eerste Verweerder, **NOPELEZA NACIBELA GQOKWENI,** Tweede Verweerder

Ingevolge uitspraak van die Landdros van Klerksdorp en Lasbrief vir Geregtelike Verkoping met datum 8 November 1995 sal die ondergemelde eiendom op **23 Februarie 1996 om 10:00** by die kantoor van die Balju, Kerkstraat, Sanlam Gebou, Kamer 413, Klerksdorp aan die hoogste bieër verkoop word, naamlik:

Erf 2710, Khuma, Registrasie Afdeling I.P., Noord-Wes Provinsie, groot 409 (vierhonderd en nege) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL81114/88.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieër, en die veiling sal onderworpe wees aan die voorwaardes van Artikel 66 van die Landdroshof Wet van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer, ABSA Bank Beperk (Allied Bank).

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

3. Die volgende verbeterings word beweer op die eiendom te wees: Woonhuis bestaande uit 3 slaapkamers, sitkamer, 1 badkamer, 1 toilet, kombuis.

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

Geteken te Klerksdorp hierdie 5de dag van Januarie 1996.

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

Saak 7926/94

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

In die saak tussen **RUMOLOPE BAKERY (PTY) LTD,** Eiser, en **S. M. MOLVER,** Verweerder

Ooreenkomstig 'n vonnis van die Landdros in die bogenoemde 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 Balju Kantoor, Ged. 83, De Onderstepoort, ou Warmbadpad, Bon Accord, per publieke veiling deur die Balju, Pretoria-Noord verkoop word:

Erf 1491, tesame met die verbeteringe of geboue daarop geleë in die Dorpsgebied van Chantelle Uitbr. 14 bekend as 25 Gazania Place, Chantelle Uitbr. 14 gehou kragtens Akte van Transport van Huurpag No. T72985/93, grootte 800 vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie). Losstaande baksteen en of sement woonhuis onder sinkdak bestaande uit: Drie slaapkamers, sitkamer, kombuis, eetkamer, twee badkamers, twee motorhuise en een buite-toilet.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

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

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

4. Verdere voorwaardes by Balju vir insae.

Geteken te Pretoria-Noord hierdie 11de dag van Januarie 1996.

H. C. Smalberger, vir Hack Stupel & Ross, HSR Gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. Smalberger/R25/20/cn.)

Saak No. 5383/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **Saambou Bank Beperk,** Eiser, en **Kapok Abraham Nuggett,** Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n Lasbrief vir eksekusie gedateer 25 September 1995 sal die Verweerder se Reg op Huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op **1 Maart 1996 om 10:00** by die Landdroskantoor Vanderbijlpark te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 3131, Evaton Wes Dorpsgebied, Registrasie Afdeling I.Q., Transvaal, groot 311 (driehonderd en elf) vierkante meter.

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

Verkoopsvoorwaardes:

1. Die reg sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van Art 66 van die Landdroshofwet Nr. 32 van 1944 soos gewysig en die regte van verbandhouers en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees soos volg:

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

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

Die volledige verkoopsvoorwaardes lê ter insae by die Balju-Landdroshof te Vanderbijlpark en by die eiser se Prokureurs en sal deur die Balju voor die verkoping uitgelees word.

3. Die eiendom word verkoop onderworpe aan die terme en titelvoorwaardes van die eiendom.

Geteken te Vanderbijlpark hierdie 11 dag van Januarie 1996.

Du Plessis & Pieterse, Prokureur vir Eiser, Calance House Nr. 1, President Krugerstraat, Vanderbijlpark.

Saaknommer 72797/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK—UNITED,** Eiser, en **MINA ELIZABETH DE BEER,** Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak en ter uitvoering van 'n Lasbrief vir Eksekusie, sal die Balju Pretoria-Sentraal op **96-02-27 om 10:00** die ondervermelde eiendom in eksekusie verkoop te NG Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieër.

Die eiendom wat aldus te koop aangebied word, staan bekend as Norcadia 209, Kerkstraat 739, Arcadia, en word omskryf as 'n Eenheid bestaande uit:

(a) Deel 19 soos getoon en vollediger beskryf op Deelplan SS 22/83 in die skema bekend as Norcadia ten opsigte van die gebou of geboue geleë te Erf 1142, Arcadia Dorpsgebied, Plaaslike Bestuur, Pretoria Metropolitaanse Sub-Struktuur, van welke deel die vloeroppervlakte volgens genoemde deelplan 88 vk meter is; en

(b) 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken.

Die eiendom bestaan na bewering uit 'n 2 slaapkamer woonstel in 'n gewilde omgewing, kombuis, badkamer, sit- en eetkamer, matte en novilon, motorafdak.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die balju, Messcor Huis, Margarethastraat 30, Pretoria-Sentraal.

Geteken te Pretoria hierdie 17de Januarie 1996.

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

Saaknommer 24415/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK—ALLIED**, Eiser, en **EVAN ANNE BOTHA,** Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 95-05-09 en ter uitvoering van 'n Lasbrief vir Eksekusie, sal die Balju Pretoria-Sentraal op **27-02-96 om 10:00** die ondervermelde eiendom in eksekusie verkoop te NG Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieër.

Die eiendom wat aldus te koop aangebied word, staan bekend as Arcadia Gardens 602, Pretoriusstraat 634, Arcadia, en word omskryf as:

Deel No. 27 soos getoon en vollediger beskryf op Deelplan SS.218/82 (die Deelplan) in die skema bekend as Arcadia Gardens ten opsigte van die grond en gebou of geboue geleë te Erf 1287, Arcadia Dorpsgebied, Registrasie Afdeling JR, Transvaal, Plaaslike Bestuur: Stadsraad van Pretoria; van welke deel die vloeroppervlakte volgens genoemde deelplan 105 (eenhonderd en vyf) vierkante meter groot is (die deel verbind) en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken (die Gemeenskaplike eiendom).

Gehou kragtens: Sertifikaat van Geregistreerde Deeltitel ST.218/82 (27) (Unit).

Die woonstel bestaan na bewering, maar sonder waarborg, uit 'n sitkamer, eetkamer, kombuis, 3 slaapkamers, 2 badkamers, teëls en volvloermatte, enkel motorhuis.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die balju, Messcor Huis, Margarethastraat 30, Pretoria-Sentraal.

Geteken te Pretoria hierdie 15de Januarie 1996.

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

Saak No. 69181/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **NBS BANK BEPERK**, Eiser, en **DIANE LANE HEIBERG,** Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n Lasbrief vir Eksekusie gedateer 9 Januarie 1996 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof Pretoria Oos te Fehrslaan Sentrum, 130B Strubenstraat, Pretoria aan die Hoogste bieer op **28 Februarie 1996 om 10:00.**

Gedeelte 2 van Erf 316, geleë in die Dorpsgebied Wapadrand Uitbreiding 3 Registrasie Afdeling JR, Provinsie van Gauteng, groot 382 (driehonderd twee-en-tagtig) vierkante meter (beter bekend as 18 Halterplek Wapadrand X3).

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Grasdakwoonhuis met 3 slaapkamers, 2 badkamers, sitkamer, eetkamer, kombuis, tv-kamer, ingangsportaal met dubbelmotorhuis en plaveisel.

3. *Terme:* 10% van die koopprys onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die eksekusielasbrief, en in die geval van enige ander preferente skuldeiser, teen die rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van 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 18 Januarie 1996.

S. E. Du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Vloer, Sanalamsentrum, Andriesstraat 252, Pretoria. (Verw. Mev Engels/JR58055.)

Case No. 97688/95

In the matter between **FIRST NATIONAL BANK OF S.A. LIMITED,** Plaintiff, and **DIRK WILLEM ZIETSMAN,** Defendant

In execution of a judgment of the Magistrate's Court for the District of Johannesburg in this suit, a sale without reserve will be held at the Office of the Sheriff of the Magistrate's Court, Roodepoort, 182 Progress Avenue, Technikon, Roodepoort, **at 10:00 on the 23 February 1996** of the undermentioned property of the Defendant on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the Office of the Sheriff of the Magistrate's Court, prior to the sale:

Certain Erf 52, Delarey Township, area 992 (nine hundred and ninety-two) square metres, situation 5 Third Street, Delarey, Florida.

Improvements (not guaranteed): Lounge, dining room, family room, study, 2½ bathrooms, 4 bedrooms, passage, kitchen, servant's quarters, single garage.

Terms: 5% of the purchase price in cash on the day of the sale; balance and interest thereon at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% on the proceeds of the sale up to a price of R20 000,00 and therafter at 3% to a maximum fee of R6 000,00 and a minimum of R200,00.

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

Norton-Lambrianos, Plaintiff's Attorney, c/o Document Exchange, DX 436, 1st Floor, The Markade, 84 President Street, Johannesburg. (Tel. 886-3433.) (Ref. Mr Lambrianos/f2650/ad.)

Saak No. 2357/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **SAAMBOU BANK BEPERK,** Eiser, en **HENRY BONGANI KUBHEKA/BOEDEL WYLE NCANE EMILY KUBHEKA,** Verweerder

Ter uitwinning van 'n Vonnis van die Landdroshof vir die distrik van Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word deur die Balju by die Kantoor van die Balju, Landdroshof Vereeniging, te 41A Beaconsfieldlaan, Vereeniging op die **13 Maart 1996 om 10:00:**

Erf 1644, Lakeside Dorpsgebied, Registrasie Afdeling IQ Transvaal, groot 216 vierkante meter, gehou kragtens Akte van Transport TL52556/1990.

Verbeterings: 'n Twee slaapkamer sinkdak woning met geen motorhuis en draad omheining.

Terme: Een tiende van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 19% per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouvereniging en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Vereeniging binne 14 (veertien) dae vanaf datum van verkoping.

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

Geteken te Vereeniging op hierdie 16de dag van Januarie 1996.

Rossouw & Prinsloo, N.B.S. Gebou, Merrimanlaan, Posbus 871, Vereeniging. (Verw. Jam Prinsloo/avdb.)

Saak No. 95/8162

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **ABSA BANK BEPERK,** Eiser, en **BEZUIDENHOUT, WILHELMINA JOHANNA (LABUSCHAGNE),** 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 5 Mei 1995, sal 'n verkoping van onroerende eiendom gehou word te die Verkoopslokaal van die Balju van die Hooggeregshof, Johannesburg-Oos te Marshallstraat 131, Johannesburg, op die **22ste 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 Erf 96, Bertrams Dorpsgebied, Registrasie Afdeling I.R., Transvaal, Groot 447 vierkante meter, gehou kragtens Akte van Transport Nr. T36682/1986.

Beskrywing: 'n Huis geleë te Bereaweg 22, Bertrams en bestaande uit: Ingang, Sitkamer, Eetkamer, Drie Slaapkamers, Twee badkamers en Kombuis. Motorhuis en Bediendekamer.

Terme: Tien persent (10%) van die Koopprys 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 15de 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/CU0051.) (Balju/Afslaer se Tel. 331-9847.)

Case No. 41076/1995
PH46

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

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,** Judgment Creditor, and **MR MANFRED ERIK ERNST RIHM,** Judgment Debtor

In pursuance of a Judgment granted in the Magistrate's Court and a Warrant of Execution dated the 23rd May 1995 issued by the Court at Johannesburg, the following vacant stands will be sold in execution by the Sheriff of the Court, at Erf 971, Pringle Bay and Erf 1013, Pringle Bay, which are both situated in the Municipality of Hanglip/Kleinmond, Division of Caledon, situated at George Road, Caledon, to the highest bidder on the **8th day of March 1996 at 11:00:**

Certain Erf 971, Pringle Bay, situated in the Municipality of Hangklip/Kleinmond, Division of Caledon, measuring 660 square metres; and

certain Erf 1013, Pringle Bay, situated in the Municipality of Hangklip/Kleinmond, Division of Caledon, measuring 750 square metres, both held by Deed of Transfer T4068/1988 (known as George Road, Caledon).

Conditions of sale:

1. The vacant stands shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court and the rules made thereunder and of the Title Deeds, in so far as these are applicable.

2. The following improvements on the vacant stands are reported but nothing is guaranteed: Vacant stands.

3. *Terms:* The purchase price shall be paid as to 10% thereof on the day of the sale to the Sheriff of the Court and the unpaid balance thereof, together with interest thereon from date of sale to date of registration of transfer at the rate of 19,25% per annum, shall within 30 (thirty) days be paid or secured by a bank or building society guarantee.

4. *Conditions:* The full conditions of sale may be inspected at the office of the Sheriff of the Court for Caledon/Grabouw.

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

Krowitz Perlow and Hertz, Attorney for Judgment Creditor, 2nd Floor, 14 New Street South, P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. Mr C. A. Perlow/TK/N416.)

Case No. 15071/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, **WERNER COETZEE,** 1st Defendant, and **MARTHA MAGRIETA COETZEE**

A Sale in Execution of the undermentioned property is to be held without reserve at the Sheriff's Offices, Portion 83, De Onderstepoort (just north of the Sasko Mills) old Warmbaths Road, Bon Accord on Friday, the **1st day of March 1996 at 11:00.**

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

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

Property: Erf 464, situated in the Township The Orchards Ext. 10, Registration Division J R Transvaal, known as 26 Goosen Street, The Orchards Ext. 10.

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/ LVDM/GT 1810.)

Saak No. 11518/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS BANK BEPERK,** Eiser, en **DOUGLAS JOHN HOMAN,** Eerste Verweerder, en **ELIZABETH CORNELIA HOMAN,** Tweede Verweerder

Ter uitvoering van 'n Vonnis en Lasbrief vir Eksekusie toegestaan deur bogenoemde Hof op 12 Desember 1995 sal die ondervermelde eiendom op **23 Februarie 1996 om 10:00** aan die hoogste bieër by die kantore van die Balju te Progressweg 182, Technikon, Roodepoort, verkoop word:

Erf 3169, Witpoortjie Uitbreiding 28 Dorpsgebied, Registrasie Afdeling I.Q., Transvaal, groot 744 (sewehonderd vier-en-veertig) vierkante meter, gehou kragtens Akte van Transport T32154/1993, beter bekend as Nantesstr. 72, Witpoortjie, Roodepoort.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

— Die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig;

— Die volledige verkoopsvoorwaardes;

en sal verkoop word aan die hoogste bieër.

2. Die volgende verbeteringe is op die eiendom aangebring: Enkelverdieping huis met teëldak, 1 × sitkamer, 1 badkamer, 3 × slaapkamers, gang, kombuis, afdak. Steenmure, goeie tuin, staalvensters met "precast" ommuur.

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 18% (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 bouvereningingwaarborg 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 Roodepoort.

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

Cilliers Prokureurs, Ontdekkersweg 157, Horisonpark, Roodepoort. (Tel. 760-1669.) (Verw. P. Cilliers/LJ/N201.)

Saaknommer 13217/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **NEDCOR BANK,** Eiser, en **MOROKO ISAAC MAGANO,** 1ste Verweerder, en **NOMPUMELELO CICILIA MAGANO,** 2de Verweerder

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en Lasbrief vir Eksekusie teen Goed met datum 18/09/1995 sal die ondervermelde eiendom op **Vrydag die 23ste dag van Februarie 1996 om 10:00** te die perseel 16 Athlonelaan 16, Stilfontein aan die hoogste bieder verkoop word, naamlik:

Erf 576 Stilfontein, groot 833 vierkante meter, ook bekend as Athlonelaan 16, Stilfontein.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal "voetstoots" en sonder reserwe verkoop word aan die hoogste bieër, en die veiling sal onderworpe wees aan die voorwaardes van Artikel 66 van die Wet op Landdroshowe van 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste Verbandhouer, Nedcor Bank.

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 17,25% per jaar tot datum van registrasie van transport, sal binne 21 (een en twintig) dae na datum van verkoop, betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkel verdieping woning bestaande uit 3 slaapkamers, 1 badkamer, kombuis, sitkamer.

4. *Voorwaardes van verkoop:* Die Voorwaardes van Verkoop in Eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Klerksdorp nagesien word.

Gedateer te Klerksdorp op hierdie 11de dag van Januarie 1996.

A. H. Snyman, vir J. J. Oosthuizen, Du Plooy & Vennote, Boomstraat, Eerste Nasionale Bank Gebou, Derde Vloer, Posbus 22, Klerksdorp, 2570. (Verw. Mnr A. H. Snyman/CVH/M23/95.)

Saak No. 5242/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen **SAAMBOU BANK BEPERK,** Eiser, en **JUDITH PATIENCE NDABA,** Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n Lasbrief vir eksekusie gedateer 9 Oktober 1995 sal die Verweerder se Reg op Huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op **1 Maart 1996 om 10:00** by die Landdroskantoor Vanderbijlpark te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 1641, Lakeside Evaton Dorpsgebied, Registrasie Afdeling I.Q. Transvaal, groot 216 (tweehonderd en sestien) vierkante meter.

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

Verkoopsvoorwaardes:

1. Die reg sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van Art 66 van die Landdroshofwet Nr. 32 van 1944 soos gewysig en die regte van verbandhouers en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees soos volg:

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

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

Die volledige verkoopsvoorwaardes lê ter insae by die Balju-Landdroshof te Vanderbijlpark en by die eiser se Prokureurs en sal deur die Balju voor die verkoping uitgelees word.

3. Die eiendom word verkoop onderworpe aan die terme en titelvoorwaardes van die eiendom.

Geteken te Vanderbijlpark hierdie 11 dag van Januarie 1996.

Du Plessis & Pieterse, Prokureur vir Eiser, Calance House 1, President Krugerstraat, Vanderbijlpark.

Saak No. 5263/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **EERSTE NASIONALE BANK VAN S.A. BEPERK,** Eiser, en **DON REID,** Verweerder

Die volgende eiendom sal in hierdie saak in eksekusie verkoop word by die Verkoopslokaal van die Balju Klaburnhof, 22B Ockersestraat, Krugersdorp op **21 Februarie 1996 om 10:00.**

Erf 837, Mindalore Uitbr. 1 Dorpsgebied, Registrasie Afdeling I.Q. Transvaal, geleë 019 Barendstraat, Mindalore.

Bestaande uit 'n erf waarop opgerig is 'n woonhuis onder sinkdak, staal vensters en gepleisterde mure en beton omheining, die huis bestaan uit 1 sitkamer, 1 eetkamer, 1 badkamer, 3 slaapkamers, 1 gang, 1 kombuis, 1 bediendekamer, 1 buite toilet, enkel motorhuis en 'n swembad.

Die volledige verkoopsvoorwaardes kan by die Balju gedurende kantoorure nagegaan word en bepaal onder andere dat die eiendom voetstoots verkoop word en onderhewig aan die bepalings van die Groepsgebiedewet; 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 & Heylgebou, Property Park, 389C Ontdekkersweg, Roodepoort. (Tel. 475-5090.) (Verw. Mnr. Gous/ez/26419.)

Case 14099/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **THE STANDARD BANK OF S.A. LTD,** Execution Creditor, and **JACOBS, ELVIS RUDY,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office, Roodepoort on the **23 February, 1996 at 10:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Roodepoort's office, 182 Progress Road, Technicon, Roodepoort prior to the sale:

Certain Erf 293 situated in the Township of Davidsonville Extension 1, Registration Division I.Q. Transvaal, being 2, Mackonie Street, Davidsonville Extension 1, Roodepoort, measuring 496 (four hundred and ninety six) square metres.

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

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

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

Dated at Johannesburg this 12th day of January, 1996.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/J.94.)

Case No: 27340/95
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **THE STANDARD BANK OF S.A. LTD,** Execution Creditor, and **RABODIBA, MADODA DAVID,** 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, Krugersdorp on the **28 February, 1996 at 10:00** of the undermentioned leasehold of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Krugersdorp, 22B Klagburn Court, Cnr. Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 12338, situated in the Township of Kagiso Extension 6, Registration Division I.Q. Transvaal, being 12338, Stinkwood Crescent, Kagiso Extension 6, measuring 598 (five hundred and ninety eight) square metres.

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

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

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

Dated at Johannesburg this 12th day of January, 1996.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, c/r Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/R.292.)

Saaknr. 7244/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA BANK BEPERK,** Eiser, en **JOHANNES HENDRIK GROBLER,** Eerste Verweerder, en **BONUSBOU EIENDOMME BK,** Tweede Verweerder

'n Verkoping in Eksekusie word gehou deur die Balju Warmbad, voor die Landdroskantore, Moffatstraat, Warmbad op **23 Februarie 1996 om 10:00** van die volgende vaste eiendomme van die Eerste Verweerder:

1. Gedeelte 4 van die plaas Rhenosterkloof 483, Registrasie Afdeling K.Q. Transvaal, groot 256,9596 hektaar, gehou kragtens Akte van Transport T47922/84; en

2. Resterende Gedeelte van die plaas Rhenosterkloof 483, Registrasie Afdeling K.Q. Transvaal, groot 341,4993 hektaar, gehou kragtens Akte van Transport T47922/84 (geleë te die Plaas Rhenosterkloof 483, Warmbad).

Die eiendomme is geleë 70 km Noordwes van Warmbad en is gesoneer vir landboudoeleindes.

Verbeterings: 'n Kliphuis, pomphuis, sink rondawel, 2 boorgate, sementdam, 5 suipkrippe, veekerende omheining en is verdeel in kampe.

Besonderhede van die verbeterings op die eiendom word hierbo verstrek, maar nie gewaarborg nie.

Besigtig verkoopsvoorwaardes by Balju, Sutterweg 16, Warmbad.

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

Saaknr. 6608/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **SAAMBOU BANK BEPERK,** Eiser, en **FRANCOIS JOHANNES JACOBUS STEYN,** Eerste Verweerder, **TERSIA STEYN,** Tweede Verweerderes

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op die 26ste dag van Mei 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op die **23ste dag van Februarie 1996 om 11:00** te Plot 83, De Onderstepoort, Bon Accord, (net noord van Sasko Meule, ou Warmbadpad), verkoop:

Sekere Deel 22 soos getoon en vollediger beskryf op Deelplan Nr. SS.198/88 in die skema bekend as San Michelle, beter bekend as San Michelle Woonstel Nr. 306, Jopie Fouriestraat 387, Wolmer, groot 91 (een-en-negentig) vierkante meter.

Sonering: Woonstel.

Die eiendom is verbeter en bestaan uit 'n woonstel bestaande uit 'n sit/eetkamer, kombuis, 2 slaapkamers, badkamer/wk, familie- en werkkamer.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad).

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0421)]

Case No. 21569/94
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **MACKAY: JOHN,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort at **10:00 on Friday, 23 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 Portion 1 of Erf 21, Maraisburg Township, Registration Division I.Q., The Province of Gauteng, area 496 (four hundred and ninety-six) square metres, situation 22 Seventh Street, Maraisburg, Florida.

Improvements (not guaranteed): "A house under iron roof consisting of 3 bedrooms, 2 bathrooms, kitchen, lounge, diningroom, servant's quarters, storeroom, double garage, swimming pool with brick walls around property."

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

Dated at Johannesburg on 11 January 1996.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ109.)

Case No. 28100/95
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **SNYMAN: ABRAHAM CHRISTIAAN,** First Defendant, and **STRYDOM: LORRAINE,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 182 Progress Road, Technikon, Roodepoort at **10:00 on Friday 23 February 1996,** of the undermentioned property of the Defendants on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

Certain Erf 96, Roodepoort West Township, Registration Division I.Q., the Province of Gauteng, area 892 (eight hunderd and ninety two) square metres, situation 57 Coetzee Avenue, Roodepoort West.

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

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

Dated at Johannesburg on 11 January 1996.

F. R. J. Jansen, for Jansen — Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ922.)

Case No. 24646/95
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **JARDINE: AMIEN JASON,** First Defendant, and **JARDINE: DEBORAH DARREN,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg at **10:00 on Thursday 22 February 1996,** of the undermentioned property of the Defendants on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

Certain Erf 2933, Glenvista Extension 5 Township, Registration Division I.R., the Province of Gauteng, area 1 053 (one thousand and fifty-three) square metres, situation 21 Pilansberg Street, Glenvista Extension 5.

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

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

Dated at Johannesburg on 11 January 1996.

F. R. J. Jansen, for Jansen — Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ829.)

Case No. 19944/94
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **DAMELIN: ALEXANDER DAVID,** First Defendant, and **DAMELIN: MICHELLE YVETTE,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg at **10:00 on Thursday 22 February 1996,** of the undermentioned property of the Defendants on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

Certain unit comprising section 14 and its undivided share in the common property in the Carter Hall Sectional Title Scheme, area 111 (one hundred and eleven) square metres, situation Flat 402, Carterhall, Hillbrow Street, Berea.

Improvements (not guaranteed): "A flat consisting of 2 bedrooms, 2 bathrooms, kitchen, lounge with diningroom."

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

Dated at Johannesburg on 11 January 1996.

F. R. J. Jansen, for Jansen — Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ92.)

Case No. 11326/93
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **STAND 3/71 KELVIN CC,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Block D, 1st Floor, Lochner Park, c/o Richards Drive & Futtie Street, Halfway House at **14:30 on Wednesday 21 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 Portion 3 of Erf 71, Kelvin Township, Registration Division I.R., the Province of Gauteng, area 1 883 (one thousand eight hundred and eighty-three) square metres, situation 40 President Way, Kelvin, Johannesburg.

Improvements (not guaranteed): "A house under tile roof consisting of 3 bedrooms, 2 bathrooms, kitchen, lounge, dining-room, family room, study, double garage, swimming pool, servant's quarters, servant's toilet with precast and brick walls around property."

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

Dated at Johannesburg on 11 January 1996.

F. R. J. Jansen, for Jansen — Potter, Plaintiff's Attorneys, 25th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-8535.) (Ref. ForeclosuresZ219.)

Saak No. 5267/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen: **SAAMBOU BANK BEPERK,** Eiser, en **BABA JOHANNES MASEKO,** Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n Lasbrief vir eksekusie gedateer 25 September 1995 sal die Verweerder se Reg op Huurpag op die volgende onroerende eiendom, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op **1 Maart 1996 om 10:00** by die Landdroskantoor Vanderbijlpark te wete:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 2262, Evaton Wes Dorpsgebied, Registrasie Afdeling I.Q., Transvaal, groot 308 (driehonderd en agt) vierkante meter.

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

Verkoopsvoorwaardes:

1. Die reg sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van Art 66 van die Landdroshofwet Nr. 32 van 1944 soos gewysig en die regte van verbandhouers en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees soos volg:

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

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

Die volledige verkoopsvoorwaardes lê ter insae by die Balju-Landdroshof te Vanderbijlpark en by die eiser se Prokureurs en sal deur die Balju voor die verkoping uitgelees word.

3. Die eiendom word verkoop onderworpe aan die terme en titelvoorwaardes van die eiendom.

Geteken te Vanderbijlpark hierdie 11 dag van Januarie 1996.

P/a Du Plessis & Pieterse, Prokureur vir Eiser, Calance House No. 1, President Krugerstraat, Vanderbijlpark.

Case No. 53767/95

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

In the matter between **FIRST NATIONAL BANK,** Plaintiff, and **L. W. R. PAILMAN,** 1st Defendant, **V. B. PAILMAN,** 2nd Defendant

Ingevolge 'n Vonnis van die Landdroshof te Johannesburg en 'n Lasbrief vir Eksekusie gedateer die 26ste dag van Julie 1995 sal die volgende eiendom in eksekusie verkoop word te die Balju se kantore, Beaconsfieldlaan 41A, Vereeniging op die **21ste dag van Februarie 1996, om 11:00** aan die hoogste bieder naamlik:

Erf 1455, Ennerdale Uitbreiding 1 Dorpsgebied, Registrasie Afdeling I.Q., Transvaal, groot 1 016 (een duisend en sestien) vierkante meter, gehou kragtens Titelakte No. T.28633/92, ook bekend as Olympusstraat 32, Uitbreiding 1, 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: Buitekamer en woonstel.

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 Vereeniging ondersoek word.

Gedateer te Johannesburg op 15 Januarie 1996.

Brian Alberts & Vennote, 1ste Vloer, Protea Sentrum, h/v High & Fortunastraat, Brixton. (Verw. Alberts JAA 105/94B.)

Case No. 11116/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **THE STANDARD BANK OF SA LTD,** Plaintiff, and **CASSIANO ANTONIO BOSETTO,** 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 Magistrate's Court, Begeman Street, Heidelberg, on **Friday, 16 February 1996 at 09:00** 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 2558, Heidelberg Extension 8 Township, Registration Division IR, Transvaal (also known as 9 Mopani Street, Heidelberg X8), measuring 1 159 (one thousand one hundred and fifty-nine) square metres, held under Deed of Transfer T10844/94, subject to the conditions contained therein and especially the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of entrance hall, lounge, dining room, family room, kitchen, 3 bedrooms, bathroom, bathroom/wc, wc, 2 garages and servant's wc.

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 19th day of January 1996.

E. M. Eybers, for Adams & Adams, Shorburg, 429 Church Street, Pretoria. [Tel. (012) 320-8500.] (Ref. EME/ep S625/95.)

Case No. 95/7984
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 **DONKA, MAKATJIEMAN PIETER,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office, Kempton Park, on the **29 February, 1996 at 10:00** of the undermentioned leasehold of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain: All right, title and interest in the Leasehold in respect of Erf 1068, situated in the Township of Tembisa Extension 4, Registration Division J.R. Transvaal, being 1068, Tembisa Extension 4, measuring 326 (three hundred and twenty-six) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge, 3 bedrooms, 1 bathroom with outbuildings with similar construction comprising of garage.

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

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

Dated at Johannesburg this 18th 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/D.390.)

Case 95/7735
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 **DE AGUIAR, ANTHONY,** 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 **29 February, 1996 at 10:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg East, 131 Marshall Street, Johannesburg prior to the sale:

Certain Remaining Extent of Portion 8 of Erf 812, situated in the Township of Kew, Registration Divsion I.R. Tranvaal, being 15 Johannesburg Road, Kew, Johannesburg, measuring 2 677 (two thousand six 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 iron roof, comprising kitchen, lounge/dining room, entrance hall, family room, study, games room, 3 bedrooms, 2 bathrooms with outbuildings with similar construction comprising of 3 garages, 2 servant's rooms, 1 bathroom, store room, swimming pool.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 or R20 000,00 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000,00 (six thousand rand) minimum charges R200,00 (two hundred rand).

Dated at Johannesburg this 18th day of 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/D.387.)

Case No. 95/20366
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 **JOISON, MIRIAM RUTH,** 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 **29 February, 1996 at 10:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg East, 131 Marshall Street, Johannesburg prior to the sale:

Certain Section 14 as shown and more fully described on Sectional Plan No. SS.90/1988 in the scheme known as The Towers in respect of the land and building or buildings situated at Highlands Township, Johannesburg Local Authority, of which section the floor area, according to the said sectional plan, is 97 (ninety-seven) square metres, in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST.35983/1992.

An exclusive use area described as Parking Bay No. P11 measuring 8 (eight) square metres, being part of the common property, comprising the land and building or buildings known as The Towers, situated at Highlands Township, in the Local Authority of Johannesburg as shown and more fully described on Sectional Plan S.G. No. D736/1991, being Flat No. 24, The Towers, Bezuidenhout Street, Highlands, Johannesburg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A simplex flat with iron roof, comprising kitchen, lounge/dining room, entrance hall, 2 bedrooms, 1 bathroom.

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

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

Dated at Johannesburg this 18th 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/J.155.)

Case No. 94/7063
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 **FRANSCH, ALAN KIETH,** 1st Execution Debtor, and **FRANSCH, STEPHANIE CECELIA,** 2nd Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak and Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on the **29 February, 1996 at 10:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of attorneys De Klerk, Vermaak and Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Portion 54 of Erf 5399, situated in the Township of Ennerdale Extension 9, Registration Division I.Q., Transvaal, being 54 Samuel Street, Ennerdale Extension 9, measuring 442 (four hundred and forty-two) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, dressing room, separate toilet, 4 bedrooms, 2 bathrooms with outbuildings with similar construction comprising of 2 garages.

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

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

Dated at Johannesburg this 18th 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/F.109.)

Case No. 33122/1993
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED,** Plaintiff, and **MODISE: MOETI JOSEPH PERCIVAL,** First Defendant, **MODISE: MORAKANE SARAH,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the offices of the Sheriff, Halfway House/Alexandra, Block D, 1st Floor, Lochner Park, corner of Richard Drive & Suttie Street, Halfway House, on the **21st day of February 1996 at 14:30** of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Halfway House/Alexandra, Block D, 1st Floor, Lochner Park, corner of Richard Drive & Suttie Street, Halfway House, prior to the sale:

Erf 762, in the Township of Alexandra Eastbank, Registration Division I.R., the Province of Gauteng, in extent 930 (nine hundred and thirty) square metres, situated at 762 Eastbank Avenue, Alexandra Eastbank.

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

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. Tel. 838-4731. Ref. D. McCarthy/J. Soma/MN2512.

Case No. 13396/1995
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED,** Plaintiff, and **DLAMINI: SIPHO ABRAM,** First Defendant, **DLAMINI: LAWUKAZI MARTHA,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the offices of the Sheriff, Halfway House/Alexandra, Block D, 1st Floor, Lochner Park, corner of Richard Drive & Suttie Street, Halfway House on the **21st day of February 1996 at 14:30** of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Halfway House/Alexandra, Block D, 1st Floor, Lochner Park, corner of Richard Drive & Suttie Street, Halfway House, prior to the sale:

Erf 90, in the Township of Alexandra Eastbank, Registration Division I.R., the Province of Gauteng, in extent 189 (one hundred and eighty-nine) square metres, situated at 90 Leopard Street, Alexandra Eastbank.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence; single storey dwelling, detached, built of bricks and painted plaster, under cement tiled roof. Floors: Fitted carpets and vinyl tiles, comprising lounge, kitchen, 2 bedrooms, 1 bathroom and 1 w.c. Outbuildings: Boundary fencing.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. Tel. 838-4731. Ref. D. McCarthy/J. Soma/MN6825.

Case No. 21834/1995
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED,** Plaintiff, and **NYAMENDE: EUGENE LANDA,** First Defendant, **MCWABENI: NTOMBEKAYA EUNICE,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the offices of the Sheriff, Halfway House/Alexandra, Block D, 1st Floor, Lochner Park, corner of Richard Drive & Suttie Street, Halfway House on the **21st day of February 1996 at 14:30** of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Halfway House/Alexandra, Block D, 1st Floor, Lochner Park, corner of Richard Drive & Suttie Street, Halfway House, prior to the sale:

Erf 29, in the Township of Alexandra Eastbank, Registration Division I.R., the Province of Gauteng, in extent 195 (one hundred and ninety-five) square metres, situated at 29 Lion Crescent, Alexandra Eastbank.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence; single storey dwelling, detached, built of bricks and painted plaster, under pitched tiled roof. Floors: Fitted carpets and tiles, comprising lounge, diningroom, kitchen, 3 bedrooms, 1 bathroom and 1 w.c. Outbuildings: Boundary fencing.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6904.)

Saak No. 77084/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK,** h/a **ALLIED BANK,** Eiser, en **MADUMO RAMOSHWEU STEPHEN** (gebore op 2 Maart 1971), 1ste Verweerder, **MADUMO NTHAKOELI PAULINA,** ID 7205010347084, 2de Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die Balju Wonderboom te Gedeelte 83, De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord) op **23ste Februarie 1996 om 11:00** volgens voorwaardes wat nou by die kantore van die Balju Wonderboom te Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 2043, the Orchards Uitbreiding 13 Dorpsgebied, Registrasie Afdeling JR, Transvaal, groot 1 050 (eenduisend en vyftig) vierkante meter, gehou kragtens Akte van Transport No. T8667/95.

Hierdie eiendom is geleë te 39 De Beerstraat, The Orchards, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, 3 slaapkamers, 2 badkamers. Konstruksie: Mure—baksteen, plafon—herculite, vloer—matte & keramiek teëls, dak—teëls.

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

Terme:

(1) Die eiendom word verkoop sonder reserweprys.

(2) 'n Deposito van 10% van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborge gelewer word binne 14 dae aan die Balju.

(3) Die koper betaal die Balju se kommissie.

(4) Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 17de dag van Januarie 1996.

E. J. J. Geyser, vir Rooth & Wessels, 2de Vloer, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A2168.)

Saak No. 16104/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **SAAMBOU BANK BEPERK,** Eiser, en **SELLO LUCAS MOTSHWENE,** Eerste Verweerder, **MAPULA SOPHIA MOTSHWENE,** Tweede Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore verkoop, Campionstraat 25, Orkney, in eksekusie verkoop om **09:00 op 23 Februarie 1996:**

Erf 4536 geleë in die dorp Kanana Uitbreiding 3 (Registrasie Afdeling I.P., Transvaal—Noordwes), groot 288 (tweehonderd agt-en-tagtig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL2126/90, bestaande uit 1 sitkamer, 1 eetkamer 4 slaapkamers, 1 badkamer met aparte toilet, 1 kombuis en 1 motorhuis.

Die volledige verkoopsvoorwaardes is ter insae by die kantore van die Balju te Campionstraat 25, Orkney, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% van die koopprys onmiddellik in kontant betaalbaar is.

2. Die balans koopprys met rente daarop teen 20,50% per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 10de dag van Januarie 1996.

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

Saak No. 16484/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **SAAMBOU BANK BEPERK,** Eiser, en **JACKSON GEKE NOMKATSO,** Eerste Verweerder, **NOMATHEMBA MARGARET NOMKATSO,** Tweede Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore verkoop, Campionstraat 25, Orkney, in eksekusie verkoop om **09:00 op 23 Februarie 1996:**

Erf 4427, geleë in die dorp Kanana Uitbreiding 3 (Registrasie Afdeling I.P., Transvaal—Noordwes), groot 287 (tweehonderd sewe-en-tagtig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL347/90, bestaande uit 1 sitkamer, 3 slaapkamers, 1 badkamer met aparte toilet, 1 kombuis en 1 motorhuis.

Die volledige verkoopsvoorwaardes is ter insae by die kantore van die Balju te Campionstraat 25, Orkney, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% van die koopprys onmiddellik in kontant betaalbaar is.

2. Die balans koopprys met rente daarop teen 20,50% per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 10de dag van Januarie 1996.

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

Saak No. 16487/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **SAAMBOU BANK BEPERK,** Eiser, en **SEMOKO ABRAM KGATI,** Eerste Verweerder, **MOTSHEDISI MABEL KGATI,** Tweede Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore verkoop, Campionstraat 25, Orkney, in eksekusie verkoop om **09h00 op 23 Februarie 1996:**

Erf 5014, geleë in die dorp Kanana Uitbreiding 3 (Registrasie Afdeling I.P, Transvaal—Noordwes), groot 200 (tweehonderd) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL9728/90, bestaande uit 1 sitkamer, 2 slaapkamers, 1 badkamer met aparte toilet, 1 kombuis.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Campionstraat 25, Orkney, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% van die koopprys onmiddellik in kontant betaalbaar is.

2. Die balans koopprys met rente daarop teen 20,50% per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 10de dag van Januarie 1996.

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

Saak No. 16483/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **SAAMBOU BANK BEPERK,** Eiser, en **LEFA ARON MOKALANYANE,** Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore verkoop, Campionstraat 25, Orkney, in eksekusie verkoop op **23 Februarie 1996 om 09:00:**

Erf 4961, geleë in die dorp Kanana Uitbreiding 3 (Registrasie Afdeling I.P., Transvaal-Noordwes), groot 180 (eenhonderd en tagtig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag No. TL2131/90, bestaande uit 1 × sitkamer, 2 × slaapkamers, 1 × badkamer met aparte toilet, 1 × kombuis.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Campionstraat 25, Orkney en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% van die koopprys onmiddelik in kontant betaalbaar is;

2. Die balans koopprys met rente daarop teen 21,00% per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank of bouvereniging waarborg;

3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 10de dag van Januarie 1996.

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

Saak No. 15314/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **SAAMBOU BANK BEPERK,** Eiser, en **ITUMELENG JOHANNES KHWEHLA,** Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore verkoop, Campionstraat 25, Orkney, in eksekusie verkoop op **23 Februarie 1996 om 09:00**:

Erf 5045, geleë in die dorp Kanana Uitbreiding 3 (Registrasie Afdeling I.P., Transvaal-Noordwes), groot 200 (tweehonderd) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag No. TL27837/91, bestaande uit 1 × sitkamer, 1 × eetkamer, 2 × slaapkamers, 1 × badkamer met aparte toilet, 1 × kombuis.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Campionstraat 25, Orkney en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% van die koopprys onmiddellik in kontant betaalbaar is;

2. Die balans koopprys met rente daarop teen 20,25% per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank of bouvereniging waarborg;

3. Die Balju se kommissie is onmiddellik betaalbaar.

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

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

Saak No. 14441/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **SAAMBOU BANK BEPERK,** Eiser, en **TEMBA MICHAEL HLWAYISI,** Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore verkoop, Campionstraat 25, Orkney, in eksekusie verkoop op **23 Februarie 1996 om 09:00**:

Erf 4781, geleë in die dorp Kanana Uitbreiding 3 (Registrasie Afdeling I.P., Transvaal-Noordwes), groot 300 (driehonderd) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag No. TL24401/91, bestaande uit 1 × sitkamer, 1 × eetkamer, 2 × slaapkamers, 1 × badkamer met aparte toilet, 1 × kombuis met opwas.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Campionstraat 25, Orkney en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% van die koopprys onmiddellik in kontant betaalbaar is;

2. Die balans koopprys met rente daarop teen 19,25% per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank of bouvereniging waarborg;

3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 10de dag van Januarie 1996.

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

Case No. 95/019720
PH 7

IN THE MAGISTRATES COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG

In the matter between **KRISHNA NAICKER,** Plaintiff, and **ROSEBELLA KRAAI,** Defendant

In pursuance of a Judgement in the Court for the Magistrate of Johannesburg, on the 31st of March 1995 and Writ of Execution issued pursuant thereto the property listed hereunder will be sold in Execution on **1st of March 1996 at 11:15** at the office of the Sheriff Boksburg, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 5018, Vosloorus Township, situated on 5018 Zathu Street, Vosloorus, in the township of Vosloorus, district of Vosloorus, measuring 260 (two hundred and sixty) square metres.

The conditions of sale:

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

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

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

James Mayhew Attorney, 132 Fox Street, Second Floor, Johannesburg, 2001. [Tel. (011) 331-2161/2/3.] (Ref. W. J. Mayhew/A0009N:cb.)

Case No. 95/15368
PH 396

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **Absa Bank Limited trading as United Bank,** Execution Creditor, and **Loots, Pieter Johannes Cornelius,** 1st Execution Debtor, **Loots, Leonie Belinda,** 2nd Execution Debtor

Be pleased to take notice that on Thursday, the **22nd day of February 1996 at 10:00** the undermentioned property will be sold in execution at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg:

Certain: Erf 1224, Winchester Hills Extension 3 Township, Registration Division I.R.Q., Gauteng Province, measuring 1 215 (one thousand two hundred and fifteen) square metres and held by Deed of Transfer No. T14759/1993, situated at 79 Leadwood Street, Winchester Hills Extension 3.

Description: A dwelling consisting of lounge, diningroom, three bedrooms, full bathroom, kitchen and study.

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

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

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

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

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

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

J. Booyens, for Van de Venter, Meiring Inc., Attorneys for Plaintiff, Suite 715, Seventh Floor, Carlton International Trade Centre, Commissioner Street, Johannesburg. [Tel. (011) 886 0500.] (Ref. J. Booyens/Z20247.)

Saak No. 95/15368
PH 396

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen **Absa Bank Limited h/a United Bank,** Eksekusieskuldeiser, en **Loots, Pieter Johannes Cornelius,** 1ste Eksekusieskuldenaar, en **Loots, Leonie Belinda,** 2de Eksekusieskuldenaar

'n Verkoping sonder voorbehoud, sal gehou word by die Kantore van die Balju te Marshallstraat 131, Johannesburg, op Donderdag, die **22ste dag van Februarie 1996 om 10:00,** van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju voor die verkoping:

Erf 1224, Winchester Hills-uitbreiding 3-dorpsgebied, Registrasie Afdeling I.R., Gauteng Provinsie, groote 1 215 vierkante meter en gehou deur Akte van Transport Nr. T14759/1993, synde Leadwoodstraat 79, Winchester Hill-uitbreiding 3.

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

Geboue en verbeterings: 'n huis met sitkamer, eetkamer, drie slaapkamers, badkamer, kombuis en studiekamer.

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

Gedateer te Johannesburg hierdie 15de dag van Januarie 1996.

J. Booyens, vir Van de Venter, Meiring Inc., Eksekusieskuldeiser se Prokureurs, Suite 715, Sewende Verdieping, Carlton International Trade Centre, Commissionerstraat, Johannesburg. [Tel. (011) 886 0500.] (Ref. J. Booyens/Z20247.)

Case No. 15025/1995
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED,** Plaintiff, and **FABER: JACOBUS JOHANNES,** Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on the **22nd day of February 1996 at 10:00** of the undermentioned property of the Defendant on the Conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 109, in the Township of Haddon, Registration Division I.R., The Province of Gauteng, in extent 990 (nine hundred and ninety) Square Metres, situated at 30 Gantner Street, Haddon, Johannesburg.

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

Residence; single storey dwelling, detached, built of Bricks and painted plaster, under corrugated iron roof, Floors: Fitted carpets and Marley Tiles, comprising Lounge, Diningroom, Kitchen, 3 Bedrooms, 1 Bathroom and 1 W.C.

Outbuildings: 1 Garage, Servant Quarters, Storeroom and Steel Picket Boundary.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6841.)

Case 751/94

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

In the matter between **SPECTRAVEST (PTY) LTD,** Execution Creditor, and **OUPA DANIEL MASHAMAITE,** Execution Debtor

Kindly take notice that in terms of a judgment obtained in the abovementioned Court and a Warrant of Execution issued on the 17th day of March 1995, the undermentioned property will be sold in execution on the **23rd February 1996 at 11:00** at the Sheriff's Offices, Wonderboom, Portion 83, De Onderstepoort, Bon Accord:

Site 340 Block L Soshanguve, extent 443 (four hundred and forty-three) square metres, held Deed of Grant No. T48969/1992.

Subject to such conditions and servitudes, specified or referred to in the said Deed of Grant.

The property is improved by the erection of a dwelling consisting of (a) kitchen, (b) lounge, (c) sittingroom, (d) 3 bedrooms, (e) 2 toilets, (f) 2 bathrooms, (g) out buildings consisting of one garage, one room and toilet.

The property is sold "voetstoots" and no warranties of whatever nature are given in respect of the property or any improvements thereon.

The conditions of sale, which will be read out immediately before the sale by the Messenger of the court, or his nominee, are available for inspection at the offices of the Messenger of the court.

Dated at Ga-Rankuwa on this the 16th day of January 1996.

K. R. Mabando Attorney, Suite 7, First Floor, Direla Centre, Zone 15, Ga-Rankuwa. [Tel. (01461) 3-6030.] (Ref. Mr Mabando/ S29/dm.)

Saaknommer 7626/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **DIE STANDARD BANK VAN SUID-AFRIKA BEPERK,** Eiser, en **HERMANUS CHRISTIAAN STEYN,** Eerste Verweerder, **JOHANNA HENDRINA STEYN,** Tweede Verweerder

Ingevolge 'n Vonnis van die Hooggeregshof van Suid-Afrika, (Transvaalse Provinsiale Afdeling), in die bogenoemde saak, sal die volgende eiendom sonder reserwe, in eksekusie verkoop word aan die hoogste bieër op **21 Februarie 1996, om 10:00,** voor die Landdroskantoor, Tauteslaan, Groblersdal:

Resterende gedeelte van Erf 321, geleë in die dorpsgebied van Groblersdal Uitbreiding 2, Registrasie Afdeling J S, Transvaal, groot 1 929 (Een Duisend Nege Honderd Nege-en-Twintig) vierkante meter, gehou kragtens Akte van Transport T.14916/89, ook bekend as Mullerstraat 10, Groblersdal Uitbreiding 2.

Die verbeterings op die eiendom is as volg, sonder om dit te waarborg: Omheinde baksteen woonhuis met teëldak, groot sitkamer, hoofslaapkamer met aantrekkamer en pakkamertjie, 2 slaapkamers, 1 badkamer met toilet, eetkamer, kombuis en studeerkamer, dubbel motorhuis met bediende kamer. Toegeboude stoep. Woonstel met aantrekkamer en badkamer. Motorafdak voor woonstel met stoorkamertjie.

Terme: Tien persent van die koopprys sal betaalbaar wees op die dag van die verkoping en die balans van die koopprys betaalbaar teen registrasie van Transport, welke bedrag gewaarborg sal word deur 'n goedgekeurde bank of bougenootskapswaarborg, gelewer binne 30 (Dertig) dae vanaf datum van verkoping.

Voorwaardes: Die Voorwaardes van die Verkoping sal ter insae lê by hierdie kantoor en by die kantoor van die Balju, Hooggeregshof Groblersdal.

F. A. Gerber, vir MacRobert De Villiers Lunnon & Tindall Ing., Standard Bank Sentrum 348, Kerkstraat 291, Pretoria. (Tel. 325-1501.) (Verw. T436206/FAG/el.)

Saak No. 2282/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **NEDCOR BANK BEPERK,** Eiser, en **A. E. MASANGO,** Verweerder

Ingevolge die Vonnis in bogenoemde Agbare Hof verkry op 16 Augustus 1995 en 'n Lasbrief vir Eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusie skuldenaar op **21 Februarie 1996 om 12:00** te Die Baljukantoor, Cornellstraat 21, Evander aan die hoogste bieder geretelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping.

Erf 2394, Uitbreiding 7, Embalenhle, geleë in die dorp Embalenhle, Registrasie Afdeling I.S., Mpumalanga.

Beskrywing van eiendom: 3 × slaapkamers, 1 × kombuis, 1 × toilet, 1 × badkamer, 1 × sitkamer, dubbel afdak, omheining, teëldak, groot 375 (driehonderd vyf-en-sewentig) vierkante meters.

Geteken te Secunda op hede hierdie 24ste dag van Januarie 1996.

A. J. G. Viljoen, vir Vos, Viljoen & Becker Prokureurs, Eerste Vloer, S.A. Perm Gebou, Secunda, 2302. (Tel. 312550.)

Saak No. 2364/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk** Eiser, en **M. J. Mohlala,** Verweerder

Ingevolge die Vonnis in bogenoemde Agbare Hof verkry op 16 Augustus 1995 en 'n Lasbrief vir Eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusie skuldenaar op **21 Februarie 1996 om 12:00** te die Baljukantoor, Cornellstraat 21, Evander aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping.

Erf 4191, Uitbreiding 5, Embalenhle, geleë in die dorp Embalenhle, Registrasie Afdeling I.S., Mphumalanga.

Beskrywing van eiendom:

2 × slaapkamers, 1 × kombuis, 1 × toilet, 1 × badkamer, 1 × sitkamer, omheining, asbesdak, groot 329 (driehonderd nege-en-twintig) vierkante meters.

Geteken te Secunda op hede hierdie 24ste dag van Januarie 1996.

A. J. G. Viljoen, vir Vos, Viljoen & Becker Prokureurs, Eerste Vloer, S.A. Perm Gebou, Secunda, 2302. (Tel. 31-2550.)

Saak No. 2581/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **Nedcor Bank Beperk,** Eiser, en **J. J. Masilela,** Verweerder

Ingevolge die Vonnis in bogenoemde Agbare Hof verkry op 6 September 1995 en 'n Lasbrief vir Eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusie skuldenaar op **21 Februarie 1996 om 12:00** te die baljukantoor, Cornellstraat 21, Evander aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping.

Erf 2270, Uitbreiding 8, Embalenhle, geleë in die dorp Embalenhle, Registrasie Afdeling I.S., Mpumalanga.

Beskrywing van eiendom:

2 × slaapkamers, 1 × kombuis, 1 × badkamer, 1 × sitkamer, groot 264 (tweehonderd vier-en-sestig) vierkante meters.

Geteken te Secunda op hede hierdie 23ste dag van Januarie 1996.

A. J. G. Viljoen, vir Vos, Viljoen & Becker Prokureurs, Eerste Vloer, S.A. Perm Gebou, Secunda, 2302. (Tel. 31-2550.)

NOTICE OF SALES IN EXECUTION

(GERMISTON MAGISTRATE'S COURT)

All the sales in execution are to be held at the offices of the Sheriff, Germiston North, Fourth Floor, Standard Towers, 247 President Street, Germiston, on Thursday, **22 February 1996 at 10:00**.

NEDCOR BANK LIMITED is the Execution Creditor.

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

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act 32 of 1944.

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

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

4. Improvements as set out hereunder are not guaranteed.

Case No. 1117/95.

Judgment Debtor/s: **OWEN MATTHEW LONZAR** and **YVETTE CHARLOTTE LONZAR.**

Property: Erf 2127, Primrose Township, Registration Division IR, The Province of Gauteng, situated at 53 Belhambra Road, Primrose, Germiston.

Improvements: Detached single storey brick built residence under iron roof comprising 4 rooms other than kitchen and bathroom with outbuildings comprising garage, carport and domestic quarters.

Reference: ML0017.

Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. [Tel. (011) 825-1015.] (Ref. Miss Kent.)

NOTICE OF SALES IN EXECUTION

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

All the sales in execution are to be held at the offices of the Sheriff, Germiston South, Fourth Floor, United Building, 177 President Street, Germiston, on Monday, **19 February 1996 at 10:00**.

NEDCOR BANK LIMITED is the Execution Creditor.

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

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

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

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

4. Improvements as set out hereunder are not guaranteed.

Case No. 25924/95.

Judgment Debtor/s: **DAVID BADENHORST** and **MARIA ELIZABETH CAROLINA BADENHORST.**

Property: Erf 612, Elsburg Extension 1 Township, Registration Division IR, The Province of Gauteng, situated at 63 Voortrekker Street, Elsburg Extension 1, Germiston.

Improvements: Detached single storey brick built residence under iron roof comprising 5 rooms other than kitchen and 1.5 bathrooms with outbuildings comprising 2 carports, domestic quarters and toilet.

Reference: MB0071.

Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. [Tel. (011) 825-1015.] (Ref. Miss Kent.)

Case No. 15973/95
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **THE STANDARD BANK OF S.A. LTD,** Execution Creditor, and **MOTSEPE, THABO REUBEN,** 1st Execution Debtor, and **MOTSEPE, MAGOGO KATE,** 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 **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, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 6792, situated in the Township of Emdeni Extension 2, Registration Division I.Q., Gauteng; being 6792 Emdeni Extension 2, Soweto, Johannesburg, measuring 301 (three hundred and one) square metres.

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

Terms: 10% (ten per centrum) 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 accepable guarantee to be furnished within 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 23 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/M1173.)

VERKOPING

Al die verkopings sal gehou word by die kantore van die Landdroshof, Genl. Hertzogstraat, Vanderbijlpark, 1939 op Vrydag die **1ste dag van Maart 1996, om 10:00.**

Eksekusiekrediteur — **NEDCOR BANK BEPERK**

Die hiernagenoemde eiendomme sal vir verkoping aangebied word, waarvan die materiële voorwaardes van die verkoping soos volg is:

Geen waarborg of versekering met betrekking tot die aard van die verbeterings word gegee nie.

(a) Die verkoping sal deur Publieke Veiling gehou word en sonder reserwe en sal voetstoots wees.

(b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser vanaf datum van verkoping tot datum van betaling.

(c) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantoor, Vereeniging, nagegaan mag word.

(d) Die koper sal alle bedrae wat benodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragskoste, hereregte, terreinhuur en ander kostes verskuldig aan die Plaaslike Owerheid, rente ensovoorts.

(e) Die koopprys sal betaalbaar wees teen 10% daarvan of R400,00 (vier honderd rand), watter een ookal die meerdere is, tesame met die Balju se kostes van 4% van die koopprys, onmiddellik na die verkoping, in kontant of deur 'n bank gewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaabaar word of verseker word deur 'n bank- of bougenootskapswaarborg binne 14 (veertien) dae vanaf datum van die verkoping.

(f) In gebreke met die bepalings van die voorwaardes van verkoping, mag die Verkoper verplig wees om 10% van die koopprys te betaal as rouwkoop.

(g) Die volledige voorwaardes van verkoping is beskikbaar vir inspeksie by die kantoor van die Balju, Vereeniging.

Saaknommer: 10644/92.

Vonnisskuldenaar: **A. Camroodeen.**

Eiendom: Erf 803, Roshnee Uitbreiding 1, Registrasie Afdeling IQ, Provinsie van Gauteng.

Grootte van eiendom: Groot: 600 vierkante meter.

Beskrywing van eiendom: Woonhuis met buitegeboue.

Straatadres van eiendom: 13 Mukhatar Street, Roshnee X1, Vereeniging.

Rente op vonnisskuld: 19,25%.

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclays Sentrum, Lesliestraat 29, Posbus 38, Vereeniging, 1930. (Verwys. Mev. Davel/6/323.)

Case No. 95/22324

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **United Bank,** Plaintiff, and **Butinyana James Kgwadi,** First Defendant, and **Maria Dorothy Kgwadi,** Second Defendant

In pursuance of a Judgment of the above Honourable Court and Writ of Execution the undermentioned Property shall be sold in Execution by the Sheriff on Friday, **the 1st March 1996 at 11:00** at the Sheriff's Offices, situate at 439 Prince George Avenue, Brakpan without reserve to the highest bidder:

Certain Lot 18155, Tsakane Extension 8 Township, Registration Division I.R. Transvaal, also known as 18155 Tsakane Ext. 8, Brakpan, measuring 385 square metres, held by Certificate of Registered Grant of Leasehold No. TL 34471/1990.

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

Dwelling house: Brick building with tiled rood, with kitchen, lounge, 3 bedrooms, one bathroom, carport and 75% enclosed with diamond mesh 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 persent) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance plus interest at the rate of 18,25% 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 19th 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/B37295.)

Saak No. 1718/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHAL GEHOU TE BETHAL

In die saak tussen **Eerste Nasionale Bank,** Eksekusieskuldeiser, en **Hendrik Johannes Fourie,** Eksekusieskuldenaar

Ten uitvoering van 'n uitspraak van bogemelde Hof en 'n Lasbrief tot uitwinning gedateer 20 November 1995, sal die ondergemelde goedere op Vrydag **23 Februarie 1996 om 11:00** by die Landdroskantoor, Kamer 83, Bethal aan die hoogste bieder verkoop word:

Erf 446, in die dorp Bethal, Registrasie Afdeling I.S. Transvaal, groot 2 855 (Twee Agt Vyf Vyf) vierkante meter, gehou kragtens Akte van Transport T976/1971.

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

E. van der Walt, vir Cohen, Cronje & Van der Walt, Clercqstraat, Feldcogebou, Posbus 63, Bethel. (L 0717.)

Case No. 28351/1994
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED,** Plaintiff, and **BOSCH: ISAAC MARIO,** First Defendant, **BOSCH: ELLENOR MARIANNE,** Second Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg on the **22nd day of February 1996 at 10:00** of the undermentioned property of the Defendants on the Conditions which will lie for inspection at the offices of the Sheriff, Lenasia-North, 19 Anemone Avenue, Lenasia Extension 1, Johannesburg, prior to the sale.

Erf 6615, in the Township of Eldorado Park Extension 6, Registration Division I.Q., the Province of Gauteng, in extent 324 (three hundred and twenty-four) Square Metres, situated at 15 Koos Human Street, Eldorado Park Extension 6, Johannesburg.

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

Residence; single storey dwelling, detached, built of Face Bricks under tiled roof, Floors: Fitted carpets and tiles, comprising lounge, kitchen, 3 bedrooms, 1 bathroom and 1 w.c.

Outbuildings: 1 carport and concrete boundary walls.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6686.)

Case No. 8812/1994
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED,** Plaintiff, and **VAN DER WALT: HERMANUS CAREL,** First Defendant, **VAN DER WALT: PATRICIA ANNE,** Second Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg on the **22nd day of February 1996 at 10:00** of the undermentioned property of the Defendants on the Conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale.

Erf 159, in the Township of Forest Hill, Registration Division I.R., the Province of Gauteng, in extent 495 (four hundred and ninety five) Square Metres, situated at 47 Schuller Street, Forest Hill, Johannesburg.

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

Residence; single storey dwelling, detached, built of bricks and painted plaster, under pitched corrugated iron roof, Floors: Fitted carpets and tiles, comprising lounge, entrance hall, diningroom, kitchen, 5 bedrooms, 2 bathrooms, shower, 2 w.c's and bidet.

Outbuildings: Servant quarters, storeroom, 1 w.c., brick and concrete boundary walls, filtered swimming pool and paving.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6547.)

Case No. 33451/1994
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED,** Plaintiff, and **KIESER: SHERENE PHILLIS BEDILLIA,** Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg on the **22nd day of February 1996 at 10:00** of the undermentioned property of the Defendant on the Conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 2nd Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale.

Erf 261, in the Township of Riverlea, Registration Division I.Q., the Province of Gauteng, in extent 282 (two hundred and eighty two) Square Metres, situated at 15 Danube Street, Riverlea, Johannesburg.

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

Residence; single storey dwelling, detached, built of brick and painted plaster, under asbestos roof, Floors: Fitted carpets and tiles, comprising lounge, kitchen, 2 bedrooms, 1 bathroom and 1 w.c.

Outbuildings: Concrete boundary walls.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6709.)

Case No. 19561/1995
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED,** Plaintiff, and **ROSSOUW: FREDERICK ANDRIES,** Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg on the **22nd day of February 1996 at 10:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Erf 1558, in the Township of Turffontein, Registration Division I.R., the Province of Gauteng, in extent 495 (four hundred and ninety five) square metres, situated at 47 Forest Street, Turffontein, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single story dwelling, detached, built of brick and painted plaster, under I.B.R. corrugated iron roof. *Floors:* Fitted carpets and tiles, comprising lounge, diningroom, kitchen, 3 bedrooms, 1 bathroom, shower, and 1 w.c. *Outbuildings:* 1 Garage, 1 carport, servant quarters, storeroom, 1 w.c., laundry and brick and concrete boundary walls, adjoining servant quarters consists of 2 bedrooms, 1 bathroom, shower and 1 w.c.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6887.)

Case 46/1993
PH 157

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

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

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, district Johannesburg and Writ of Execution the property listed hereunder which was attached on the 25th July 1995 will be sold in execution on **Friday the 23rd day of February 1996 at 10:00** in front of the Magistrate's Court-House Fox Street entrance of the Magistrate's Court, Johannesburg, to the highest bidder:

Erf 3264, in the Township of Glenvista Extension 6, Registration Division I.R., the Province of Gauteng, in extent 1 037 (one thousand and thirty seven) square metres, situated at 48 Walsingham Street, Glenvista Extension 6, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single story dwelling, detached, built of semi-face brick under 26 degree pitched tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, diningroom, entrance hall, family room, kitchen, pantry, scullery, 3 bedrooms, walk-in cupboard, 2 bathrooms, shower and 2 w.c's. *Outbuildings:* 2 Garages, servant quarters and 1 w.c. with bath. *Improvements:* Brick and concrete boundary walls and paving.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Office of the Sheriff for the Magistrate's Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6379.)

NOTICE OF SALES IN EXECUTION (ALBERTON MAGISTRATE'S COURT)

All the sales in execution are to be held at the offices of the Sheriff Alberton, Johriahof, 4 Du Plessis Street, Florentia, Alberton on **Wednesday 21st February 1996 at 10:00.** NEDCOR BANK LIMITED is the Execution Creditor. The hereinafter mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act 32 of 1944.

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

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

4. Improvements as set out hereunder are not guaranteed.

Case Number: 6018/95.

Judgment Debtor: **JAMES SABUTO BANDA.**

Property: Right of Leasehold over Erf 916, Siluma View Township, Registration Division IR, the Province of Gauteng, situated at Erf 916, Siluma View, Katlehong, Alberton.

Improvements: Detached single storey brick built residence under iron roof comprising 4 rooms other than kitchen and bathroom.

Reference: MB0065.

Henry Tucker & Partners, Attorneys for Plaintiff, 6th Floor, Permanent Building, 165 Meyer Street, Germiston. [Tel. (011) 825-1015.] (Ref. Miss Kent.)

Case No. 17023/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **KHUMALO SYDNEY HENRY,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street Johannesburg on the **22 February 1996 at 10:00** of the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at 131 Marshall Street, Johannesburg and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, 2nd Floor, T F C House 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 33 (now renumbered Erf 6784) Emdeni Extension 2 Township, Registration Division I.Q. Transvaal, measuring 282 (two hundred and eighty two) square metres, situated at Erf 33 (now renumbered 6784) Emdeni Extension 2 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, lounge, diningroom, kitchen, 3 bedrooms, bathroom.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 18 January 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. K45826/SC.)

Case 95/22276

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **MAZIBUKO, JABULANI,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a Sale Without Reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg on the **22 February 1996 at 10:00** of the undermentioned property of the Defendant on the Conditions to be read out by the Auctioneer at 131 Marshall Street, Johannesburg and the full Conditions of Sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, 2nd Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale.

Erf 6058, Zola Township, Registration Division I.Q., Transvaal, measuring 378 (three hundred and seventy-eight) square metres, situated at Erf 6058, Zola Township.

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

Dwelling under tiled roof, lounge, diningroom, kitchen, 3 bedrooms, bathroom.

The property is zoned Residential.

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

Auctioneers charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 18 January 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M46047/SC.)

Case No. 94/20780

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **MASANGO, MAGALANGANA MARTIN,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a Sale Without Reserve will be held at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg on the **23 February 1996 at 11:15** of the undermentioned property of the Defendant on the Conditions to be read out by the Auctioneer at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, prior to the sale.

Erf 18132, Vosloorus Extension 25 Township, Boksburg, Registration Division I.R., Transvaal, measuring 260 (two hundred and sixty) square metres, situated at Erf 18132, Vosloorus Extension 25 Township, Boksburg.

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

Dwelling under tiled roof, lounge, kitchen, bedroom, bathroom, toilet.

The property is zoned Residential.

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

Auctioneers charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 17 January 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M28345/SC.)

Case No. 93/30983

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **NGWENYA, MBIJI LIZZY,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a Sale Without Reserve will be held at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg on the **23 February 1996 at 11:15** of the undermentioned property of the Defendant on the Conditions to be read out by the Auctioneer at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg prior to the sale.

Erf 18052, Vosloorus Extension 25 Township, Boksburg, Registration Division I.R. Transvaal, measuring 260 (two hundred and sixty) square metres, situated at Erf 18052, Vosloorus Extension 25 Township, Boksburg.

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

Dwelling consisting of lounge, diningroom, kitchen, bedroom, bathroom, toilet.

The property is zoned Residential.

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

Auctioneers charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 17 January 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N25253/SC.)

Case 93/23338

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **NKABINDE, LANGA RANDY,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a Sale Without Reserve will be held at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg on the **23 February 1996 at 11:15** of the undermentioned property of the Defendant on the Conditions to be read out by the Auctioneer at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg prior to the sale.

Erf 17656, Vosloorus Extension 25 Township, Boksburg, Registration Division I.R. Transvaal, measuring 341 (three hundred and forty-one) square metres, situated at Erf 17656, Vosloorus Extension 25 Township, Boksburg.

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

Dwelling consisting of lounge, diningroom, kitchen, bedroom, bathroom, toilet.

The property is zoned Residential.

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

Auctioneers charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 18 January 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N24214/SC.)

Case No. 95/20274

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **RIBA, CORNELIUS,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a Sale Without Reserve will be held at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg on the **23 February 1996 at 11:15** of the undermentioned property of the Defendant on the Conditions to be read out by the Auctioneer at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg prior to the sale.

Erf 8092, Vosloorus Extension 9 Township, Boksburg, Registration Division I.R. Transvaal, measuring 300 (three hundred) square metres, situated at Erf 8092, Vosloorus Extension 9 Township, Boksburg.

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

Dwelling under tiled roof, lounge, kitchen, 2 bedrooms, bathroom, toilet.

The property is zoned Residential.

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

Auctioneers charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 17 January 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. R45984/SC.)

Case No. 91/15592

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and

BOSHOMANE, MAKGABO DANIEL, 1st Defendant, **BOSHOMANE, REFILOE JOHANNAH,** 2nd Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a Sale Without Reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg on the **22 February 1996 at 10:00** of the undermentioned property of the Defendant on the Conditions to be read out by the Auctioneer at 131 Marshall Street, Johannesburg and the full Conditions of Sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, 2nd Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale.

Erf 830, Protea North Township, Registration Division I.Q., Transvaal, measuring 232 (two hundred and thirty-two) square metres, situated at Erf 830, Protea North Township.

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

Well kept detached single storey dwelling under tiled roof, 3 bedrooms, 2 bathrooms, kitchen, lounge, diningroom.

The property is zoned Residential.

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

Auctioneers charges, payable on the day of sale, to be calculated as follows:

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

Signed at Johannesburg on the 18 January 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. B15022/PC.)

Case No. 19587/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **CHAUKE KHAZAMELA WILSON,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street Johannesburg on the **22 February 1996 at 10:00** of the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at 131 Marshall Street, Johannesburg and the full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Johannesburg West, 2nd Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 36, Chiawelo Township, Registration Division I.Q. Transvaal, measuring 392 (three hundred and ninety two) square metres, situated at Erf 36, Chiawelo Township.
36, Chiawelo Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, 2 bedrooms, kitchen, diningroom. *Outbuilding:* 2 garages.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 18 January 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. C15940/PC.)

Case No. 27624/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **NOKUBENI BUKELWA EILEEN,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street Johannesburg on the **22 February 1996 at 10:00** of the undermentioned property of the Defendant on the conditions to be read out by the Auctioneer at 131 Marshall Street, Johannesburg and the full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Johannesburg West, 2nd Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 179, Zola Township, Registration Division I.Q. Transvaal, measuring 227 (two hundred and twenty seven) square metres, situated at Erf 179, Zola Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, 3 bedrooms, bathroom, 2 rooms.

The property is zoned Residential.

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

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

Signed at Johannesburg on the 22 January 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty Sixth Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N46286/PC.)

Saak Nr. 14838/93

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **THE BODY CORPORATE OF THORA COURT,** Eiser, en **MNR A. BELLING,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 28 Januarie 1994 sal 'n verkoping gehou word op die **23ste Februarie 1996, om 10:00,** by die verkoopslokaal van die Balju van die ondervermelde eiendom van die verweerder onderworpe aan die voorwaardes by die Baljukantoor, Progress Laan 182, Technikon, Roodepoort, ter insae sal lê:

Eenheid 24, Thora Hof Nr 103 Kite Straat, Horison, Roodepoort, gehou deur Verweerder kragtens akte van Transport No ST39629/1992.

Die eiendom bestaan uit 2 slaapkamers, 1 badkamer, gang, kombuis, alhoewel daar geen waarborg aangeheg is nie.

Voorwaardes: 10% van die verkoopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n Bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopsvoorwaardes kan ingesien word ten kantore van die Balju, Roodepoort.

Gedateer te Florida op die 15de dag van Januarie 1996.

Van der Merwe Ingelyf, Eiser se Prokureurs, Goldmanstraat 6A, Florida; Posbus 1329, Florida. [Tel. (011) 472-4474.] (Verw. Liz van Rensburg/B80179.)

Saak Nr. 4564/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **THE BODY CORPORATE OF JEANINE COURT,** Eiser, en **MR B. CERONIO,** Verweerder

Ter uitwinning van 'n vonnis in die Landdroshof, Roodepoort, in bogemelde saak op 28 Januarie 1994 sal 'n verkoping gehou word op die **23ste Februarie 1996, om 10:00,** by die verkoopslokaal van die Balju van die ondervermelde eiendom van die verweerder onderworpe aan die voorwaardes by die Baljukantoor, Progress Laan 182, Technikon, Roodepoort, ter insae sal lê:

Eenheid 13, Jeanine Court, Fifth Avenue, Florida, gehou deur Verweerder kragtens akte van transport No ST48007/1992.

Die eiendom bestaan uit 1 slaapkamer, 1 badkamer, kombuis, lounge alhoewel daar geen waarborg aangeheg is nie.

Voorwaardes: 10% van die verkoopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n Bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopsvoorwaardes kan ingesien word ten kantore van die Balju, Roodepoort.

Gedateer te Florida op die 15de dag van Januarie 1996.

Van der Merwe Ingelyf, Eiser se Prokureurs, Goldmanstraat 6A, Florida; Posbus 1329, Florida. [Tel. (011) 472-4474.] (Verw. Liz van Rensburg/Z80025.)

Saaknr. 14020/94

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

Indie saak tussen **ABSA BANK BEPERK** (h/a ALLIED BANK voorheen ALLIED BOUVERENIGING), Eksekusieskuldeiser, en **C W F SWANEPOEL,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n Vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur Mnre. Property Mart Afslaers, op die **20ste dag van Februarie 1996 om 15:00** te Erf 1187, Birchleigh Noord Uitbreiding 1 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, Louis Bothalaan 244, Orange Grove:

Sekere Erf No. 1187, Birchleigh Noord Uitbreiding 1 Dorpsgebied, Registrasieafdeling IR, Transvaal, gehou onder Titelakte No. T84434/90, grootte 1 172 (een duisend een honderd twee en sewentig) vierkante meter, ook bekend as Shirleystraat 20, Birchleigh Noord Uitbreiding 1.

Beskrywing: Woonhuis bestaande uit 1 kombuis, 1 badkamer, 2 toilette, 2 slaapkamers, 1 sitkamer, 1 eetkamer, alles onder 'n teëldak, 2 motorhuise en 'n motor oprit. 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 Landdroshowe Wet.

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

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

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

Geteken te Kempton Park op hierdie 29ste dag van Desember 1995.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, No. 8 Die Eike, Monumentweg & Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1389.)

Saakno. 20452/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA BANK BEPERK,** Eiser, en **OLIVER, MICHAEL DAVID,** Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Kantoor No 9, Elna Randhof, h/v Selkirk & Blairgowriestrate, Randburg, op die **20ste dag van Februarie 1996 om 10:00** van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 715, Sundowner Uitbreiding 11 Dorpsgebied, Registrasie Afdeling I.Q. Transvaal en ook bekend as Taurusweg 715, Sundowner Uitbr 11, grootte 1 093 m^2 (een nul nege drie) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou:* Ingangsportaal, sitkamer, eetkamer, studeerkamer, 3 slaapkamers, badkamer/toilet, stort/toilet, kombuis. *Buitegeboue:* Geen. *Konstruktueer:* Baksteen met teël.

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

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

Gedateer te Johannesburg op hede die 17 dag van Januarie 1996.

Rossouws Prokureurs, Eiser se Prokureurs, 9de Verdieping, Atkinson Huis, Eloff en Albertstrate, Johannesburg; Posbus 1588. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8417E.)

Saak No. 18014/95

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen **ALLIED BANK** ('n divisie van ABSA BANK BPK), Eiser, en **JACOB WOUTER GIDEON BAASDEN,** 1ste Verweerder, **ROSEMARY BAASDEN,** 2de Verweerder

Ingevolge uitspraak van die Landdros van Germiston en lasbrief tot eksekusie, gedateer 9 Januarie 1996 sal die hiernagenoemde eiendom op Woensdag, **21 Februarie 1996 om 10:00** verkoop word aan die hoogste bieder deur Property Mart, te die vaste eiendom naamlik:

Erf 15, Klopperpark-dorpsgebied, Registrasie Afdeling IR, Transvaal, geleë aan Planeetstraat 17, Klopperpark, Germiston, groot 793 vierkante meter.

Die Vonniseiser beskrywe die verbeterings op die eiendom maar geen waarborge word gegee in hierdie verband:

Verbeterings: Woonhuis onder teëldak bestaande uit ingangsportaal, sitkamer, eetkamer, 3 slaapkamers, 1 badkamer met toilet en kombuis. *Buitegeboue:* Motorafdak en toilet.

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 verkoopvoorwaardes sal deur die Balju Landdroshof, uitgelees word net voor die veiling, en kan nagesien word in die kantore van die Balju Landdroshof, Germiston Noord, te 4de Vloer, Standard Towers, Presidentstraat 247, Germiston, asook te die kantore van Property Mart, 1ste Vloer, Pogir Bastion, Insurance House, Louis Bothalaan 244, Orange Grove, Johannesburg.

Wright, Rose-Innes, Prokureurs vir Eiser, Presidentstraat 305, Germiston. (Verw. W. de Vos/WB.)

Case No. 8697/94

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

In the matter between **GERMISTON CITY COUNCIL,** Plaintiff, and **R D F TOLKEN,** Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston and writ of execution dated 15 November 1995 the property listed herein will be sold in execution on Monday, the **26th February 1996 at 10:00** at the offices of the Sheriff Magistrate's Court, United Building, 177 President Street, Germiston, to the highest bidder:

Erf 1031, Alberton Ext 10 Township, Registration Division IR, Transvaal, situated at 69 Jacoba Street, Alberton Ext 10, measuring 2 141 square metres.

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

Improvements: Bedrooms.

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.

Dated: 22/1/96.

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

Case No. 8186/94

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

In the matter between **NBS BANK LTD,** formerly known as NATAL BUILDING SOCIETY LTD, Plaintiff, and **HERMANUS STEFANUS WOLFAARDT,** 1st Defendant, **MARTHA GERTRUIDA WOLFAARDT,** 2nd Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston on 27 September 1994 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on **26th February, 1996 at 10:00** at the Sheriff's Office, United Building, 3rd Floor, 177 President Street, Germiston, to the highest bidder:

Certain Erf 4, Castleview Township, Registration Division IR, the Province of Gauteng, situated on 3 Kipling Road, Castleview, Germiston, measuring 694 (six hundred and ninety-four) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey building tiled roof, comprising of lounge, dining-room, kitchen, laundry, dressing room, 3 bedrooms, 2 bathrooms, 1 garage, 1 w/c. Zoned "Residential".

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, Germiston.

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

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N0020/Mrs Kok.)

Case No. 1251/93

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

In the matter between **NBS BANK LIMITED,** Plaintiff, and **VALLABH BHANA,** Defendant

A sale in execution will be held at **10:00** on the **22nd** day of **February 1996** at 603A, 6th Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

Erf 810, situated in the Township Laudium, Registration Division, J.R., Transvaal, measuring 446 square metres, known as 320 Indigo Street, Laudium.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, brick walls, IBR pitched roof, tiles, p.v.c., fitted carpets, lounge, dining room, kitchen, 3 bedrooms, 1 bathroom, 1 wc, concrete walls and concrete pavings.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria North West.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. (Ref. Mr Stolp/RH/M.9169.)

Case No. 6794/95

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

In the matter between **NBS BANK LIMITED,** Plaintiff, and **WINSTON CHARLES McMENAMIN,** Defendant

A sale in execution will be held at **11:00** on the **23rd** day of **February 1996** at Wonderboom, Portion 83, De Onderstepoort, just north of Sasko Mills, Old Warmbaths Road, Bon Accord, of:

Erf 153, situated in the Township Amandasig, Registration Division, J.R., Province of Gauteng, measuring 1 290 square metres, known as 15 Spekboom Avenue, Amandasig, Pretoria North.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, brick walls, tile roof, fitted carpets, tiles, lounge, dining room, kitchen, pantry, 5 bedrooms, 2 bathrooms, 2 showers, 3 wc's, entrance, family room, scullery, bar, d/garages, 1 servants room, 1 outside wc and sh, boundary: brick walls, gates, b/hole, BBQ and brick paving.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria Wonderboom.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.1395.)

Case No. 25857/95
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 **WILKEN, JOHANNES ADAM,** 1st Execution Debtor, **WILKEN, LOUISE,** 2nd Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak and Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on the **22nd February, 1996 at 10:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of Attorneys De Klerk, Vermaak and Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 681 situated in the Township of Three Rivers Extension 1, Registration Division IQ, Transvaal, being 13 Berg Street, Three Rivers Extension 1, Vereeniging, measuring 1 115 (one thousand one hundred and fifteen) square metres.

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

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

Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the 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 22 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/W205.)

Case No. 95/25713
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 **JACOBS, SEKAYI JOYCE,** Execution Debtor

In execution of a judgement of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg on the **29 February, 1996 at 10:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 814, situated in the Township of Jabavu Central Western, Registration Division I.Q., Transvaal; being 814, Lekala Drive, Jabavu Central Western, Johannesburg, measuring 275 (two hundred and seventy-five) square metres.

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

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

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

Dated at Johannesburg this 22nd day of January, 1996.

B. W. Webber, for Ramsay, Webber and Company, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/bt/J.127.)

Case No. 95/18614
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 **KODISANG, THABANG RAYMOND,** 1st Execution Debtor, and **KODISANG, ESTHER LINDIWE,** 2nd Execution Debtor

In execution of a judgement of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office, Springs on the **23 February, 1996 at 11:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56, 12th Street, Springs, prior to the sale:

Certain all right, title and interest in the Leasehold in respect of Erf 14670, situated in the Township of Kwa-Thema Extension 2, Registration Division I.R., Transvaal; being 14670 Sethuse Street, Kwa-Thema Extension 2, Springs, measuring 319 (three hundred and nineteen) square metres.

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

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

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

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

B. W. Webber, for Ramsay, Webber and Company, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/K298.)

Case No. 95/27724
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 **SIBOTHO, LESLEY MADODANA,** 1st Execution Debtor, and **SIBOTHO, PUMLA LYNETT,** 2nd Execution Debtor

In execution of a judgement of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office, Boksburg on the **23 February, 1996 at 11:15** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain Erf 1869, situated in the Township of Dawn Park Extension 27, Registration Division I.R., Transvaal; being 69 Stanton Road, Dawn Park Extension 27, Boksburg, measuring 816 (eight hundred and six) square metres.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 3 bedrooms, 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 19th day of January, 1996.

B. W. Webber, for Ramsay, Webber and Company, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/S762.)

Case No. 95/19651
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, MANDLA NICHOLAS,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office, Boksburg on the **23 February, 1996 at 11:15** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain Erf 1553, situated in the Township of Dawn Park Extension 24, Registration Division I.R., Transvaal; being 9 Stanton Street, Dawn Park Extension 24, Boksburg, measuring 1 082 (one thousand and eighty-two) square metres.

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

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

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

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

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys, 5th Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Foreclosures/fp/N376.)

Case No. 14687/95
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 **MASHICELA, EDWARD MANGALISO,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office, Springs on the **23 February, 1996 at 11:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56, 12th Street, Springs, prior to the sale:

Certain all right, title and interest in the Leasehold in respect of Erf 13743, situated in the Township of Kwa-Thema Extension 2, Registration Division I.R., Transvaal; being 13743 Makunyane Street, Kwa-Thema Extension 2, Springs, measuring 384 (three hundred and eighty-four) square metres.

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

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

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

Dated at Johannesburg this 19th 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/M1153.)

Case No. 95/24939

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED,** Plaintiff, and **MLANGENI SUSAN,** Defendant

In pursuance of a judgment in the Supreme Court, Witwatersrand Local Division and writ of execution the property listed hereunder which was attached on the 17th day of January 1996 will be sold in execution on **Friday the 23rd day of February 1996 at 10:00** at the offices of the sheriff of the Supreme Court, 50 Edwards Avenue, Westonaria to the highest bidder:

Erf 1705, Lawley Extension 1 Township, Registration Division I.Q., Transvaal in extent 406 (four hundred and six) square metres, situated at 1705 Pike Crescent, Lawley Extension 1, Westonaria.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single storey dwelling, detached. *Walls:* Brick & plaster. *Roof:* Tile. *Floor:* Grano. *Rooms:* Lounge, kitchen, 3 bedrooms, 1 bathroom, 1 toilet. *Outbuildings:* None. *Boundary:* Fenced. *Improvements:* None.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's office, 50 Edwards Avenue, Westonaria for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., 9th Floor, NBS Building, corner of Market & Rissik Streets, Johannesburg. (Tel. 336-3913/4; 336-3921/2/3.) (Ref. Mr Steyn/1552.) (Docex: DX.571.)

Case No. 95/13113

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED,** Plaintiff, and **MABENA GILBERT,** Defendant

In pursuance of a judgment in the Supreme Court, Witwatersrand Local Division and writ of execution the property listed hereunder which was attached on the 21st day of December 1995 will be sold in execution on **Friday the 23rd day of February 1996 at 10:00** at the offices of the Sheriff of the Supreme Court, 50 Edwards Avenue, Westonaria to the highest bidder:

Erf 532 Lawley Extension 1 Township, Registration Division I.Q., Transvaal in extent 406 (four hundred and six) square metres, situate at 532 Catfish Crescent, Lawley Extension 1, Westonaria.

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

Residence, single storey dwelling, detached.

Walls: Brick & plaster.

Roof: Tile.

Floor: Grano.

Rooms: Lounge, kitchen, 3 bedrooms, 1 bathroom, 1 toilet.

Outbuildings: None.

Boundary: Fenced.

Improvements: None.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the Sheriff's office, 50 Edwards Avenue, Westonaria for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., 9th Floor, NBS Building, corner of Market & Rissik Streets, Johannesburg. (Tel. 336-3913/4 336-3921/2/3.) (Ref. Mr Steyn/1413.) (Docex:DX.571.)

Case No. 95/19287

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED,** Plaintiff, and **MOLLENTZE LESLIE,** Defendant

In pursuance of a judgment in the Supreme Court, Witwatersrand Local Division and writ of execution the property listed hereunder which was attached on the 15th day of January 1996 will be sold in execution on **Tuesday, the 20th day of February 1996 at 10:00** at the offices of the Sheriff of the Supreme Court, 1st Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton to the highest bidder:

Erf 2129 Brackendowns Exension 2 Township, Registration Division I.R., Transvaal in extent 1 000 (one thousand) square metres, situate at 37 Andries Street, Brackendowns Extension 2, Alberton.

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

Residence, single storey dwelling, detached.

Walls: Brick & plaster.

Roof: Tile.

Floor: Fitted carpets and tiles.

Rooms: Lounge, dining room, kitchen, 3 bedrooms, 1 bathroom, 1 toilet.

Outbuildings: None.

Boundary: Concrete walls.

Improvements: Walls, paving & swimming pool.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the Sheriff's office, 1st Floor, Terrace Building, 1 Easton Terrace, New Redruth, Alberton for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., 9th Floor, NBS Building, corner of Market & Rissik Streets, Johannesburg. (Tel. 336-3913/4 336-3921/2/3.) (Ref. Mr Steyn/1495.) (Docex:DX.571.)

Case No. 94/5479

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED,** Plaintiff, and **BEKKER DESMOND BRIAN,** 1st Defendant, **BEKKER DEBORAH LAUREEN,** 2nd Defendant

In pursuance of a judgment in the Supreme Court, Witwatersrand Local /Division and writ of execution the property listed hereunder which was attached on the 16th day of August 1995 will be sold in execution on **Thursday the 22nd day of February 1996 at 10:00** at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 157 Rewlatch Extension 1 Township, Registration Division I.Q., Transvaal in extent 595 (five hundred and ninety-five) square metres situate at 15 Elton Road, Rewlatch Extension 1, Johannesburg.

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

Residence, single story dwelling, detached.

Walls: Brick & painted plaster.

Roof: Corrugated iron.

Floor: Parquet, fitted carpets and tiles.

Rooms: Lounge, dining room, study, kitchen, 2 bedrooms, 1 bathroom, 1 toilet.

Outbuildings: 1 Garage, 1 carport, 1 servant, 1 store, 1 toilet.

Boundary: Fenced, brick & concrete walls.

Improvements: Concrete drive and terrances.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the Sheriff's office, 100 Sheffield Street, Turffontein, Johannesburg for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., 9th Floor, NBS Building, corner of Market & Rissik Streets, Johannesburg. (Tel. 336-3913/4 336-3921/2/3.) (Ref. Mr Steyn/1021.) (Docex:DX.571.)

Case No. 95/26031

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED,** Plaintiff, and **MIYA THEMBA GLEN,** 1st Defendant, **MIYA PULENG IVY,** 2nd Defendant

In pursuance of a judgment in the Supreme Court, Witwatersrand Local Division and writ of execution the property listed hereunder which was attached on the 17th day of January 1996 will be sold in execution on **Friday the 23rd day of February 1996 at 10:00** at the offices of the Sheriff of the Supreme Court, 50 Edwards Avenue, Westonaria to the highest bidder:

Erf 4458 Lenasia South Extension 4 Township, Registration Division I.Q., Transvaal in extent 987 (nine hundred and eighty-seven) square metres situated at 4458 Mount Rainer Street, Lenasia South Extension 4, Lenasia.

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

Residence, single storey dwelling, detached.

Walls: Brick & plaster.

Roof: Tile.

Floor: Fitted carpets and ceramic tiles.

Rooms: Lounge, kitchen, 3 bedrooms, 1 bathroom, 1 toilet.

Outbuildings: None.

Boundary: Fenced.

Improvements: 3 strands wire on Dolon poles.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the Sheriff's office, 50 Edwards Street, Westonaria for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., 9th Floor, NBS Building, corner of Market & Rissik Streets, Johannesburg. (Tel. 336-3913/4 336-3921/2/3.) (Ref. Mr Steyn/1569.) (Docex:DX.571.)

Case No. 95/15319

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED,** Plaintiff, and **BREWS GRETHA,** Defendant

In pursuance of a judgment in the Supreme Court, Witwatersrand Local Division and writ of execution the property listed hereunder which was attached on the 30th day of November 1995 will be sold in execution on **Thursday the 22nd day of February 1996 at 10:00** in front of the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg to the highest bidder:

Remaining Extent of Erf 1441 Westdene Township Registration Division I.R., the Province of Gauteng in extent 4 468 (four thousand four hundred and sixty-eight) square metres, situated at 26B Banburry Road, 5 off Koria Road, Westdene, Johannesburg.

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

Residence, single and double storey dwelling, detached.

Walls: Brick & plaster.

Roof: Corrugated iron.

Floor: Fitted carpets and tiles.

Rooms: 3 Cluster units consist of lounge, dining room, kitchen, 3 bedrooms, 2 bathrooms, 1 shower, 2 toilets and 1 balcony.

5 Cluster units consist of lounge, dining room, kitchen, 2 bedrooms, 2 bathrooms, 1 shower, 2 toilets, 1 balcony.

20 Sectional title units consist of lounge, dining room, kitchen, 2 bedrooms, 2 bathrooms, 2 toilets, 1 balcony.

Outbuildings: None.

Boundary: Walls.

Improvements: Walling, electric fence, intercom and electric gate, refuse area.

Conditions of sale: The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the Sheriff's office, 131 Marshall Street, Johannesburg for the Supreme Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on the 16th day of January 1996.

De Villiers & Co., 9th Floor, NBS Building, corner of Market & Rissik Streets, Johannesburg. (Tel. 336-3913/4 336-3921/2/3.) (Ref. Mr Steyn/1460.) (Docex:DX.571.)

Case No. 32870/94

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

In the matter between **PRETORIUM TRUST,** Plaintiff, and **MR A. STEWART,** Defendant

In pursuance of a Judgment of the Magistrate of Pretoria, granted on the 11th October 1994 and a Warrant of Execution issued in pursuance thereof the undermentioned property will be sold in execution on **Tuesday, the 27th day of February 1996 on 10:00** by the Messenger of Court at the N G Sinodale Centrum, 234 Visagie Street, Pretoria to the highest bidder, namely:

(a) Section No. 46 as shown and more fully described on Sectional Plan No. SS222/91 in the scheme known as Erica in respect of the land and building or buildings situated at erf 1103 Sunnyside, Central Pretoria Metropolitan Substructure, of which section the floor area according to the said sectional plan sixteen (16) square metres in extent; and

(b) and 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 held by virtue of Certificate of Registered Sectional Title ST59578/92, situated at 32 Erica flats, 11A Ericastreet, Sunnyside, Pretoria.

The property can be described as follows: 2 1/2 bedrooms with built in cupboards, with toilet and bathroom with toilet, kitchen with washing basin and built in cupboards and fully carpets.

The property will be sold with a reserve price. The purchase price shall be paid as to 10% thereof on the day of the sale and the unpaid balance together with interest thereon, as stated in the Conditions of Sale, to date of registration of transfer shall be paid or secured by the delivery of an acceptable bank or building society guarantee within 14 (fourteen) days of the date of sale. The Full and complete Conditions of sale which will be read immediately prior to the sale may be inspected at the offices of the Messenger's Court, Pretoria Pretoria Central.

Dated at Pretoria on this 23rd day of January 1996.

Van Zyl Le Roux & Hurter Inc., 2nd Floor, 38 Church Square, Church Square, Pretoria. (Tel. 21-9231.) (Ref. mnr. J. A. van Zyl.)

Case No. 32116/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED,** Plaintiff, and **FOREST HEIGHTS (PTY) LTD,** Defendant

In pursuance of a judgment in the Supreme Court of Johannesburg, district Johannesburg and writ of execution the property listed hereunder which was attached on the 2nd June 1994 will be sold in execution on **Thursday the 22nd day of February 1996 at 10:00** at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

(1) A unit consisting of:

(a) Section No. 1 as shown and more fully described on Sectional Plan No. SS48/1987 in the scheme known as Forest Heights in respect of the land and building or buildings situated at Forest Hill Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 87 (eighty-seven) square metres in extent; and

(b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Title ST48/1987 (1) UNIT.

(2) A unit consisting of:

(a) Section No. 2 as shown and more fully described on Sectional Plan No. SS 48/1987 in the scheme known as Forest Heights in respect of the land and building or buildings situated at Forest Hill Township, in the area of the Johannesburg Local Authority of whicht the floor area, according to the said sectional plan, is 87 (eighty-seven) square metres in extent; and

(b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said Sectional Plan, held under Certificate of Registered Title ST 48/1987 (2) UNIT.

(3) A unit consisting of:

(a) Section No. 3 as shown and more fully described on Sectional Plan No. SS 48/1987 in the scheme known as Forest Heights in respect of the land and building or buildings situated at Forest Hill Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 75 (seventy-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, held under Certificate of Registered Title ST 48/1987 (3) UNIT.

(4) A unit consisting of:

(a) Section No. 4 as shown and more fully described on Sectional Plan No. SS48/1987 in the scheme known as Forest Heights in respect of the land and building or buildings situated at Forest Hill Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 78 (seventy-eight) square metres in extent; and

(b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Title ST 48/1987 (4) UNIT.

(5) A unit consisting of:

(a) Section No. 5 as shown and more fully described on Sectional Plan No. SS 48/1987 in the scheme known as Forest Heights in respect of the land and building or buildings situated at Forest Hill Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 78 (seventy-eight) square metres in extent; and

(b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Title ST 48/1987 (5) UNIT.

(6) A unit consisting of:

(a) Section No. 6 as shown and more fully described on Sectional Plan No. SS 48/1987 in the scheme known as Forest Heights in respect of the land and building or buildings situated at Forest Hill Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 75 (seventy-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, held under Certificate of Registered Title ST 48/1987 (6) UNIT.

(7) A unit consisting of:

(a) Section No. 7 as shown and more fully described on Sectional Plan No. SS 48/1987 in the scheme known as Forest Heights in respect of the land and building or buildings situated at Forest Hill Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 56 (fifty-six) square metres in extent; and

(b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Title ST 48/1987 (7) UNIT.

(8) A unit consisting of:

(a) Section No. 8 as shown and more fully described on Sectional Plan No. SS 48/1987 in the scheme known as Forest Heights in respect of the land and building or buildings situated at Forest Hill Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 43 (forty-three) square metres in extent; and

(b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Title ST 48/1987 (8) UNIT.

(9) A unit consisting of:

(a) Section No. 9 as shown and more fully described on Sectional Plan No. SS 48/1987 in the scheme known as Forest Heights in respect of the land and building or buildings situated at Forest Hill Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 87 (eighty-seven) square metres in extent; and

(b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Title ST 48/1987 (9) UNIT.

(10) A unit consisting of:

(a) Section No. 10 as shown and more fully described on Sectional Plan No. SS 48/1987 in the scheme known as Forest Heights in respect of the land and building or buildings situated at Forest Hill Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 78 (seventy-eight) square metres in extent; and

(b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Title ST 48/1987 (10) UNIT.

(11) A unit consisting of:

(a) Section No. 11 as shown and more fully described on Sectional Plan No. SS 48/1987 in the scheme known as Forest Heights in respect of the land and building or buildings situated at Forest Hill Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 78 (seventy-eight) square metres in extent; and

(b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Title ST 48/1987 (11) UNIT.

(12) A unit consisting of:

(a) Section No. 12 as shown and more fully described on Sectional Plan No. SS 48/1987 in the scheme known as Forest Heights in respect of the land and building or buildings situated at Forest Hill Township, in the area of the Johannesburg Local Authority of which the floor area, according to the said sectional plan, is 75 (seventy-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, held under Certificate of Registered Title ST 48/1987 (12) UNIT, situated at corner of Koll & South Streets, Forest Heights, Forest Hill, Johannesburg.

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

Double storey block of flats, attached.

12 Units.

Number of storeys: 2.

Floors: Fitted carpets and tiles.

Walls: Plaster.

Roof: Tile.

3 Units: Lounge, dining, kitchen, 3 bedrooms, 1 bathrooms, 1 toilet, 1 balconies.

7 Units: Lounge, dining, kitchen, 2 bedrooms, 1 bathrooms, 1 toilet, 1 balconies.

1 Unit: Lounge, dining, kitchen, 1 bedrooms, 1 bathrooms, 1 toilet, 1 balconies.

1 Unit: Bachelor, bedsitter, kitchen, 1 bathroom, 1 toilet, 1 balconies.

Outbuildings: 5 Carports, 2 servants, 1 toilet, Gasmeterroom.

Boundary: Brick walls.

Other improvements: Walling, paving, 5 carports, screenwalling.

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 immediatly prior to the sale, may be inspected at the Sheriff's office, 100 Sherfield Street, Turffontein for the Supreme Court, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., 9th Floor, NBS Building, corner of Market & Rissik Streets, Johannesburg. (Tel. 336-3914/4 336-3921/2/3.) (Ref. Mr Steyn/0842.) (Docex:DX.571.)

Case No. 120667/1994
PH46

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

In the matter between **THE BODY CORPORATE OF DAVENTRY COURT,** Judgment Creditor, and **MRS S. STROOH,** Judgment Debtor

In pursuance of a Judgment granted in the Magistrate's Court and a Warrant of Execution dated the 1st March 1995 issued by the Court at Johannesburg, the following properties will be sold in execution by the Sheriff of the Court, at 131 Marshall Street, Johannesburg, to the highest bidder on the **16th day of February 1996 at 10:00:**

Certain Section No. 15 as shown and more fully described on Sectional Plan No. SS98/86 in the Scheme known as Daventry Court in respect of the land and building or buildings situated at Killarney Township in the area of the Local Authority of the Greater Johannesburg Transitional Metropolitan Council, measuring 23 square metres; and

Certain Section No. 80 as shown and more fully described on Sectional Plan SS98/86 in the Scheme known as Daventry Court in respect of the land and building or buildings situated at Killarney Township in the area of the Local Authority of the Greater Johannesburg Transitional Metropolitan Council, measuring 16 square metres, both held by Deed of Transfer ST 47082/1991 (known as 12A Daventry Court, 8–10 Riviera Road, Killarney, Johannesburg).

Conditions of sale:

1. The properties shall be sold subject to a reserve price of R32 000,00 and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court and the rules made thereunder and of the Title Deeds, in so far as these are applicable.

2. The following improvements on the properties are reported but nothing is guaranteed: Bachelor flat, on the Ground Floor, with kitchen, bathroom and toilet; and Garage No. 65.

3. *Terms:* The purchase price shall be paid as to 10% thereof on the day of the sale to the Sheriff of the Court and the unpaid balance thereof, together with interest thereon from date of sale to date of registration of transfer at the rate of 24% per annum, shall within 30 (thirty) days be paid or secured by a bank or building society guarantee.

4. *Conditions:* The full conditions of sale may be inspected in the office of the Sheriff of the Court for Johannesburg North.

Dated at Johannesburg on this the 16th day of January 1996.

Krowitz Perlow and Hertz, Plaintiff's Attorneys, 2nd Floor, 14 New Street South, P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. Mr C. A. Perlow/TK/P174.)

Case No. 1966/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **PIETER WILLEM BESTER,** First Defendant, and **BEULAH EMBRENTIA BESTER,** Second Defendant

In execution of a Judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the abovementioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on **23 February 1996, at 10:00** the Magistrate's Court, corner of Van Staden an Klopper Streets, Rustenburg:

Portion 172 (a portion of Portion 108) of the farm Waterkloof 305, Registration Division J.Q. Transvaal, in extent 9,8010 (nine comma eight nil one nil) hectare, held by the First and Second Defendants under Deed of Transfer No. T64230/88, situated at Plot 10, Waterval Rex, Rustenburg District (from Rustenburg ± 16km on the Johannesburg road, opposite 'Rex Scrapyard' is a farm stall 'Little Sweetness', turn right directly next to the farm stall).

The following information is furnished, though in this respect nothing is guaranteed: Dwelling house with tiled roof, consisting of 4 bedrooms, lounge, diningroom, study, needle room, kitchen, laundry, scullery, bathroom with shower, 2 bathrooms and toilet, 4 garages, 6 servants rooms, swimming pool. Precast and wire fencing.

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

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

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 23rd Floor, SALU Building, corner of Andries and Schoeman Streets, Pretoria. (Tel. 339-8311.) (Ref. R389061/ldw.)

Case No. 20431/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **STANDARD BANK OF SOUTH AFRICA,** Plaintiff, and **INDALECIO JOSE MONTEIRO PINTO,** First Defendant, and **KARIN SANDRA LOUISE PINTO,** Second Defendant

In execution of a Judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the abovementioned suit, the following property without a reserve will be sold in execution to the highest bidder, to be held on **23rd February 1996, at 10:00** at the Magistrate's Office, Delville Street, Witbank:

Erf 338, Del Judor Township, Registration Division J.S. Transvaal, measuring 1 301 (one thousand three hundred and one) square metres, held by First and Second Defendants by virtue of Deed of Transfer No. T.51590/94, situated at 12 Karel Street, Witbank.

The following information is furnished, though in this respect nothing is guaranteed: Dwelling under corrugated iron roof, consisting of 4 bedrooms, lounge, dining-room, kitchen, dressingroom, 2 bathrooms and toilet. 2 garages, servant's quarters with shower and toilet. Brick walls.

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

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

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 23rd Floor, SAAU Building, corner of Schoeman and Andries Streets, Pretoria. (Tel. 339-8311.) (Ref. R3/451378/ldw.)

Case No. 20621/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **PATRICK HENDRIK CLOETE,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Pretoria East, at Fehrs Lane Centre, 130B Struben Street, Pretoria, on **Wednesday, 28th February 1996 at 10:00** of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Pretoria East, at Fehrs Lane Centre, 130 B Struben Street, Pretoria:

Portion 1 of Erf 542, situated in Brooklyn, Registration Division J.R Transvaal, measuring 1 276, square metres, held by virtue of Deed of Transfer T60713/91, known as 261 Charles Street, Brooklyn, Pretoria.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling house consisting of entrance hall, lounge, diningroom, familyroom, kitchen, laundry, 3 bedrooms, 2 bathrooms/toilets, 2 showers. Outbuildings consist of 1 garages, 2 carports, 1 servant's room, 1 toilet. There is a swimming pool on the property.

Dated at Pretoria on this the 23rd 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 HA3213.)

Saak No. 418/1995

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **ABSA BANK BEPERK,** Eksekusieskuldeiser, en **WILLEM CHRISTOFFEL JANSEN VAN RENSBURG,** Eksekusieskuldenaar

Ingevolge 'n vonnis van die Landdroshof vir die distrik Krugersdorp gedateer 20 Junie 1995 en 'n lasbrief vir eksekusie gedateer 27 Junie 1995 sal die volgende eiendom in eksekusie verkoop word te die kantore van die Balju van Krugersdorp te Klaburnhof, 22B Ockersestraat, Krugersdorp, op die **28ste dag van Februarie 1996 om 10:00** aan die hoogste bieder:

Erf 3490, Noordheuwel Uitbreiding 4, Registrasie Afdeling I.Q., Gauteng, groot 1 010 (eenduisend en tien) vierkante meter, gehou kragtens Akte van Transport Nr. T. 39198/1993, ook bekend as Marneweg 63, Noordheuwel Uitbreiding 4, Krugersdorp.

Kort beskrywing van eiendom: Woonhuis met buitegeboue geen waarborge word in die verband gegee nie.

Terme: Tien persent (10%) van die koopprys en afslaerskommissie (indien enige) in kontant betaalbaar ten tye van verkoping en die balans teen registrasie van transport, verseker te word deur 'n goedgekeurde bank of bouverenigingswaarborg gelewer te word binne 30 (dertig) dae daarna.

Die verkoopsvoorwaardes mag gedurende kantoorure by die kantore van die Balju te Grond Vloer, Klaburn Hof, Ockerse-straat 22B, Krugersdorp, besigtig word.

Gedateer te Krugersdorp hierdie 23 dag van Januarie 1996.

M. Breytenbach, vir Blake Bester Ingelyf, p.a. Adrian Engelbrecht en Vennote, Humanstraat 12, Krugersdorp. (Tel. 953-4202.) (Verw. mnr. Breytenbach/CC/A.256.)

Case 9182/1991

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 **MATANANA PHILLIP MATHE,** 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 721, Ramakonopi Oos Township, Registration Division I.R., the Province of Gauteng, measuring 294 (two hundred and ninety-four) square metres, property also known as 721 Ramakonopi Oos, Katlehong, District Alberton.

Comprising: Lounge, dining room, 3 bedrooms, kitchen, 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. 20206/KD/PT.)

Case 6104/1994

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

In the matter between **ABSA BANK LIMITED** (ALLIED BANK DIVISION), Plaintiff, and **PETRUS CORNELIUS VERMEULEN,** First Defendant, and **ISABELLA MAGDALENA VERMEULEN,** 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 65, Roodekop Township, Registration Division I.R., the Province of Gauteng; measuring 805 (eight hundred and five) square metres; property also known as 144 Antelope Street, Roodekop, Alberton.

Comprising lounge, diningroom, kitchen, 3 bedrooms, bathroom, 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: 18 January 1996.

K. Dinner, for Abe Dinner Pestana & Associates, Attorneys for Plaintiff, 2nd Floor, United Building, Library Street, Germiston, 1401. (Ref. 20677/KD/PT.)

Saak No. 3101/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **NEDCOR BANK BEPERK,** Eiser, en **LOUIS WILHELMUS JACOBUS DU PLESSIS,** Eerste Verweerder, **JOHANNA MAGDALENA DU PLESSIS,** Tweede Verweerder

Ingevolge die Vonnis in bogenoemde Agbare Hof verkry op 6 Desember 1995 en 'n Lasbrief vir Eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusie skuldenaar op **14 Februarie 1996 om 12:00** te die Baljukantoor, Cornellstraat 21, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 407, Evander, geleë in die dorp Evander, Registrasie Afdeling I.S. Mpumalanga.

Adres: Munchenstraat 81, Evander.

Beskrywing van eiendom: 3 x slaapkamers, 1 x badkamers, 1 x kombuis, 1 x sitkamer, 1 x toilet, 1 motorhuis, steengebou, sinkdak, omheining.

Groot: 793 (sewehonderd drie-en-negentig) vierkante meter.

Geteken te Secunda op hede hierdie 19de dag van Januarie 1996.

A. J. G. Viljoen, vir Vos, Viljoen & Becker Prokureurs, Eerste Vloer, S.A. Perm Gebou, Secunda, 2302. (Tel. 312550.)

Saaknommer 7404/95

IN DIE HOOGGEREGSHOF VIR SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **STANDARD BANK VAN SA BEPERK,** Eiser, en **JABULANI APRIL SIBONYONE,** Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n Lasbrief vir Eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, **23 Februarie 1996 om 11:00** deur die Balju vir die Hooggeregshof, Wonderboom, gehou te die Balju se kantore, Gedeelte 83, De Onderstepoort (net Noord van die Sasko Meule) Ou Warmbadpad, Bon Accord, Pretoria, Gauteng, aan die hoogste bieder:

Erf 2309, Soshanguve-L Township, Registrasie Afdeling JR, Gauteng, groot 676 vierkante meter, gehou kragtens Akte van Transport T101928/94.

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

Straatadres: Standplaas 3209, Blok L, Soshanguve.

Verbeterings: Teëldakwoonhuis met ingangsportaal, sitkamer, eetkamer, familiekamer, studeerkamer, kombuis, waskamer, 3 slaapkamers, 2 badkamers, 2 toilette, 2 garages, steenmuur en steenplaveisel.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

Terme: 10% (tien persent) van die koopprys in konant 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 Koper op die dag van verkoping.

Verkoopsvoorwaardes: Dit lê ter insae by die Kantoor van die Balju vir die Hooggeregshof: Wonderboom, Gedeelte 83, De Onderstepoort (net Noord van Sasko Meule) Ou Warmbadpad, Bon Accord, Pretoria.

Gedateer te Pretoria hierdie 25ste dag van Januarie 1996.

Haasbroek en Boezaart Ing., Eiser se Prokureurs, 2de Vloer, Momentumsentrum Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel. (012) 322 4401.] (Verw. V. Rensburg/Z9521/95/BVDM.)

Case No. 95/8499

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **BIRKETT: DENIS BERESFORD,** Plaintiff, and **BIRKETT: NOEL EDWARD,** Defendant

In terms of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division) and Writ dated 9 May 1995 in the above matter, a sale by public auction with a reserve price will be held by the Sheriff of the Supreme Court, Sheriff's Office, 3rd Floor, United Building, 177 President Street, Germiston, on the **19 day of February at 10:00** upon conditions which may now be inspected at the Sheriff's offices at 3rd Floor, United Building 177 President Street, Germiston, and which will be read by him at the time of the sale, of the following property:

Certain: Erf 268, Albemarle Township, Registration Division I.R., the Province of Gauteng, measuring 992 (nine hundred and ninety-two) square metres, held by Defendant in terms of Deed of Transfer No. T29800/92, situated at 45 Rohrs Road, Albemarle, Germiston.

The following improvements appear on the property:

Improvements: Dwelling with 3 bedrooms, 1 kitchen , 1 lounge/family room, 2 bathrooms, double garage, servant's quarters, swimming pool, the property is fully walled. (These improvements are not warranted to be correct and are not guaranteed.)

Terms: Ten percent (10%) of the purchase price and auctioneer's charges in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff within 14 (fourteen) days from the date of sale. Subject to the Conditions of Sale.

Date of sale: 19 February 1996.

Bernard L. du Plessis, Plaintiff's Attorneys, 100 Marwik Centre, 17 Fore Street, New Redruth, Alberton, 1450; P.O. Box 1346, Alberton, 1450. (Tel. 907-8304/5.) (Ref. Mr du Plessis/DE/17654.)

Case No. 95/26699
PH 222

SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED** (Reg. No. 87/01384/06), Plaintiff, and **VAN WYK: JAN WHIELLY,** First Defendant, **PETER: NOMSA VUYOKAZI,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa, (Witwatersrand Local Division), in the abovementioned suit, a sale without reserve will be held at the Offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on **22nd February 1996, at 10:00**, of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 915, Kibler Park Township, Registration Division I.Q., Province of Pretoria–Witwatersrand–Vereeniging, measuring 1 155 (one thousand one hundred and fifty-five) square metres, held under Deed of Transfer No. T. 30994/1995 and situated at 11 Hulda Street, Kibler Park, Johannesburg, zoned Residential (hereinafer referred to as the property).

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey residential building of brick walls and tiled roof. Consisting of a lounge, diningroom, study, kitchen, pantry, three bedrooms, two bathrooms, two showers, two w.c.'s. Outbuildings consist of a double carport, a single servant's quarter and w.c. A flatlet consisting of a lounge, kitchen, two bedrooms and one bathroom. The boundary has concrete walls.

Terms: (a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 20,25% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

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

Moodie & Robertson, Attorneys for Plaintiff, 9th Floor, Total House, 209 Smith Street, Braamfontein; P.O. Box 4685, Johannesburg, 2000. (Tel. 807-6046/7.) (Ref. Mr. Johnson/N87682.)

Case No. 95/16335
PH 222

SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED** (Reg. No. 87/01384/06), Plaintiff, and **MPISANE: LIZO WARREN,** First Defendant, **NTEMBEZI: MILDRED NTOMBEKAYA,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Westonaria, at 50 Edwards Street, Westonaria, on **Friday the 23rd February 1996, at 10:00,** of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 1123, Lawley Ext. 1 Township, Registration Division I.Q., Transvaal, measuring 409 (four hundred and nine) square metres, held under Deed of Transfer No. T. 39259/1994 and situated at 1123 Tripod Crescent, Lawley Ext. 1, zoned Residential (hereinafter referred to as the property).

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey residential building of brick walls and tiled roof. Consisting of a lounge, kitchen, three bedrooms, one bathroom, one w.c. The boundary is fenced.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 19,25% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 50 Edwards Avenue, Westonaria.

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

Moodie & Robertson, Attorneys for Plaintiff, 9th Floor, Total House, 209 Smit Street, Braamfontein; P.O. Box 4685, Johannesburg, 2000. (Tel. 807-6046/7.) (Ref. Mr Johnson/N86604.)

Case No. 95/26697
PH 222

SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED** (Reg. No. 87/01384/06), Plaintiff, and **WALBURGH: COLBERT CATHERINE,** Defendant

In execution of a judgment of the Supreme Court of South Africa, (Witwatersrand Local Division), in the abovementioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Lenasia North, at 131 Marshall Street, Johannesburg, on **Thursday the 22nd February 1996, at 10:00,** of the undermentioned property of the Defendant on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 3101, Eldoradopark Ext. 2 Township, Registration Division I.Q., the Province of Pretoria–Witwatersrand–Vereeniging, measuring 300 (three hundred) square metres, held under Deed of Transfer No. T.16275/1995 and situated at 11 Balfour Avenue, Eldoradopark Ext. 2, zoned Residential (hereinafter referred to as the property).

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey residential dwelling of brick walls and tiled roof. Consisting of a lounge, diningroom, kitchen, three bedrooms, two bathrooms, one shower, two w.c.'s. Outbuildings consists of a garage. The boundary has a concrete wall.

Terms: (a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 20,25% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

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

Moodie & Robertson, Attorneys for Plaintiff, 9th Floor, Total House, 209 Smith Street, Braamfontein; P.O. Box 4685, Johannesburg, 2000. (Tel. 807-6046/7.) (Ref. Mr. Johnson/N87683.)

Case No. 95/17221
PH 222

SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED** (Reg. No. 87/01384/06), Plaintiff, and **SIMANGO: JUDITH,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on **Thursday the 22nd February 1996, at 10:00,** of the undermentioned property of the Defendant on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 204, Naturena Township, Registration Division I.Q., Transvaal, measuring 1 263 (one thousand two hundred and sixty-three) square metres, held under Deed of Transfer No. T. 51204/1994 and situated at 8 Caribou Street, Naturena, zoned Residential (hereinafter referred to as the property).

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey residential building of brick walls and tiled roof. Consisting of a lounge, kitchen, three bedrooms, two bathrooms, one shower, two w.c.'s. Outbuildings consist of a double garage, single servant's quarter, storeroom, w.c. and shower and a flatlet consisting of a lounge, kitchen, bathroom, shower, w.c. and bedroom. The boundary has concrete walls.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 20,25% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

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

Moodie & Robertson, Attorneys for Plaintiff, 9th Floor, Total House, 209 Smit Street, Braamfontein; P.O. Box 4685, Johannesburg, 2000. (Tel. 807-6046/7.) (Ref. Mr Johnson/N86715.)

Case No. 95/15645
PH 222

SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED** (Reg. No. 87/01384/06), Plaintiff, and **DUARTE: NOBLE KEITH,** First Defendant, **DUARTE: CLAUDIANA CLEORESSA,** Second Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Lenasia North, at 131 Marshall Street, Johannesburg, on **Thursday the 22nd February 1996, at 10:00,** of the undermentioned property of the Defendants on the Conditions of Sale to be read out by the Sheriff at the time of the sale:

Description: Erf 8590 Eldorado Park Ext. 9 Township, Registration Division I.Q. Transvaal, measuring 619 (six hundred and nineteen) square metres. Held under Deed of Transfer No. T.20451/94 and situate at 24 Peter Street, Eldorado Park Ext. 9, zoned residential (hereinafter referred to as "the property".)

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

A single storey residential building of brick walls and tiled roof. Consisting of a lounge, diningroom, kitchen, two bedrooms, one bathroom, one w.c. The boundary has a concrete wall.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, Conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 19.25% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

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

Moodie & Robertson, Attorneys for Plaintiff, Ninth Floor, Total House, 209 Smit Street, Braamfontein (P.O. Box 4685, Johannesburg, 2000) (Tel. 807-6046/7.) (Ref. Mr. Johnson/N86521.)

Case No. 95/26700
PH 222

SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED** (Reg. No. 87/01384/06), Plaintiff and **ABRAHAMS: SHAHID,** Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Lenasia North, at 131 Marshall Street, Johannesburg, on **Thursday the 22nd February 1996, at 10:00,** of the undermentioned property of the Defendant on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 7623 Eldorado Park Ext. 9 Township, Registration Division I.Q., Province of Pretoria—Witwatersrand—Vereeniging, measuring 329 (Three Hundred and Twenty-Nine) square metres, held under Deed of Transfer No. T.33382/1995 and situate at 13 Botha Street, Eldorado Park Ext. 9, Johannesburg, zoned residential (hereinafter referred to as "the property".)

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

A single storey residential building of brick walls and tiled roof. Consisting of a lounge, diningroom, kitchen, three bedrooms, one bathroom, two w.c.'s. Outbuildings consist of two garages. The boundary has brick and precast walls.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale of transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price if to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 20.25% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

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

Moodie & Robertson, Attorneys for Plaintiff, Ninth Floor, Total House, 209 Smit Street, Braamfontein (P.O. Box 4685, Johannesburg, 2000) (Tel. 807-6046/7.) (Ref. Mr. Johnson/N87696.)

Case No. 95/11122
PH 222

SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED (Reg. No. 87/01384/06),** Plaintiff, and **BEESTEBOER: JOHN,** First Defendant, and **BEESTEBOER: MARRIAN,** Second Defendant

In execution of a Judgment of the Supreme Court of South Africa, (Witwatersrand Local Division), in the abovementioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Lenasia North, at 131 Marshall Street, Johannesburg, on **Thursday the 22nd February 1996, at 10:00,** of the undermentioned property of the Defendants on the Conditions of Sale to be read out by the Sheriff at the time of the sale:

Description: Erf 7680, Eldoradopark Ext. 9 Township, Registration Division I.Q. Transvaal, measuring 478 (Four Hundred and Seventy-Eight) Square Metres, held under Deed of Transfer No. T.19026/1994 and situated at 12 Cookes Place, Eldoradopark Ext. 9. Zoned residential. (Hereinafter referred to as "the property").

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey residential building of brick walls and tiled roof. Consisting of a lounge, kitchen, three bedrooms, one bathroom, one W.C. The boundary has concrete walls.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the Sale and Transfer of the property including the costs of drawing these Conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, Conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 19,25% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The Conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

Dated at Johannesburg on this 22nd day of January 1996.

Moodie & Robertson, Attorneys for Plaintiff, 9th Floor, Total House, 209 Smit Street, Braamfontein; P.O. Box 4685, Johannesburg, 2000. (Tel. 807-6046/7.) (Ref: Mr. Johnson/N86087.)

Case No. 95/17852
PH 222

SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED (Reg. No. 87/01384/06),** Plaintiff, and **HU: JIAN-CHENG,** Defendant

In execution of a Judgment of the Supreme Court of South Africa, (Witwatersrand Local Division), in the abovementioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on **Thursday the 22nd February 1996, at 10:00,** of the undermentioned property of the Defendant on the Conditions of Sale to be read out by the Sheriff at the time of the sale:

Description: Erf 94, Tulisa Park Township, Registration Division I.R. Transvaal, measuring 1 247 (One Thousand Two Hundred and Forty-Seven) Square Metres, held under Deed of Transfer No. T.25559/1992 and situated at 51 Purcell Street, Tulisa Park zoned residential. (Hereinafter referred to as "the property").

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey residential building of brick walls consisting of a lounge, kitchen, three bedrooms, one bathroom, one w.c. Outbuildings consist of one garage and three carports, a laundry and one w.c.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the Sale and Transfer of the property including the costs of drawing these Conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, Conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 19,25% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The Conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

Dated at Johannesburg on this 23rd day of January 1996.

Moodie & Robertson, Attorneys for Plaintiff, 9th Floor, Total House, 209 Smit Street, Braamfontein; P.O. Box 4685, Johannesburg, 2000. (Tel. 807-6046/7.) (Ref: Mr. Johnson/N86819.)

Case No. 95/25634
PH 222

SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED (Reg. No. 87/01384/06),** Plaintiff, and **GOSO: LENNOX,** Defendant

In execution of a Judgment of the Supreme Court of South Africa, (Witwatersrand Local Division), in the abovementioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Westonaria, at 50 Edwards Avenue, Westonaria, on **Friday, the 23rd February 1996, at 10:00,** of the undermentioned property of the Defendant on the Conditions of Sale to be read out by the Sheriff at the time of the sale:

Description: Erf 716, Lawley Ext. 1 Township, Registration Division I.Q. Transvaal, measuring 406 (Four Hundred-and-Six) Square Metres, held under Deed of Transfer No. T.15486/1995 and situated at 716 Imperial Crescent, Lawley Ext. 1. Zoned residential. (Hereinafter referred to as "the property").

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey residential building of brick walls and tiled roof. Consisting of a lounge, kitchen, three bedrooms, one bathroom, one W.C. The boundary is fenced.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the Sale and Transfer of the property including the costs of drawing these Conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, Conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 20,25% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The Conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 50 Edwards Avenue, Westonaria.

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

Moodie & Robertson, Attorneys for Plaintiff, 9th Floor, Total House, 209 Smit Street, Braamfontein (P.O. Box 4685, Johannesburg, 2000). (Tel. 807-6046/7.) (Ref: Mr. Johnson/N87586.)

Case No. 95/1860
PH 222

SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED (Reg. No. 87/01384/06),** Plaintiff, and **18 CHAMBERS C.C.,** First Defendant, and **VAN NIEKERK: HENDRIK LAMBERT,** Second Defendant

In execution of a Judgment of the Supreme Court of South Africa, (Witwatersrand Local Division), in the abovementioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on **Thursday the 22nd February 1996, at 10:00,** of the undermentioned property of the Defendant on the Conditions of Sale to be read out by the Sheriff at the time of the sale:

Description: Portion 2 of Erf 107, Booysens (Jhb) Township, Registration Division I.R. Transvaal, measuring 637 (Six Hundred and Thirty-Seven) Square Metres, held under Deed of Transfer No. T.41630/1992 and situated at 18 Chambers Street, Booysens, Johannesburg. Zoned residential. (Hereinafter referred to as "the property").

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey residential building of brick walls and tiled roof. Consisting of a kitchen and two W.C.'s. the property is a Church. The boundary has concrete walls and mesh wire.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the Sale and Transfer of the property including the costs of drawing these Conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, Conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 18,25% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The Conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

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

Moodie & Robertson, Attorneys for Plaintiff, 9th Floor, Total House, 209 Smit Street, Braamfontein (P.O. Box 4685, Johannesburg, 2000.) (Tel. 807-6046/7.) (Ref: Mr. Johnson/N85113.)

Case No. 95/26970
PH 222

SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NBS BANK LIMITED** (Reg. No. 87/01384/06), Plaintiff, and **REDGARD: FREDDY FREDERIK,** Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, a sale without reserve will be held at the Offices of the Sheriff of the Supreme Court, Lenasia North, at 131 Marshall Street, Johannesburg, on Thursday, the **22nd February 1996 at 10:00,** of the undermentioned property of the Defendant on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 6132, Eldorado Park Ext. 7 Township, Registration Division I.Q., Transvaal, measuring 252 (two hundred and fifty-two) square metres, held under Deed of Transfer No. T.38944/1993 and situated at 16 Nebraska Street, Eldorado Park Ext. 7, zoned residential (Hereinafter referred to as the "property").

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey residential building of brick walls. Consisting of a lounge, kitchen, two bedrooms, one bathroom, one w.c. The boundary has brick walls.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the Sale and Transfer of the property including the costs of drawing these Conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, Conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 20,25% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

Dated at Johannesburg on this 16th day of January 1996.

Moodie & Robertson, Attorneys for Plaintiff, Ninth Floor, Total House, 209 Smit Street, Braamfontein; P.O. Box 4685, Johannesburg, 2000. (Tel. 807-6046/7.) (Ref. Mr Johnson/N87721.)

Case No. 95/25918
PH 222

SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **JOHANNESBURG MUNICIPAL SECOND PENSION FUND,** Plaintiff, and **MASONDO: SIHLANGU WILFRED,** First Defendant, **MASONDO: BINGA BETTY,** Second Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Johannesburg at 131 Marshall Street, Johannesburg, on Thursday the **22nd February 1996 at 10:00,** of the undermentioned property of the Defendants on the Conditions of Sale to be read out by the Sheriff at the time of the sale:

Description: The right, title and interest in and to the leasehold in respect of Site No. 1952, Senaoane Township, Registration Division I.R., Transvaal, measuring 279 (two hundred and seventy-nine) square metres, held by Certificate of Registered Grant of Leasehold No. TL.7238/1992 and situated at Site No. 1952, Senaoane Township, zoned residential (hereinafter referred to as the property).

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey residential building of brick walls, and tiled roof. Consisting of a lounge, kitchen, diningroom, four bedrooms and two bathrooms.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the Sale and Transfer of the property including the costs of drawing these Conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, Conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 18,25% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

Dated at Johannesburg on this 12th day of January 1996.

Moodie & Robertson, Attorneys for Plaintiff, Ninth Floor, Total House, 209 Smit Street, Braamfontein; P.O. Box 4685, Johannesburg, 2000. (Tel. 807-6046/7.) (Ref. Mr Johnson/J87601.)

Case No. 95/26222
PH 222

SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **CITY OF JOHANNESBURG PENSION FUND,** Plaintiff, and **NOTUKU: VICTOR,** Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, a sale without reserve will be held at the Offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, the **22nd February 1996 at 10:00,** of the undermentioned property of the Defendant on the Conditions of Sale to be read out by the Sheriff at the time of the sale:

Description: Erf 2324, Protea Glen Ext. 1 Township, Registration Division I.Q., Transvaal, measuring 340 (three hundred and forty) square metres, held under Certificate of Ownership No. TE.48618/1992 and situated at 2324 Protea Glen Ext. 1, zoned residential (hereinafter referred to as the property).

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey residential building of brick walls, and tiled roof. Consisting of a lounge, kitchen, two bedrooms, one bathroom and one w.c.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the Sale and Transfer of the property including the costs of drawing these Conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, Conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 18,25% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

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

Moodie & Robertson, Attorneys for Plaintiff, Ninth Floor, Total House, 209 Smit Street, Braamfontein; P.O. Box 4685, Johannesburg, 2000. (Tel. 807-6046/7.) (Ref. Mr Johnson/J87625.)

Case No. 2639/95

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

In the matter between **FIDELITY BANK LIMITED,** Plaintiff, and **RAPODILE: MOLEFE JOSIAS,** Defendant

Pursuant to a Judgment granted by the above Honourable Court dated the 10th day of August 1995 and a Warrant of Execution, the undermentioned property will be sold on the **23rd day of February 1996 at 11:15,** in front of the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 567, Windmill Park Township, known as 31 Cameron Street, Windmill Park, Boksburg, measuring 1 000 square metres, held under Deed of Transfer No. T16685/93.

Terms and conditions:

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

2. The Purchaser shall be liable for all costs and expenses to procure transfer including the messenger of Court's fees plus Value Added Tax where applicable.

3. The Purchaser shall be liable for all outstanding rates and taxes plus Value Added Tax where applicable.

4. The complete Condition of Sale may be inspected at the office of the Messenger of the Court, Boksburg.

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

H. S. B. van Graan, for Shane van Graan Attorneys, Attorneys for Plaintiff, Suite 2, IVH Centrum, 142 Leeuwpoort Street, Boksburg. (Tel. 892-1000.) (Ref. Mr Van Graan/cd.)

Case No. 7694/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, **ANDREW GUBA ZONDO,** 1st Defendant, and **THOLOSI ELINA ZONDO,** 2nd Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Delville Street, Witbank, on Friday, the **1st day of March, 1996 at 10:00:**

Full conditions of sale can be inspected at the Sheriff Witbank, at 3 Rhodes Street, Witbank, and will be read out prior to the Sale.

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

Property: All right, title and interest to the leasehold in respect of Erf 681, Lynnville Township, Registration Division J S, Transvaal.

Improvements: Single storey, 3 bedrooms, kitchen, lounge, bathroom, diningroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT 2415.)

Case No. 13910/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, and **STEPHEN GERALD SMITH,** 1st Defendant, and **URSULA JEAN SMITH,** 2nd Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at the Sheriff Vereeniging, Offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging on Thursday the **14th day of March, 1996 at 10:00:**

Full conditions of sale can be inspected at the Sheriff Vereeniging at the above address and will be read out prior to the Sale.

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

Property: Holding 66, Golf-View Agricultural Holdings, Registration Division IQ, Transvaal.

Improvements: 3 bedrooms, kitchen, lounge, family room, 2 bathrooms, diningroom, 2 garages, swimmingpool.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref. Mr B. du Plooy/LVDM/GT2534.)

Case No. 20604/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, and **MBIKIZA SINEAS MHLANGA,** 1st Defendant, and **NOKI FRANCIS MHLANGA** 2nd Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at The Magistrate's Court, cnr. Voortrekker & Clerq Streets, Lydenburg, on Wednesday, the **28th day of February, 1996 at 09:30:**

Full conditions of sale can be inspected at the Sheriff Lydenburg, 5 Burger Street, Lydenburg and will be read out prior to the Sale.

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

Property: All right title and interest to the leasehold in respect of Erf 1386, Masising Township, Registration Division JT, Transvaal.

Improvements: 2 bedrooms, kitchen, lounge, bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref. Mr B. du Plooy/LVDM/GT1983.)

Case No. 22059/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, and **LESETSA SIMON CHUENE,** Defendant

A Sale in Execution of the undermentioned property is to be held without reserve at the Sheriff's Offices, Portion 83, De Onderstepoort (just north of the Sasko Mills) old Warmbaths Road, Bon Accord on Friday the **1st day of March, 1996 at 11:00:**

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

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

Property: Erf 1565, Soshanguve BB Township, Registration Division JR, Transvaal.

Improvements: 3 bedrooms, bathroom, lounge, kitchen, carport.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref. Mr B. du Plooy/LVDM/GT2799.)

Case No. 14307/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **NKWENKWANA BOY GABA,** 1st Defendant, and **MANDISA GABA,** 2nd Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff's Offices, 13 Pennsylvania Road, Evander on **Wednesday the 20th day of March, 1996 at 10:00:**

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

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

Property all right, title and interest to the Leasehold in respect of Erf 5143, Embalenhle Extension 9 Township, Registration Division IS, Transvaal.

Improvements: Single storey, 3 bedrooms, kitchen, lounge, bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2571.)

Case No. 5057/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **NICOLAAS CORNELIUS CLAASENS DU PLESSIS,** Defendant

A sale in execution of the undermentioned property is to be held without reserve at in front of the Magistrate's Court, Morgan Street, Tzaneen on **Friday the 1st day of March, 1996 at 10:00:**

Full conditions of sale can be inspected at the Sheriff Supreme Court, Tzaneen, Room 206, Rentmeester Building, Agatha Street, Tzaneen and will be read out prior to the sale.

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

Property Erf 248, situated in the Township of Tzaneen Ext. 4, Registration Division LT, Transvaal, known as 4 Agatha Street, Tzaneen.

Improvements: 3 Bedrooms, bathroom, kitchen, lounge, diningroom, study, carport, garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr. B. du Plooy/LVDM/GT 1335.)

Case No. 11844/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **HOOFD ERF 1469 ROODEPOORT CC CK93/03163/23,** Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff Roodepoort, 182 Progress Avenue, Lindhaven, Roodepoort on **Friday the 8th day of March, 1996 at 10:00:**

Full conditions of sale can be inspected at the Sheriff Roodepoort 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 1469, Roodepoort Township, Registration Division IQ, Transvaal, known as 104 Hoofd Street, Roodepoort.

Improvements: 3 Bedrooms, bathroom, kitchen, lounge, diningroom, family room, 2 carports.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT1672.)

Case No. 3680/95

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

In the matter between **FIDELITY BANK LIMITED,** Plaintiff, and **MABOTE: JOSHUA JAUTOMA,** 1st Defendant, **LOMBAARD: LENA NURSE,** 2nd Defendant

Pursuant to a Judgment granted by the above Honourable Court dated the 11th day of September 1995 and a Warrant of Execution, the undermentioned property will be sold on the **23rd day of February 1996 at 11:15** in front of The Sheriff's Office, 182 Leeuwpoort Street, Boksburg to the highest bidder:

Certain Erf 248, Windmill Park Township, known as 16 Gelderblom Drive, Windmill Park, Boksburg, measuring 47 Square Metres.

Held under Deed of Transfer No. ST1016/94.

Terms and conditions:

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

2. The Purchaser shall be liable for all costs and expenses to procure transfer including the messenger of Court's fees plus Value Added Tax where applicable.

3. The Purchaser shall be liable for all outstanding rates and taxes plus Value Added Tax where applicable.

4. The complete Condition of Sale may be inspected at the office of the Messenger of the Court, Boksburg.

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

H. S. B. van Graan, for Shane van Graan Attorneys, Attorneys for Plaintiff, Suite 2, IVH Centrum, 142 Leeuwpoort Street, Boksburg. (Tel. 892-1000.) (Ref. Mr van Graan/cd/F14.)

Case No. 7428/95

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

In the matter between **FIDELITY BANK LIMITED,** Plaintiff, and **MANANA: JABULANI JACOB,** Defendant

Pursuant to a Judgment granted by the above Honourable Court dated the 16th day of October 1995 and a Warrant of Execution, the undermentioned property will be sold on the **23rd day of February 1996 at 11:15** in front of The Sheriff's Office, 182 Leeuwpoort Street, Boksburg to the highest bidder:

Certain Erf 243, Windmill Park, known as 6 Gelderblom Drive, Windmill Park, Boksburg, measuring 47 Square Metres.

Held under Deed of Transfer No. ST53964/93.

Terms and conditions:

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

2. The Purchaser shall be liable for all costs and expenses to procure transfer including the messenger of Court's fees plus Value Added Tax where applicable.

3. The Purchaser shall be liable for all outstanding rates and taxes plus Value Added Tax where applicable.

4. The complete Condition of Sale may be inspected at the office of the Messenger of the Court, Boksburg.

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

H. S. B. van Graan, for Shane van Graan Attorneys, Attorneys for Plaintiff, Suite 2, IVH Centrum, 142 Leeuwpoort Street, Boksburg. (Tel. 892-1000.) (Ref. Mr van Graan/cd/F18.)

Case No. 7427/95

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

In the matter between **FIDELITY BANK LIMITED,** Plaintiff, and **RAMPHELE: DALE KHOTSO,** Defendant

Pursuant to a Judgment granted by the above Honourable Court dated the 13th day of September 1995 and a Warrant of Execution, the undermentioned property will be sold on the **23rd day of February 1996 at 11:15** in front of The Sheriff's Office, 182 Leeuwpoort Street, Boksburg to the highest bidder:

Certain Erf 674, Windmill Park, Extension 1, known as 61 Cameron Street, Windmill Park, Boksburg, measuring 1 174 Square Metres.

Held under Deed of Transfer No. T2384/94.

Terms and conditions:

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

2. The Purchaser shall be liable for all costs and expenses to procure transfer including the messenger of Court's fees plus Value Added Tax where applicable.

3. The Purchaser shall be liable for all outstanding rates and taxes plus Value Added Tax where applicable.

4. The complete Condition of Sale may be inspected at the office of the Messenger of the Court, Boksburg.

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

H. S. B. van Graan, for Shane van Graan Attorneys, Attorneys for Plaintiff, Suite 2, IVH Centrum, 142 Leeuwpoort Street, Boksburg. (Tel. 892-1000.) (Ref. Mr van Graan/cd/F19.)

Case No. 7084/91

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

In the matter between **GILBEYS DISTILLERS & VINTNERS (PTY) LTD,** Execution Creditor, and **B. D. MASANGO,** Execution Debtor

In terms of a judgment in the Magistrate's Court granted on the 26th of August 1993, a sale by public auction will be held by the Sheriff/his Deputy, Wonderboom, at Wonderboom, Portion 83, De Onderstepoort north of Sasko Mills, old Warmbath Road, on **23 February 1996 at 11:00,** to the highest bidder without reserve, and on the conditions which may now be inspected at the office of the Sheriff, and which will be read by the Sheriff before the sale of the following property owned by the Defendant:

Certain Erf 8469, Mamelodi, Registration Division JR, Transvaal, known as 8469 Section B, Mamelodi, measuring 603 square metres, held under Deed of Transfer TL42591/1985.

Improvements: Main building consist of the following: 5 bedrooms, lounge, dining room, kitchen, 2 bathrooms, 2 toilets, 1 shower, 1 study room, 1 TV room, wall to wall carpets—kitchen and bathrooms are fully tiled. Outbuildings consist of the following: Servants quarters, 2 garages, 1 storeroom and outside toilet. The property is enclosed with a wall.

(Nothing in this respect is guaranteed.)

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

Papadopulo—Gordon, Suite 12, Rovere, 173 Zeederberg Street, Arcadia, Pretoria. (Ref. Gordon/BK/Z564.)

Case No. 94/13907
PH 53

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **BRUMMER, JACOBUS JOHANNES,** First Defendant, **BRUMMER, LOUISA,** Second Defendant

In pursuance of a judgment in the Supreme Court of Johannesburg, District of Boksburg and a writ of execution the property listed hereunder which was attached on the 4th May 1995 will be sold in execution on Friday, **23 February 1996 at 11:15** at the offices of the Sheriff of the Supreme Court, Boksburg, 182 Leeuwpoort Street, Boksburg to the highest bidder:

Certain Erf 648, Beyers Park Extension 14, situated at 23 Patricia Crescent, Beyers Park, Boksburg and consisting of the following: A building of brick and plaster under a tiled roof consisting of 1 kitchen, 1 lounge, 1 dining room, 2 bathrooms, 3 toilets, 4 bedrooms, 1 study, swimming pool and braai area.

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 immediaely prior to the sale, may be inspected at the Sheriff's office, Supreme Court Boksburg, 182 Leeuwpoort Street, Boksburg.

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

Austin Jordaan, c/o Moss Cohen & Partners, Plaintiff's Attorneys, 10 Girton Road, Parktown; P.O. Box 659, Johannesburg. (Tel. 643-7223.) (Ref. Mr Sandler/jr/N.16812.)

NOTICE OF SALE IN EXECUTION

Case No. 14706/94. In the Magistrate's Court for the district of Randburg. In the matter between **Ian David McLaren,** Execution Creditor and **Mrs V. Adams,** Execution Debtor. In execution of a judgment of the Randburg Magistrate's Court in the abovementioned suit a sale without reservation will be held at the office of the Sheriff Vereeniging, 41a Beaconsfield Avenue, Vereeniging, on **28 February 1996** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Vereeniging, prior to the sale.

Certain: Portion 7 of Erf 247, Mid-Ennerdale Township, Registration Division I.Q., Transvaal, being Portion 7 of Erf 247, Mid-Ennerdale, measuring 496 (four hundred and ninety-six) square metres.

The following information is furnished *re* improvements, though in this respect nothing is guaranteed: A dwelling house with the usual out-buildings, comprising kitchen, lounge, 3 bedrooms, 1 bathroom and 1 toilet.

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

Auctioneers charges, payable on the day of 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 Randburg on this the 23rd day of January 1996. Ian McLaren, Plaintiff's Attorney, signed Ian McLaren, 281 Long Avenue, Ferndale, Randburg; P.O. Box 2804, Northcliff, 2115. [Tel. (011) 789-7196.] (Ref. I. McLaren/MR/MCLA052.) (Citizen: 776-9111.)

Case No. 19751/94
PH 630/DX 589 Jhb

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 **THREE ONE RIVONIA WOODS (PTY) LTD** First Defendant, and **JOHNSON, ARTHUR VICTOR,** Second Defendant, **JOHNSON, COLLEEN PAMELA,** Third Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the office of the Sheriff for the Supreme Court Sandton at Ground Floor, Fluor House, 100 Grayston Drive, Sandown on **Friday the 16th of February 1996 at 10:00** of the undermentioned immovable property of the Defendants on the Conditions to be read out by the Auctioneer at the time of the sale, which Conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court Sandton at Ground Floor, Fluor House, 100 Grayston Drive, Sandown:

Erf 31, Rivonia Extension No. 1 Township, Registration Division I.R., Transvaal, Measuring 1983 m^2, held by the Defendants under Deed of Transfer No. T21751/1974, being 18 George Street, Rivonia, Extension 1.

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

The dwelling consists of : 1 × entrance hall, 1 × lounge, 1 × dining room, 1 × study, 3 × bedrooms, 2 × bathrooms, 1 × kitchen, 1 × laundry, 1 × works room, 1 × double garages, 1 × servants room, 1 × bathroom, 1 × pool room.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000,00 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000,00 (six thousand rand). Minimum charges R200,00 (two hundred rand).

Dated at Johannesburg this 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. 100530/Mr Livingstone/jb.)

Case No. 95/23603
PH 630/DX 589 Jhb

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 **Thlong, Ramasela Caroline,** 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 22nd 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:

Erf 171 Judith's Paarl Township, Registration Division I.R., Transvaal, measuring 447 m^2, held by die Defendant under Deed of Transfer No. 24732/1991, being 94 Cnr. Lang and Millbourne Streets, Judith's Paarl.

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

The dwelling consists of entrance hall, lounge, 3 × bedrooms, 2 × bathrooms, kitchen, garage, servants room, w.c.

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

The Purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R20 000,00 (Twenty Thousand Rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000,00 (six thousand rand). Minimum charges R200,00 (Two Hundred Rand.)

Dated at Johannesburg this 12th day of January 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six Sunnyside Ridge, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and 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. 102668/Mr Livingstone/jb.)

Case No. 14496/95

IN THE SUPREME COURT OF SOUTH AFRICA (GAUTENG DIVISION)

In the matter between **UNIBANK LIMITED**, Plaintiff and **FOURIE: DENISE**, Defendant

In execution of a judgment of the above Honourable Court on the 21st July 1995, the following fixed property will be sold in execution with an reserve price on the **16th February 1996 at 10:00** at the offices of the Deputy Sheriff of the Supreme Court Sandton-Midrand, 100 Grayston Avenue, Momentum Building, Ground Floor, Sandton, to the highest bidder on the terms and conditions to be inspected at the offices of the Deputy Sheriff Supreme Court Sandton-Midrand and same will also be read by the Auctioneer at the time of sale:

2 Bedroom residence with thatch roof, kitchen, 2 × bathrooms, toilets, diningroom, family room, lounge, single garage and pool.

Conditions of sale which may be inspected at the Sheriff's offices at the address mentioned above during office hours, determine that the property be sold voetstoots and that the auctioneers commission (5% on the first R20 000,00 and thereafter 3 % with a maximum of R6 000,00 plus VAT) and a deposit of ten percent (10%) of the purchase price be payable in cash immediately after the sale and that the balance of the purchase price, payable on registration of transfer be guaranteed within 30 (thirty) days.

Dated at Johannesburg on 8th January 1996.

Gert Venter Attorney, Third Floor, Mansion House, 132 Market Street, Johannesburg. (Tel. 337-3542.) (Ref. Mr. Venter/TV/U737.)

Case No. 16215/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED No. 51/00009/06,** formerly known as **NEDPERM BANK LIMITED,** Plaintiff, and **ERF 553 HOMESTEAD PARK 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 by the Sheriff of Johannesburg, West at 131 Marshall Street, Johannesburg at **10:00 on 22 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 553, Homestead Park Township, Registration Division, I.Q., Transvaal, area 519 square metres.

Situation: 70 Paarlshoop Road, Homestead Park, Johannesburg.

Improvements (not guaranteed): A house under iron roof consisting of 3 bedrooms, 1 bathroom, kitchen, lounge, dining-room, 1 sunroom, 1 garage, servant's quarters and ablutions with precast and brick walls around the property.

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

Dated at Johannesburg on 16 January 1996.

E. F. K. Tucker Inc., Plaintiff's Attorneys, 48th Floor, Carlton Centre, Commissioner Street, Johannesburg. (Tel. 331-7211.) (Ref.: Foreclosures/50120.)

Case No. 94/22411

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,** Execution Creditor/Plaintiff, and **THOMAS: PENELOPE ANN,** Execution Debtor/Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Sheriff's Offices, The Sheriff's Offices, Lochner Park, Block D, 1st Floor, corner of Richards Drive and Suttie Road, Halfway House, on **21st of February 1996 at 14:30,** in respect of the undermentioned property of the Execution Debtor on the conditions to be read out by the auctioneer at the offices of the Sheriff:

Certain: (a) Section 6 (six) as shown and more fully described on Sectional Plan SS33/1977 in the building or buildings known as Cynthia Court of which the floor area, according to the sectional plan is 88 (eighty-eight) square metres in extent; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Deed of Transfer ST33/1977 (6) (Unit), measuring 88 (eighty-eight) held under Deed of Transfer ST33/1977 (6) (Unit), situated Unit 6, Tonetti Street, Cynthia Court, Halfway House.

Improvements: The following improvements are reported to be on the propety but nothing is warranted or guaranteed: Single storey, 1 lounge, 1 diningroom, 1 kitchen, 2 bedrooms, 1 bathroom, 1 wc, outbuildings, carport.

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

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

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

Uys Nel, Execution Creditor's Attorneys, Suite 1811, Sanlam Centre, Jeppe Street, Johannesburg. (Tel. 333-1595.) (Ref. D. Uys/ldcb/F5010/U396.)

Case No. 95/24250
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA BANK LTD (UNITED BANK DIVISION),** formerly known as United Bank Limited, and prior to that United Building Society Limited, and previously United Building Society, Plaintiff, and **CRAMER, RICHARD JOHN,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 1st Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton on Tuesday, the **27th February 1996, at 10:00** of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton at 1st Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 12, Brackenhurst Township, Registration Division IR, Transvaal, measuring 1 487 m^2, held by the Defendant under Deed of Transfer T32557/1984, being 43 Jackson Street, Brackenhurst.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining room, 3 bedrooms, 2 bathrooms/w.c., separate w.c., kitchen, 4 garages, servant's room and outside w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 12th day of January 1996.

Routledges Inc., Plaintiff's Attorneys, 1st Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA6611/JHBFCLS/Mr McCallum/cvdn.)

Case No. 22311/93
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA BANK LIMITED (UNITED BANK DIVISION),** formerly known as United bank Limited, and prior to that United Building Society Limited and previously United Building Society, Plaintiff, and **Steyn Jacobus Frederick,** First Defendant, **Steyn Eleanor Gail,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 1st Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, the **27th February 1996, at 10:00** of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Alberton, at 1st Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

Erf 755, Verwoerdpark Extension 2 Township, Registration Division IR, Transvaal, measuring 892 m^2, held by the Defendants under Deed of Transfer T17034/1975, being 35 Keurboom Street, Verwoerdpark Extension 2, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of: Entrance hall, lounge, dining room, 3 bedrooms, 3 showers/w.c., 1 bathroom/w.c., kitchen, single garage, servant's room and outside shower/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 12th day of January 1996.

Routledges Incorporated, Plaintiff's Attorneys, 1st Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z74525/JHBFCLS/Mr McCallum/cvdn.)

Saak No. 8969/94

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

ABSA BANK BEPERK, handeldrywende as **ALLIED BANK,** voorheen Allied Bouvereniging, Eksekusieskuldeiser, en **C. McLeod,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur mnre. Property Mart Afslaers op die **20ste** dag van **Februarie 1996 om 12:00** te Erf 1513, Birch Acres Uitbreiding 4 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 bogenoemde afslaer te: 1ste Vloer, Pogir Bastion Ins. Huis, 244 Louis Bothalaan, Orange Grove:

Sekere Erf 1513, Birch Acres Uitbreiding 4 Dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T111677/92, grootte 995 (negehonderd vyf-en-negentig) vierkante meter, ook bekend as 148 Kwartelstraat, Birch Acres Uitbreiding 4.

Beskrywing: Woonhuis bestaande uit 1 kombuis, 2 badkamers, 2 toilette, 3 slaapkamers, 1 sitkamer, 1 eetkamer, 1 familie/TV kamer, alles onder 'n teëldak, 'n motorafdak, 'n motoroprit en 'n swembad.

Die eiendom is ten volle omhein.

Verbeterings word nie gewaarborg nie.

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

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

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

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

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

Geteken te Kempton Park op hierdie 29ste dag van Desember 1995.

C. A. C. Korf, vir Van Rensburg, Schoon & Cronje, Die Eike 8, Monumentweg en Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1331.)

Saak No. 7493/95

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

ABSA BANK BEPERK, handeldrywende as **ALLIED BANK,** voorheen **ALLIED BOUVERENIGING,** Eksekusieskuldeiser, en **J. H. STIGLINGH,** 1ste Eksekusieskuldenaar, **E. J. STIGLINGH,** 2de Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur mnre. Property Mart Afslaers, op die **20ste** dag van **Februarie 1996 om 10:00** te Erf 594, Esther Park Uitbreiding 1 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 594, Esther Park Uitbreiding 1 Dorpsgebied, Registrasieafdeling IR, Transvaal.

Transportaktenommer: Gehou onder Titelakte T24292/94, grootte 1 000 (eenduisend) vierkante meter, ook bekend as Petreastraat 29, Esther Park Uitbreiding 1.

Beskrywing: Woonhuis bestaande uit 1 kombuis, 1 badkamer, 1 toilet, 2 slaapkamers, 1 sitkamer, alles onder 'n teëldak. Die eiendom is omhein met betonmure en draadheining.

Verbeterings word nie gewaarborg nie.

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

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan artikel 66 van die Landdroshofwet.

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

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

Die volle voorwaardes sal voor die verkoping uitgelees en kan gedurende kantoor-ure nagegaan word by die kantoor van die 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/AB1527.)

Saak No. 14020/94

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 **C W F SWANEPOEL,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare hof sal 'n verkoping sonder reserwes deur mnre. Property Mart Afslaers, op die **20ste dag van Februarie 1996 om 14:00** te Erf 1187, Birchleigh-Noord Uitbreiding 1 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. 1187, Brichleigh-Noord Uitbreiding 1 Dorpsgebied, Registrasieafdeling IR, Transvaal. Transportaktenommer: Gehou onder Titelakte No. T84434/90, grootte 1 172 (eenduisend eenhonderd twee-en-sewentig) vierkante meter, ook bekend as Shirleystraat 20, Birchleigh Noord Uitbreiding 1.

Beskrywing: Woonhuis bestaande uit 1 kombuis, 1 badkamer, 2 toilette, 2 slaapkamers, 1 sitkamer, 1 eetkamer, alles onder 'n teëldak 2 motorhuise en 'n motoroprit. Die eiendom is omhein met betonmure. Verbeterings word nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 29ste dag van Desember 1995.

C. A. C. Korf, vir Van Rensburg, Schoon & Cronje, Die Eike No. 8, Monumentweg & Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1389.)

Saak No. 12051/95

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 **R B HAMBURG,** 1ste Eksekusieskuldenaar, **W A HAMBURG,** 2de Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur mnre. Libra Afslaers BK, op die **20ste dag van Februarie 1996 om 15:00** te Erf 1068, Norkem Park Uitbreiding 2 Dorpsgebied, gehou word van die ondergenoemde eiendom van die Eksekusieskuldenaar op die voorwaardes wat deur die afslaer uitgelees sal word ten tye van die verkoping, en welke voorwaardes voor die verkoping gelees kan word by die kantoor van die bogemelde afslaers te Kingfischerlaan 6, Horison Park, Roodepoort:

Sekere Erf No. 1068, Norkem Park Uitbreiding 2 Dorpsgebied, Registrasieafdeling IR, Transvaal, Transportakte nommer gehou onder Titelakte No. T 5570/95, grootte 973 (negehonderd drie-en-sewentig) vierkante meter, ook bekend as Blomspruitstraat 21, Norkem Park Uitbreiding 2.

Beskrywing: Woning bestaande uit 1 badkamer, 1 sitkamer, 3 slaapkamers, 1 kombuis, 1 toilet, 1 eetkamer, alles onder 'n teëldak, 1 motorhuis. Die eiendom is omhein. Verbeterings is nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 3de dag van Januarie 1996.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike No. 8, Monumentweg & Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1667.)

Saak No. 12129/95

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 **J M REX,** Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis toegestaan deur bogemelde Agbare Hof sal 'n verkoping sonder reserwes deur mnre. Property Mart Afslaers, op die **20ste dag van Februarie 1996 om 11:00** te Eenheid Nommer 26, in die skema beter bekend as Willow Rock, Birchleigh Uitbreiding 19 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. 26 Willow Rock, Birchleigh Uitbreiding 19 Dorpsgebied, Registrasieafdeling IR, Transvaal, Transportakte nommer gehou onder Titelakte No. ST 51124/93, grootte 58 (agt-en-vyftig) vierkante meter, ook bekend as Eenheid nommer 26, Willow Rock, Thinus de Jonghstraat, Birchleigh Uitbreiding 19.

Beskrywing: Eenheid bestaande uit 1 eetkamer, 1 kombuis, 2 slaapkamers, 1 sitkamer, 1 badkamer, 1 toilet. Die kompleks is omhein met 'n veiligheidsingang. Verbeterings word nie gewaarborg nie.

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

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

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

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

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

Geteken te Kempton Park op hierdie 5de dag van Januarie 1996.

C. A. C. Korf, vir Van Rensburg Schoon & Cronje, Die Eike No. 8, Monumentweg & Longstraat, Kempton Park, 1620. (Verw. mev. Van Heerden/AB1747.)

Saak No. 6594/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **NBS BANK BEPERK,** Eiser, en **DAVID MICHAEL MORRIS,** Eerste Verweerder, **KAYLENE SYLVIA MORRIS,** Tweede Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur bogenoemde Hof op 11 Desember 1995, sal die ondervermelde eiendom op **23 Februarie 1996 om 10:00** aan die hoogste bieer by die kantore van die Balju te Progressweg 182, Technikon, Roodepoort verkoop word:

Erf 1325, Witpoortjie Uitbreiding 1 Dorpsgebied, Registrasie Afdeling I.Q., Gauteng, groot 1 115 (eenduisend eenhonderd-en-vyftien) vierkante meter, gehou kragtens Akte van Transport T2351/1989, beter bekend as Javastr. 26, Witpoortjie, Roodepoort.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

— Die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig;

— Die volledige verkoopsvoorwaardes;

en sal verkoop word aan die hoogste bieër.

2. Die volgende verbeteringe is op die eiendom aangebring: Enkelverdieping huis met teëldak, 1 × sitkamer, 1 × eetkamer, 2 badkamers, 3 × slaapkamers, gang, kombuis, bediendekamer, enkelmotorhuis. Steenmure, goeie tuin, staalvensters met steenmuur ommuur en swembad.

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 18% 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 bouvereningingwaarborg 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 Roodepoort.

Geteken te Roodepoort op hierdie 25ste dag van Januarie 1996.

Cilliers Prokureurs, Ontdekkersweg 157, Horisonpark, Roodepoort. (Tel. 760-1669.) (Verw. P. Cilliers/LJ/N187.)

Saak No. 6459/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **ABSA BANK BEPERK,** h/a **UNITED BANK,** Eksekusieskuldeiser, en **PIETER DAVID ADAMS,** 1ste Eksekusieskuldenaar, **MASEROLE HENDRIKA ADAMS,** 2de Eksekusieskuldenaar

Ten uitvoer van 'n vonnis wat die Landdros van Pietersburg toegestaan het op 30 Augustus 1995, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op **8 Maart 1996 om 10:00** by die Landdroskantoor, Pietersburg, aan die hoogste bieder, naamlik:

Erf 36, geleë in die Dorpsgebied van Westenburg, Registrasie Afdeling L.S, Noordelike provinsie, groot 338 (driehonderd agt en dertig) vierkante meter, gehou kragtens Akte van Transport T12974/95.

Die eiendom kan omskrywe word soos volg: Woonhuis geleë te Jarrobstraat 17, Westenberg, gebou van steen onder dak van sink en bestaan uit sitkamer, eetkamer, kombuis, 3 slaapkamers, 1 badkamer en enkelmotorhuis.

Terme: Die veilingskostes plus 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopsvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bougenootskapswaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopsvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju Landdroshof, Pietersburg en kan te eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 18de dag van Januarie 1996.

W. A. H. Nel, vir Steytler Nel & Calitz, Eerste Vloer, Pioneersentrum, Landdros Maréstraat 52, Pietersburg. (Verw. mnr. Nel/CF/ANU 032.)

Saak No. 83/90

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN SOSHANGUVE GEHOU TE SOSHANGUVE

In die saak tussen **THE AFRICAN BANK LIMITED,** Eiser, en **M B MABUSELA,** 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 1ste dag van Maart 1996** te die Balju, Wonderboom, Ged 83, De Onderstepoort, Bon Accord per publieke veiling deur die Balju, Pretoria-Noord verkoop word:

Die reg titel en belang van Erf 369, Blok K, tesame met die verbeteringe of geboue daarop geleë in die Dorpsgebied van Soshanguve gehou kragtens Akte van Transport van Huurpag No. T47278/92, grootte 576 (vyf sewe ses) vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee kan word nie): Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, aparte toilet, kombuis en twee slaapkamers.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

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

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

4. Verdere voorwaardes by Balju vir insae.

Geteken te Pretoria-Noord hierdie 24ste dag van Januarie 1996.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/A07/18/EJ.)

Case No. 14/92

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

In the matter between **GAZANKULU FINANCE Co.,** Plaintiff, and **M. E. MABUNDA,** Defendant

In pursuance of judgment of the Court of the Magistrate of Lulekani and Writ of Execution dated 18 December 1995, the following property will be sold by public auction on the **20 day of February 1996 at 15:00** before the Magistrate's Court, Lulekani to the highest bidder, viz:

House 1169A, situated in the township Lulekani, 3 x rooms, 1 x kitchen, 1 x lounge, include all alterations.

Material conditions of sale:

1. The property will be sold to the highest bidder without reserve and subject to the Magistrate's Court Act and Rules in terms thereof.

2. The purchaser shall pay 10% (ten percent) of the purchase price or an amount of R1 000,00 (one thousand rand) whichever the highest to the Sheriff of the Court in cash immediately after the sale and the balance shall be secured by means of bank or building society guarantee payable against registration of the property in the name of the purchaser, which guarantee shall be delivered to the sheriff within 21 (twenty-one) days of the date of the sale.

The conditions of sale will lie for inspection during office hours at the offices of the Sheriff of the Magistrate's Court at Lulekani.

A. B. Maré, for Anton Maré Attorney, P.O. Box 664, Wilger Avenue, Phalaborwa, 1390. (Ref. Miss Benadie: G8612.)

Case No. 43/95

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

In the matter between **GAZANKULU FINANCE Co.,** Plaintiff, and **M. S. MSAPA,** Defendant

In pursuance of judgment of the Court of the Magistrate of Lulekani and Writ of Execution dated 7 December 1995, the following property will be sold by public auction on the **20 day of February 1996 at 15:00** before the Magistrate's Court, Lulekani to the highest bidder, viz:

House 1178A, situated in the township Lulekani, include all alterations.

Material conditions of sale:

1. The property will be sold to the highest bidder without reserve and subject to the Magistrate's Court Act and Rules in terms thereof.

2. The purchaser shall pay 10% (ten percent) of the purchase price or an amount of R1 000,00 (one thousand rand) whichever the highest to the Sheriff of the Court in cash immediately after the sale and the balance shall be secured by means of bank or building society guarantee payable against registration of the property in the name of the purchaser, which guarantee shall be delivered to the sheriff within 21 (twenty-one) days of the date of the sale.

The conditions of sale will lie for inspection during office hours at the offices of the Sheriff of the Magistrate's Court at Lulekani.

E. J. Maré, for Anton Maré Attorney, P.O. Box 664, Wilger Avenue, Phalaborwa, 1390. (Ref. Miss Benadie: G7657.)

Case No. 56/94

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

In the matter between **GAZANKULU DEVELOPMENT CO.,** Plaintiff, and **G. D. KHUMALO,** Defendant

In pursuance of judgment of the Court of the Magistrate of Lulekani and Writ of Execution dated 31 July 1995, the following property will be sold by public auction on the **23 day of February 1996 at 15:00** before the Magistrate's Court, Nkowakowa district Ritavi to the highest bidder, viz:

House 1508A, situated in the township Nkowakowa district Ritavi, include all alterations.

Material conditions of sale:

1. The property will be sold to the highest bidder without reserve and subject to the Magistrate's Court Act and Rules in terms thereof.

2. The purchaser shall pay 10% (ten percent) of the purchase price or an amount of R1 000,00 (one thousand rand) whichever the highest to the Sheriff of the Court in cash immediately after the sale and the balance shall be secured by means of bank or building society guarantee payable against registration of the property in the name of the purchaser, which guarantee shall be delivered to the sheriff within 21 (twenty-one) days of the date of the sale.

The conditions of sale will lie for inspection during office hours at the offices of the Sheriff of the Magistrate's Court at Lulekani.

A. B. Maré, for Anton Maré Attorney, P.O. Box 664, Wilger Avenue, Phalaborwa, 1390. (Ref. Miss Benadie: G6600.)

Case No. 7648/1995

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

In the matter between **ABSA BANK LIMITED (ALLIED DIVISION),** Plaintiff, and **CHRISTIAAN FREDERIK BEYERS,** 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, 23 February 1996 at 11:00** of:

A half undivided share in Erf 634, situated in the township The Orchards Extension 10, Registration Division: J.R. Transvaal, measuring 800 (eight hundred) square metres, known as 140 Jensen Street, The Orchards X10.

Particulars are not guaranteed.

Dwelling: Lounge, diningroom, kitchen, laundry, two bedrooms and bathroom. Garage.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-451234/JAA/J. S. Herbst.)

Case No. 1159/1995

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

In the matter between **ABSA BANK LIMITED (ALLIED DIVISION),** Plaintiff, and **PRINCE MATOME,** First Defendant, **VICTORIA MILLICENT TATI MATOME,** Second Defendant

A sale will be held at the Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on **Friday, 23 February 1996 at 11:00** of:

Site 1744, Block B B PB 43/1989, Soshanguve, situated in the area of the Regional Representative Development-Aid, Registration Division J.R. Transvaal, measuring 188 (one hundred and eighty-eight) square metres, known as Erf 1744 BB, Soshanguve.

Particulars are not guaranteed.

Dwelling with lounge, kitchen, two bedrooms and bathroom.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/B-448557 (351287)/JAA/J. S. Herbst.]

Case No. 8409/1995

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

In the matter between **ABSA BANK LIMITED (UNITED DIVISION),** Plaintiff, and **MARIUS LOURENS,** 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, 23 February 1996 at 11:00** of:

Section 32 as shown on Sectional Plan Number SS 122/85 in the building Prenorpark, situated at R/E of Erf 1120, Pretoria North, Local Authority, City Council of Pretoria, measuring 78 square metres; and

an undivided share in the common property in the land and building held under Deed of Transfer Number ST 5170/1992 dated 29 January 1992.

Known as Flat Number 702, "Prenor Park", 489 Brits Street, Pretoria North.

Particulars are not guaranteed.

2-bedroomed "Penthouse Flat" with lounge, diningroom, bathroom, sunroom & garage.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/B-451288/JAA/J. S. Herbst.)

Case Number 183/1994

IN THE MAGISTRATE'S COURT WONDERBOOM

In the matter between **ABSA BANK LIMITED, (ALLIED DIVISION),** Plaintiff, and **JASPER JOHANNES VON KLEIST,** 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 23 February 1996 at 11:00** of:

Section Number 8 as shown on Sectional Plan Number SS 69/1981 in the building Alitra Hof, situated at Erf 767, Pretoria North, (Local Authority - Pretoria) measuring 54 square metres; and an undivided share in the common property in the land and building held under Deed of Transfer Number ST 93095/92 dated 14 October 1992.

Known as Flat Number 1, Alitra Hof, 283 Burger Street 283, Pretoria North.

Particulars are not guaranteed.

1-bedroomed flat with lounge/diningroom, kitchen, bathroom & carport.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-M01153(397528)/JAA/J. S. Herbst.]

Case Number 8663/95

IN THE MAGISTRATE'S COURT WONDERBOOM

In the matter between **ABSA BANK LIMITED, (UNITED DIVISION),** Plaintiff, and **ANDRIES HENDRIK LOMBARD,** First Defendant, **ENGELA MARIA LOMBARD,** Second Defendant

A sale will be held at the Sheriff Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on **Friday 23 February 1996 at 11:00** of:

Erf 61, situated in the township of Eldorette Extension 1, Registration Division JR, Transvaal, measuring 1 609 square metres, known as 4 Terrier Avenue, Eldorette Extension 1.

Particulars are not guaranteed.

Dwelling with lounge, diningroom, kitchen, four bedrooms, two bathrooms, garage & toilet.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/A-M01136/JAA/J. S. Herbst.]

Case Number 49923/1991

IN THE MAGISTRATE'S COURT PRETORIA

In the matter between **UNITED BANK LIMITED,** Plaintiff, and **MARTHINUS GERHARDUS OOSTHUIZEN,** Defendant

A sale will be held at the Room 603A, Olivetti House, corner Schubart and Pretorius Streets, Pretoria on **Thursday, 22 February 1996 at 10:00** of:

Remaining extent of Erf 270 in the town Daspoort, Registration Division JR, Transvaal, measuring 992 square metres, known as 762 Ross Street, Daspoort.

Particulars are not guaranteed.

Dwelling with lounge, diningroom, kitchen, 3 bedrooms, 2 bathrooms, double garage, servants room, toilet & borehole.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) [Ref. N1/439475(332949)/JAA/J. S. Herbst.]

Saak No. 893/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen **NBS BANK BEPERK,** Eiser, en **KHEMDAMILE HALIFAX MBALI,** Verweerder

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 6 Desember 1995, sal die volgende vaste eiendom in eksekusie verkoop word by die kantoor van die Balju, Cornellweg 21, Evander, op Woensdag, **21 Februarie 1996 om 12:00** aan die hoogste bieder, naamlik:

Erf 5259, Embalenhle Uitbreiding 9, Registrasieafdeling I.S. Mpumalanga, groot 450 vierkante meter.

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

Die Vekoopsvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Cornellweg 21, Evander besigtig word.

Geteken te Secunda hierdie 22ste dag van Januarie 1996.

Els Prokureurs, Prokureurs vir Eiser, Checkersgebou, Posbus 47, Secunda. (Tel. 347788/347739.) (Verw. mev. Louw/eh.)

Saak No. 9229/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **NBS BANK BEPERK,** Eiser, en **C H YEH,** Verweerder

Kennis word hiermee gegee dat nadat 'n lasbrief vir eksekusie gedateer 1ste Desember 1995 uitgereik is deur die bogemelde Agbare Hof sekere vaste eiendom naamlik:

Erf 3672 in die dorpsgebied Pietersburg Uitbreiding 11, Registrasie Afdeling L.S. Noordelike Provinsie, beter bekend as Arnothaweg 94, Pietersburg, groot 1 424 (een vier twee vier) vierkante meter.

Bestaande uit 5 slaapkamer woonhuis, sitkamer, eetkamer, studeerkamer, kombuis, 2 badkamers, 2 ekstra familiekamers, 1 speelkamer, 2 motorhuise, 4 afdakke, bediendekamer met stort, opwaskamer, lapa; verkoop sal word in eksekusie deur die Balju van die Landdroshof/Afslaer te die Pietersburg hoek van Bodenstein- en Landdros Maréstraat op **23ste Februarie 1996 om 10:00**.

Die eiendom word verkoop onderhewig aan die verkoopsvoorwaardes wat ter insae lê by die Landdroshof Pietersburg en die kantoor van die Balju Pietersburg, welke voorwaardes onder andere die volgende vervat:

1. Die Koper moet 'n deposito van 10% van die koopprys in kontant onmiddellik na die toeslaan van die bod betaal, die balans teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju van die Landdroshof of afslaer binne veertien (14) dae na die datum van die verkoping verstrek te word.

2. Nog die Eiser nog die Verweerder nog die Balju van die Landdroshof/Afslaer verskaf enige waarborg wat betref die eiendom en word die eiendom "voetstoots" verkoop.

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

P. S. Steyn, vir Du Toit, Swanepoel & Steyn, 2de Vloer, NBS Gebou, Landdros Maréstraat 53, Pietersburg, 0700. (Verw. Mnr. Steyn/tv/6132.)

Saak No. 4504/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **NBS BANK BEPERK,** Eiser, en **ARNOLDUS JOHANNES PRETORIUS,** Verweerder

Kennis word hiermee gegee dat nadat 'n lasbrief vir eksekusie gedateer 19 Julie 1995 uitgereik is deur die bogemelde Agbare Hof sekere vaste eiendom naamlik:

Erf 4172, geleë in die dorp Pietersburg Uitbreiding 11, Registrasie Afdeling L.S. Noordelike Provinsie, beter bekend as Keogstraat 27, Flora Park, Pietersburg, groot 1 013 (een nul een drie) vierkante meter.

Bestaande uit 3 slaapkamer woonhuis, 1 ½ badkamer, familiekamer, kombuis, eetkamer, sitkamer, waskamer, speelkamer, 2 motorhuise, patio; verkoop sal word in eksekusie deur die Balju van die Landdroshof/Afslaer te die Landdroskantoor Pietersburg hoek van Bodenstein- en Landdros Maréstraat op **23ste Februarie 1996 om 10:00**.

Die eiendom word verkoop onderhewig aan die verkoopsvoorwaardes wat ter insae lê by die Landdroshof Pietersburg en die kantoor van die Balju Pietersburg, welke voorwaardes onder andere die volgende vervat:

1. Die Koper moet 'n deposito van 10% van die koopprys in kontant onmiddellik na die toeslaan van die bod betaal, die balans teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju van die Landdroshof of afslaer binne veertien (14) dae na die datum van die verkoping verstrek te word.

2. Nog die Eiser nog die Verweerder nog die Balju van die Landdroshof/Afslaer verskaf enige waarborg wat betref die eiendom en word die eiendom "voetstoots" verkoop.

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

P. S. Steyn, vir Du Toit, Swanepoel & Steyn, 2de Vloer, NBS Gebou, Landdros Maréstraat 53, Pietersburg, 0700. (Verw. Mnr. Steyn/tv/5079.)

Case No. 11899/95
PH 411

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **ABSA BANK LIMITED** t/a **UNITED BANK,** Plaintiff, and **HENDRIK JACOBUS NICOLAAS SMIT,** Defendant

In execution of a judgment of the above Honourable Court dated the 24th day of August 1995 and writ of execution, the following property will be sold in execution on the **22nd day of February 1996 at 10:00** by the Sheriff of Johannesburg, 131 Marshall Street, Johannesburg to the highest bidder:

Section No. 6 as shown and more fully described on Sectional Plan No. SS 127/1994 in the scheme known as Byron Court in respect of the land and building or buildings situated at Rosettenville Township; and an undivided share of the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, area Johannesburg Legal Authority, measuring 45 (forty-five) square metres, held by Deed of Transfer ST27125/1994, situated at Flat No 6, Byron Court, 47 First Avenue, Rosettenville, Johannesburg.

The reserve price is R Nil subject to confirmation in terms of clause 16 of the conditions of sale.

The property consists of lounge, bedroom, bathroom/w.c. and kitchen.

Terms and conditions:

Terms: The purchase price shall be 10% (ten percent) thereof on the day of the sale and the balance must be secured within 10 (ten) days from date of sale by means of a bank or building society guarantee.

Conditions: The full conditions of sale, which will be read out by the Sheriff of Johannesburg South prior to the sale, may be inspected at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein.

Signed at Johannesburg on this 4th of January 1996.

A. Bierman, for Smit & Maritz, Attorneys for Plaintiff, 1st Floor, E.S.I.C. Building, 130 Commissioner Street, Johannesburg. (Ref. A. Bierman/rva/A 271.)

Saaknommer 6681/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **UNITED BANK ('N DIVISIE VAN ABSA BANK BEPERK),** Eiser, en **L. J. MINNAAR,** Eerste Verweerder, en **A. S. MINNAAR,** Tweede Verweerder

Ingevolge uitspraak in die Hof van die Landdros van Middelburg en Eksekusie teen Goed gedateer 6 Januarie 1994 sal die ondervermelde eiendom op **Vrydag 16 Februarie 1996 om 11:00** te Voortrekkerstraat 74A, Middelburg aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf: Res Gedeelte van Erf 92, Middelburg Dorpsgebied, Registrasie Afdeling J.S., Provinsie van Mpumalanga, groot 2 231 (tweeduisend tweehonderd een-en-dertig) vierkante meter, gehou kragtens Akte van Transport: T69252/1992.

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, Balju Middelburg, Mpumalanga, Posbus 68, Markstraat 20B.

Saaknommer 3829/95

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen **ALLIED BANK 'N DIVISIE VAN ABSA BANK BEPERK,** Eiser, en **P. LIGHTFOOT,** Verweerder

Ingevolge uitspraak in die Hof van die Landdros van Middelburg en Eksekusie teen Goed gedateer 1 Julie 1995 sal die ondervermelde eiendom op **Vrydag 16 Februarie 1996 om 12:00** te Wesstraat 82 Middelburg aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf: Ged 1 van Erf 350 Dorpsgebied Middelburg, Registrasie Afdeling J.S., Transvaal, groot 2 231 (tweeduisend tweehonderd een-en-dertig) vierkante meter, gehou kragtens akte van transport: T88714/94.

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, Balju Middelburg, T.V.L., Posbus 68, Markstraat 20B, Middelburg, 1050.

Case No. 25760/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **DERRY: MICHAEL PETER,** Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on **Friday the 23rd February 1996 at 10:00,** of the undermentioned property of the Defendant on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 1135, Witpoortjie Extension 1 Township, Registration Division IQ Transvaal, situation 149 Drommedaris Street, Witpoortjie Extension 1, area 1 151 (one thousand one hundred and fifty one) square metres.

Improvements (not guaranteed): 3 Bedrooms, 2.25 bathrooms, 3 other rooms, 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 23rd day of January 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 2nd Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N3698E/mgh/tf.)

Case No. 33537/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **OLIVER: SHANA CANDICE,** 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 22nd February 1996 at 10:00,** of the undermentioned property of the Defendant on conditions to be read out by the Auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 126, Meredale Township, Registration Division IQ, Transvaal, situation 66 Amy Street, Meredale, Johannesburg, area 2 192 (two thousand one hundred and ninety two) square metres.

Improvements (not guaranteed): 3 bedrooms, 2 bathrooms, kitchen, 3 other rooms, 2 garages/storerooms, 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 18th day of January 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 2nd Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4541E/mgh/tf.)

Case No. 95/25917
PH 222

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **CITY OF JOHANNESBURG PENSION FUND,** Plaintiff, and **NHLABATHI: JOSEPH,** Defendant

In execution of a Judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the abovementioned suit, a sale without reserve will be held at the Offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on **Thursday, the 22nd February 1996, at 10:00,** of the undermentioned property of the Defendant on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Portion 55 of Erf 1994 Protea Glen Ext. 1 Township, Registration Division I.Q. Transvaal, measuring 213 (two hundred and thirteen) square metres, held under Certificate of Ownership No. TE.51917/1992 and situated at 100 Clement Street, Montclare, Protea Glen Ext. 1 zoned residential (hereinafter referred to as "the property").

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey residential building of brick walls, and tiled roof. Consisting of a lounge, kitchen, two bedrooms, one bathroom, one w.c.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 18.25% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

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

Moodie & Robertson, Attorneys for Plaintiff, 9th Floor, Total House, 209 Smit Street, Braamfontein; P.O. Box 4685, Johannesburg, 2000. (Tel. 807-6046/7.) (Ref. Mr Johnson/J87600.)

Case No. 7248/1995

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

In the matter between **FIDELITY BANK LIMITED,** Plaintiff, and **GERT DIEDERICK SCHERMAN,** Defendant

Pursuant to a judgment granted by the above Honourable Court the undermentioned property will be sold on the **1st March 1996 at 11:00 am** at the office of the Sheriff, 439 Prince George Street, Brakpan to the highest bidder:

The complete conditions of sale may be inspected at the office of the Sheriff.

Certain remaining extent of Holding 52 The Rand Collieries Small Holdings Agricultural Holdings, Registration Division IR, Transvaal, measuring 2,2843 (Two comma two eight four three) hectares, held under Deed of Transfer No. T8082/1972 (situated at remaining extent of Holding 52 The Rand Collieries Small Holdings, Agricultural Holdings).

Date: 1996-01-15.

I. M. Hutchesson, c/o Frank le Roux, Geyser & De Kock, 116 Kingsway Avenue, Brakpan. (Tel. 744-4620/7.) (Ref. Mrs Coetzer/IF0182.)

Case No. 95/6881
PH 376

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **N.B.S. BANK LIMITED,** Plaintiff, and **SISHI, BONGINKOSI OSBORNE,** Defendant

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the property listed hereunder will be sold in execution on **Wednesday, the 21st day of February 1996 at 02:30** at Block D, 1st Floor, Lochner Park, cnr. Richard Drive and Suttie Street, Halfway House to the highest bidder:

Erf 588, Wendywood Extension 3 Township, Registration Division I.R. Transvaal measuring 1 028 square metres held by Deed of Transfer No.: T13985/93.

Physical address: 3 Luderitz Street, cnr. St. Francis Drive, Wendywood.

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

Main building: Single storey, brick walls, tiled roof, fitted carpets, tiled and Novilon floors, lounge, dining room, kitchen, pantry, three bedrooms, two bathrooms, two w.c.'s, entrance hall, family room.

Additional features: Walk-in cupboards, brick and concrete walls, fenced pool, brick driveway, courtyard terraces, automatic gates and intercom.

Outbuildings: Double garage, servants quarters, bathroom and w.c.

The material terms of the sale are:

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 Supreme Court's offices, Block D, 1st Floor, Lochner Park, cnr Richard Drive and Suttie Street, Halfway House.

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 and Value Added Tax.

4. The purchase price shall be paid as to a deposit of 10% (ten percent) thereof, together with the auction charges of the Sheriff of the Supreme Court and Value Added Tax (if applicable), both immediately after the sale, in cash or bank guaranteed cheque, and the unpaid balance of the purchase price together with interest at the rate of 19,25% (nineteen point two five per cent) per annum subject to variation in terms of the rates charged by the Plaintiff from time to time from the date of sale to date of payment, on the preferent creditor's claims to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from date of sale.

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 Plaintiff, the deposit referred to in 4. above, without prejudice to any claim against him for damages, alternatively to enforce the sale.

Signed at Sandton on this the 3rd day of January 1996.

Hertzberg-Margolis (Sandton), 4th Floor, Twin Towers East, Sandton City, 2199; P.O. Box 784740, Sandton, 2146; c/o Hertzberg-Margolis, 3rd Floor, 30 Ameshoff Street, Braamfontein. (Tel. 883-2710.) (Ref. Mr W. Fullard.) (Dx. 58 Randburg)

Case 95/24337
PH 376

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **N.B.S. BANK LIMITED,** Plaintiff, and **FITZGERALD, GAVIN PATRICK,** Defendant

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the property listed hereunder will be sold in execution on **Friday, the 16th day of February 1996 at 10:00** at Ground Floor, 100 Grayston Drive, Sandown to the highest bidder:

Erf 148 Benmore Gardens Extension 3 Township, Registration Division I.R. Transvaal measuring 1 133 square metres held by Deed of Transfer No. T46904/94.

Physical address: 40 Montague Simpson Crescent, Benmore Gardens.

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

Main building: ABR Roof, brick walls, steel window frames, lounge, family room, dining room, 3 bathrooms, passage, kitchen.

Additional features: Swimming pool, brick fencing.

Outbuildings: Double garage, servants quarters.

The material terms of the sale are:

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 Supreme Court's offices, Ground Floor, 100 Grayston Drive, Sandown.

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 and Value Added Tax.

4. The purchase price shall be paid as to a deposit of 10% (ten percent) thereof, together with the auction charges of the Sheriff of the Supreme Court and Value Added Tax (if applicable), both immediately after the sale, in cash or bank guaranteed cheque, and the unpaid balance of the purchase price together with interest at the rate of 20.25% (twenty point two five per cent) per annum subject to variation in terms of the rates charged by the Plaintiff from time to time from the date of sale to date of payment, on the preferent creditor's claims to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from date of sale.

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 Plaintiff, the deposit referred to in 4. above, without prejudice to any claim against him for damages, alternatively to enforce the sale.

Signed at Sandton on this the 16th day of January 1996.

Hertzberg-Margolis (Sandton), 4th Floor, Twin Towers East, Sandton City, 2199; P.O. Box 784740, Sandton, 2146; c/o Hertzberg-Margolis, 3rd Floor, 30 Ameshoff Street, Braamfontein. (Tel. 883-2710.) (Ref. Mr W. Fullard.) (Dx 58 Randburg)

Case No. 27212/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **RADEBE: JUSTICE THULA,** 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, Halfway House – Alexandra, at Block D, 1st Floor, Lochner Park, corner of Richards Drive & Suttie Street, Halfway House, on **Wednesday, the 21st February 1996 at 14:30** 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 Portion 6 of Erf 58 Kelvin Township, Registration Division IR, Transvaal, situation 4 Willow Place, Kelvin, area 2 274 (two thousand two hundred and seventy-four) square metres.

Improvements (not guaranteed): 3 bedrooms, 2.5 bathrooms, kitchen, 3 other rooms, 2 garages, 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 9th day of January 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, 2nd Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N5544E/mgh/tf.)

Saak No. 4058/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen **ABSA BANK BEPERK,** Eksekusieskuldeiser, en **GERT JOHAN TRYTSMAN,** Eksekusieskuldenaar

In uitvoering van 'n Vonnis van die Landdroshof te Roodepoort en 'n Lasbrief vir Eksekusie gedateer 9 Oktober 1995 en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde eiendom op **Vrydag 23 Februarie 1996 om 10:00,** te die Balju se perseel deur die Baju, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 1380, Witpoortjie, Uitbreiding 1, Registrasie Afdeling I.Q., Gauteng, groot 1 115 (eenduisend eenhonderd-en-vyftien) vierkante meter, gehou kragtens Akte van Transport T33874/81 bekend as Javastraat 29, Witpoortjie, Uitbreiding 1, Roodepoort.

Belangrike voorwaardes van verkoping: 10% (tien per centum) deposito van die totale koopprys in kontant of by wyse van 'n bankgewaarborgde tjek by die toestaan van die bod-balans binne 21 (een-en-twintig) dae na datum van verkoping.

Alle verkoopsvoorwaardes wat deur die Balju net voor die verkoping uitgelees sal word, is in hul kantoor te Progresslaan 182, Technicon, Roodepoort gedurende normale kantoorure, ter insae beskikbaar.

Gedateer te Roodepoort hierdie 23ste dag van Januarie 1996.

Blake, Bester Ing., Blake Bestergebou, Mimosalaan 18, Wilropark. (Tel. 764-4643.) (Verw. mnr. Bester IT ZT2287.)

Saak No. 60580/93

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **ABSA BANK BEPERK, H/A TRUST BANK,** Eiser, en **DE JONGH SANDRA,** voorheen Mattheus — ID 600221 0042 008, Verweerder

'n Openbare veiling sonder 'n reserwe prys sal deur die balju Wonderboom te Gedeelte 83 De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord) op **23 Februarie 1996 om 11:00** volgens voorwaardes wat nou by die kantore van die balju Wonderboom te Gedeelte 83 De Onderstepoort (noord van Sasko Meule, ou Warmbadpad, Bon Accord) ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

Erf 797 Theresapark Uitbreiding 2, Registrasie Afdeling JR Transvaal, groot 800 (agthonderd) vierkante meter gehou kragtens Akte van Transport No. T38452/1988.

Hierdie eiendom is geleë te Ant Bearlaan 11, Theresapark, Pretoria.

Die volgende verbeterings is op die eiendom aangebring: Sitkamer, eetkamer, TV-kamer, kombuis, 3 slaapkamers, 1 badkamer & toilet. Konstruksie. Mure — baksteen. Plafon — komposisie bord. Vloer — matte & keramiek teëls. Dak — sement teëls.

Buitegeboue: Enkel motorhuis.

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

Terme:

1. Die eiendom word verkoop sonder reserweprys.

2. 'n Deposito van 10% van die koopprys is onmiddellik betaalbaar. Vir die restant van die koopprys moet waarborge gelewer word binne 14 dae aan die balju.

3. Die koper betaal die Balju se kommissie.

4. Die eiendom word voetstoots verkoop.

Gedateer te Pretoria op hierdie 26ste Januarie 1996.

E. J. J. Geyser, vir Rooth & Wessels, 2de Vloer, Eerste Nasionale Bank Gebou, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A821.)

Case No. 95/13454

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **GEOPRACTICA CC,** Plaintiff, and **JANSSEN LOTHAR,** Defendant

In execution of a provisional sentence judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, Block D, 1st Floor, Lochner Park c/o Richards Drive & Futtie Street, Halfway House at **14:30** on **Wednesday, 21 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 54, Kyalami Estate, Registration Division JR, Gauteng, area 1 065 (One Thousand and Sixty Five) Square Metres, situation 54 Milnerton Street, Kyalami Estate.

Improvements (not guaranteed): A house under tiled roof consisting of 3 bedrooms, 2 bathrooms, kitchen, lounge, dining-room, study, double garage, servants quarters, with beautiful walled garden and electric gate, within security controlled area.

Terms: 10% of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% on the proceeds of the sale up to a price of R20 000 and thereafter 3%, with a maximum fee of R6 000 and a minimum of R200,00.

Dated at Sandton on 29 January 1996.

A. Feely, Plaintiff's Attorney, 36 Robin Drive, Fourways, 2055. (Tel. 465-7911.) (Fax. 705-1098.)

Case No. 26376/92
P.H. 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between **THE STANDARD BANK OF S.A. LTD,** Execution Creditor, and **MOLOI, THABO ISAAC,** Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the abovementioned suit, a sale without reserve will be held at the Sheriff's office, Boksburg on the **23 February, 1996 at 11:15** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg prior to the sale:

Certain Erf 7738, situated in the Township of Vosloorus Extension 9, Registration Division I.R., Transvaal, being 7738 Vosloorus Extension 9, Boksburg, measuring 314 (three hundred and fourteen) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining room, 3 bedrooms and 1 bathroom.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 18th 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/M225.)

Saak Nr. 72199/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOU TE PRETORIA

In die saak tussen **EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK,** Eiser, en **JENNIFER JEAN DUMINY,** Verweerder

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 11 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 **22 Februarie 1996 om 10:00:**

Gedeelte No. 50 soos aangetoon en vollediger beskryf op Deelplan Nr. SS80/1983 in die skema bekend as Osdic Sentrum ten opsigte van die grond en gebou of geboue geleë te Erf 327, Eloffsdal Uitbreiding 3, Pretoria in die Plaaslike bestuur van Sentraal Pretoria Metropolitaanse Substruktuur, welke deel van die vloeroppervlakte volgens voormelde deelplan 72 (twee-en-sewentig) vierkante meter is; en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken en gehou kragtens Sertifikaat van Geregistreerde Deeltitel No. ST. 83528/94.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Pretoria-Wes, Kamer 603A, 6de Vloer, Olivettihuis, h/v Schubart & Pretoriusstrate, Pretoria.

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

Verkoopsvoorwaardes: Die Verkoopsvoorwaardes lê ter insae by die kantore van die Balju Pretoria-Wes, Olivettigebou 607, h/v Schubart & Pretoriusstrate, Pretoria, waar dit gedurende normale kantoorure geïnspekteer kan word.

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

A. Bloem, vir Rooth & Wessels, Eerste Nasionale Bankgebou, 2de Vloer, Kerkplein, Pretoria. (Tel. 325-2940.) (Verw. W. Spray/F17087.)

Saak No. 94/23171
PH 507

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **ABSA BANK BEPERK,** Eksekusieskuldeiser, en **HOGENBIRK-WYNBERGER: ADRIANUS,** Eksekusieskuldenaar

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping gehou word op die **22ste dag van Februarie 1996 om 10:00** by Clivestraat 37, Robindale Uitbreiding 1, Randburg, van die ondergemelde eiendom:

Sekere Erf 232, Robindale, Uitbreiding 1 Dorpsgebied, Registrasie Afdeling, I.Q., Gauteng, groot 1 190 (eenduisend eenhonderd en negentig) vierkante meter, geleë te Clivestraat 37, Robindale Uitbreiding 1, Randburg.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: 'n 290 vierkante meter, 3 slaapkamer huis met matte, speelkamer, eetkamer, kombuis, waskombuis, wassery, badkamer, twee toilette, stort, swembad, jacuzzi met sonverhitting, baksteen mure, baksteen plaveisel (170 vierkante meter), 3 motorafdakke en teëldak.

Bestaande uit die volgende: 3 × slaapkamers, 1 × sitkamer, 1 × eetkamer, 1 × badkamer, 1 × stort, 2 × toilette, 1 × speelkamer, 1 × swembad, 1 × jacuzzi, 1 × studeerkamer, 1 × kombuis, 1 × waskombuis, 1 × wassery, 3 × motorafdakke.

Die volle verkoopsvoorwaardes mag ondersoek word by die kantoor van die Balju, Hooggeregshof Randburg, Elnarand Hof 8, hoek van Selkirk en Blairgowriestrate, Randburg of Eiser se Prokureurs, Mnre Blakes Prokureurs, 14 Pleinstraat, Johannesburg.

Gedateer te Johannesburg op hede hierdie 9de dag van Januarie 1996.

E. Champion, vir Blakes Prokureurs, Prokureurs vir Eiser, Pleinstraat 14, Posbus 5315, Johannesburg, 2000. [Tel. (011) 491-5500.] [Faks. (011) 491-5593.] (Verw. RRW016/E Champion/al.)

Saak No. 20298/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen **ABSA BANK BEPERK,** Eiser, en **Louis Eduar Joubert,** Verweerder

'n Eksekusieverkoping word gehou deur die Balju Phalaborwa voor die Landdroskantore te Sealeneweg, Phalaborwa op **23 Februarie 1996 om 10:00** van:

Erf 91, in die dorpsgebied Phalaborwa, Registrasie Afdeling L.U., Transvaal, groot 1 636 vierkante meter, gehou kragtens Akte van Transport T23387/95, beter bekend as Essenhoutstraat 15, Phalaborwa.

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

Verbeterings: 'n Baksteen woonhuis met sinkdak en vinielteëlvloere, bestaande uit 'n ingangsportaal, sitkamer, eetkamer, kombuis, opwaskamer, 3 slaapkamers, 1 badkamer met bad en toilet en 1 badkamer met bad, stort en toilet. Buitegeboue: Bediendekamer, waskamer, motorhuis, toilet en stort.

Besigtig voorwaardes by die Balju Phalaborwa te Tovancogebou 4, Palmlaan 20, Phalaborwa.

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

CAPE · KAAP

Case No. 11621/95

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

In the matter between **N.B.S. BANK LTD,** Plaintiff, and **PIETER ISAAC VAN RENSBURG,** Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 11th December 1995, the under-mentioned property will be sold in execution at the premises on Tuesday, the **27th day of February 1996 at 10:00**:

Erf 3284, Blue Downs, situated in the area of the Transitional Metropolitan substructure of Blue Downs, Division Stellenbosch, Province Western Cape, held by Deed of Transfer No. T56142/94, comprising of lounge, three bedrooms, bathroom and toilet, kitchen, and known as 9 Peyton Place, Malibu Village, Blue Downs.

Conditions of sale:

1. The purchase price shall be paid as to 10% (ten percent) thereof in cash on the signing of the Conditions of Sale.

2. The Conditions of Sale which will be read out by the Auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's Attorneys as reflected hereunder.

Dated at Parow this 8th day of January 1996.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Saak No. 1525/1995

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VRYBURG GEHOU TE VRYBURG

In die saak tussen **SANAULLAH HOOSAIN,** Vonnisskuldeiser, en **MNR R. STEYTLER,** Vonnisskuldenaar

Kennis word hiermee gegee dat ingevolge uitspraak van bogemelde agbare hof in bogemelde saak op 20 Oktober 1995, en ter uitvoering van 'n lasbrief vir eksekusie sal die Balju van Kuruman op **1 Maart 1996 om 09:30** voor die Landdroskantoor, Ben Malanstraat, Kuruman, die ondergemelde vaste eiendom in eksekusie verkoop:

Die eiendom wat aldus te koop aangebied word staan bekend as Dennelaan 21, Wrenchville, Kuruman en word beskryf af Erf 1726 en Erf 1727, geleë in die Kuruman Dorpsuitbreiding, Munisipaliteit van Kuruman, Afdeling van Kuruman en met groottes: Erf 1726: 496 (vierhonderd ses-en-negentig) vierkante meter en Erf 1727: 496 (vierhonderd ses-en-negentig) vierkante meter.

Die vernaamste verkoopvoorwaardes is as volg:

1. Die verkoping geskied sonder voorbehoud, en word behoudens die bepalings van artikel 66 (2) van die Wet op Landdroshowe, Wet 32 van 1944 soos gewysig, aan die hoogste bieër verkoop.

2. Die koper is aanspreeklik vir die betaling en afslaerskommissie, transportkoste, hereregte, BTW indien van toepassing, agterstallige belastings en dienstegelde vir enige ander koste.

3. Die koopprys sal betaalbaar wees as volg: Die kontant onmiddellik na ondertekening van die verkoopvoorwaardes of 10 (tien) persent van die koopprys onmiddellik na ondertekening van die verkoopvoorwaardes en die balans by wyse van die lewering van 'n bevredigende bankwaarborg binne dertig (30) dae na datum van die verkoping.

4. Die volledige voorwaardes van die verkoping sal ter insae lê by die kantoor van die Balju, Kuruman en sal deur hom uitgelees word voor aanvang van die verkoping.

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

Kotze Low & Swanepoel, Prokureurs vir die Vonnisskuldeiser, De Kockstraat 14, Posbus 123, Vryburg, 8600. [Tel. (05391) 3964.] [Faks. (05391) 7-1015.]

Case No. 26430/95

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

In the matter between **FIRST NATIONAL BANK OF S A LIMITED,** Execution Creditor, and **DAVID VERNON HENRY LAKEY,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Wynberg and writ of execution dated 7 August 1995 the following property will be sold in execution on Tuesday, **12 March 1996 at 10:00** to the highest bidder in front of the Magistrate's Court, Mitchells Plain:

Certain Erf 28332, Mitchells Plain, in the Municipality of Cape Town, Cape Division, measuring 707 (seven hundred and seven) square metres, held by Deed of Transfer T24993/1984, also known as 26 Tennessee Avenue, Colorado, Mitchells Plain, consisting of 1 × single dwelling under asbestos tiled roof, 4 × bedrooms, 1 × dining room, 1 × lounge, 1 × kitchen, 1 × bathroom/toilet, 1 × garage.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. *Payment:* Ten per centum of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 18,25% per annum, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any peferent creditor then also the interest payable upon such preferent creditor's claim) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by approved bank or building society guarantees to be delivered within 14 (fourteen) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain.

Dated at Wynberg this 12th day of January 1996.

Buchanan Boyes, Attorney for Execution Creditor, 1 Cornwall Place, Wynberg.

Case No. 9373/95

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

In the matter between **ABSA BANK LIMITED,** Execution Creditor, and **D J VAN DYK,** 1st Execution Debtor, and **J M VAN DYK,** 2nd Execution Debtor

The following property will be sold in execution by public auction held at 7 Meath Street, Oakdale Bellville, to the highest bidder on **28 February 1996 at 10:00 am.**

Certain Erf 5142, Bellville, in the Municipality of Bellville, Division Cape, known as 7 Meath Street, Oakdale, Bellville, in extent 138 (one hundred and thirty-eight) square metres, held by Deed of Transfer No. T32874/1994, situated at 7 Meath Street, Oakdale, Bellville.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of 2 bedrooms, lounge, diningroom, bathroom, garage with brick tile roof.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 17.25% per annum calculated or the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Goodwood this 12th day of January 1996.

Heyns & Partners Incorporated, Attorneys for Judgment Creditor, 168 Vasco Boulevard, Goodwood. (Ref. N. Marais/mb/A434.)

Case No. 22653/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **OHNA CARRARO BODY CORPORATE,** Judgment Creditor, and **PATRICK LIONEL BRIGGS,** Judgment Debtor

The following will be sold in execution on site at 75 Carrara Hof, Hofmeyer Street, Parow Valley on **Friday, 23 February 1996 at 12:00** to the highest bidder:

Section 16, measuring 60 square metres, held by ST14002/1993, situated at 75 Carrara Hof, Hofmeyer Street, Parow Valley.

1. The folowing improvements on the property are reported but nothing is guaranteed: 1 Bedroom, kitchen, lounge, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 15.5% calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer which amounts are to be secured by approved bank guaranteed cheque to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the Sheriff prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers Incorporated, Plaintiff's Attorneys, First Floor, Southern Life Centre, 8 Riebeek Street, Cape Town. (Ref. Mrs V. Beswick/105966.)

Case No. 779/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between **N B S BANK LIMITED,** Plaintiff, and **PANAYIOTIS KALLIDES,** Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution, dated the 12th January 1994, the following property will be sold on **Wednesday, 28 February 1996 at 10:40 a.m.** at the Messenger's Warehouse, KSM Building, Eales Street, King William's Town, to the highest bidder:

Erf 2861, King William's Town (King William's Town Extension No. 19) Municipality and Division of King William's Town, in extent one thousand and seventy-one (1 071) square metres, held by Deed of Transfer No. T 1283/1990.

Conditions of sale:

1. The purchaser of the property shall pay 10% of the purchase price on signature of the conditions of sale and the balance, together with interest, against transfer. The said amount is to be secured by an approved bank or building society guarantee which is to be furnished within 14 (fourteen) days of the date of sale.

2. The property will be sold voetstoots and subject to the terms of the rules of the Magistrate's Court and subject to all servitudes and conditions specified in the respective deed of transfer.

3. The full conditions of sale may be inspected at the offices of the Execution Creditor's Attorneys and will be read out by the Auctioneer immediately before the sale of the said property.

I C Clark Inc., Plaintiff's Attorneys, 13 Bisho Business Village, Siwani Avenue, Bisho. (Colls/B/K65.)

Case No. 32260/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,** Execution Creditor (Plaintiff), and **GREGORY VAN DER ROSS,** 1st Execution Debtor (1st Defendant), **SHOERAYDA JOSIAS,** 2nd Execution Debtor (2nd Defendant)

In pursuance of a judgment by the Court granted in the above suit the following immovable property will on the **27th of February 1996 at 09:00** be sold in execution. The auction will take place at Main Entrance, Magistrate's Court, 1st Avenue, East Ridge, Mitchells Plain and the property to be sold is:

Erf 49752, Mitchells Plain in the Municipality of Cape Town, Cape Division, in extent 245 square metres, situate at 19A Admiralls Drive, Admiralls Hill, Strandfontein, previously and also known as 19A Spinnaker Drive, Admiralls Hill, Strandfontein.

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

Single storey, facebrick dwelling with tiled roof and lounge, kitchen, 2 bedrooms, 1 bathroom and toilet.

Terms:

1. The sale will be "voetstoots" without reserve and to the highest bidder but subject to the Magistrates' Courts Act and Rules and all conditions contained in the Title Deed under which the property is held.

2. Auctioneer's charges and 10% of the purchase price payable on the day of the sale and the balance to be secured within fourteen (14) days of the sale.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the above Court.

Signed at Cape Town this the 17th day of January 1996.

J. E. Coetzee, vir Mostert & Bosman, Attorney for Plaintiff, Second Floor, Leadership House, 40 Shortmarket Street, P.O. Box 1456, Cape Town. (Ref. J. E. Coetzee.)

Case No. 15268/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **BANK OF LISBON INTERNATIONAL LIMITED,** Plaintiff, and **YUSUF JAPPIE, SENIOR,** Defendant

In execution of the Judgment of the Supreme Court (Cape of Good Hope Provincial Division) in the above matter, a sale will be held in front of the premises, Walden Farm, New Eisleben Road (between Weltevreden Road and Vanguard Expressway), Phillipi, Cape on **Wednesday, 21st February 1996, at 14:00** of the following immovable property: Portion 17 of the farm Schultz Vley, No. 807 Cape Road, in the Cape Division; measuring 2,6553 hectares.

1. The Seller is subject to the Rules of the Supreme Court, the property being sold "voetstoots" and as it stands, and subject to the conditions of the existing Title Deed. The highest bidder shall be the Purchaser subject to the Rules of the Supreme Court.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The Purchaser may, however, at his option, pay a deposit of 10% of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read immediately prior to the sale and which may be inspected at the office of the Sheriff of the Supreme Court, Wynberg.

Dated at Cape Town this 12 day January 1996.

Herbsteins, per B. Halliday, 17th Floor, 2 Long Street, Cape Town. (Ref. BH/dc/21463.)

Case No. 38090/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **KHUTHELE JACKSON MKOKO,** Defendant

In pursuance of a Judgment dated 7th November 1995 and an attachment on the 20th December 1995, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on **Friday, 16th February 1996 at 2:15pm.**

Erf 426 Administrative District of Uitenhage; in extent 266 square metres, situate at 26 Bira Street, Motherwell NU4, Swartkop, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The Conditions of Sale may be inspected at the Office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% on the date of sale, the balance, including V.A.T. if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within twenty one (21) days of sale. Sheriff's charges 5% on first R20 000,00 and 3% on the balance are also payable on date of sale.

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

Kaplan Blumberg Friedman & Scheckter, per Plaintiff's Attorneys, 4th Floor, 121 Main Street, Port Elizabeth.

Case No. 12301/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **NEDCOR BANK LIMITED,** Plaintiff and **MR M. N. GRIEB**, Defendant

In pursuance of a judgment of the above Honourable Court and a Warrant of Execution dated 26th September 1995 the following property will be sold on **Friday, 16th February 1996 at 12:00** to the highest bidder subject to the provisions of the Conditions of Sale:

Erf 1341, Gonubie, Municipality of Gonubie and Division of East London, in extent 1 011 (one thousand and eleven) square metres, held under Deed of Transfer No. T4637/93, known as 78 12th Avenue, Gonubie. The sale aforesaid will take place at the property itself being: 78—12th Avenue, Gonubie.

Conditions of sale:

1. The Purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiffl's Attorney within 14 (fourteen) days of the sale.

2. The property shall be sold "voetstoots" and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the Title Deed/Deed of Transfer.

3. The full Conditions of Sale may be inspected at the offices of the Plaintiff's Attorneys and these will be read out by the Auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: A partially completed dwelling under pitched iron roof, comprising three bedrooms, 1 bathroom, 1 lounge, dining-room, kitchen and garage.

Dated at East London on this 12th day of January, 1996.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W22889.)

Case No. 11126/95

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

In the matter between **STER DISCOUNT FURNISHERS CC,** Plaintiff, and **MRS NOLA CORNISH** (formerly **MISS N. TERBLANCHE),** Defendant

Kindly take notice that following property will be offered for sale in execution on **19 February 1996 at 11:00,** at the premises:

Section: No. 108, as shown and more fully described on Sectional Plan No. SS132/1981 in the scheme known as Mark Heights in respect of the land and building or buildings situated at Goodwood in the Municipality of Goodwood of which section the floor area according to the said Sectional Plan, measures 68 square metres and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said Sectional Plan apportioned to the said section in accordance with the Participation Quota as endorsed on the said Sectional Plan, measuring 68 square metres, held under Certificate of registered Section Title No. ST4970/1992.

Although no warranties are given the following information is provided: Roof flat, brick walls, one lounge, one kitchen, two bedrooms and two bathrooms.

A deposit of 10% of the purchase price is payable in cash at the sale and the balance on registration of transfer.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Goodwood and Van der Spuy & Partners, Boland Bank Building, 18 Lower Burg Street, Cape Town. The directions as to reaching the property on which the sale is going to take place, are obtainable from the Sheriff, telephone number 932-7126.

Dated at Cape Town on this 9th day of January 1996.

Van der Spuy & Partners, Attorneys for Plaintiff, 3rd Floor, Boland Bank Building, 18 Lower Burg Street, Cape Town. (Tel. 419-3622.) (Fax: 418-1329.) (Ref. Mrs P. Neethling/ms.)

Saak No. 39840/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen **SAAMBOU BANK BEPERK,** Eiser, en **DAVID SAMUEL BROWN,** Verweerder

Kragtens 'n Vonnis van die Landdroshof vir die distrik van Port Elizabeth sal die ondergemelde eiendom verkoop word op **23 Februarie 1996 om 14:15** by die hoofingang van Nuwe Geregshowe, Noordeinde, Port Elizabeth sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopsvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid.

Erf 3566, Hunters Retreat, in die Munisipaliteit en Afdeling van Port Elizabeth, groot 707 (sewehonderd en sewe) vierkante meter, gehou kragtens Transportakte No. T 01200/93, ook bekend as Lancashiresingel 14, Sherwood, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkel verdieping baksteen woonhuis is met teëldak en bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer.

10% (tien persent) van die koopprys sal betaalbaar wees in kontant by ondertekening van die Verkoopsvoorwaardes en die balans tesame met die rente en ander koste 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 17de dag van Januarie 1996.

Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Case No. 12084/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS BANK LIMITED,** Plaintiff, and **LEWIS MEINTJIES,** 1st Defendant, and **REBEKKA MEINTJIES,** 2nd Defendant

The undermentioned property will be sold in execution at the premises at 86 Springbok Street, Heather Park, Eerste River on **29 February 1996 at 11:00:**

Erf 5432, Eerste River in the area of the Transitional Metropolitan Substructure Melton Rose/Blue Downs, Division of Stellenbosch, Western Cape province, in extent 276 (two hundred and seventy-six) square metres.

Comprising 2 bedrooms, lounge, kitchen, bathroom and toilet.

The Sale shall be by Public Auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% of the price is payable at the time of the Sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Kuils River, and will be read out by the Auctioneer prior to the Sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/ lvs/21042.)

Case No. 4652/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **SAAMBOU BANK LIMITED,** Plaintiff, and **H S D PROPERTIES CC,** CK92/08259/23), Defendant

The undermentioned property will be sold in execution at the premises at 14 Tabago Place, Macassar, Cape on **27 February 1996 at 11:00:**

Erf 3092, Macassar situate in the area of the Transitional Metropolitan Substructure Macassar, Division of Stellenbosch, Western Cape Province, in extent 243 (two hundred and forty-three) square metres.

Comprising 2 bedrooms, lounge, kitchen, bathroom and toilet, asbestos roof, vibracrete fencing.

The Sale shall be by Public Auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% of the price is payable at the time of the Sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Somerset West, and will be read out by the Auctioneer prior to the Sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/ lvs/20821.)

Case No. 11915/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **NBS BANK LIMITED,** Plaintiff, and **JEROME DAYCE,** 1st Defendant, and **RICHARD GAFFLEY DAYCE,** 2nd Defendant, **ESMARALDA HELEN ARENDSE,** 3rd Defendant

The undermentioned property will be sold in execution at the premises at 74 Northpine Drive, Northpine, Brackenfell on **26 February 1996 at 12:00:**

Erf 6748, Brackenfell, situate in the area of the Transitional Metropolitan Substructure Scottsdene, Division of Stellenbosch, Western Cape Province, in extent 372 (three hundred and seventy-two) square metres.

Comprising 3 bedrooms, lounge, kitchen, bathroom, toilet.

The Sale shall be by Public Auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% of the price is payable at the time of the Sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Kuils River, and will be read out by the Auctioneer prior to the Sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/lvs/20950.)

Case No. 4653/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **SAAMBOU BANK LIMITED,** Plaintiff, and **H S D PROPERTIES CC** (CK92/08259/23), Defendant

The undermentioned property will be sold in execution at the premises at 11 Tabago Place, Macassar on **27 February 1996 at 11:30:**

Erf 3080, Macassar situate in the area of the Transitional Metropolitan Substructure Macassar, Division Stellenbosch, Western Cape Province, in extent 272 (two hundred and seventy-two) square metres.

Comprising cement bricks and asbestos roof, 2 x bedrooms, 1 x bathroom & toilet, kitchen, lounge.

The Sale shall be by Public Auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and Rules.

10% of the price is payable at the time of the Sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Somerset West, and will be read out by the Auctioneer prior to the Sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/lvs/20822.)

Case No. 5471/90

MAGISTRATE'S COURT DISTRICT PORT ELIZABETH

NEDPERM BANK LIMITED *versus* **BENNETT JAMES UITHALER**

In pursuance of a Judgment dated 4th April 1990 and an attachment on the 9th January 1996, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, **16th February 1996 at 14:15.**

"Erf 4984, Korsten in the Munisipaliteit en Administratiewe Afdeling van Port Elizabeth, groot 209 (twee honderd en nege) vierkante meter", situated at 33 Neave Street, Korsten, 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 two bedrooms, kitchen and lounge combined.

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 with a minimum of R200,00 plus V.A.T.) are also payable on date of sale.

Dated 16th January 1996.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 2015/91

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

NEDPERM BANK LIMITED *versus* **WARREN WAYNE EDWARD NEL, MARLENE NEL**

In pursuance of a Judgment dated 14th August 1991 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, 16th February 1996 at 15:00.**

Erf 1226, Bloemendal, situated in the Municipality and Administrative District of Port Elizabeth, in extent 312 (three hundred and twelve) square metres, situated at 13 Montague Road, Booysens Park, 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 Sheriff's Office, 5th 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 with a minimum of R200,00 plus V.A.T.) are also payable on date of sale.

Dated 16th January 1996.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 1711/91

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

NEDCOR BANK LIMITED *versus* **SOLON ANASTASI PETROU**

In pursuance of a Judgment dated 30th June 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, **16th February 1996 at 15:00.**

Remainder Erf 1657, Summerstrand, Municipality and Administrative District of Port Elizabeth, in extent 1 396 (one thousand three hundred and ninety six) square metres, situated at 28 Vigne Road, Summerstrand, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under a tiled roof, consisting of five bedrooms, three bathrooms, lounge, diningroom, family room, study, kitchen, two garages and a swimming pool.

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, 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 with a minimum of R200,00 plus V.A.T.) are also payable on date of sale.

Dated 12th January 1996.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 10254/91

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

In the matter between **CAMPWELL GRASSY PARK (PTY) LIMITED,** Judgment Creditor, and **G G JOHNSTON,** Judgment Debtor

In pursuance of judgment granted on the 16 April 1991, in the Wynberg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on the **29 February 1996 at 12:00** at 56 Zeekoe Road, Lotus River, to the highest bidder:

Description: Erf 3921, Grassy Park at Lotus River, in extent six hundred and three (603) square metres, postal address, 56 Zeekoe Road, Lotus River.

Improvements: Single dwelling, brick walls, asbestos roof, consisting of approximately 1 bedroom, kitchen, lounge, bathroom, toilet, garage, one half built house (roof height).

Held by the Defendant in his name under Deed of Transfer No. T60137/83;

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The Purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the Purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the Purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.

3. The Purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

5. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Electric Road, Wynberg.

Dated at Athlone this 11 January 1996.

R. Ahmed, for Gihwala Abercrombie, Plaintiff's Attorneys, 2nd Floor, Kismet Plaza, Old Klipfontein Road, Athlone, 7764; P.O. Box 21, Athlone, 7760. [Telephone No: (021) 696-6319.] (Ref. RA/VS/Z00937.)

Case No. 8565/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **ABSA Bank Limited trading as UNITED BANK** , Plaintiff, and **RAYMOND PAUL SEARRA,** Defendant

The following property will be sold in execution by public auction held at 3 Bickley Road, Sea Point, Cape, to the highest bidder on **Tuesday, 20 February 1996 at 9:00:**

Erf 1583, Ptn of Erf 356, Sea Point East, in extent 147 Square metres, held by Deed of Transfer No. T81941/94, situated at 3 Bickley Road, Sea Point East, Cape.

1. The following improvements on the property are reported, but nothing guaranteed, namely a kitchen, lounge, diningroom, 3 bedrooms, bathroom with toilet, shower with toilet.

2. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, 44 Barrack Street, Cape Town.

Dated at Cape Town on this 15th day of January 1996.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel: 23-9200.) (T. M. Chase.)

Case No. 3844/1995

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

In the matter between **NBS BANK LIMITED Formerly NATAL BUILDING SOCIETY LIMITED** (Reg No. 87/01384/06), Plaintiff, and **GUSTAV ANDRE PHILANDER,** First Defendant, and **MARIE PHILANDER,** Second Defendant

In pursuance of a Judgment of the Magistrate's Court of Bellville, and writ of Execution dated 16 March 1995, the property listed hereunder, and commonly known as 10 Ashley Way, Belhar, will be sold in Execution in front of the Magistrate's Court, Bellville, on **Monday, 19 of February 1996 at 12:00** to the highest bidder:

Erf 32851, Bellville, in the Local Area of Belhar, Cape Division, in extent 191 Square Metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising 2 bedrooms, lounge, kitchen, bathroom, toilet.

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

The full Conditions of Sale will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Bellville, 29 Northumerland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 5 day of January 1996.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St. George's Mall, Cape Town. (Ref: I. Broodryk/N.1921.)

Case No. 33379/1992

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

In the matter between **NBS BANK LIMITED,** formerly **NATAL BUILDING SOCIETY LIMITED** (Reg. No. 87/01384/06), Plaintiff, and **ELDES PROPERTIES CC,** Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and Writ of Execution dated 16 July 1992, the property listed hereunder, and commonly known as 21 Louis Avenue, Ottery will be sold in Execution at the premises on **Wednesday, 21 of February 1996 at 14:00** to the highest bidder:

Erf 2522, Ottery, in the area of the Local Council of Ottery East, Division Cape, in extent 452 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising 3 bedrooms, lounge, kitchen, bathroom, toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court Wynberg, 7 & 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 10 day of 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.1189.)

Case No. 23920/1995

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

In the matter between **NBS BANK LIMITED,** formerly **NATAL BUILDING SOCIETY LIMITED** (Reg. No. 87/01384/06), Plaintiff, and **NOOR-AL-HODAH ANTHONY,** Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and Writ of Execution dated 16 November 1995, the property listed hereunder, and commonly known as 4 Sundew Road, Grassy Park, will be sold in Execution at the premises on **Thursday, 22 of February 1996 at 12:00** to the highest bidder:

Erf 11046, portion of Erf 2429, Grassy Park at Lotus River, in the Area of the Transitional Metropolitan Substructure of Grassy Park, Cape Division, Western Cape Province, in extent 353 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising 3 bedrooms, lounge, kitchen, bathroom, toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court Wynberg, 7 & 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 13 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.2003.)

Case No. 39449/1993

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 **WILLIAM BRYAN EARL,** Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town, and Writ of Execution dated 22 December 1993, the property listed hereunder, and commonly known as Unit 4, 165 Blaauwberg Road, Table View, will be sold in Execution at the premises on **Tuesday, 20 of February 1996 at 12:30** to the highest bidder:

Erf 13233, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 287 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, 2 ½ bathrooms, 2 toilets, 3 showers.

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.1598.)

Case No. 21130/1990

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

In the matter between **NBS BANK LIMITED,** formerly **NATAL BUILDING SOCIETY LIMITED** (Reg. No. 87/01384/06), Plaintiff, and **RODNEY BRIAN CARR,** Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and Writ of Execution dated 8 June 1990, the property listed hereunder, and commonly known as 55 Ashford Road, Heathfield, will be sold in Execution at the premises on **Thursday, 22 of February 1996 at 14:00** to the highest bidder:

Erf 80706, Cape Town at Heathfield, situated in the Municipality of Cape Town, Cape Division, in extent 497 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, TV room, granny flat, kitchen, bathroom, toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court Wynberg, 7 & 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 10 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.660.)

Case No. 13338/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **FIRST NATIONAL BANK LIMITED,** Plaintiff, and **L T SOLDATI,** Defendant

In execution of a judgment of the Magistrate's Court, East London in the above matter, a sale will be held on **Friday, 16 February 1996 at 10:00** at the premises as referred to below:

Erf 11230, East London, Municipality and Division of East London, in extent 1 045 (one thousand and forty-five) square metres, also known as 6 Vogelseng Place, Bonnie Doon, East London.

The following information relating to the property is furnished but not guaranteed in any way: *Example:* A single storey, painted brick dwelling under high tiled roof with attached outbuildings. Consisting of entrance hall, lounge, family room, diningroom, kitchen, five bedrooms, bathroom with shower and toilet, shower with toilet, bath with toilet, double garage, outside toilet, outside shower, office, burglar alarm, swimming pool and walling.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's Attorneys within 10 (ten) 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 leview/rates and/or Value Added Tax and other necessary charges to effect transfer upon request by the Sale Attorneys.

4. The full Conditions of Sale will be read out at the time of the sale and may be inspected at the Sheriff's office, 4 Lower Oxford Street, East London, prior to the date of sale.

Dated at East London this 11 day of January 1996.

A. J. Miller, for Brown Hurley & Miller, Plaintiff's Attorneys, Fourth Floor, First National Bank Building, Oxford Street, East London. (Ref. Mr Miller/cf.)

Case No. 119/94

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

In the matter between **NEDCOR BANK LIMITED,** formerly **NEDPERM BANK LIMITED,** Plaintiff, and **GIDEON MICHIEL ANDRIES HANEKOM,** married in community of property to **MAATJE MAGDALENA GLOUDINA HANEKOM,** Defendant

In terms of a judgment given in the Magistrate's Court at Grabouw on the 11th April 1994 and under Warrant of Execution issued thereafter , the following immovable property known as Erf 461 Grabouw, in the Municipality of Grabouw, Division of Caledon, Western Cape Province, measuring 764 square metres, held by Deed of Transfer No. T6480/91, also known as 10 Nerina Street, Pineview, Molteno Park, Grabouw; will be sold in execution on the **1st day of March 1996 at 11:00** at 10 Nerina Street, Pineview, Molteno Park, Grabouw in terms of the Conditions of sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Grabouw, and the undersigned.

The material terms of the sale are as follows:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% of the purchase price immediately after the sale and will provide a bank or building society guarantee to the Judgment Creditor's Attorneys providing for payment within fourteen days of the balance of the purchase price and interest.

3. The purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and to the Bondholder.

4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: With *inter alia*, a dwelling thereon.

Dated at Somerset West this 8th day of January 1996.

P. du Toit, for Morkel & De Villiers Inc., 1st Floor, Elwil Centre, 14 Caledon Street, Somerset West; P.O. Box 112, Somerset West, 7129. (Tel. 024-512928.)

Case No. 3066/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

ABSA BANK LIMITED, trading as **UNITED BANK,** *versus* **JOY COLLEEN McFARLANE**

The following property will be sold in Execution to the highest bidder at a Public Auction to be held at the site of the property, 7 Prospect Avenue, Somerset West, 7130, on **Tuesday, 20 February 1996 at 14:00:**

Erf 1932, Somerset West, in the Municipality of Somerset West, in extent 1 286 (one thousand two hundred and eighty-six) square metres, held by Deed of Transfer No. T16010/94 and situated at 7 Prospect Avenue, Somerset West, 7130.

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, Somerset West.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, study, 2 bedrooms, kitchen, d/garaga and s/quarters under a thatched roof.

3. *Payment:* 10% of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the Sale and the full balance thereof together with interest at the rate of 15.25% 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 11/01/1996.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 3 Viola Street, Table View. [Tel. (021) 557-6016.] (Ref. GJV/SG Z27608.)

Saak 4541/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

In die saak tussen **BAISCH TEXTILES,** Vonnisskuldeiser, en **GAIRONESA LAWRENCE,** Vonnisskuldenaar

Ter uitvoering van 'n uitspraak in die Landdroshof van Malmesbury en Lasbrief vir Eksekusie gedateer 17 Februarie 1995, sal die volgende eiendom in eksekusie verkoop word, op die perseel, op **28 Februarie 1996 om 10:00,** aan die hoogste bieër:

Erf 5786, Wesfleur, Atlantis, in die Atlantis Metropolitaanse Oorgangssubstruktuur, groot 383 vierkante meter, Afdeling in die Provinsie Wes-Kaap, geregistreer kragtens Transportakte nr. T56520/1994 in die naam van Christopher William Lawrence, Identiteitsnommer 6009015206019, en Gaironesa Lawrence, Identiteitsnommer 6206150277017 getroud binne gemeenskap van goedere, ook bekend as Harrowstraat 26, Beacon Hill, Atlantis.

Verkoopsvoorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings en voorwaardes van die Wet op Magistraatshowe, die Reëls daarvolgens uitgevaardig en van die toepaslike Titelaktes van die eiendom en die eiendom sal, onderhewig aan die voorafgaande, aan die hoogste bieër verkoop word.

2. Die eiendom is verbeter, maar niks word gewaarborg nie.

3. *Betaling:* Tien persent van die koopprys sal in kontant betaal word ten tyde van die verkoping en die volle balans daarvan tesame met rente teen die heersende koers van twintig (20) per centum per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en ingeval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van oordrag, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

4. *Voorwaardes:* Die volledige Verkoopsvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

L. Frank, vir Lionel Frank en Seun, Prokureurs vir Vonnisskuldeiser, Voortrekkerweg 47, Malmesbury.

Case No. 5526/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **ABSA BANK LIMITED,** trading as **UNITED BANK,** *versus* **EEJAY INVESTMENTS CC**

The following property will be sold in execution by public auction held at 21 and 23 Station Road, Maitland, to the highest bidder on **20 February 1996 at 10:30:**

Remainder Erf 23413, Cape Town at Maitland in the Transitional Metropolitan Sub-Structure of Cape Town, Cape Division, Province of the Western Cape, in extent 370 (three hundred and seventy) square metres, held by Deed of Transfer T5084/90, situated at 21 and 23 Station Road, Maitland.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following information is furnished but not guaranteed: A pair of semis - 2 × entrance hall, lounge/dining room, kitchen, 5 bedrooms, 2 × bathroom, 2 × toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 15th day of January 1996.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

Saak No. 543/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN TULBAGH GEHOU TE TULBAGH

In die saak tussen **EERSTE NASIONALE BANK VAN S A BEPERK,** Vonnisskuldeiser, en **ROCCO TROMP,** Vonnisskuldenaar

Ingevolge 'n vonnis in die Landdroshof vir die distrik Tulbagh en 'n lasbrief in bogenoemde saak gedateer 6/11/1995 word 'n openbare veiling sonder 'n reserwe prys gehou deur die balju, by die perseel op **23 Februarie 1996 om 11:00** synde:

Erf 585, Tulbagh, geleë in die Munisipaliteit van Tulbagh, Afdeling Tulbagh Wes Kaap Provinsies, groot 874 vierkante meter, gehou kragtens Transportakte No. 67711/93, geleë Magnoliastraat 18, Tulbagh.

Neem kennis dat die veiling onderworpe is aan die bepalings van die Landdroshofwet en Reëls Nr. 32 van 1944. Die eiendom word voetstoots en onderworpe aan die voorwaardes van die bestaande titelbewys verkoop. Die hoogste bieër sal die koper wees onderworpe aan die bepalings van Artikel 66 van bogenoemde Wet.

Neem verder kennis dat 1/10de (een-tiende) van die koopsom in kontant of deur middel van 'n bankgewaarborgde tjek onmiddellik na die toeslaan van die bod betaal word en die res van die koopsom tesame met rente daarop teen die heersende bouvereniging rentekoers, wat teen registrasie van oordrag betaal word en binne veertien (14) dae van die veilingsdatum moet 'n bank- of bouvereniging waarborg daarvoor ontvang word.

Neem verder kennis dat die volgende verbeterings op die eiendom is (hoewel niks in hierdie verband gewaarborg word nie): Woonhuis en buitegeboue.

Neem verder kennis dat die volledige veilingsvoorwaardes ten tye van die veiling uitgelees sal word en is voor die veiling ter insae by die Balju, Tulbagh en die kantoor van die ondergetekendes.

Datum: 17/1/1996.

Van Niekerk & Vennote, Eiser se Prokureurs, Van der Stelstraat, Tulbagh. (Tel. 0236-301050.) (Verw. mev. Smith/WDVN.)

Case No. 9723/95

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

In the matter between **GOODWOOD PARK BODY CORPORATE,** Execution Creditor, and **T J CAPES,** Execution Debtor

In execution of the judgment of the Magistrate's Court for the District of Goodwood, in the above matter, a sale will be held in front of the premises, 14 Goodwood Park, Alice Street, Goodwood on **Monday the 19th February 1996 at 12:00** of the following immovable property:

Section Number 10, as shown and more fully described on the Sectional Plan Number SS 135/82 in the building or buildings known as Goodwood Park, situated at Goodwood, in the area of the Transitional Metropolitan Substructure of Goodwood, Cape Division, in the Province of the Western Cape, in extent 64 (sixty-four) square metres, built of brick walls, consisting of 1 lounge, 1 kitchen, 2 bedrooms and 1 bathroom.

1. The sale is subject to the provisions of the Magistrate's Court Act No. 32 of 1944 as amended, the property being sold voetstoots as it stands, and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of Section 66 of the above act.

2. The purchase price shall be paid in cash or by means of a bank marked cheque and immediately after the property is declared to be sold. The purchaser may, at his option, pay a deposit of 10% of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read immediately prior to the sale and which may be inspected at the office of the Sheriff of the Magistrate's Court, Goodwood, Epping Avenue, Elsies River.

Herbsteins Inc., Sheriff for the Magistrate's Court, Goodwood, 17th Floor, 2 Long Street, Cape Town. (Ref. Mr A. Batchelor/sp/29300.)

Case No. 2780/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **GERALDINE HARRIET JACKSON (born JACOBS) married in community of property to JEREMY CHARLES JACKSON,** Defendant

In terms of a judgment given in the Magistrates Court at Somerset West on the 4th August 1995 and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 8550, Somerset West in the area of the Transitional Metropolitan Substructure of Somerset West, Division of Stellenbosch, Western Cape Province, measuring 335 square metres, held by Deed of Transfer No. T28769/92, also known as 8 Heath Street, Garden Village, Somerset West will be sold in execution on the **20th day of February 1996 at 11:45** at 8 Heath Street, Garden Village, Somerset West in terms of the conditions of sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Somerset West and the undersigned. The material terms of the sale are as follows:

1. The sale shall be subject to the terms and conditions of the Magistrates Court Act and the rules made thereunder.

2. The purchaser shall pay 10% of the purchase price immediately after the sale and will provide a bank or building society guarantee acceptable to the Judgment Creditor's Attorneys providing for payment within fourteen days of the balance of the purchase price and interest.

3. The purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and to the bondholder.

4. Without guaranteeing anything, it is alleged that the property is improved in the following manner with inter alia, a dwelling thereon.

Dated at Somerset West this 11th day of January 1996.

Morkel & De Villiers Inc., per P. du Toit, 1st Floor, Elwil Centre, 14 Caledon Street, Somerset West; P.O. Box 112, Somerset West, 7129. (Tel. 024-512928.)

Saak Nr. 63/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN GEORGE GEHOU TE GEORGE

In die saak tussen **NEDCOR BANK BEPERK,** Eksekusieskuldeiser, en **ANTHONY CLAASEN,** Eksekusieskuldenaar

Ter uitvoering van 'n Vonnis van die Landdroshof vir die distrik George en 'n Lasbrief vir Eksekusie gedateer 23 Februarie 1995 sal die volgende eiendom in eksekusie verkoop word op **Maandag, 19 Februarie 1996 om 10:00** te die Landdroskantore, Yorkstraat, George, naamlik:

Erf 4317, Pacaltsdorp, in die Munisipaliteit van Pacaltsdorp, Administratiewe Distrik van George; (ook bekend as Hibuscusstraat, Pacaltsdorp), groot 512 vierkante meter, gehou kragtens Transportakte Nr. T.65078/92.

Verbeterings: Een woonhuis bestaande uit 2 Slaapkamers, 1 Kombuis, 1 Sitkamer, 1 Badkamer.

Verkoopsvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdroshowewet Nr. 32 van 1944, en die Reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande Transportakte. Die hoogste bieër sal die koper wees, onderhewig aan die bepalings van Artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprys is betaalbaar in kontant by ondertekening van die Verkoopsvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprys, tesame met rente daarop bereken teen die huidige rentekoers van 18,25% vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastings en heffings vir die huidige jaar en afslaerskommissie betaal.

4. Belasting op Toegevoegde Waarde op die koopprys, tensy die Vonnisskuldenaar voor die veiling die Afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle Voorwaardes van Verkoping lê ter insae by die kantoor van die BALJU vir die Landdroshof George, Wellingtonstraat 36A, George, sowel as by die kantore van Mnre Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George hierdie 19de dag van Desember 1995.

Raubenheimers Ingelyf, Cathedralstraat 60, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Case 1079/95

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,** First Defendant, **EDMUND WINSTON PETERS,** Second Defendant

In pursuance of a Judgment in the Court for the Magistrate of Port Elizabeth dated 10 May 1995 and a Writ of Execution dated 10 May 1995 the property listed hereunder will be sold in execution on Thursday, **22 February 1996** at the front entrance of the Magistrate's court, Durban Street, Uitenhage, at **11:00**:

Certain Erf 7510, Uitenhage, in the Municipality and Division of Uitenhage, measuring 486 (four hundred and eighty-six) square metres, situated at 1 Chestnut Avenue, Thomas Gamble, Uitenhage.

Improvements: Although not guaranteed, it is a single storey, brick under asbestos private dwelling with fitted carpets, consisting of lounge, dining-, study, kitchen, 3 beds-, 1 bath-, 2 W.C.'s, 1 carport, store, walls and paving (presently used as doctor's surgery).

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 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. 12664/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between **NBS BANK LIMITED,** Plaintiff, and **BILLY MASSAR WILLIAMS,** Defendant

In pursuance of a Judgment in the Court for the Magistrate of Port Elizabeth dated 6 June 1994 and a writ of execution dated 17 June 1994 the property listed hereunder will be sold in execution on **Thursday, 22 February 1996 at 11:00** at the front entrance of the Magistrate's Court, Durban Street, Uitenhage:

Certain Erf 12256, Uitenhage, in the Municipality and Division of Uitenhage, measuring 400 (four hundred) square metres, situated at 62 Heron Street, Roseridge, Uitenhage.

Improvements: Although not guaranteed, it consists of single storey, block under tile, detached, private dwelling with fitted carpets, consisting of lounge, dining-, kitchen, 3 bed-, 1 bath-, 1 w.c. and fenced boundary.

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 17,25% (seventeen 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.

Saak Nr: 4201/91

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen **NEDPERM BANK BEPERK,** Eiser, en **MNR & MEV V. V. MYATAZA,** Verweerder

Ter uitvoering van 'n Vonnis van bogemelde Landdroshof gedateer 17 Februarie 1992 in bogemelde aangeleentheid sal die eiendom, bekend as Erf 151, Cedilestraat 53, Kaya Mandi, Stellenbosch per publieke veiling aan die hoogste bieder verkoop word by Stellenbosch Landdroskantoor, op **5 Maart 1996 om 08:15** onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Geregsbode te Stellenbosch en wat deur die Afslaer van die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

(a) die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die Wet op Landdroshowe, Nr 32 van 1944, soos gewysig, asook onderworpe aan die bepalings van Wet Nr 3 van 1966, soos gewysig, en Wet Nr 36 van 1966, soos gewysig;

(b) een-tiende van die koopprys sal betaal word in kontant of by wyse van 'n bank-gewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport;

(c) die koper sal verantwoordelik wees vir die betaling van alle transportkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende koste; en

(d) besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

Eiendom: Erf 151, Kaya Mandi in die Dorpsgebied van Kaya Mandi Administratiewe Distrik van Stellenbosch, groot 430 (vier honderd en dertig) vierkante meter, gehou kragtens die Sertifikaat van geregistreerde Toekenning van Huurpag Nr. TL 28514/92, welke reg op huurpag 99 jaar na datum van registrasie hiervan, verval.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Baksteenhuis, asbesdak, 3 slaapkamers, 1 badkamer, sitkamer, kombuis).

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Stellenbosch op hierdie 21ste dag van Desember 1995.

G. J. Erasmus, vir Cluver Markotter, S A Permanentegebou, Pleinstraat 4, Stellenbosch, 7600. (Verw. GJE/sr/24863.)

Case No: 11231/95

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

In the matter between **N.B.S. BANK LTD,** Plaintiff, and **RONALD HENDRICKr15RONALD HENDRICKS,** First Defendant, and **MARGARET ALETTA HENDRICKS,** Second Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on the 22nd November 1995, the under-mentioned property will be sold in execution at the premises on **Monday the 19th day of February 1996 at 10:00:**

Erf 4479, Eerste River, situated in the area of the Transitional Metropolitan Substructure of Melton Rose Blue Downs, Division Stellenbosch, Province Western Cape, measuring 299 (two hundred and ninety-nine) square metres, held by Deed of Transfer No. T.36922/95, comprising of lounge, two bedrooms, bathroom and toilet, kitchen under tiled roof, and known as corner 147 Bobs Way, Eerste River.

Conditions of sale:

1. The purchase price shall be paid as to 10% (ten percent) thereof in cash on the signing of the Conditions of Sale.

2. The Conditions of Sale which will be read out by the Auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's Attorneys as reflected hereunder.

Dated at Parow this 8th day of January 1996.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Saak No. 6067/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen **KIMBERLEY MUNISIPALITEIT,** Eiser, en **F KROTZ,** Verweerder

Kragtens 'n Vonnis en Lasbrief vir Eksekusie van bogemelde Agbare Hof gedateer 22 Augustus 1995, sal die ondergemelde eiendom per publieke veiling verkoop word op **Donderdag, 22 Februarie 1996 om 10:00** voor die Landdroskantore, Kimberley onderhewig aan die verkoopsvoorwaardes wat deur die Balju van Kimberley, voorgelees sal word voordat die veiling 'n aanvang neem, welke Verkoopsvoorwaardes geïnspekteer kan word by die kantore van die Balju van Kimberley en by die kantoor van die prokureurs wat namens die Eiser optree, die eiendom synde:

Erf no. 20922, Registrasie Afdeling van Kimberley, geleë in die Stad en distrik van Kimberley, groot 339 (drie honderd nege-en-dertig) vierkante meter.

Geregistreer in naam van die Verweerder en verbind onder Verbandakte No. B1524/1993 (ook bekend as Alphastraat 40, Colville, Kimberley.)

Voorwaardes

1. Betaling van 10% van die koopprys in kontant op datum van die veiling, en die balans betaalbaar teen registrasie van transport op die naam van die Koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare bank- of bouverenigingswaarborg en welke waarborg binne tien (10) dae na die datum van die veiling verskaf moet word;

2. Afslaerskommissie teen 5% van die bruto verkoopprys is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastings.

Geteken te Kimberley op hierdie 16de dag van Januarie 1996.

Engelsman, Benade & Van der Walt Prokureurs vir Eiser, Tweede Vloer, Nedbank Gebou, Chapelstraat, Posbus 609, Kimberley, 8300 (Tel. 82-8134.) (Mnr. Bode/jvr/34635/23413.)

SALE IN EXECUTION

NEDCOR BANK LIMITED *vs* G G HARRISON

WYNBERG CASE No. 35043/95

The property:

(1) A Unit consisting of—

(a) Section No. 3 as shown and more fully described on Sectional Plan No. SS 120/1988, in the Scheme known as Manyways in respect of the land and building or buildings situated at Plumstead, in the Municipality of Cape Town of which the floor area, according to the said sectional plan is 87 (eighty-seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

(2) A Unit consisting of—

(a) Section No. 24 as shown and more fully described on Sectional Plan No. SS 120/1988, in the scheme known as Manyways in respect of the land and building or buildings situated at Plumstead, in the Municipality of Cape Town of which the floor area, according to the said sectional plan, is 17 (seventeen) 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: Sections 3 & 24 Manyways, Wicklow Road, Plumstead.

Improvements (not guaranteed): Double storey flat: 3 bedrooms: lounge: kitchen: bathroom & toilet: single garage.

Date of sale: 19 February 1996 at 10:00.

Place of sale: Sections 3 & 24 Manyways, Wicklow Road, Plumstead.

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 terms set out in the Conditions of Sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg and Claremart Auctioneers, 21 Paarden Eiland Road, Paarden Eiland.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 14399/93

WYNBERG

NEDCOR BANK LIMITED vs **A REGAL**

The property, Erf 114300, Cape Town at Mowbray, in the City of Cape Town, Cape Division, in extent 591 square metres, situated at 1 Herbrandt Street, Hazendal.

Improvements (not guaranteed): Single dwelling, brick walls, 4 bedrooms, lounge, kitchen, bathroom/toilet and separate toilet.

Date of sale: 21 February 1996 at 10:00.

Place of sale: 1 Herbrandt Street, Hazendal.

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., Corner Long & 144 Longmarket Streets, Cape Town.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 2866/94

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

In the matter between **ABSA BANK LIMITED** trading as **UNITED BANK,** *versus* **OSMAN OSMAN**

The following property will be sold in execution by Public Auction held at 16 - 6th Avenue, Vredenburg, to the highest bidder on **23 February 1996 at 12:00:**

Erf 3590, Vredenburg, situated in the Municipality of Vredenburg-Saldanha Administrative District of Malmesbury, in extent 560 (five hundred and sixty) square metres, held by Deed of Transfer No. T995481/93, situated at 16 - 6th Avenue, Vredenburg.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of entrance hall, lounge, diningroom, kitchen, scullery, three bedrooms, bathroom/toilet/shower, toilet/shower, attached 2 garages.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 18th day of December 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

Case No. 2076/95

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **ANDRIES HENDRIK GUSTAV HUMPHRIES SADIE,** Defendant

In pursuance of a Judgment of the above Honourable Court dated 13 September 1995, and the Warrant of Execution dated 8 November 1995, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on the **23 February 1996 at 15:00** at the Sheriff's offices at 37 Church Street, Humansdorp:

Erf 3536, Jeffreys Bay, in the Municipality of Jeffreys Bay, Division of Humansdorp, measuring 1 055 square metres, held by the Defendant under Deed of Transfer No. T9003/90, situated at 21 Bottlebrush Street, Jeffreys Bay.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Entrance hall, lounge, diningroom, kitchen, laundry/scullery, 3 bedrooms, bathroom/wc, shower, flatlet with bedroom, kitchen, shower/wc, 2 garages, maidsroom.

Zoning: In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full Conditions of Sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of The Sheriff of the above Honourable Court.

Material conditions of sale: The purchase price will be payable by means of a deposit of 10% and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% on the first R20 000,00 and 3% on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 20th day of December 1995.

McWilliams, Elliott & Arderne, Plaintiff's Attorneys, Parliamentstraat 83, Sentraal, Port Elizabeth. (Ref. E. J. Murray/rr.)

Case No. 1286/95
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IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between **ANA JULIA NUNES ANDRADE BELIM,** Execution Creditor, and **ISIDRO MONIZ BELIM,** Execution Debtor

The following property will be sold in execution at the site of the property, 63 Salisbury Street, Woodstock, Cape, on Thursday, the **7th day of March 1996 at 11:30,** to the highest bidder:

The property consists of 3 bedrooms, 1 bathroom, lounge/dining room, kitchen, single garage with patio over top of garage overlooking Cape Town Harbour.

The exterior of the property was painted last year.

The interior is in a good state of repair.

Erf 14040, Cape Town, at Woodstock, Municipality of Cape Town, Cape Division in extent 153 (one hundred and fifty-three) square metres, held by Deed of Transfer No. T.13567/1967, situated at 63 Salisbury Street, Woodstock, Cape.

1. *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 of rate of 15,25% 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.

2. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

3. *Conditions:* The full Conditions of Sale will be read out immediately prior to the Sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 19th day of January, 1996.

A. Herman, for ABE Swersky & Associates, Plaintiff's Attorneys, 10th Floor, Picbel Parkade, Strand Street, Cape Town.

Case No. 9081/1995

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **BEACON BAY MUNICIPALITY,** Judgment Creditor, and **MR A KOMVOS,** Judgment Debtor

In pursuance of jugment granted on the 31 August 1995, in the East London Magistrate's Court and under a Writ of Execution issued thereafter the immovable property listed hereunder will be sold in Execution on the **21 February 1996 at 12:00** at 5 Clearview Place, Beacon Bay, East London, to the highest bidder:

Description: Erf 2015, Beacon Bay situated in East London North Township, in the Municipality of Beacon Bay, Division of East London, in extent one thousand eight hundred and eighty (1 880) square metres.

Postal address: 5 Clearview Place, Beacon Bay, East London.

Improvements: Nil.

Held by the Defendant in his name under Deed of Transfer No. T3532/1988.

1. The sale shall be subject to the terms and conditions of the Magistrates' Court Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchased price.

3. The purchaser shall be liable for payment of interest to the execution creditor and to the bondholder from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London.

Dated at East London this 11 day of January 1996.

Wakefield-Houzet, Plaintiff's Attorneys, 28 St James Road, Southernwood, East London; P.O. Box 66, East London, 5200. (26634.) (Ref. J. Houzet/cjn.)

Case No. 7257/1993

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **BEACON BAY MUNICIPALITY,** Judgment Creditor, and **MRS A. S. BARNARD,** Judgment Debtor

In pursuance of judgment granted on the 6 October 1993, in the East London Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on the **21 February 1996 at 12:30** at 8 Braemar Road, Beacon Bay, East London to the highest bidder:

Description: Erf 3823, Beacon Bay, situated in East London North Township, in the Municipality of Beacon Bay, Division of East London, in extent one thousand three hundred and seventy-three (1 373) square metres.

Postal address: 8 Braemar Road, Beacon Bay, East London.

Improvements: Dwelling (125 m^2); strip (10 m^2), car port (29 m^2), strip (35 m^2), servants quarters (40 m^2), garage & workshop (56 m^2), swimming pool (43 m^2) totalling: three hundred and thirty-eight (338) square metres, held by Defendant in her name under Deed of Transfer No. T1349/1992.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchased price.

3. The purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London.

Dated at East London this 15 day of January 1996.

Wakefield-Houzet, Plaintiff's Attorneys, 28 St James Road, Southernwood, East London. P.O. Box 66, East London, 5200. (Ref. Mr OJW Houzet/cjn.)

Case No. 695/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Northern Cape Division)

In the matter between **THE STANDARD BANK OF S A LTD,** Plaintiff, and **ANDREW FREDERICK ROWAN,** First Defendant, and **YVONNE ROWAN,** Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Northern Cape Division), in the abovementioned suit, a sale without reserve will be held in front of the Magistrate's Court, Jan Kempdorp, on **Saturday, the 17th day of February 1996 at 10:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff, Hartswater, P.O. Box 80, Jan Kempdorp, prior to the sale:

Erf 79, Jan Kempdorp, situate in the Municipality of Jan Kempdorp, Division of Vryburg, in extent 1 478 square metres, held under Deed of Transfer No. T331/1991, also known as 9 Lusern Street, Jan Kempdorp.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Single storey dwelling house consisting of lounge, diningroom, kitchen, 3 bedrooms, bathroom/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 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 centum) up to a maximum fee of R6 000,00 (six thousand rand). Minimum charges R200,00 (two hundred rand).

Dated at Kimberley on this 18 day of January 1996.

Haarhoffs, Plaintiff's Attorneys, NBS Building, 60/64 Jones Street, Kimberley.

Case No. 838/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Northern Cape Division)

In the matter between **THE STANDARD BANK OF S A LTD,** Plaintiff, and **BENWILL PHILLIP RAMORWA MPIWA,** Defendant

In execution of a judgment of the Supreme Court of South Africa (Northern Cape Division), in the abovementioned suit, a sale without reserve will be held in front of the Magistrate's Court, Knight Street, Kimberley, on **Thursday the 22nd day of February 1996 at 10:00** of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff, Woodley Street, Kimberley, prior to the sale:

(1) Certain Erf No. 116, Galeshewe, situated in the township of Galeshewe Extension No. 3 in the Municipality of Galeshewe and Administrative District of Kimberley, measuring 686 square metres, held under Certificate of Registered Grant of Leasehold No. TL28/1989, also known as 1094 Lekhele Street, Galeshewe, Kimberley.

The following information is furnished regarding the improvements though in this respect nothing is guaranteed: Single storey dwelling house consisting of lounge, dining-room, 3 bedrooms, kitchen, 1 bathroom and toilet, as well as outbuilding consisting of 2 rooms, toilet, shower and 3 garages with sink roof.

(2) Certain Erf No. 115, Galeshewe, situated in the Township Galeshewe Extension No. 3, in the Municipality of Galeshewe, Administrative District of Kimberley, measuring 641 square metres, held by Certificate of Registered Grant of Leasehold No. TL437/1989, also known as 1092 Lekhele Street, Galeshewe, Kimberley.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Single storey building with sink roof divided into 3 sections which is sub-divided into a butchery and 2 shops with 7 stores, 3 toilets and a garage.

Terms: 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from 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 centum) up to a maximum fee of R6 000,00 (six thousand rand). Minimum charges R200,00 (two hundred rand).

Dated at Kimberley on this 23 day of January 1996.

Haarhoffs, Plaintiff's Attorneys, NBS Building, 60/64 Jones Street, Kimberley.

Case No. 886/95

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between **STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **JOSEPH ILIZWELIBANZI MAYEZA,** Defendant

In pursuance of a judgment of the above Honourable Court dated 16 May 1995 and an attachment in execution dated 29 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 16 February 1996 at 15:00.**

Erf 2143, Kwadwessi, in the Administrative District of Port Elizabeth in extent 264 square metres, situate at 3 Mgupe Street, Kwadwesi, 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, 3 bedrooms, 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 16th day of January 1996.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (AB/am/197.)

Case No. 12301/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **Mr M N GRIEB,** Defendant

In pursuance of a judgment of the above Honourable Court and a Warrant of Execution dated 26 September 1995 the following property will be sold on **Friday 16th February 1996 at 11:00** to the highest bidder subject to the provisions of the Conditions of Sale:

Erf 1341, Gonubie, Municipality of Gonubie and Division of East London, in extent 1 011 (one thousand and eleven) Square Metres, held under Deed of Transfer No. T4637/1993, known as 78 12th Avenue, Gonubie.

The sale aforesaid will take place at the property itself being: 78 – 12th Avenue, Gonubie.

Conditions of sale:

1. The Purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's Attorney within 14 (fourteen) days of the sale.

2. The property shall be sold "voetstoots" and shall be subject to the terms and rules of the Magistrate's Court Act and also subject to the provisions of the Title Deed/Deed of Transfer.

3. The full Conditions of Sale may be inspected at the offices of the Plaintiff's Attorneys and these will be read out by the Auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed:

A partially completed dwelling under pitched iron roof, comprising three bedrooms, 1 bathroom, 1 lounge, dining-room, kitchen and garage.

Dated at East London on this 12th day of January, 1996.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W22889.)

Case No. 15525/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **MISS P Z MKUZO,** Defendant

In pursuance of a judgment of the above Honourable Court and a Warrant of Execution dated 6 January 1995 the following property will be sold on **Friday 16th February 1996 at 11:30** to the highest bidder subject to the provisions of the Conditions of Sale:

Erf 18555, East London, Municipality and Division of East London, in extent 1 179 Square Metres, held under T 1281/1994, known as 22 Kitton Road, Haven Hills, East London.

The sale aforesaid will take place at the property itself being: 22 Kitton Road, Haven Hills, East London.

Conditions of sale:

1. The Purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's Attorney within 14 (fourteen) days of the sale.

2. The property shall be sold "voetstoots" and shall be subject to the terms and rules of the Magistrate's Court Act and also subject to the provisions of the Title Deed/Deed of Transfer.

3. The full Conditions of Sale may be inspected at the offices of the Plaintiff's Attorneys and these will be read out by the Auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed:

A conventional dwelling under concrete tiles, comprising lounge, 3 bedrooms, 2 bathrooms, dining-room and kitchen.

Dated at East London on this 12th day of January, 1996.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W24634.)

Case No. 6024/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **MRS N. G. NCAPHAYI,** 1st Defendant, **MR T. W. NCAPHAYI,** 2nd Defendant

In pursuance of a judgment of the above Honourable Court and a Warrant of Execution dated 20th June 1995 the following property will be sold on Friday **16th February 1996 at 11:00** to the highest bidder subject to the provisions of the Conditions of Sale:

Erf 5109, East London, Municipality and Division of East London, in extent 1 091 (one thousand and ninety-one) Square Metres, held under T4701/1994, known as 9 Dartnell Street, Cambridge, East London.

The sale aforesaid will take place at the property itself being: 9 Dartnell Street, Cambridge, East London.

Conditions of sale:

1. The Purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's Attorney within 14 (fourteen) days of the sale.

2. The property shall be sold "voetstoots" and shall be subject to the terms and rules of the Magistrate's Court Act and also subject to the provisions of the Title Deed/Deed of Transfer.

3. The full Conditions of Sale may be inspected at the offices of the Plaintiff's Attorneys and these will be read out by the Auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed:

A conventional dwelling under pitched concrete tiled roof comprising 3 bedrooms, 2 bathrooms, lounge, dining-room, kitchen and garage.

Dated at East London on this 12th day of January, 1996.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W26283.)

Case No. 11855/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **N.B.S. BANK LIMITED,** Execution Creditor, and **MRS GLADYS MANDISA MWANDLA,** 1st Execution Debtor, **MR ERASMAS BABAYI MWANDLA,** 2nd Execution Debtor

In pursuance of a Judgment of the Magistrate's Court for the District of East London, held at East London and a Writ of Execution dated 16th October 1995, the following property will be sold on Friday the **23rd day of February 1996 at 10:00** at 5 Aloe Road, Beacon Bay, East London:

Certain Erf 3422, Beacon Bay, East London Transitional Local Council, Division of East London, measuring 2 760 square metres, held under Deed of Transfer No. T705/1995 and situated at 5 Aloe Road, Beacon Bay, East London.

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

Part double storey, clinker brick walls, asbestos slate roof. Lounge, dining room, kitchen, pantry, 4 bedrooms, 2 1/2 bathrooms, 2 showers, 4 w.c.'s, entrance hall, second lounge, TV lounge, built in stove and cooker, scullery, laundry, 2 garages, 1 carport, 1 domestic room, 1 store, 1 w.c., electronic garage doors. Tennis court, paved patios and courtyard, brick driveway.

Terms:

The Purchase Price shall be paid as follows:

1. 10% in cash immediately on the property being knocked down to the Purchaser, such amount to be held in an interest bearing account by the Sheriff for the Magistrate's Court with interest accruing to the Judgment Creditor, or alternatively, such amount to be paid directly to the Judgment Creditor, unless otherwise agreed upon by the Judgment Creditor. Should the Purchaser fail to make such payment forthwith either in cash or by means of a cheque approved by the Judgment Creditor, the Auction shall be deemed not to be concluded and the property may thereupon be re-submitted for sale by Auction amongst those present; and

2. The unpaid balance together with interest thereon at the rate of 17,250% per annum, subject to variation in terms of the rates charged by the Judgment Creditor from time to time, reckoned from the date hereof to date of registration of transfer shall be paid or secured by a bank guarantee within fourteen (14) days of the date of sale.

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

Dated at East London this 23rd day of January 1996.

Mathie Meyer & Gravett, Plaintiff's Attorneys, 29 St. Peters Road, Southernwood, East London. (Ref. Mr Moodley/mr/N.72.)

Case No. 32947/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,** Execution Creditor (Plaintiff), and **SHAUN ORZAY ABDULLAH,** 1st Execution Debtor (1st Defendant), and **ELSIE ELIZABETH ABDULLAH,** 2nd Execution Debtor (2nd Defendant)

In pursuance of a judgment by the Court granted in the above suit the following immovable property will on the **29th of February 1996 at 09:00** be sold in execution. The auction will take place at Main Entrance, Magistrate's Court, 1st Avenue, East Ridge, Mitchells Plain and the property to be sold is:

Erf 49754, Mitchells Plain in the Municipality of Cape Town, Cape Division, in extent 242 square metres, situated at 17A Admiralls Drive, Admiralls Hill, Strandfontein, previously and also known as 17A Spinnaker Drive, Admiralls Hill, Strandfontein.

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

Single storey, tiled roof brick dwelling consisting of one lounge, one kitchen, three bedrooms, 1 bathroom and toilet.

Terms:

1. The sale will be "voetstoots" without reserve and to the highest bidder but subject to the Magistrates' Courts Act and Rules and all conditions contained in the Title Deed under which the property is held.

2. Auctioneer's charges and 10% of the purchase price payable on the day of the sale and the balance to be secured within fourteen (14) days of the sale.

3. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the above Court.

Signed at Cape Town this the 17th day of January 1996.

J. E. Coetzee, for Mostert & Bosman, Attorney for Plaintiff, 2nd Floor, Leadership House, 40 Shortmarket Street, P.O. Box 1456, Cape Town. (Ref. J. E. Coetzee.)

Case No. 11998/94

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

In the matter between **NBS BANK LIMITED** (Reg. No. 87/01384/06), Execution Creditor, and **LLEWELLYN ERIC RODNEY,** 1st Execution Debtor, **WENDY JENNIFER RODNEY,** 2nd Execution Debtor

In execution of the Judgment of the Magistrate's Court of Goodwood in the above matter, a sale will be held at **11:00** on Thursday, the **15th day of February 1996** on site of the premises being 401 Mark Heights, Wallace Street, Goodwood:

Sec. 25 as shown and more fully described on Sectional Plan No. SS132/1981, situated at 401 Mark Heights, Wallace Street, Goodwood, measuring ninety-two square metres, held by Title Deed SS 132/81 (25) (Unit) dated 14th August 1981.

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 the 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, Goodwood telephone number 932-7126.

Dated at Cape Town on this the 16 January 1996.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Reference BDS/BBG/Z32061.)

Case No. 4871/95

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

In the matter between **NEDCOR BANK LIMITED,** formerly NEDPERM BANK LIMITED, formerly SA PERMANENT BUILDING SOCIETY, Plaintiff, and **EDWARD JOHN MULLER,** married in community of property to **CAROL BERENICE MULLER,** Defendant

In terms of a judgment given in the Magistrate's Court at Strand on the 23 November 1995 and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 4847, Strand, in the Municipality of the Strand, Division of Stellenbosch, Western Cape Province, measuring 496 square metres, held by Deed of Transfer No. T 61354/84, also known as 152 Gordons Bay Road, Strand, will be sold in execution on the **21st day of February 1996 at 11:00** at 152 Gordons Bay Road, Strand, in terms of the conditions of sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Strand, and the undersigned. The material terms of the sale are as follows:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% of the purchase price immediately after the sale and will provide a bank or building society guarantee acceptable to the Judgment Creditor's attorneys providing for payment within fourteen days of the balance of the purchase price and interest.

3. The purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and to the Bondholder.

4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: 1 kitchen, 3 bedrooms, 1 garage, 1 lounge, two bathrooms.

Dated at Somerset West this 19th day of January 1996.

P. du Toit, for Morkel & De Villiers Inc., 1st Floor, Elwil Centre, 14 Caledon Street, Somerset West; P.O. Box 112, Somerset West, 7129. (Tel. 024-512928.)

Case No. 152/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALIWAL NORTH HELD AT ALIWAL NORTH

In the matter between **STANNIC,** Plaintiff, and **V. P. H. NYEZI,** Defendant

In pursuance of a judgment in the Court of the Magistrate of Aliwal North and a warrant of execution dated the 27th November 1995 the following property will be sold in execution by public auction on the **1st March 1996 at 10:00** at the Magistrate's Office, Aliwal North by the Messenger of the Court, Aliwal North:

Certain: Erf No. 1359, in the Division Aliwal North, known as 1359 Block G Dukathole, Aliwal North, measuring 390 square metres, held by Certificate of Leasehold No. TL2996/90.

Conditions of sale:

(a) The property will be sold subjected to the rules and conditions of the Magistrates' Courts Act.

(b) The purchaser shall pay a deposit of 10% of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney, and to be furnished to the Messenger of the Court within (21) days after the day of sale in execution.

The conditions of sale may be inspected at the Messenger of the Court's Office, at Grey Street, Aliwal North, during office hours.

Signed at Burgersdorp this 18th day of January 1996.

Burger Oelofsen Van Rooy Inc., Attorneys for Plaintiff, P.O. Box 142, Aliwal North. (LH/jvs AA2633.)

Case No. 4193/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **ABSA BANK LIMITED,** trading as UNITED BANK, *versus* **JOHAN VAN STADEN, CORNELIA VAN STADEN**

The following property will be sold in execution by public auction held at 5 Diamond Crescent, Highbury, Kuils River, to the highest bidder on **8 February 1996 at 11:30**:

Erf 9148, Kuils River, in the Municipality of Kuils River Administrative District of Stellenbosch, in extent 625 (six hundred and twenty-five) square metres, held by Deed of Transfer No. T75348/91, situated at 5 Diamond Crescent, Highbury, Kuils River.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, family/dining room, kitchen, 3 bedrooms, 2 bathroom/toilet, garage.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 17,25% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 29th day of December 1995.

Buchanan Boyes, Attorneys for Judgment Creditor, 13 Hout Street, Cape Town. (Tel. 23-9200.)

Saak No. 152/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN ALIWAL NOORD GEHOU TE ALIWAL NOORD

In die saak tussen **STANNIC,** Eiser, en **V. P. H. NYEZI,** Verweerder

Kragtens 'n uitspraak van bogemelde Agbare Hof op 29 Junie 1995 en 'n lasbrief vir eksekusie sal die volgende eiendom in eksekusie verkoop word op **1 Maart 1996 om 10:00** te die Landdroskantoor Aliwal Noord, deur die Geregsbode Aliwal Noord aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf No. 1359 geleë in die distrik van Aliwal Noord bekend as 1359 Blok G Dukathole Aliwal Noord, groot 390 vierkante meter, gehou kragtens Sertifikaat van Huurpag TL2996/1990.

Voorwaardes: Die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe en die reëls daarvolgens neergelê. Tien persent (10%) van die koopprys moet in kontant op die dag van die verkoping betaal word en 'n bank- of bougenootskapswaarborg vir die balans moet binne (21) dae na die verkoopsdatum verskaf word.

Die verdere en volledige verkoopsvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die Geregsbode, te Greystraat Aliwal Noord.

Geteken te Burgersdorp hierdie 18de dag van Januarie 1996.

Burger Oelofsen Van Rooy Ing., Prokureurs vir Eiser, Posbus 142, Aliwal Noord. (LH/jvs A2633.)

Case No. 7/95

IN THE SUPREME COURT OF SOUTH AFRICA

In the matter between **TRANSKEI DEVELOPMENT CORPORATION LIMITED,** Plaintiff, and **TOZAMA VIVIAN MANQINDANA,** Defendant

In pursuance of judgment of the above Honourable Court dated 16th February, 1995, the following property will be sold on **Wednesday, the 28th February, 1996 at 11:00** at the premises:

Certain piece of land being Erf 3205, Butterworth, Township Extension No. 12 situated in the Municipality and District of Gcuwa, measuring four hundred and five (405) square metres with improvements thereon comprising substantial buildings.

Shall be sold to the highest bidder by the Deputy Sheriff of Butterworth on the Wednesday the 28th February, 1996 at the premises at Butterworth.

The special conditions of sale may be inspected at the offices of the Deputy Sheriff Butterworth.

Potelwa & Co., Plaintiff's Attorneys, 27 Sprigg Street, Umtata.

Case No. 117/94

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

In the matter between **KOLEKA MIZA,** Plaintiff, and **HAROLD MTETELI KOBO,** Defendant

In pursuance of judgment of the above Honourable Court dated 4th August, 1994 and writ of execution dated 19th January 1995, the following property will be sold on Tuesday the **28th day of February, 1996, at 11:00,** at the premises:

Certain piece of land being Erf 405, Tsolo, in Tsolo Township Extension No. 2, situated in the Municipality and District of Tsolo, measuring one thousand two hundred and forty-four (1 244) square metres with improvements thereon comprising substantial buildings.

Shall be sold to the highest bidder by the Messenger of Court, Tsolo on the 28th day of February, 1996 at the premises at Tsolo.

The special conditions of sale may be inspected at the offices of the Messenger of the Court, Tsolo.

Potelwa & Co., Plaintiff's Attorneys, 27 Sprigg Street, Umtata.

Saak No. 13148/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaap die Goeie Hoop Provinsiale Afdeling)

In die saak tussen **SALAK (EDMS.) BEPERK,** Eerste Vonnisskuldeiser, **JOHANN WILHELM DE BEER,** h/a ETOSHA PLANT HIRE, Tweede Vonnisskuldeiser, en **GLENNIFER VAN HOOGSTRATEN,** Vierde Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Hooggeregshof, Kaapstad, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gebou word op **21 Februarie 1996 om 10:00** te Maraisstraat 26, Houtbaai:

Restant Erf 840, Houtbaai, in die oorgang Metropolitaanse Substruktuur Llandudno/Houtbaai, afdeling Kaap, Wes-Kaap provinsie, groot 2 316 vierkante meter, gehou deur die Vonnisskuldenaars kragtens Transportakte No. T63229/1990 en geleë te Maraisstraat 26, Houtbaai, onderworpe aan die veilingsvoorwaardes hieronder uiteengesit.

Veilingsvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, Wet No. 32 van 1944 soos gewysig en die reëls daaronder uitgevaardig.

2. Die volle koopprys plus afslaerskommissie is betaalbaar deur die koper in kontant, bankgewaarborgde tjek of aanvaarbare bankwaarborg by toeslaan van die bod op die koper, by gebreke waarvan die afslaer, op instruksies van die Vonnisskuldeiser, die verkoping onmiddellik kan kanselleer, waarop die eiendom onverwyld weer te koop aangebied sal word.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende onkoste, insluitende BTW.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Wynberg.

Gedateer te Paarl hierdie 8ste dag van Januarie 1996.

Gaum-Le Roux, Prokureurs vir Vonnisskuldeiser, Perm Gebou, Tweede Vloer, Phillipsplein, Paarl.

Case No. 6024/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **Mrs N G NCAPHAYI,** 1st Defendant, **Mr T W NCAPHAYI,** 2nd Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 20th June 1995 the following property will be sold on **Friday 16th February 1996 at 11:00** to the highest bidder subject to the provisions of the conditions of sale:

Erf 5109, East London, Municipality and Division of East London, in extent 1 091 (one thousand and ninety-one) square metres, held under T4701/1994, known as 9 Dartnell Street, Cambridge, East London.

The sale aforesaid will take place at the property itself being: 9 Dartnell Street, Cambridge, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the Title Deed/Deed of Transfer.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: A conventional dwelling under pitched concrete tiled roof comprising 3 bedrooms, 2 bathrooms, lounge, dining-room, kitchen and garage.

Dated at East London on this 12th day of January 1996.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W26283.)

Case No. 34738/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **GOODALL INDUSTRIAL (PTY) LTD,** trading as HIRE CENTRE, Plaintiff, and **Q. SCHROEDER,** Defendant

Kindly take notice that following property will be offered for sale in execution on **23 February 1996 at 10:00** at the Magistrate's Court, Kuils River, consists of:

Section 133, Hagley, in the Local Authority of Blue Downs, Division Stellenbosch, Province of Western Cape; measuring 1 001 square metres, held under Certificate of Registered Section Title T1300/1978, although no warranties are given the following information is provided: A vacant plot.

A deposit of 10% of the purchase price is payable in cash at the sale and the balance on registration of transfer.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils Rivier and Van der Spuy & Partners, Boland Bank Building, 18 Lower Burg Street, Cape Town. The directions as to reaching the property on which the sale is going to take place, are obtainable from the Sheriff, telephone number 948-8326.

Dated at Cape Town on this 9th day of January 1996.

Van der Spuy & Partners, Attorneys for Plaintiff, 3rd Floor, Boland Bank Building, 18 Lower Burg Street, Cape Town. (Tel. 419-3622.) (Fax: 418-1329.) [Ref. WVOS/ms(DdB).]

Case No. 34738/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between **GOODALL INDUSTRIAL (PTY) LTD,** trading as HIRE CENTRE, Plaintiff, and **Q. SCHROEDER,** Defendant

Kindly take notice that following property will be offered for sale in execution on **23 February 1996 at 10:30** at the Magistrate's Court, Kuils River, consists of:

Section 224, Hagley, in the Local Authority of Blue Downs, Division Stellenbosch, Province of Western Cape, measuring 496 square metres, held under Certificate of Registered Section Title T46307/1988, although no warranties are given the following information is provided: 13 Bedrooms, two lounges, two showers, two toilets and one kitchen.

A deposit of 10% of the purchase price is payable in cash at the sale and the balance on registration of transfer.

The conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils Rivier and Van der Spuy & Partners, Boland Bank Building, 18 Lower Burg Street, Cape Town. The directions as to reaching the property on which the sale is going to take place, are obtainable from the Sheriff, telephone number 948-8326.

Dated at Cape Town on this 9th day of January 1996.

Van der Spuy & Partners, Attorneys for Plaintiff, 3rd Floor, Boland Bank Building, 18 Lower Burg Street, Cape Town. (Tel. 419-3622.) (Fax: 418-1329.) [Ref. WVOS/ms(DdB).]

Case 15525/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **P. Z. MKUZO,** Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 6 January 1995 the following property will be sold on Friday, **16th February 1996 at 11:30** to the highest bidder subject to the provisions of the conditions of sale:

Erf 18555, East London, Municipality and Division of East London, in extent 1 179 square metres, held under T1281/1994, known as 22 Kitton Road, Haven Hills, East London.

The sale aforesaid will take place at the property itself being 22 Kitton Road, Haven Hills, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Court Act and also subject to the provisions of the Title Deed/Deed of Transfer.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: A conventional dwelling under concrete tiles, comprising lounge, 3 bedrooms, 2 bathrooms, dining-room and kitchen.

Dated at East London on this 12th day of January, 1996.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W24634.)

NATAL

Case No. 4076/95

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 **ARIFF AHMED HAFFEJEE,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown at **10:00 on Friday the 16th February 1996:**

Description Lot 358, Reservoir Hills (Extension No. 1) situated in the City of Durban, Administrative District of Natal, in extent one thousand five hundred and eighty-three (1 583) square metres, held under Deed of Transfer No. 14730/85, physical address, 70 Manton Crescent, Reservoir Hills, Durban, Natal. *Zoning:* Special Residential.

The property consists of the following: 1 Brick under tile double storey dwelling consisting of: 1 × entrance hall, 1 × lounge, 1 × diningroom, 1 × family room, 1 × study, 2 × kitchen, 1 × laundry, 5 × bedrooms, 2 × toilets, 1 × sun lounge, 2 × bathrooms/shower, 2 × bathrooms/toilet/shower. *Outbuildings:* 3 × Garages, 3 × servants quarters, 1 × toilet, 1 × bathroom, 1 × 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, Pinetown, No. 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 9th day of January 1996.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mr J C Jones/cd/notice.haf.)

Case No. 1753/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **FIRST NATIONAL BANK,** Plaintiff, and **KOKSTAD MANUFACTURERS C.C.,** First Defendant, and **DAWOOD MAHOMED,** Second Defendant

Pursuant to a judgment granted by the above Honourable Court dated the 12th April 1995 and a warrant of execution, the undermentioned property will be sold on the **23rd day of February 1996 at 10:00** at the Sheriff's Office, 36 Shepstone Street, Richmond, to the highest bidder viz:

(i) Lot 208 Richmond, situated in the Richmond Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 2 023 square metres, situated at 26 Victoria Road, Richmond and occupied by Plentymore Investments.

(ii) Lot 209 Richmond, situated in the Richmond Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 2 023 square metres, situated at 25 Church Street, Richmond and occupied by Plentymore Investments.

(iii) Lot 210 Richmond, situated in the Richmond Transitional Local Council, Administrative District of Natal, Province of KwaZulu/Natal, in extent 2 023 square metres, situated at 29 Church Street, Richmond and occupied by Plentymore Investments.

(iv) Lot 211 Richmond, situated in the Richmond Transitional Local Council, Administrative District of Natal, Province of KwaZulu/Natal, in extent of 2 023 square metres, situated at 30 Church Street, Richmond and occupied by Plentymore Investments.

(v) Lot 212 Richmond, situated in the Richmond Transitional Local Council, Administrative District of Natal, Province of KwaZulu/Natal, in extent of 2 023 square metres, situated at 34 Church Street, Richmond and occupied by Plentymore Investments.

Terms and conditions:

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

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

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

4. The complete conditions of sale may be inspected at the office of the Sheriff of the Court, 36 Shepstone Street, Richmond.

Dated at Harding on this 12th day of December 1995.

Neil Wilton Bowles, 10 Hawkins Street, Harding, 4680. (Ref. NWB/jp/02F020196.)

Case No. 61370/90

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

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **WILLEM JACOBUS HORN,** Defendant

In pursuance of a Judgment of the above Honourable Court dated 27 December 1990 a Sale in Execution will be held on **22 February 1996 at 14:00** in front of the Magistrate's Court, Somtseu Road Entrance, Durban, when the following property will be sold by the Sheriff of the Magistrate's Court for Durban Central to the highest bidder:

Sub 3 of Lot 184, Kingsdale, situated in the City of Durban, Administrative District of Natal, in extent nine hundred and seventy-seven (977) square metres, situated at 128 Kingsdale Road, Hillary.

Improvements (the following information is furnished but nothing is guaranteed in this regard): The property consists of one brick under tile roof dwelling comprising of 3 bedrooms, 1 lounge, diningroom, 1 kitchen, 1 pantry, 1 breakfast room, 1 bathroom, 1 separate toilet, 1 garage and 1 swimming-pool.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The Purchaser (other than the 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 The Sheriff of the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban and interested parties are asked to contact the execution Creditor who may be prepared to grant loan facilities to an approved Purchaser.

Dated at Durban this 8th day of January 1996.

De Villiers Evans and Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/N535.3402/93.)

Case No. 2576/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **JOHN EDWARD BAILEY,** Plaintiff, and **MZONJANI ZUNGU,** Defendant

In execution of a Judgment of the Supreme Court of South Africa, Natal Provincial Division, the following immovable property belonging to the abovenamed Defendant, will be sold in execution on the **23rd day of February 1996 at 11:00,** at the office of the Sheriff for Camperdown, 5 Bishop Street (behind Masonic Lodge) by the Sheriff of the Supreme Court, Camperdown, to the highest bidder for cash, without reserve:

Remainder of Sub 8 of the Farm Killarney, number 855, situated in the Administrative District of Natal in extent 10,3019 square metres, held under Deed of Transfer No. T22381/94.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Lot No. 855, Eston.

2. The property has been improved by the construction thereon of approximately 6 brick under iron residential dwellings and a reservoir.

3. The Conditions of Sale may be inspected at the aforesaid offices of the Sheriff, Camperdown and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Natal, during normal office hours.

Dated at Pietermaritzburg this 11th day of January 1996.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzbutg. (Mr R. N. Scott/cch/04/B0062/92.)

Case No. 58907/95

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

In the matter between **NBS BANK LIMITED (Reg. No. 87/01384/06),** Plaintiff, and, **VUSI ZWANE,** and **ZANDILE PATRICIA ZWANE,** Defendants

In pursuance of Jugment granted in the above action the immovable property listed hereunder shall be sold in execution to the highest bidder without reserve on the **19th February 1996 at 09:00** at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 5359, Verulam (Ext. 44), situated in the Borough of Verulam and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of Kwa-Zulu Natal, in extent 711 square metres.

Postal address: 48 Greenwood Close, Parkgate, Ottawa.

Improvements: 2 Bedrooms (tiled), bedroom (carpeted), kitchen (b.i.c.), dining room, lounge, toilet & bathroom (all tiled).

Town-planning zoning: Special residential.

1. The property shall be sold without reserve to the highest bidder in terms of the Magistrates' Courts rules.

2. The Purchaser shall pay a deposit of 10% of the Purchase Price and the auctioneer's commission in cash immediately after the sale and the Balance to be secured by a bank and guarantee within twenty one days.

The full conditions of Sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Jackson & Ameen, Plaintiff's Attorneys, 5th Floor, Fenton House, Fenton Road, Durban.

Saak No. 3670/93

IN DIE LANDDROSHOF VIR DIE DISTRIK LAER UMFOLOZI GEHOU TE EMPANGENI

In die saak tussen **ABSA BANK LTD,** trading as Volkskas Bank, Eiser, en **IAN LIONEL PHILLIPS,** 1ste Verweerder, **CORAL PHILLIPS,** 2de Verweerder

Ingevolge 'n vonnis toegestaan op die 30ste dag van Julie 1993, in bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie uitgereik daarna, sal die hiernagenoemde eiendom in eksekusie aan die hoogste bieër verkoop word op die **20ste Februarie 1996 om 09:00,** te voor die Landdroskantoor, Mtunzini:

1. (a) *Akteskantoorbeskrywing:* Lot 55, Mtunzini (Uitbr. 4), geleë in die Mtunzini Plaaslike Oorgangsraadgebied, Administratiewe distrik KwaZulu/Natal, groot 1 400 vierkante meter.

(b) *Straatadres:* McCullumstraat 14, Mtunzini.

(c) *Beskrywing van eiendom* (geen waarborg word verstrek dat dit korrek is nie): Leë erf.

(d) *Sonering:* Spesiaal Residensieel.

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 voorwaardes van verkoping sal vir inspeksie ter insae lê by die kantoor van die Klerk van die Hof, Landdroshof, Mtunzini, en by die kantoor van die Balju van die Landdroshof, Hely Hutcinsonweg, Mtunzini.

Geteken te Empangeni hierdie 15de dag van Desember 1995.

T. J. P. Zietsman, vir Van Gaalen Zietsman Zaayman, 1ste Vloer, The Park, Eenheid J3, Pearcesingel 7 Suid, Empangeni, 3880.

Case No. 77198/94

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

In the matter between **SMALL BUSINESS DEVELOPMENT CORPORATION LIMITED,** Execution Creditor, and **SIVA NAIDOO,** First Execution Debtor, **SUSHILLA NAIDOO,** Second Execution Debtor

In pursuance of a judgment granted in the Magistrate's Court for the District of Durban and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on the **29th** day of **February 1996 at 14:00** at the front entrance of the Magistrate Court, Somtseu Road, Durban:

The said immovable property will be sold by public auction on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff of Durban Central, 21 Stafmayer House, Beach Grove, Durban, prior to the sale.

Description: Section No. 130, as shown and more fully described on Sectional Plan ST180/91 in the building or buildings known as Victoria Street Market situated at Lot 11897, Durban, of which section the floor area according to the sectional plan is 24 square metres in extent.

Zoning: General Business.

Street address: Stall No. W25, Victoria Street Market.

Improvements: Stall approximately 6 by 10 m, tiled with a security gate.

Nothing is guaranteed in the above respects.

Terms:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale. The balance of the purchase price shall be paid against transfer and shall be secured by a bank or building society or other acceptable guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff of the Court, Durban, within fourteen (14) days after the date of sale.

(b) The purchaser shall be liable for payment of interest at the rate of 23% per annum to the Execution Creditor on the amount of the award to the Execution Creditor in the plan of distribution, and payment of any interest due to a preferent creditor on the amount of the award to the preferent creditor in the plan of distribution, from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer dues, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. Prospective purchasers are advised to inspect the property before the proposed sale date.

Dated at Durban on this 10th day of January 1996.

Cox Yeats, Execution Creditor's Attorney, 12th and 13th Floors, Victoria Maine, 71 Victoria Embankment, Durban, 4001. (Ref. P. Feuilherade/lr.)

Case No. 6002/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **COMBINED MORTGAGE NOMINEES (PTY) LIMITED,** Execution Creditor, and **HAMBANATHI SUPA SAVE CC,** First Execution Debtor, **SAYDEA BEE BEE HOOSEN,** Second Execution Debtor, **SULEMAN SHEIK HOOSEN,** Third Execution Debtor

In pursuance of a Judgment in the Supreme Court of South Africa, Durban and Coast Local Division, dated 28 February 1992, and a Writ of Execution issued thereafter, the immovable properties listed hereunder will be sold in execution at **09:00 on 19 February 1996** at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description:

1. Remainder of Lot 116 of the Farm Roode Krans No. 828, situated in the Development Area of Redcliffe, Administrative District of Natal, in extent seven comma five eight six two (7,5862) hectares.

2. Remainder of Lot 106 of the Farm Roode Krans No. 828, situated in the Development Area of Redcliffe, Administrative District of Natal, in extent four comma two two nine three (4,2293) hectares.

3. Lot 117 of the Farm Roode Krans No. 828, situated in the Development Area of Redcliffe, Administrative District of Natal, in extent four comma one eight six five (4,1865) hectares.

4. Lot 95 of the Farm Roode Krans No. 828, situated in the Development Area of Redcliffe, Administrative district of Natal, in extent eight comma nought nine three seven (8,0937) hectares.

All held under Deed of Transfer No. T29580/1990 subject to the terms and conditions therein contained and more especially to the reservation of mineral rights.

The immovable properties are situated at: Caliph Chicken Farm, Redcliffe Township, Verulam.

Zoning: Residential/Agricultural.

Improvements: Remainder of Lot 116 of the Farm Roode Krans No. 828: Houses: Brick under tile house consisting of one kitchen, three bedrooms, one shower and bathroom together, one toilet, one lounge and diningroom. Six undercover parkings. One dilapidated corrugated iron house. *Outbuildings:* Two outbuildings consisting of two stores, upstairs consisting of one large room, one small room, two separate toilets, one swimming pool, downstairs consisting of three bedrooms, each with combined bathroom shower and toilet. Fourteen poultry pens. Two outbuildings consisting of one office block of two offices, one store room, one change room with toilet and shower. Three sections. Two coldrooms.

Remainder of Lot 106 of the Farm Roode Krans No. 828: No improvements, vacant land.

Lot 117 of the Farm Roode Krans No. 828: No improvements, vacant land.

Lot 95 of the Farm Roode Krans No. 828: No improvements, vacant land.

Possession: "Vacant possession" is not guaranteed.

Material conditions of sale:

1. The sale is subject to the terms and conditions of the Supreme Court Act No. 59 of 1959, as amended, and the Rules made thereunder and of the Title Deed in so far as same may be applicable.

2. The purchaser/s shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the Property/Properties being knocked down to the Purchaser/s, the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's Attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

3. The Purchaser/s 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/s.

4. The Purchaser/s to pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any Bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full Conditions of Sale may be inspected at the office of the Sheriff of the Supreme Court, Inanda 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, telephone number (0322) 92-1000, (Ref. RRS/AS/JR).

Dated at Durban this 9th day of January 1996.

Chapman Dyer Miles & Moorhead Inc., Execution Creditor's Attorneys, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. Mr Adams/cv/R 149/62 R 7915/95.)

Case 25382/95

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

In the matter between **BODY CORPORATE OF ROCKVIEW,** Judgment Creditor, and **P. A. J. ELLIS,** Judgment Debtor

In pursuance of Judgment granted on 17th July 1995 the immovable property hereunder will be sold in Execution on **Thursday, 22nd February 1996 at 10:00** in front of the Magistrate's Court, North Facing Entrance, Somtseu Road, Durban, to the highest bidder:

Description: A unit consisting of:

(a) Section 10 as shown and more fully described on Sectional Plan No. 196/1981, in the building or buildings known as Rockview Centre, situated at Amanzimtoti of which the floor area, according to the said Sectional Plan is 76 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said Section in accordance with the participation quota as endorsed on the said Sectional plan.

Postal address: Flat 1, Rockview Centre, Rockview Road, Amanzimtoti.

Improvements: 1 flat: 2 bedrooms, 1 lounge and diningroom combined, 1 kitchen, 1 toilet, 1 bathroom, bath, basin and toilet, 1 garage.

Nothing is guaranteed in these respects and the property is sold voetstoots.

Material conditions:

1. The Sale shall be subject to the terms and conditions of the Magistrates' Courts Act and Rules thereunder.

2. Purchaser shall pay 10% deposit of the purchase price in cash immediately after the sale, the balance against transfer to be secured by bank/building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within 14 (fourteen days) after date of sale.

3. Purchaser shall pay interest at the rate presently charged by the Bondholder, Nedcor Bank Limited from the date of sale to date of transfer.

4. The full conditions of sale may be inspected at the Sheriff's Offices, Durban South or at our offices.

Dated at Durban this 17th day of January 1996.

Meumann & White, Plaintiff's Attorneys, 4th Floor, Founders House, 15 Parry Road, Durban. (Ref. Mr Pillary/vdg/033446.)

Case No. 30158/95

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

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

In pursuance of a judgment in the above court and writ of execution dated 10 January 1996, the immovable property listed hereunder will be sold in execution on **Friday, 16 February 1996 at 11:00 a.m.,** by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Sub 128 of Lot 1485 Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 613 (six hundred and thirteen) square metres, situated at 62 Henry Fynn Crescent, Fairmead, Pietermaritzburg, held by judgment debtor under Deed of Transfer No. T.39357/94.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special Residential.

Improvements: The main building is a single storey dwelling with walls of concrete block, a roof of currugated iron, flooring of tiles and fitted carpets, and consists of a lounge/diningroom, kitchen, 3 bedrooms, 1 bathroom, 1 WC, front verandahs. The outbuildings consist of 1 servant's room with 1 storeoom (attached) and 1 carport. The boundary walls are concrete.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 16th day of January 1996.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. A. B. Burnett/06:N.2385/93.)

Case No. 4862/94

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

In the matter between **ABSA BANK LIMITED** (Number 86/04794/06), Execution Creditor, and **MR EDWARD LEONARD METH,** Execution Debtor

In pursuance of judgment granted on the 22 February 1994, in the Durban Magistrate's Court and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on **Thursday, the 22nd February 1996 at 10:00** in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A certain immovable being Sub 1 of Lot 362, Wentworth, situated in the City of Durban, Administrative District of Natal, Province of Kwazulu-Natal, in extent nine hundred and eighty-three (983) square metres.

Postal address: 67 Treasure Beach Road, Bluff, 4052.

Improvements: Brick under Tile dwelling consisting of entrance porch, entrance hall, lounge, diningroom, kitchen, laundry, 4 bedrooms, bathroom, toilet, bathroom/toilet. *Outbuildings:* 2 garages, storeroom, 2 staffrooms, shower/toilet.

Town planning: Zoning: Special residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrate's Courts Act and the rules made thereunder.

2. The Purchaser shall pay a deposit of 10% of the purchase price in cash or by a bank guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's Attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 101 Lejaton, 40 St. George's Street, Durban or at our offices.

Dated at Durban this 10th day of January 1996.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/029199/Mrs Chelin.)

Saak No. 7618/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN VEREENIGING GEHOU TE VEREENIGING

In die saak tussen **EVERITE GROEP BEPERK,** Eiser, en **C. J. JOHNSON,** Eerste Verweerder

Kragtens uitspraak van die Landdroshof, distrik Vereeniging gedateer 24 Julie 1995 en die daaropvolgende Lasbrief vir Eksekusie, word die volgende eiendom op **23 Februarie 1996 om 11:00** in Eksekusie deur die Balju Landdroshof Port Shepstone te Court House Road, Port Shepstone aan die hoogste bieder verkoop:

Erf 180, Port Edward KwaZulu/Natal, groot 1 385 vierkante meter.

Die eiendom word verkoop onderhewig aan die bepalings van Artikel 66 van die Landdroshowewet, No. 32 van 1944, soos gewysig. Tien persent van die koopprys is kontant betaalbaar onmiddellik na die veiling en die balans sal verseker word deur die lewering van die aanvaarbare waarborg aan die Balju Landdroshof Port Shepstone binne veertien (14) dae, bereken vanaf datum van koop, welke waarborg betaalbaar is op datum van registrasie van transport.

Die volgende inligting word onder die aandag van die voornemende koper gebring, maar niks word gewaarborg nie: 'n Teëldak woning bestaande uit: Boonste verdieping: 1 x hoofkamer met aantrekkamer, 2 x slaapkamers elk met badkamer, oop plan ontspanningskamer en kroeg. Benedeverdieping: 1 x sit-eetkamer, stoorspasie onder trappe, ingangsportaal, 1 x kombuis, 1 x hoofkamer, 2 x slaapkamers elk met badkamer. Buitegeboue: Dubbel motorhuis, 1 x stort, 1 x waskamer, 1 x bediendekamer, 1 x badkamer, geleë te Lot 180, Indabaweg, Port Edward.

Die volle koopvoorwaardes wat vir die koper bindend sal wees, lê gedurende kantoorure ten kantore van die Balju Landdroshof, Court House Road, Port Shepstone.

Geteken te Vereeniging hierdie 9de dag van Januarie 1996.

B. J. Mills, vir Mills, Prokureurs vir Eiser, M & A Gebou, Lesliestraat 17a, Vereeniging. (Verw. B. Mills/DS/EJ5.)

Case No. 26157/95

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

In the matter between **FIRST NATIONAL BANK OF SA LTD,** Execution Creditor, and **LULEKWA NANCY JOYCE MFEKA,** Execution Debtor

In pursuance of a Judgment granted on the 22nd day of November 1995, in the Magistrates' Court, Pietermaritzburg and under Writ of Execution issued thereafter, the immovable Property listed hereunder shall be sold in execution to the highest bidder on **Friday, the 23rd day of February 1996 at 11:00 a.m.** at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg:

Description: Sub 178 of Lot 1683 Pietermaritzburg, situated in the City of Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent five hundred (500) square metres.

Postal address: 35 Oosthuizen Drive, Westgate, Pietermaritzburg.

The property consists of land improved by the erection of a dwelling house comprising lounge, diningroom, kitchen, three bedrooms, bathroom and toilet with outbuildings comprising carport and storeroom.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and the full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 11th day of January 1996.

G. J. C. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case No. 7087/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **NEDCOR BANK LIMITED,** Execution Creditor, and **BHEKUYISE DANIEL HLATSHWAYO,** Execution Debtor

In pursuance of a judgment granted on the 24th day of October 1994 in the Supreme Court of South Africa, Durban and Coast Local Division, and under a Writ of Execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on the **23rd day of February 1996 at 10:00** at the steps of the Supreme Court, Durban:

Description of property: Rem of Lot 696 Duiker Fontein, situated in the City of Durban, Administrative District of Natal, in extent one thousand and fourteen (1 014) square metres.

Improvements: Main building: 1 single storey brick under tile roof comprising 3 bedrooms carpeted, with built-in cupboards (of which 1 bedroom has en-suite), 1 lounge carpeted, 1 diningroom tiled, 1 kitchen with tiled floors and BIC, 1 toilet with a bath, wash basin and toilet-with tiled floor.

Outbuilding: Attached to main building comprising 1 bedroom, 1 toilet, 1 garage with roll-up door, also attached to main building.

Postal address: 166 Clarendon Road, Briardene.

Zoning: Residential.

Nothing in the above is guaranteed.

The full conditions of sale may be inspected at the offices of the Sheriff, 15 Milne Street, Durban.

Dated at Durban on this 9th day of January 1996.

Livingston Leandy Inc., 9-12th Floor, First National Bank Building, corner of Field & Smith Streets, Durban. [Ref. Mrs Perumaul/CG/42S556021(21).]

Case No. 3753/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

In the matter between **D & P DEONARAIN,** Execution Creditor, and **SYED ISMAIL AMOD,** Execution Debtor

In pursuance of a Judgment in the Court for the Magistrate of Ladysmith and reissued Writ of Execution dated 11 August 1995, the property listed hereunder will be sold in Execution on **23 February 1996 at 10:00 a.m.** at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Remainder of Lot 4561 Reservoir Hills, situated in the City of Durban, Administrative District of Natal, in extent seven thousand and thirty-three (7 033) square metres.

Postal address: 496 Mountbatten Drive, Reservoir Hills, KwaZulu-Natal.

Town planning zoning: Special Residential.

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

1. Single storey brick and tile dwelling consisting of open plan kitchen, lounge and diningroom, 3 bedrooms, 1 main en suite shower and toilet, 1 separte bathroom and toilet, verandah, purpose made burglar guards on all the windows and security gates on all the doors.

2. The remainder of the property has been improved as follows: Building platforms have been cut and foundation trenches have been dug for the foundations of another two simplexes.

The dwelling on the property described above is apparently one of either nine or ten simplexes of similar design that are to be constructed on the property that is part of a Sectional Title development.

Building work is in progress and it is therefore imperative that the property be inspected prior to the sale in execution as the property is being improved daily.

Vacant possession is not guaranteed.

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

The full Conditions of Sale which will be read immediately prior to the sale, may be inspected at the Office of the Sheriff for Pinetown.

Dated at Pinetown this 17th day of January 1996.

King & Associates, Attorney for Execution Creditors, 4th Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nem/02/D085/001.)

Case No. 7841/93

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

In the matter between **ABSA BANK LIMITED,** (Number 86/04794/06), Execution Creditor, and **MR MUTHUKRISHNAN SUBRAMANIAN MOODLEY,** Execution Debtor

In pursuance of judgment granted on the 4 January 1994, in the Durban Magistrate's Court and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, the **20th February 1996 at 14:00** on the front steps of the Magistrate's Court, Somstue Road, Durban, to the highest bidder:

Description: A certain piece of land being: Sub 5 of H of M3 of the Farm Duiker Fontein No. 785, situated in the City of Durban, Administrative District of Natal, Province of Kwazulu-Natal, in extent One Thousand Four Hundred and Twenty Six square metres now known as Sub 30 (of 7) of Lot 13 Duiker Fontein, situated in the City of Durban, Administrative District of Natal, Province of Kwazulu-Natal, in extent One Thousand Four Hundred and Twenty-Six square metres.

Postal address: 102 Tyger Avenue, Greenwood Park, 4051.

Improvements: Vacant land.

Town Planning: Zoning: Special Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The Purchaser shall pay a deposit of 10% of the purchase price in cash or by a bank guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's Attorneys to be furnished to the Magistrates Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 15 Milne Street, Durban or at our offices.

Dated at Durban this 9 January 1996.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001, P O Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/115/A0034/Mrs Chelin.)

Case 7599/95

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

In the matter between **ABSA BANK LIMITED** (Number 86/04794/06), Execution Creditor, and **MR ALEC NAIDOO,** 1st Execution Debtor, **MRS PARVATHY NAIDOO,** 2nd Execution Debtor

In pursuance of judgment granted on the 28 August 1995, in the Pinetown Magistrate's Court and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, the **23rd February 1995 at 10:00** at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land being Lot 3287, Reservoir Hills (Ext 12), situated in the City of Durban, Administrative District of Natal, Province of Kwazulu-Natal, in extent one thousand three hundred and sixty-one (1 361) square metres.

Postal address: Abdale Place, Reservoir Hills, 4091.

Improvements: Vacant land.

Town Planning: Zoning: Special Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% of the purchase price in cash or by a bank guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's Attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 62 Caversham Road, Pinetown or at our offices.

Dated at Durban this 10 January 1996.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001, P O Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/019658/Mrs Chelin.)

Case No. 658/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED,** Plaintiff, and **MAKHOSAZANA PRINCESS MBILI,** Defendant

In execution of a Judgment of the Supreme Court of South Africa, Natal Provincial Division, the following immovable property belonging to the abovenamed Defendant, will be sold in execution on the **23rd day of February 1996 at 10:00** at the Sheriff's Office, No. 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Kwazulu-Natal to the highest bidder for cash, without reserve:

Ownership Unit No. 1133, Imbali I, in the Township of Edendale DD, District of Pietermaritzburg, Natal, in extent of 260 (two hundred and sixty) Square Metres, represented and described on Deed of Grant No. 3904.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Ownership Unit No. 1133, Imbali I, in the Township of Edendale, Pietermaritzburg, Kwazulu-Natal.

2. The property has been improved by the construction thereon of a dwelling.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Kwazulu-Natal during normal office hours.

Dated at Pietermaritzburg this 9th day of January 1996.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/myb/45/K0076/B3.)

Case 1088/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED,** Plaintiff, and **NDODENI TITUS DLADLA,** Defendant

In execution of a Judgment of the Supreme Court of South Africa, Natal Provincial Division, the following immovable property belonging to the abovenamed Defendant, will be sold in execution on the **23rd day of February 1996 at 10:00** at the Sheriff's Office, No. 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu-Natal to the highest bidder for cash, without reserve:

Ownership Unit No. 388, Unit A, in the Township of Edendale, District of Pietermaritzburg, Natal, in extent of 530 (five hundred and thirty) square metres, represented and described on Deed of Grant No. 14267.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situate at Ownership Unit No. 388, Unit A, in the Township of Edendale, District of Pietermaritzburg, Kwazulu-Natal.

2. The property has been improved by the construction thereon of a dwelling.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, Kwazulu-Natal during normal office hours.

Dated at Pietermaritzburg this 9th day of January 1996.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/myb/45/K0191/B4).

Saak No. 5002/95

LANDDROSHOF, NEWCASTLE

DIE PLAASLIKE OORGANGSRAAD VAN NEWCASTLE, Eksekusieskuldeiser en **AMOD ISMAIL,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n Lasbrief vir Eksekusie teen onroerende goed gedateer 6 Desember 1995 word die onder vermelde eiendom om **10:00 op 21 Februarie 1996,** in die voorkamer van die Landdroshof, Newcastle geregtelike verkoop, nl: Erf 942, Newcastle.

Die eiendom is onverbeterd.

Die verkoopsvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkstraat, Newcastle en is onder andere die volgende:

1. Die eiendom sal deur die Balju van die Landdroshof by wyse van openbare veiling aan die hoogste bieder verkoop word vir kontant maar sodanige verkoping is onderhewig aan bekragtiging deur die vonnisskuldeiser of sy prokureurs binne 10 dae vanaf datum van die verkoping.

2. Die Koper sal 'n deposito betaal van 10% van die koopprys op tekening van die verkoopsvoorwaardes en die balans van die koopprys plus rente teen 18% per jaar vanaf die datum van die verkoping tot op datum van registrasie van transport sal gewaarborg word by wyse van 'n goedgekeurde Bank- of Bouvereniging waarborg wat gelewer moet word binne veertien dae vanaf die datum van verkoping.

Gedateer te Newcastle op hede die 15de dag van Januarie 1996.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, 4de Vloer, Unitedgebou, Scottstraat, Newcastle.

Saak No. 5016/95

LANDDROSHOF, NEWCASTLE

DIE PLAASLIKE OORGANGSRAAD VAN NEWCASTLE, Eksekusieskuldeiser en **AMOD ISMAIL,** Eksekusieskuldenaar

Ingevole uitspraak van bogenoemde Agbare Hof en 'n Lasbrief vir Eksekusie teen onroerende goed gedateer 6 Desember 1995 word die onder vermelde eiendom om **10:00 op 21 Februarie 1996,** in die voorkamer van die Landdroshof, Newcastle geregtelike verkoop, nl: Erf 889, Newcastle.

Die eiendom is onverbetered.

Die verkoopsvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkstraat, Newcastle en is onder andere die volgende:

1. Die eiendom sal deur die Balju van die Landdroshof by wyse van openbare veiling aan die hoogste bieder verkoop word vir kontant maar sodanige verkoping is onderhewig aan bekragtiging deur die vonnisskuldeiser of sy prokureurs binne 10 dae vanaf datum van die verkoping.

2. Die Koper sal 'n deposito betaal van 10% van die koopprys op tekening van die verkoopsvoorwaardes en die balans van die koopprys plus rente teen 18% per jaar vanaf die datum van die verkoping tot op datum van registrasie van transport sal gewaarborg word by wyse van 'n goedgekeurde Bank- of Bouvereniging waarborg wat gelewer moet word binne veertien dae vanaf die datum van verkoping.

Gedateer te Newcastle op hede die 15de dag van Januarie 1996.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, 4de Vloer Unitedgebou, Scottstraat, Newcastle.

Saak No. 5006/95

LANDDROSHOF, NEWCASTLE

DIE PLAASLIKE OORGANGSRAAD VAN NEWCASTLE, Eksekusieskuldeiser, en **AMOD ISMAIL,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n Lasbrief vir Eksekusie teen onroerende goed gedateer 6 Desember 1995 word die onder vermelde eiendom om **10:00 op 21 Februarie 1996** in die voorkamer van die Landdroshof, Newcastle, geregtelike verkoop, nl:

Erf 956, Newcastle.

Die eiendom is onverbeterd.

Die verkoopsvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkstraat, Newcastle en is onder andere die volgende:

1. Die eiendom sal deur die Balju van die Landdroshof by wyse van openbare veiling aan die hoogste bieder verkoop word vir kontant maar sodanige verkoping is onderhewig aan bekragtiging deur die vonnisskuldeiser of sy prokureurs binne 10 dae vanaf datum van die verkoping.

2. Die Koper sal 'n deposito betaal van 10% van die koopprys op tekening van die verkoopsvoorwaardes en die balans van die koopprys plus rente teen 18% per jaar vanaf die datum van die verkoping tot op datum van registrasie van transport sal gewaarborg word by wyse van 'n goedgekeurde bank- of bouverenigingwaarborg wat gelewer moet word binne veertien dae vanaf die datum van verkoping.

Gedateer te Newcastle op hede die 15de dag van Januarie 1996.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, 4de Vloer, Unitedgebou, Scottstraat, Newcastle.

Saak No. 4991/95

LANDDROSHOF, NEWCASTLE

DIE PLAASLIKE OORGANGSRAAD VAN NEWCASTLE, Eksekusieskuldeiser, en **V PILLAY,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n Lasbrief vir Eksekusie teen onroerende goed gedateer 8 Desember 1995 word die onder vermelde eiendom om **10:00 op 21 Februarie 1996** in die voorkamer van die Landdroshof, Newcastle, geregtelike verkoop, nl:

Erf 958, Newcastle.

Die eiendom is onverbeterd.

Die verkoopsvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkstraat, Newcastle en is onder andere die volgende:

1. Die eiendom sal deur die Balju van die Landdroshof by wyse van openbare veiling aan die hoogste bieder verkoop word vir kontant maar sodanige verkoping is onderhewig aan bekragtiging deur die vonnisskuldeiser of sy prokureurs binne 10 dae vanaf datum van die verkoping.

2. Die Koper sal 'n deposito betaal van 10% van die koopprys op tekening van die verkoopsvoorwaardes en die balans van die koopprys plus rente teen 18% per jaar vanaf die datum van die verkoping tot op datum van registrasie van transport sal gewaarborg word by wyse van 'n goedgekeurde bank- of bouverenigingwaarborg wat gelewer moet word binne veertien dae vanaf die datum van verkoping.

Gedateer te Newcastle op hede die 15de dag van Januarie 1996.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, 4de Vloer, Unitedgebou, Scottstraat, Newcastle.

Case No. 31059/95

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

In the matter between **NBS BANK LIMITED** (REG. NO. 87/01384/06), Plaintiff, and **HABIBULLAH KHAN, ZUBEIRA KHAN,** Defendants

In pursuance of Judgment in the above action the immovable property listed hereunder shall be sold in execution to the highest bidder without reserve on the **20th February 1996 at 14:00** at the front entrance to the Magistrate's Court, Somtseu Road, Durban:

Sub 26 of Lot 4281, Reservoir Hills, situated in the City of Durban, Administrative District of Durban, Administrative District of Natal, in extent six hundred & fifty-five (655) square metres.

Address: 80 O'Flaherty Road, Reservoir Hills.

Improvements: Brick/tile house comprising of: *Downstairs:* Lounge, entrance hall room. *Floors tiled:* Kitchen with built-in units. Floors/walls tiled. *Kitchenet:* Floor tiled, wash room with cupboards and wash basin, floors/walls tiled, one bedroom carpeted, toilet with wash basin. *Upstairs:* 2 Bedrooms with en-suite, carpeted (shower cubicles, toilet pans, wash basin, floors/walls tiled, two bedrooms with b.i.c., carpeted each with toilet/wash basin, one bedroom carpeted with en-suite (shower cubicle, jacuzzi, toilet, wash basin, prayer room, garage with servant room, toilet, brick wall fence, windows, doors, burglar guards.

Town planning zoning: Special Residential.

The Purchaser shall pay a deposit of 10% of the Purchase Price and the auctioneer's commission in cash immediately after the sale and the Balance to be secured by a bank or building society guarantee within 21 days.

The full conditions of Sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 15 Milne Street, Durban.

Jackson & Ameen, Plaintiff's Attorneys, 5th Floor, Fenton House, Fenton Road, Durban.

Case No. 4293/94

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

In the matter between **X-TEND-A-HOME (PTY) LTD,** Plaintiff, and **MR Z NTSALA,** Defendant

In pursuance of a Judgment in the abovementioned matter, the immovable property listed hereunder will be sold in execution to the highest bidder without reserve on the **16th February 1996 at 10:00** on the Front Entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: Lot 828 Berea West (Ext 7), situated in the Borough of Westville, Administrative District of Natal, in extent 2 176 square metres.

Physical address: 8 Severn Drive, Westville.

Improvements: 1 Brick under tile dwelling with tar driveway, double garage, diningroom, kitchen, toilet, bathroom, en suite toilet, en suite dressing room, 4 bedrooms, T.V. lounge, lounge.

Nothing is guaranteed as regards the above. Full conditions of sale may be inspected at the Sheriff, Pinetown.

Dated at Durban this 16th day of January 1996.

Matthew Laurens Inc., Plaintiff's Attorneys, 16th Floor, Maritime House, Salmon Grove, Durban; c/o Arrow Cars, 6 Glenugie Road, Pinetown. (Ref. Mr Patterson/cd.)

Case No. 2163/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between **NBS BANK LIMITED** No. 87/01384/06, Plaintiff, and **EDWARD TEX REID,** Defendant

In pursuance of a Judgment in the Court of the Magistrate at Port Shepstone and the Warrant of Execution issued pursuant thereto on 25 August 1995, the immovable property described as:

Lot 1542, Margate (Extension No. 3), situated in the Margate Transitional Local Council Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 225 square metres, held under Deed of Transfer No. T10145/94, and situated in Van Zyl Crescent, Margate (Extension No. 3), will be sold in execution on **Friday, 23 February 1996 at 10:00** on the Courthouse steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Messrs Barry, Botha & Breytenbach Inc, the Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of the sale are as follows:

(a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's Conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the Purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's Conveyancers. This guarantee shall be delivered to the Plaintiff's Conveyancers within 14 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 of 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 brick & tile, consisting of open plan lounge, kitchen & dining room, 1 main-on-suit, 2 bedrooms, 1 bathroom, verandah.

Dated at Port Shepstone on this the 9th day of January 1996.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E R Barry/N290/01N209626.)

Case 9183/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA BANK LIMITED** (Number 86/04794/06), Execution Creditor, and **MR THEMBA PATRICK SISHI,** Execution Debtor

In pursuance of judgment granted on the 31 October 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 Monday, the **19th February 1996 at 09:00** at the front entrance to the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: A certain immovable property being: Sub 3 of 387 Briardale, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 380 (three hundred and eighty) square metres.

Postal address: 225 Briardale Drive, Briardale, Newlands.

Improvements: Brick under tile dwelling consisting of: Lounge/diningroom, kitchen, 3 bedrooms, bathroom, toilet.

Town planning: Zoning: Special Residential; Special Privileges: Nil.

Nothing is guaranteed in these respect.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% of the purchase price in cash or by bank guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's Attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more that one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Suite 7 Foresum Centre, 314 Old Main Road, Tongaat, or at our offices.

Dated at Durban this 9 January 1996.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/UA332/027733/Mrs Chelin.)

Case No. 9024/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA BANK LIMITED** (Number 86/04794/06), Plaintiff, and **MR BONGANI CHRISTOPHER NDLOVU,** Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division on the 10 January 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda, district 2, at the front entrance to the Magistrate's Court, Moss Street, Verulam at **09:00 on** Monday, the **19th February 1996** on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, namely:

Sub 94 of Lot 431, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, measuring 680 (six hundred and eighty) square metres, which property is physically situated at 58 Marbleray Drive, Newlands East 4051, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer No. T33261/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of Brick under tile dwelling consisting of lounge, kitchen, 3 bedrooms, bathroom, toilet, carport.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms:

The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18,25% (eighteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 9 January 1996.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/A332/005647/Mrs Chelin.)

Case No. 5715/95

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

In the matter between **ABSA BANK LIMITED,** No. 86/04794/06, Execution Creditor, and **MR GERALD FERDINAND HENNEBERRY,** Execution Debtor

In pursuance of judgment granted on the 23 March 1995, in the Durban Magistrate's Court and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, the **22nd February 1996 at 10:00** in front of the Magistrate's Court, Somtseu Road, Durban, to the highest bidder:

Description: A certain piece of land being Lot 820, Austerville, situated in the City and County of Durban, Province of Natal, in extent three hundred and seventy-two (372) square metres, now known as Lot 820, Austerville, situated in the City of Durban, Administrative District of Natal, in extent three hundred and seventy two (372) square metres.

Postal address: 36 Dromedaris Road, Wentworth, Durban, 4052.

Improvements: Brick under tile dwelling consisting of entrance hall, lounge, kitchen, 3 bedrooms, bathroom/toilet.

Town planning: Zoning: Special Residential; Special Privileges: Nil.

Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% of the purchase price in cash or by a bank guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's Attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.

3. If more that one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 101 Lejaton, 40 St George's Street, Durban, or at our offices.

Dated at Durban this 11 January 1996.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/73/Mrs Chetty.)

Case No. 3219/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **LUNGISA CLIFTON KISIYANA,** Defendant

In execution of a judgment of the Supreme Court of South Africa, Natal Provincial Division, the following immovable property belonging to the abovenamed Defendant, will be sold in execution on the **21st day of February 1996 at 10:00** in front of the Magistrate's Court Office, Barker Street, Kokstand, KwaZulu/Natal to the highest bidder for cash, without reserve:

Lot 781, Bhongweni, Administrative District of Mount Currie, in extent three hundred and seventy-five (375) square metres, held under Certificate of Registered Grant of Leasehold No. 2081/89.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Lot 781, Bhongweni, Mount Currie District.

2. The property has been improved by the construction thereon of a dwelling comprising of a lounge/diningroom, kitchen, 3 bedrooms, bathroom and toilet.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu/Natal during normal office hours.

Dated at Pietermaritzburg this 22nd day of December 1995.

Austen Smith, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/vmh/myb/lcb/45/S0213/B4.)

Case No. 1326/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **Derek Rodney Greenhough,** Defendant

In execution of a judgment of the Supreme Court of South Africa, Natal Provincial Division, the following immovable property belonging to the abovenamed Defendant, will be sold in execution on the **23rd day of February 1996 at 10:00** at the Magistrate's Court, 77 Gladstone Street, Dundee, KwaZulu/Natal to the highest bidder for cash, without reserve:

Lot 4335, Dundee, situated in the Borough of Dundee and in the Thukela Joint Services Board Area, Administrative District of Natal, in extent eight thousand and ninety-four (8 094) square metres.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 29 Union Street, Dundee, KwaZulu/Natal.

2. The property has been improved by the construction thereon of a dwelling comprising of an entrance hall, lounge, dining room, family room, kitchen, four bedrooms, two bathrooms, billiard room, breakfast room, conservatory.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu/Natal during normal office hours.

Dated at Pietermaritzburg this 22nd day of December 1995.

Austen Smith, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. PRJD/vmh/myb/lcb/45/S0286/B5.)

Case No. 7531/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **STANDARD BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **DHANABALAN GOVENDER,** First Defendant, and **PRIYABASHNEE GOVENDER,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, Moss Street, Verulam, at **09:00 on Monday the 19th February, 1996:**

Description Lot 1880, Tongaat (Extension No. 15), situated in the Township of Tongaat, Administrative District of Natal, in extent six hundred and eighty (680) square metres, held under Deed of Transfer No. T5884/1980, physical address, 6 Watsonia Road, Watsonia, Tongaat, Natal. *Zoning:* Special Residential.

The property consists of the following: Brick under tile dwelling with water and lights comprising: *Upstairs:* 3 Bedrooms, 1 ensuite, 1 kitchen, 1 lounge, 1 diningroom, 1 toilet and bathroom. *Downstairs:* 1 Bedroom, 1 lounge, 1 kitchen, 1 toilet and bathroom. The outbuildings comprise 1 double garage and there is also a swimming pool, fully fenced.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's Attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

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

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J A Allan/S.7893/mvr.)

Case No. 9166/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA BANK LIMITED** (No. 86/04794/06), trading as United Bank, Plaintiff, and **Moyra Robinson,** Defendant

In pursuance of a judgment granted on 31 October 1995, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on **19 February 1996 at 09:00,** at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: A unit consisting of:

(a) Section No. 51, as shown and more fully described on Sectional Plan SS18/1980, in the scheme known as Chartwell Centre in respect of the land and building or buildings situated at Umhlanga Rocks of which the floor area, according to the said sectional plan is 84 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 plan, held under Deed of Sectional Transfer ST4158/1992.

Street address: Flat 601, Chartwell Centre, 15 Chartwell Drive, Umhlanga Rocks.

Improvements: Brick under tile sectional title unit comprising of: Kitchen (Tiled & has B.I.C); Diningroom; Lounge; 1 Bedroom; Bathroom; Toilet (Tiled); Main Bedroom (En-suite, B.I.C, Carpeted).

Town planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda Area 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

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

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. A0038/384/JR/cc.)

Case No. 7564/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA BANK LIMITED** No. 86/04794/06, trading as Allied Bank, Plaintiff, and **SHAIK SULEMAN SULTAN,** Defendant

In pursuance of a judgment granted on the 18th October, 1995, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on the **19th February, 1996 at 9 a.m.** at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description:

A unit consisting of:

(a) Section No. 13, as shown and more fully described in Sectional Plan SS269/91, in the scheme known as Camarque, in respect of the land and building or buildings, situated at: Umdloti, in the Local Authority Area of Umdloti, of which section the floor area according to the sectional plan is 87 (eighty-seven) square metres in extent, and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Sectional Transfer SB1288894.

Street address: Flat No. 33, Camarque, North Beach Road, Umdloti.

Improvements: Sectional unit: Brick under tile water & lights comprising of: Main Bedroom (BIC) carpeted & En-suite; Bedroom with (BIC) carpeted; Kitchen (BIC) Tiled—Hob & Oven; Lounge; Bathroom & Toilet Tiled; 3rd Room converted into change room (BIC) & carpeted.

Town planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (Bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda District Two, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

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

A. L. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. A0038/349/JR/cc.)

Case No. 4949/95

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 **MARTIN JACOBUS ENGELBRECHT,** 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 **16th February, 1966:**

Description: Section No. 68 as shown and more fully described on Sectional Plan No. SS 605/94, in the scheme known as St James, 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 38 (thirty-eight) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer No. ST 22205/94; physical address 64 St James, corner of Sarnia and Cliffview Roads, Bellair, Natal, zoning Special Residential.

The property consists of the following: Ground floor flat comprising 1 lounge, 1 bedroom, 1 bathroom, 1 toilet, 1 kitchen, 1 dressing room and 1 shower. Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban, Natal.

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

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8650/mvr.)

Case No. 728/95

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

In the matter between **KWAZULU FINANCE & INVESTMENT CORP. LTD,** Plaintiff, and **MUSAWENKOSI AGRIPPA LINDA,** Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on the **20th February 1996 at 09:00** at the Magistrate's Court, Mtunzini:

1. (a) *Deeds office description:* Ownership Unit No. J345, situated in the Township of Esikhawini, District Ongoye, in extent 338 (three hundred and thirty-eight) square metres.

1. (b) *Property description (not warranted to be correct):* Single storey block under asbestos roof dwelling comprising of lounge, kitchen, two bedrooms, and bathroom. The property is fully electrified and on main sewerage. The property is zoned Residential.

2. The conditions of sale may be inspected at the Sheriff's Office, 8 Hulley Road, Mtunzini.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Our Ref. Mr De Ridder/aeh/251/95 (05/K771/251).]

Case No. 521/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between **KWAZULU FINANCE & INVESTMENT CORP. LTD,** Plaintiff, and **INNOCENT S MDLALOSE,** Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on the **20th February 1996 at 10:00** at the Nqutu Magistrate's Court, Nqutu:

1. (a) *Deeds office description:* Ownership Unit No. B467, situated in the Township of eMondlo, District Nqutu.

1. (b) *Property description* (not warranted to be correct): Single storey stocks under I.B.R. roof dwelling comprising of lounge, diningroom, kitchen, three bedrooms and bathroom. The property is fully electrified and on main sewerage. The property is zoned Residential.

2. The conditions of sale may be inspected at the Sheriff's Office, Old Savoy Bioscope Building, 58 Gladstone Street, Dundee, 3000.

Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. [Our Ref: Mr De Ridder/aeh/552/94 (05/K600/552).]

Case No. 1830/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA BANK LIMTED**, No. 86/04794/06, t.a. ALLIED BANK, Plaintiff, and **PRASHEEN MUNN,** Defendant

In pursuance of a judgment granted on the 12th April, 1995, in the Court of the Magistrate, Verulam and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on the **19th February, 1996 at 09:00** at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: Sub 28 of Lot 89, Ottawa, situated in the Development Area of Ottawa and in the Port Natal—Ebhodwe Joint Service Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 8 212 (eight thousand two hundred and twelve) square metres, street address 89 Munn Road, Ottawa, Verulam.

Improvements: Brick under tile dwelling with water and lights comprising of 3 bedrooms, carpeted, 1 lounge—tiled, 1 kitchen, 1 diningroom, 1 toilet, 1 bath. Outbuilding: 1 garage, 2 rooms, 1 toilet & bath. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

Town Planning Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Court 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, Inanda District 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 16th day of January, 1996.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (A0038/301/JR/cc.)

Case No. 141/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between **ABSA BANK LIMITED**, No. 86/04794/06, t.a. ALLIED BANK, Plaintiff, and **GODFREY BONGANI CELE**, Defendant

In pursuance of a judgment granted on the 14th February, 1995, in the Court of the Magistrate, Verulam and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on the **19th February, 1996 at 09:00** at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 480, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, in extent 284 (two hundred and eighty-four) square metres, street address 211 Slinger Road, Newlands East.

Improvements: Brick under tile dwelling with water and lights comprising of 2 bedrooms, 1 lounge, 1 kitchen, 1 toilet & bathroom. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

Town Planning Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944 as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to he 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 and the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda Area Two, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 16th day of January 1996.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (A0038/538/JR/cc.)

Case No. 744/95

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

In the matter between **FIRST NATIONAL BANK OF SOUTH AFRICA LIMITED,** Plaintiff, and **MR GERALD ROBERT DUNN,** First Defendant, **MRS DOREEN DUNN,** Second Defendant

Pursuant to a judgment in the above Honourable Court and a writ of execution dated 24 October 1995 a sale by Public Auction will be held in front of the Magistrate's Court Building, Mtunzini, on **Tuesday, 20 February 1996 at 09:00**, whereby the following property will be sold to the highest bidder namely:

Sub 48 of Reserve No. 7A No. 15826, situated in the Regulated Area of Mangete, Administrative District of Natal, in extent forty comma four six eight six (40,4686) hectares. Held by virtue of Deed of Transfer No. T5105/1981 and subject to the conditions therein contained.

The conditions of sale which will be read immediately before the sale commences, are lying for inspection at the offices of the Sheriff of the Magistrate's Court, 8 Hulley Avenue, Mtunzini. The most important conditions thereon being the following:

Conditions:

1. The property will be sold by the Sheriff, Mtunzini, on public auction to the highest bidder but such sale shall be subject to the conditions stipulated in terms of section 66 (2) of Act 32 of 1944, as amended.

2. The purchaser shall pay a deposit of 10% (ten percent) of the purchase price in cash or by bank-guaranteed cheque immediately after the sale and the balance of the purchase price together with interest in terms of the judgment, shall be paid by a secured bank or building society guarantee approved by the Plaintiff's attorneys to be furnished to the Sheriff of the Court of the Auctioneer within fourteen (14) days after the sale.

Dated at Mandini on this the 19th day of January 1996.

J. C. Papenfus & Associates, Plaintiff's Attorneys, Suite 13, Old Mutual Centre, Long Street, Mandini. Tel. 032-4562284.

Case No. 1060/95

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

In the matter between **VALVERITE CC,** Execution Creditor, and **DAVID LINDSAY SHARP,** Execution Debtor

In pursuance of a Judgment of the Magistrate's Court at Pietermaritzburg dated 19 April 1995, the following immovable property will be sold in execution on **Friday, 23 February 1995 at 11:00** at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Lot 1169, Hilton, Extension 10, situated in the Hilton Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 2 238 (Two Thousand Two Hundred and Thirty-Eight) square metres.

The following information is furnished regarding the property, but is not guaranteed:

1. The property is situated at 24 Monzali Road, Hilton Gardens, Hilton, KwaZulu/Natal.

2. Upon the property are the following improvements: A dwelling house constructed of face and plastered brick under concrete tile roof cinsisting of 3 bedrooms, 1 bathroom, open-plan lounge-diningroom, kitchen. Outbuildings (attached to main dwelling) 1 double garage.

Material conditions of sale:

The Purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court at Pietermaritzburg within 14 (fourteen) days of the date of the sale.

The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, KwaZulu/Natal.

Dated at Pietermaritzburg on the 22 day of December 1995.

Hathorn Cameron & Company, Attorneys for Execution Creditor, 225 Church Street, Pietemaritzburg. (Ref. P. Hay/12-V0013-94.)

Case No. 2250/95

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

In the matter between **NBS BANK LIMITED,** Plaintiff, and **JABULANE JACOB MLOTSHWA,** Defendant

In pursuance of a Judgment of the Court of the Magistrate of Newcastle and a writ of execution dated the 7th day of November 1995 the undermentioned property will be sold in execution on the **21st day of February 1996 at 10:00** at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Lot No. 4653, Newcastle (Extension no. 23), situated in the Borough of Newcastle, Province of Natal, measuring 2 020 square metres.

The property is improved, but nothing is guaranteed. The Conditions of Sale may be inspected at the office of the Sheriff of the Magistrate's Court, at 36 York Road, Newcastle.

The Conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the Deed of Grant.

Dated at Newcastle this 12th day of November 1995.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, 80 Harding Street, Newcastle.

Case No. 9768/94

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 **ROSEMARY HELEN WIGGISHOFF,** First Defendant, and **SERGE CAMPBELL LAURITZ WIGGISHOFF,** Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under Writ of Execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, at **10:00 on Friday the 16th February 1996:**

Description: Lot 337, Hillcrest, situated in the Township of Hillcrest and in the Port Natal/Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent 8 308 square metres [formerly Sub 27 (a Sub of 7) of the Farm Albany No. 13970 but renamed vide I 8666/894 LG], held under Deed of Transfer No. T 24212/1980.

Physical address: 21 Westriding Road, Farm Albany, Hillcrest, Natal.

Zoning: Special residential.

The property consists of the following: Double storey brick under slate roof dwelling comprising an entrance hall, 1 lounge, 1 diningroom, 1 family room, 1 study, 1 kitchen, 1 laundry, 1 pantry, 4 bedrooms, 2 bathrooms/toilets, 1 shower, 1 enclosed verandah and 1 bar.

The outbuildings comprise 2 servant's rooms, 1 toilet, 1 bathroom, 1 storeroom, 1 workshop and 1 kitchen.

There is also a concrete swimming pool.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the Rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's Attorneys.

3. 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 19th day of December 1995.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref: Mr J. A. Allan/S.8094/mvr.)

Case No. 6179/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **WINDERLEIGH CLOSE CORPORATION CK 91/06,** Plaintiff, and **NAOMI PAULA HAGERMAN,** Defendant

In pursuance of 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 in execution on the **23rd day of February 1996, at 10:00** on the steps of the Supreme Court, Masonic Grove, Durban to the highest bidder:

Property Description: Section No. 22 as shown and more fully described on Section Plan No. SS 377/92 in the scheme known as Avonlea Grove in the local authority area of Durban, of which section the floor area is 157 square metres in extent; and and undivided share in the common property in the scheme apportioned to the said section in accordance with the Participation Quota as endorsed on the said Section Plan, as held under Section Deed of Transfer No. ST 15634/93.

Section No. 24 as shown on Sectional Plan No. SS 377/92 in the scheme known as Avonlea Grove in the local authority area of Durban, of which section the floor area is 16 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 Title Plan, as held under Sectional Deed of Transfer No. ST 15634/93.

Postal Address: 22 Avonlea Grove, Windermere Road, Morningside, Durban.

Improvements: Penthouse consisting of 3 bedrooms:

1 x main bedroom en suit carpeted with open balcony, toilet, shower, bath and washbasin with tiled floor.

1 x bedroom with carpeting and built in cupboards.

1 x bedroom with carpeting, built in cupboards and open balcony.

1 x shower, washbasin and tiled floor.

1 x toilet with wash basin and tiled floor.

1 x lounge with tiled floor, open balcony also with tiled floor.

1 x kitchen with tiled walls and floor.

2 x lock up garages.

Nothing above is guaranteed.

Vacant possession is not guaranteed.

Terms: The sale shall be subject to the terms and conditions of the Supreme Court 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 guarantee to be approved by the Execution Creditor's Attorneys and to be furnished to the Sheriff of the Supreme Court within 14 (fourteen) days after the sale.

2. Transfer shall be effected by the Attorneys for the Plaintiff and the purchaser shall pay all transfer costs, 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.

3. 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 Supreme Court, 15 Milne Street, for Durban North. 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 17th 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.] (Ref. A. Pearse/amb/W98.)

Case No. 62975/95

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

In the matter between **NBS Bank Limited,** Execution Creditor, and **John Henry Wasserman,** Execution Debtor

In pursuance of a Judgment in the above action the immovable property listed hereunder will be sold in execution at **10:00 on 22 February 1996** at the front of the Magistrate's Court, Somtseu Road Entrance, Durban, to the highest bidder.

Description: Sub 8 of Lot 1036, Sea View, situate in the City of Durban, Administrative District of Natal, in extent 1 080 (one thousand and eighty) square metres, subject to the conditions herein contained, situated at 112 Ronald Road, Montclair.

Improvements: A brick under tile dwelling consisting of a lounge/diningroom, kitchen, 3 bedrooms, 2 bathrooms, 1 shower, 2 toilets, 2 garages, servant's quarters with toilet and shower.

NB! Nothing is guaranteed.

Municipal Electricity and Water Supply: Local Authority.

"Vacant Possession" is not guaranteed.

Material conditions of sale:

1. The Purchaser shall pay a deposit of 10% (ten percent) of the purchase price in cash, immediately on the Property being knocked down to the Purchaser; the balance including commission on the sale against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's Attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

2. The Purchaser to pay all costs of transfer and all other outgoing in respect of the property.

3. The Sheriff of the Court shall not be liable for damages, deficiency, error or description of pointing out of the boundaries, pegs or beacons or any other outgoings.

The full Conditions of Sale may be inspected at the office of the Sheriff of the Magistrates' Court, Durban South, 101 Lejaton, 40 St George's Street, Durban, telephone number 301-0091.

Dated at Durban this 22nd day of January 1996.

Chapman Dyer Miles & Moorhead, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/pp/05/N7626/95.)

Case No. 34065/94
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IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **NBS BANK LIMITED,** Execution Creditor, and **SIPHO TIMOTHY NTSHINGILA,** Execution Debtor

In pursuance of a Judgment in the above action the immovable property listed hereunder will be sold in execution on **28 February 1996 at 10:00,** at the main south entrance to the Magistrate's Court, Umlazi (near the National Flag Post), to the highest bidder:

Description: Ownership Unit No. BB668, situated in the Township of Umlazi, District of Umlazi, in extent 470 (four hundred and seventy) square metres, held under Deed of Grant No. G5312/86, situated at BB668 Umlazi.

Improvements: Brick under tile dwelling consisting of 3 bedrooms, 1 bathroom, 1 kitchen, 1 diningroom.

NB! Nothing is guaranteed.

Municipal Electricity and Water Supply: Local Authority.

"Vacant Possession" is not guaranteed.

Material conditions of sale:

1. The Purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the Purchaser, the balance including commission on the sale against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's Attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

2. The Purchaser to pay all costs of transfer and all other outgoing in respect of the property.

3. The Sheriff of the Court shall not be liable for damages, deficiency, error or description of pointing out of the boundaries, pegs or beacons or any other outgoings.

The full Conditions of Sale may be inspected at the office of the Sheriff of the Magistrate's Court, Old Magistrate's Office, Block C, Room 1, Old Township Manager's Office, telephone number 906-1713.

Dated at Durban this 22nd day of January 1996.

Chapman Dyer Miles & MoorheadAttorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/pp/05/N5133/94.)

Case 70638/95

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

In the matter between **NBS Bank Limited,** Execution Creditor, and **Violet June Burns,** Execution Debtor

In pursuance of a Judgment in the above action the immovable property listed hereunder will be sold in execution on **22 February 1996 at 10:00,** at the front of the Magistrate's Court, Somtseu Road entrance, Durban, to the highest bidder:

Description: Sub 87 of Lot 156 Bluff, situated in the City of Durban, Administrative District of Natal, in extent 940 (nine hundred and forty) square metres held under Deed of Transfer No. T7327/94 subject to the conditions therein contained, situated at 15 Kings Rest Road, Bluff, Durban.

Improvements: A brick under tile dwelling consisting of 3 bedrooms, main bedroom en suit, 1 toilet, 1 bathroom, lounge, diningroom, kitchen, garage and outside toilet.

NB! Nothing is guaranteed.

Municipal Electricity and Water Supply: Local Authority.

"Vacant Possession" is not guaranteed.

Material conditions of sale:

1. The Purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the Property being knocked down to the Purchaser, the balance including commission on the sale against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's Attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

2. The Purchaser to pay all costs of transfer and all other outgoing in respect of the property.

3. The Sheriff of the Court shall not be liable for damages, deficiency, error or description of pointing out of the boundaries, pegs or beacons or any other outgoings.

The full Conditions of Sale may be inspected at the office of the Sheriff of the Magistrates' Court, Durban South, 101 Lejaton, 40 St George's Street, Durban, telephone number 301-0091.

Dated at Durban this 22nd day of January 1996.

Chapman Dyer Miles & Moorheas, Attorneys for Execution Creditor, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/pp/05/N7774/95.)

Saak No. 5004/95

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

DIE PLAASLIKE OORGANGSRAAD VAN NEWCASTLE, Eksekusieskuleiser, en **AMOD ISMAIL,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n Lasbrief vir Eksekusie teen onroerende goed gedateer 6 Desember 1995 word die ondervermelde eiendom om **10:00 op 21 Februarie 1996** in die voorkamer van die Landdroshof, Newcastle, geregtelik verkoop, nl.:

Erf 953, Newcastle.

Die eiendom is onverbeterd.

Die verkoopsvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkstraat, Newcastle en is onder andere die volgende:

1. Die eiendom sal deur die Balju van die Landdroshof by wyse van openbare veiling aan die hoogste bieder verkoop word vir kontant maar sodanige verkoping is onderhewig aan bekragtiging deur die vonnisskuldeiser of sy prokureurs binne 10 dae vanaf datum van die verkoping.

2. Die Koper sal 'n deposito betaal van 10% van die koopprys op tekening van die verkoopsvoorwaardes en die balans van die koopprys plus rente teen 18% per jaar vanaf die datum van die verkoping tot op datum van registrasie van transport sal gewaarborg word by wyse van 'n goedgekeurde bank- of bouvereniging waarborg wat gelewer moet word binne veertien dae vanaf die datum van verkoping.

Gedateer te Newcastle op hede die 15de dag van Januarie 1996.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, 4de Vloer, Unitedgebou, Scottstraat, Newcastle.

Case No. 8292/92

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

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **NQUTU WHOLESALERS (PTY) LTD,** 1st Defendant

On the **20 February 1996 at 10:00** the undermentioned property will be sold in execution at the Magistrate's Office, Nqutu:

Certain Erven 57 & 59, Nqutu, in the Administrative District of Natal.

Improvements (not warranted to be correct): Consisting of various buildings currently used for the following commercial and other activities.

	Description	*Approximate floor area*
Lot 59:	House	67 square metres.
	Restaurant/food outlet	368 square metres.
	Warehousing	576 square metres.
Lot 57:	Butchery	77 square metres.
	Miscellaneous rooms	117 square metres.
	Fruit and muti shop	211 square metres.
	Servants rooms	83 square metres.

1. The sale shall be without reserve, and the property shall, subject to the Magistrate's Court 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 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. This 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.

6. The erven will be auctioned together and should same not be sold, they will thereafter be auctioned separately.

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

Dated at Boksburg on this the 14 December 1995.

Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Ref. Mrs Pinheiro/H547.)

Case No. 11509/95

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

In the matter between **KOOGARAJAN PATHER,** Execution Creditor, and **RUBY PATHER,** Execution Debtor

In pursuance of a judgment granted on the 11th day of July 1995, in the magistrate's Court, Pietermaritzburg and under Writ of Execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on **Friday, the 23rd day of February 1996 at 11:00 a.m.** at the Sheriff's Sale Room, 277 Berg Street, Pietermaritzburg:

Description a one-half share in and to Lot 3, Panorama Gardens, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu/Natal, in extent three hundred and fifty-one (351) square metres, postal address, 77 Navan Boulevard, Panorama Gardens, Pietermaritzburg.

The property consists of land improved by the erection of a dwelling house built of brick under tile comprising lounge/dining-room, kitchen, three bedrooms and full bathroom.

The sale shall be subject to the terms and conditions of the Magistrate's Court Act and the rules made thereunder and the full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg, this 15 day of January 1996.

Stowell & Co., for G. J. Campbell, Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Saak No. 5003/95

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen **DIE PLAASLIKE OORGANGSRAAD VAN NEWCASTLE,** Eksekusieskuldeiser, en **AMOD ISMAIL,** Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 6 Desember 1995 word die onder vermelde eiendom om **10:00 op 21 Februarie 1996** in die voorkamer van die Landdroshof, Newcastle geregtelik verkoop, nl:

Erf 950, Newcastle.

Die eiendom is onverbeterd.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkstraat, Newcastle en is onder andere die volgende:

1. Die eiendom sal deur die Balju van die Landdroshof by wyse van openbare veiling aan die hoogste bieder verkoop word vir kontant maar sodanige verkoping is onderhewig aan bekragtiging deur die vonnisskuldeiser of sy prokureurs binne 10 dae vanaf datum van die verkoping.

2. Die koper sal 'n deposito betaal van 10% van die koopprys op tekening van die verkoopvoorwaardes en die balans van die koopprys plus rente teen 18% per jaar vanaf die datum van die verkoping tot op datum van registrasie van transport sal gewaarborg word by wyse van 'n goedgekeurde bank- of bouvereniging waarborg wat gelewer moet word binne veertien dae vanaf die datum van verkoping.

Gedateer te Newcastle op hede die 15de dag van Januarie 1996.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, 4de Vloer, Unitedgebou, Scottstraat, Newcastle.

Case No. 1630/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA BANK LIMITED** (Number 86/04794/06), Plaintiff, and **Mr VIMAL RAMDEYAL,** 1st Defendant, **MRS SHYRA RAMDEYAL,** 2nd Defendant

In execution of a Judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division on the 9 May 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda, District 2 at the front entrance to the Magistrates Court, Moss Street, Verulam at **09:00 on Monday, the 19th February 1996** on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at Suite 7 Foresum Centre, 314 Old Main Road, Tongaat, namely:

Sub 5 of Lot 326 Briardale, situate in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 290 square metres, which property is physically situate at 6 Wandale Place, Briardale, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer No. T20714/86.

Improvements:

Without constituting a warranty of any nature, the property has been improved by the erection thereon of Block under tile dwelling consisting of: Lounge, diningroom, kitchen, 4 bedrooms, 2 × bathroom/toilet, toilet, carport.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms:

The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16.25% (sixteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 9 January 1996.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.) (Ref. CMK/U097/011959/Mrs Chelin.)

Case No. 45558/94

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

In the matter between **ENOCK MAJOLA**, Execution Creditor, and **SHEIK HAMID KASSIM,** Execution Debtor

In pursuance of a judgment granted on the 14th July 1995 in the Durban Magistrate's Court and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on **Friday the 8th day of March 1996** at **10:00** at the front entrance to the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder.

Description:

Ownership Unit Number 101 Avoca Hills, District of Durban in extent 656 square metres, represented and described on General Plan Number 789/1847 by virtue of Deed of Grant, Registered No. T20116/88.

Physical address:

9 Edenderry Road, Avoca Hills.

Improvements:

Dwelling comprising four (4) bedrooms, lounge, dining room, two (2) toilets, two (2) bathrooms, fencing, electricity and water facilities.

Towing Planning Zoning: Residential.

Special Privileges: Nil.

Nothing is guaranteed in the above respects..

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder. The property is sold "voetstoots" and nothing in respect thereof is guaranteed.

2. The Purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a Bank or Building Society guarantee, to be furnished to the Execution Creditor's Attorneys within 14 (fourteen) days after the date of sale, to be approved by the Execution Creditor's Attorneys.

3. The Purchaser shall be liable for payment of interest at the rate of 18.50% per annum to the Execution Creditor and to the Bondholder/s at a prescribed rate of interest per annum on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer, both days inclusive.

4. Transfer shall be effected by the Attorneys for the Execution Creditor and the Purchaser shall pay all 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 Execution Creditor's Attorneys.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Inanda Area 1,2 Mount View Shopping Centre, corner of Inanda & Jacaranda Roads, Verulam.

6. Payment of Value Added Tax, which may be applicable in terms of Act No. 38 of 1991 shall be borne by the Purchaser.

7. The Purchaser agrees that there is no obligation on the Execution Creditor or Sheriff to furnish an Electrical Installation Certificate of Compliance issued under the Regulations in terms of the Occupational Health and Safety Act of 1933 or any amendment thereof. The Purchaser will be obliged at his own cost, to obtain such certificate as from the date of occupation or registration, whichever is the earlier.

Dated at Durban this 18th day of January 1996.

John Sibiya, Jabulani Masinga & Partners, Execution Creditor's Attorneys, 207 Queen City, 54 Queen Street, Durban, 4001. [Mr Kunene/mbs/V 126 (709)].

Case 570/95

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

In the matter between **NBS BANK LIMITED,** Plaintiff, and **SIBUSISO ABNER DUBE,** Defendant

In pursuance of a judgment granted on the 1st September 1995 in the above Court, and a Writ of Execution issued thereafter, the immovable property listed hereunder shall be sold in Execution, to the highest bidder on the **20th day of February 1996 at 09:00** at the Magistrate's Court, Mtunzini:

1. (a) *Deeds Office Description:* Site H 2288, Esikhawini, situated in the Township of Esikhawini, District of Ongoye, measuring in extent 364 (Three Hundred and Sixty Four) square metres.

1. (b) *Street Address:* H2288, Esikhawini Township.

1. (c) *Improvements* (not warranted to be correct): Single storey brick under tile dwelling consisting of a lounge, diningroom, kitchen, three bedrooms, one bathroom and a grage.

1. (d) *Zoning/Special Privileges or Exemptions:* Special Residential Zoning, no special privileges or exemptions.

2. The Conditions of Sale may be inspected at the office of the Sheriff of the Magistrate's Court, 8 Hulley Street, Mtunzini.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 19th day of January 1996.

Schreiber Smith Attorneys, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/kr/09/N9070/95.)

Case 1984/94

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 **XOLANI MBANGI,** Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under Writ of Execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve in front of the Magistrate's Offices, Barker Street, Kokstad, Natal, at **10:30** on **Wednesday,** the **21st of February, 1996:**

Description: Lot 936, Bhongweni, Administrative District of Mount Currle in extent 293 (two hundred and ninety-three) square metres and held under Certificate of Registered Grant of Leasehold No. TL1553/93.

Physical address: Stand 936 Bhongweni, Kokstad, Natal.

Zoning: Special Residential.

The property consists of the following:

1 Brick under Tile Dwelling consisting of 1 × Lounge, 1 × Kitchen, 3 × Bedrooms, 1 × Bathroom with Toilet.

Outbuildings: 1 × Garage.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the Rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's Attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or Value-Added Tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Kokstad, Weltevreden, 71 Hope Street, Kokstad, Natal.

Dated at Durban this 12th day of January 1996.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mr J. C. Jones/cd/notice.mba.)

Case 498/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOUNT CURRIE HELD AT KOKSTAD

In the matter between **Borough of Kokstad,** Plaintiff, and **M. J. NGUBO,** Defendant

In pursuance of a judgment granted on the 25th August 1995 in the Court of the Magistrate, Kokstad, and under a Writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on the **1st March 1996 at 10:00** in front of the Magistrate's Court, Kokstad to the highest bidder:

Description: Erf 1124, Kokstad, situated in the Administrative District of Mount Currie, in extent one thousand three hundred and thirty-four (1 334) square metres.

Improvements: 3 bedroomed house, kitchen, lounge, dining-room, 2 bathrooms one en suite, games room, lock-up garage.

Town Planning: Residential.

Nothing is guranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.

2. The Purchaser shall pay a deposit of 10% of the purchase price in cash or by a Bank guaranteed cheque at the time of the Sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's Attorneys to be furnished to the Court Sheriff within fourteen (14) days after date of sale.

The full conditions may be inspected at the offices of the Sheriff of the Court, Kokstad, or at our offices.

Eagle Barnes & Heyns, Plaintiff's Attorneys, 90 Main Street, Kokstad.

Case 1438/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **ABSA BANK LIMITED T/A TRUST BANK AND VOLKSKAS BANK,** Plaintiff, and **GOVINDAMMA PILLAY,** Defendant

In pursuance of a Judgment in the Supreme Court of South Africa, Durban and Coast Local Division, dated 9th September 1994, and a Warrant of Execution issued thereafter, the immovable property listed hereunder will be sold in execution, by the Sheriff for the Supreme Court, Durban North, on Friday, the **23rd day of February 1996 at 10:00** on the steps of the Supreme Court, Masonic Grove, Durban to the highest bidder without reserve.

Property description: Sub 47 of Lot 316, Duiker Fontein, situated in the city of Durban, Administrative District of Natal, Province of Kwazulu-Natal, in extent 680 (six hundred and eighty) square metres.

Improvements: None (Vacant land).

Physical address: 17 Greyridge Road, Effingham Heights, Durban.

Town Planning Zoning: Vacant land.

Material conditions and terms:

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 Sheriff within 14 (fourteen) days after the date of sale, to be approved by the Execution Creditor's Attorneys.

3. Payment of Value-added Tax which may be applicable in terms of Act 89 of 1991, shall be born by the Purchaser.

4. The Purchaser shall be liable for the payment of interest to the Execution Creditor and to the Bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs, (if any) taxes, levies and other charges necessary to effect transfer on request by the said attorneys. The Court Sheriff shall not be obliged to point out any boundaries, pegs or beacons in respect of the property.

6. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban North, 15 Milne Street, Durban.

Dated Durban the 17th day of January 1996.

Jacobs & Partners, Plaintiff's Attorneys, 1401 Escoval House, 437 Smith Street, Durban. (Ref. PDJ/BS/A94:19.)

Case No. 2734/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter berween **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED,** Plaintiff, and **SUBBA NAIDOO T/A NOMADIC ENGINEERING,** Defendant

In pursuance of a Judgment granted on the 20 Septemter 1994, in the Court of the Magistrate, Stanger and under a Writ of Execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on the **8 March 1996, at 10:00** at the front entrance to the Magistrate's Court, Stanger.

Description: Lot 51, Townview, situated in the Kwa-Dukuza/Stanger Transitional Local Council area, Administrative District of Natal, Province of Kwazulu-Natal, in extent 3 861 (three thousand eight hundred and sixty-one) square metres.

Street address: 29 Court Drive, Townview, Stanger.

Improvements: Vacant land.

Material conditions:

1. The property shall be sold without reserve to the highest bidder in terms of the Magistrate's Court rules.

2. The Purchaser shall pay a deposit of 10% of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a Bank guarantee within twenty-one (21) days.

The full Conditions of Sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Couper Street, Stanger.

P. Beesham & Company, Plaintiff's Attorneys, Shop 3, Beesham Centre, 140 Rood Street, Stanger. (Ref. PB/RM/COLL/F 15.)

Case No. 1872/92

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

In the matter between **NEDCOR BANK LIMITED,** Plaintiff, and **NICHOLAS PETER CELE,** Defendant

In pursuance of a judgment in the above matter and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on **21 February 1996 at 10:00,** by the main South entrance to the Magistrate's Court, Umlazi (near the National and Kwazulu Flag Post) to the highest bidder:

Description: Ownership Unit No. BB 346 in the Township of Umlazi, District Umlazi in extent 465 square metres, represented and described on General Plan No. 409/1984 held under Deed of Grant No. G727/87, signed at Ulundi on 22/1/87.

Physical address: BB 346 Umlazi.

Improvements: Single storey brick under tile dwelling comprising 3 × bedrooms, 1 × bathroom, 1 × kitchen, 1 × diningroom, electricity (the nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots).

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% of the purchase price in cash or by bank guaranteed cheque at the time of the sale, the balance against transfer is to be secured by a bank or building society guarantee to be furnished within fourteen (14) days after the sale.

The full conditions may be inspected at the office of the Sheriff, Umlazi, or at the offices of Strauss Daly Inc.

Dated at Durban this 22 January 1996.

Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs D. Varty/N0183/168.)

Case No. 5574/1993

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

In the matter between **RIVER GARDENS BODY CORPORATE,** Execution Creditor, and **D. NAIDOO,** Execution Debtor

In pursuance of a judgment in the Court of the Magistrate, dated 2nd March 1994, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on the **1st March, 1996 at 10:00** to at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, by the Sheriff of the Magistrate's Court Pinetown, to the highest bidder:

Property description: Unit No. 9, Sub. 3268, Ext. 18, River Gardens.

Postal address: Flat 9, River Gardens, 172 Pemary Ridge, Reservoir Hills.

Improvements: Main building: Brick under tile double storey duplex comprising of three bedrooms, lounge cum dining-room, open plan kitchen, separate bathroom and toilet, courtyard and carport. Outbuilding.

1. The purchaser shall pay a deposit of ten per cent of the purchase price in cash immediately after the sale.

2. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee by the execution creditor's attorneys and to be furnished within fourteen (14) days after date of sale.

3. The purchaser shall be liable for the payment of interest at the rate of 15.5 per cent per annum to the execution creditor's attorneys from date of sale to date of registration of transfer.

4. Transfer shall be effected by the Attorneys for execution creditor and the purchaser shall pay all transfer costs, including duty, current rates, taxes and other charges necessary to effect transfer, on request by the said attorneys.

5. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court.

Dated at Durban this 18th day of January 1996.

RAJ Bodasing, M. A. Singh and Co., 157 Stamfordhill Road, Morningside, Durban. (Refer: Mr S. Pather/PM/R634.)

ORANGE FREE STATE
ORANJE-VRYSTAAT

Saak No. 2580/1993

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje Vrystaatse Provinsiale Afdeling)

In the saak tussen **UNITED BANK,** Eiser, en **J. MOKALOSI,** 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, Tulbach-ingang, Heerenstraat, Welkom, op **Vrydag, 16 Februarie 1996 om 11:00,** 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 5200 geleë in Thabong, distrik Welkom, groot 260 (tweehonderd-en-sestig) vierkante meter soos aangedui op Algemene Plan No. L549/1983 en gehou kragtens Sertifikaat van Geregistreerde Huurpag No. TL4023/1988 geregistreer op 11 Oktober 1988.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woning met 'n sitkamer, 3 slaapkamers, kombuis, badkamer/toilet en 'n enkel motorafdak.

Terme: Die koper sal 10% van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouvereniging waarborg binne veertien (14) dae na afloop van die veiling.

I. Sansom, vir Claude Reid Ingelyf, Prokureur vir Eiser, Unitedgebou, Sesde Verdieping, Maitlandstraat, Bloemfontein. [Tel. (051) 479881.] (Verw. IS/SMC/W21947.)

Saak No. 3586/1992

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje Vrystaatse Provinsiale Afdeling)

In the saak tussen **UNITED BANK,** Eiser, en **J. VAN WYK,** Eerste Verweerder, **B. Y. 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, Tulbach-ingang, Heerenstraat, Welkom, op **Vrydag, 16 Februarie 1996 om 11:00,** 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 764 (Uitbreiding 6) geleë in die dorpsgebied van Bronville, distrik Ventersburg, ook bekend as Oosstraat 8, Bronville, Welkom, groot 483 (vierhonderd drie-en-tagtig) vierkante meter, onderworpe aan sekere serwitute en voorwaardes; en gehou kragtens Transportakte No. T4828/1990 geregistreer op 5 Junie 1990.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woonhuis met 'n sitkamer, 3 slaapkamers, kombuis, badkamer, aparte toilet en motorafdak.

Terme: Die koper sal 10% van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouvereniging waarborg binne veertien (14) dae na afloop van die veiling.

I. Sansom, vir Claude Reid Ingelyf, Prokureur vir Eiser, Unitedgebou, Sesde Verdieping, Maitlandstraat, Bloemfontein. [Tel. (051) 479881.] (Verw. IS/SMC/W21499.)

Saak No. 20335/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK,** Eiser, en **MNR. EDWARD WATSON,** Verweerder

Ingevolge 'n Vonnis gedateer 13 November 1995 en 'n Lasbrief vir Eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op **Vrydag, 23 Februarie 1996 om 10:00,** te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere gedeelte bekend as Plot 2, Estoire, geleë te Bloemspruit, distrik Bloemfontein, groot 4,2827 hektaar, gehou kragtens Transportakte No. T7893/88 en beter bekend as Plot No. 1, De Bloemlaan, Estoire, Bloemfontein.

Verbeterings: 5 Slaapkamer Woonhuis met ingangs-portaal, 1 sitkamer, 1 eetkamer, 1 kombuis, 1 badkamer, toilet, motorhuis en stoorkamer.

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 of 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling, die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 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 van Eksekusieskuldeiser, Vyfde Verdieping, L.T. Trust Gebou, Elizabethstraat 7, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 305870.]

Saak No. 1237/1992

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **UNITED BANK,** Eiser, en **L AUCAMP,** Eerste Verweerder, en **H G S AUCAMP,** 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, Tulbach-ingang, Heerenstraat, Welkom, om **11:00 op Vrydag, 16 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 113, geleë in die dorpsgebied Riebeeckstad, distrik Welkom, ook bekend as Robertstraat 6, Riebeeckstad, Welkom, groot 1 623 (eenduisend seshonderd drie-en-twintig) vierkante meter, onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte No. T4800/1988 geregistreer op 13 Mei 1988.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit 'n woonhuis met ingangsportaal, sitkamer, eetkamer, familiekamer, 3 slaapkamers, kombuis, badkamer/toilet, badkamer en aparte toilet en buitegeboue met 'n bediendekamer, toilet en motorafdak.

Terme: Die koper sal 10% van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

Datum: 1996-01-12.

I. Sansom, vir Claude Reid Ingelyf, Prokureur vir Eiser, Sesde Vloer, Unitedgebou, Maitlandstraat, Bloemfontein; Posbus 227, Bloemfontein. [Tel. (051) 4479881.] (Verw. IS/jv/W21115.)

Balju, Welkom.

Case No. 12611/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, **DAVID STEPHANUS VAN DER BERG,** Defendant

A sale in Execution of the undermentioned property is to be held without reserve at Magistrate's Court, Bain Street, Sasolburg, **on Friday, the 15th day of March, 1995 at 10:00:**

Full conditions of sale can be inspected at the Sheriff, Sasolburg, Trust Bank Chambers, Fichardt Street, Sasolburg, and will be read out prior to the Sale.

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

Property: Erf 911, situated in the Town Vaalpark, District Parys, known as 36 Keiskama Street, Vaalpark.

Improvements: Single storey—3 bedrooms, kitchen, lounge, bathroom, diningroom, garage, swimmingpool.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref. Mr B. du Plooy/LVDM/GT 2533.)

Saak No. 3420/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen **UNITED BANK,** Eiser, en **MNR T K MAHENYE,** 1ste Verweerder, en **MEV M M MAHENYE,** 2de Verweerder

Ingevolge 'n vonnis gelewer op die 12 Oktober 1995, in die Kroonstad Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op **8 Maart 1996 om 09:00** te voor die hoofingang van die Landdroshof, Muraystraat, Kroonstad, deur Podium Afslaers, aan die hoogste bieër, met geen reserweprys:

Beskrywing: Perseel Nr. 631, geleë in die dorp Brentpark, distrik Kroonstad, groot vierhonderd nege-en-sewentig (479) vierkante meter, gehou kragtens Akte van Transport TT22341/94.

Straatadres: Van der Ross-straat 15, Brentpark.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit 'n dubbelverdieping teëldakhuis met steenmure.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die Voorwaardes van Verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Murraystraat, Kroonstad.

Gedateer te Kroonstad op hede 16 Januarie 1996.

E. A. Burke, vir Naude Thompson, Du Bruyn & Burke, Reitzstraat 23, Kroonstad, 9499; Posbus 932. (0562-23289.) (Verw. mnr. E. A. Burke/as/204048.)

Saak No. 4154/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **SAAMBOU BANK BEPERK,** Eiser, en **PAULUS JOHANNES VAN ZYL,** Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroskantoor te Warden, om **11:00 op Vrydag 16 Februarie 1996** van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Resterende Gedeelte van Erf 150, geleë in die dorp Warden, distrik Harrismith, groot 465 (vierhonderd vyf-en-sestig) vierkante meter, onderworpe aan sekere serwitute en voorwaardes en gehou kragtens Transportakte No. T3909/1994.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woonhuis met drie slaapkamers, sitkamer, eetkamer, kombuis, enkel badkamer, dubbel motorhuis en lapa.

Terme: Die koper sal 10% van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

Datum: 96-01-11.

S. J. le Roux, Prokureur vir Eiser, Claude Reid Ingelyf, Unitedgebou, Sesde Vloer, Maitlandstraat, Posbus 277, Bloemfontein. (Tel. 051 4479881.) (Verw. CLR/cb/W92801.)

Balju Harrismith.

Saak No. 18121/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **SAAMBOU BANK,** Eksekusieskuldeiser, en **L J VAN WYK,** Eksekusieskuldenaar

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 22 November 1995 en 'n lasbrief vir eksekusie uitgereik teen Verweerder sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieër op sodanige terme en voorwaardes as wat ten tye van die verkoping voorgelees word deur Die Balju, Bloemfontein-Wes, te die perseel geleë te die Landdroskantore, Bloemfontein (Peetlaan-ingang) op **Vrydag, 16 Februarie 1996 om 10:00** in die voormiddag, nl.:

Sekere Deel No. 8, soos getoon en vollediger beskryf op Deelplan SS21/1993 in die skema bekend as An-Las ten opsigte van die grond en gebou of geboue geleë in die dorp en distrik Bloemfontein, groot 76 (ses en sewentig) vierkante meter, gehou kragtens Akte van Transport ST16067/94 (onderworpe aan alle terme en voorwaardes daarin uiteengesit).

Terme: Die koper sal onmiddellik na afloop van die veiling 10% van die koopsom en afslaersgelde aan die Geregsbode van die Hof betaal, in kontant, en sal sekuriteit stel vir die balans van die koopsom deur die verskaffing van 'n aanvaarbare bank- of bouvereniging waarborg binne 'n periode van veertien (14) dae na afloop van die veiling.

Voorwaardes: Volledige verkoopvoorwaardes lê ter insae ten kantore van die Geregsbode van die Hof en te E G Cooper & Seuns, Cooperhuis, St Andrewstraat 157, Bloemfontein waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein hierdie 11de dag van Januarie 1996.

E G Cooper en Seuns, Balju van die Hof, Posbus 27, Bloemfontein. [Tel. (051) 473374/8.) *Datum:* 1996-02-16.

Saak No. 18121/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **SAAMBOU BANK,** Eiser, en **L J VAN WYK,** Verweerder

Geliewe kennis te neem dat bogemelde eksekusieskuldeiser van voorneme is om die eiendom van die eksekusieskuldenaars per openbare veiling te verkoop deur Die Balju van die Landdroshof, Bloemfontein-Wes, op **Vrydag 16 Februarie 1996 om 10:00** te die perseel geleë te die Landdroskantoor Bloemfontein (Peetlaan-ingang), naamlik:

Sekere Deel No. 8, soos getoon en vollediger beskryf op Deelplan SS21/1993 in die skema bekend as An-Las ten opsigte van die grond en gebou of geboue geleë in die dorp en distrik Bloemfontein, groot 76 (ses-en-sewentig) vierkante meter, gehou kragtens Akte van Transport ST16067/94 (onderworpe aan alle terme en voorwaardes daarin uiteengesit).

Geliewe verder kennis te neem dat u hierby opgeroep word om binne tien (10) dae 'n redelike reserweprys vas te stel of skriftelik toe te stem tot die verkoping sonder reserweprys.

Geteken te Bloemfontein hierdie 11de dag van Januarie 1996.

A. J. Venter, vir E. G. Cooper & Seuns, Cooper House, St Andrewstraat 27, Bloemfontein.

Saak No. 1906/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen **ABSA BANK BEPERK voorheen ALLIED BOUVERENIGING BEPERK,** Eksekusieskuldeiser, en **VUYSILE ELIAS PHOSWA,** Eerste Eksekusieskuldenaar, en **MALINTSI RISINA PHOSWA,** Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 19 Julie 1995 en uitgereik in die Landdroshof te Odendaalsrus, sal die reg, titel en belang in en tot die volgende onroerende eiendom verkoop word voor die Landdroskantore, Odendaalsrus, op **16 Februarie 1996 om 9:00:**

Erf 1499, Kutlwanong, distrik Odendaalsrus, Provinsie Vrystaat, groot 311 (drie een een) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag No. TL4744/1988 geregistreer op 9 Desember 1988 en onderworpe aan sodanige voorwaardes, as wat meer volledig sal blyk uit die genoemde Sertifikaat van Geregistreerde Huurpag.

Verbeterings daarop: Woonhuis met sitkamer, kombuis, slaapkamers, badkamer en toilet. (Ten opsigte waarvan geen waarborg gegee word nie).

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aan die hoogste bieder en verder onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant of bank gewaarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 10% per jaar vanaf 17,25% tot datum van registrasie van Transport, sal binne 14 (veertien) dae betaal word of betaling gewaarborg word binne genoemde tydperk deur 'n goedgekeurde bank waarborg.

3. Die volle verkoopvoorwaardes wat deur die Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantore van die Balju van die Landdroshof, Odendaalsrus, nagesien word en indien die inhoud van hierdie advertensie in enige opsig verskil van die terme en voorwaardes van die genoemde verkoopvoorwaardes, sal die verkoopvoorwaardes se terme en voorwaardes voorrang geniet en van toepassing wees op die verkoop van die eiendom.

Grunow Frost & Viljoen, Prokureur vir Eiser, Viljoen Gebou, Odendaalstraat 51, Odendaalrus, 9480. [Tel. (057) 44055/6.]

Saaknommer 1248/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen **PERMANENTE BANK,** Eiser, en **STEPHANUS JOHANNES FOS,** Verweerder

Ingevolge 'n vonnis van die Landdroshof van Harrismith en 'n Lasbrief van Eksekusie gedateer 8 November 1995 sal die volgende eiendom geregtelik verkoop word op **23 Februarie 1996 om 11:00** voor die Landdroskantoor, Harrismith by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Erf 1805 (Uitbreiding 26), geleë in die dorp en distrik Harrismith, groot 1 232 (eenduidend tweehonderd twee en dertig) vierkante meter, gehou kragtens Akte van Transport T2482/91, onderhewig aan voorwaardes vermeld in genoemde Akte van Transport.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Grasdak woonhuis bestaande uit sitkamer, eetkamer, familiekamer, kombuis, vyf slaapkamers, twee badkamers. Daar is ook 'n bediendekwartiere en twee garages.

Die verkoopsvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 19de dag van Januarie 1996.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Wardenstraat 49b, Posbus 22, Harrismith.

Saak No. 10648/1994

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen **SOUTHERN LIFE ASSOCIATION LTD,** Vonnisskuldeiser en **HELENA GERTRUIDA OAKLEY,** Vonnisskuldenaar

Ingevolge 'n Vonnis gelewer op die 31 Oktober 1994, in die Welkom Landdroshof en 'n Lasbrief van Eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op **1 Maart 1996 om 11:00** voor die hoofingang van die Landdroshof, Landdroskantoor, Tulbach Ingang, Welkom, deur CPC Afslaers, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywng: Erf 1383, geleë in die dorpsgebied Doorn, Distrik Welkom, groot een duisend en agt en twintig (1 028) vierkante meter, gehou kragtens Transportakte T3822/1985.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis en buite geboue.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die Voorwaardes van Verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Posbus 1414, Welkom, 9460.

Gedateer te Welkom op hede 16 Januarie 1996.

T. Wolmarans, vir Symington & De Kok, Sonleyri Chambers, 24 Heeren Street, Welkom, 9460, Posbus 2175. ([Tel. (057) 353-3051.]

Saaknommer: 1950/93

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen **UNITED BANK,** Eiser, en **LUKAS EKSTEEN,** 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, Tulbach-ingang, Heerenstraat, Welkom op **Vrydag, 16 Februarie 1996 om 11:00** van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Erf 718 (Uitbreiding 6) geleë in die Dorpsgebied van Bronville, Distrik Ventersburg, ook bekend as Gardenstraat 4, Bronville, Welkom, groot 483 (vierhonderd drie en tagtig) vierkante meter onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte No T10746/1987 geregistreer op 30 Oktober 1987.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit 'n woonhuis met 'n sitkamer, 3 slaapkamers, kombuis, badkamer, aparte toilet en 'n motorhuis.

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. [Tel. (051) 47-9881.] (Verw. IS/SMC/W21897.)

Saak No. 5387/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen **BLOEMFONTEIN PLAASLIKE OORGANGSRAAD,** Eiser, en **PIENAAR G. C. J.,** Verweerder

Ingevolge 'n uitspraak in die Hof van die Landdros van Bloemfontein en 'n Lasbrief vir Geregtelike Verkoping gedateer 24ste November 1995 sal die volgende eiendom op **Vrydag, 1 Maart 1996 om 10:00,** by die Peetlaan Ingang van die Landdroshof, Bloemfontein aan die hoogste bieder geregtelik verkoop word:

Sekere Erf 13242, geleë in die stad en distrik Bloemfontein, groot 1 271 vierkante meter gehou kragtens Akte van Transportnommer 9480/1991 geregisteer op 5 Augustus 1991. (Perseeladres Stapelbergstraat 8, Brandwag, Bloemfontein).

Die volgende verbeterings is aangebring maar niks word gewaarborg nie:

Woonhuis: Bestaande uit 4 slaapkamers, kombuis, sitkamer, eetkamer, 2 badkamers, waskamer.

Buitegeboue: Swembad, motorhuis.

Die verkoopsvoorwaardes lê ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein, Wes Presidentgebou 210, St Andrewstraat 119, Bloemfontein, te kantoorure.

Geteken te Bloemfontein hierdie 19de dag van Januarie 1996.

J. H. Truter, p/a Naudes, 3de Vloer, Trustfonteingebou, Posbus 260, St Andrewstraat 151, Bloemfontein.

Saak 6/1995

IN DIE LANDDROSHOF VIR DIE DISTRIK LADYBRAND GEHOU TE HOBHOUSE

In die saak tussen **CLOVER S A BEPERK,** Eksekusieskuldeiser, en **HENDRIK JOHANNES COETZER en WILHELMINA ADRIANA COETZER,** Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Hobhouse om **11:00 op Vrydag, 16 Februarie 1996,** van die ondervermelde eiendom van die Eksekusieskuldenaar 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:

Erf 621, geleë in die dorp Hobhouse, distrik Ladybrand, Provinsie Vrystaat, groot 42,8266 (twee en veertig komma agt twee ses ses) Hektaar, onderworpe aan sekere serwitute en voorwaardes; en gehou kragtens Akte van Transport No. T. 19209/1994, geregistreer op 23 November 1994.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit:

'n Kaasbrief met buitegeboue, woonhuis, varkhokke en sementdamme.

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.

Balju vir die Landdroshof, Thaba 'Nchu.

Case No. 7224/95

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

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **TSOAKAE MARGARET MABUSA,** Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 25 May 1995 and a Warrant of Execution, the following property will be sold in execution, without reserve subject to the provisions of Section 66(2) of the Magistrate's Court Act, 1944 as amended, to the highest bidder at **11:00 on 22 March 1996** at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely certain:

Certain Erf 2470, situated in the City of Welkom (Bedelia), District Welkom, measuring 833 (eight hundred and thirty-three) square metres, held by the Defendant by Virtue of Deed of Transfer No. T22745/1992, known as 9 Ferdinand Street, Bedelia, Welkom.

Improvements: Residential property with lounge, diningroom, kitchen, 3 bedrooms, 1 bathroom, 1 toilet. *Outbuildings:* 1 garage, 1 servants quarters, 1 toilet: (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrate's Court Act of 1944, as amended, and the Rules promulgated thereunder.

3. The property shall be sold "voetstoots" to the highest bidder.

4. The purchaser shall be liable for and shall pay to the plaintiff's conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts included 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 18th day of January 1996.

M. C. Louw, Attorney for Plaintiff, Daly & Neumann Incorporated, Dalman house, Graaf Street, Welkom, 9459. (Ref. Mr MC Louw/LVR/UN251.)

Case No. 7860/95

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

In the matter between **ABSA BANK LIMITED** (ALLIED), Plaintiff, and **MASEMULA PHILLIP MATHUPA,** First Defendant, **MANARE MIRIAM MATHUPA,** Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 20 June 1995 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944 as amended, to the highest bidder on **12 April 1996 at 11:00,** at the Magistrate's Court, Tulbach Street, Welkom, namely certain:

Certain Erf 11761, Thabong, District Welkom, measuring 331 (three hundred and thirty-one) square metres, held by the Defendants by virtue of Certificate of Registered Right of Leasehold No. TL2111/1988, known as 11761 Thabong, District Welkom.

Improvements: Residential property with lounge, kitchen, 3 bedrooms, 1 bathroom, 1 toilet. Outbuildings: None (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the messenger of 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 23rd day of January 1996.

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9460. (Ref. Mr M. C. Louw/LVR/AL574.)

Case No. 13315/195

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

In the matter between **ABSA BANK LIMITED,** Plaintiff, and **MARIAN ALFRED MATHEBULA,** Defendant

In pursuance of a judgement in the Court of the Welkom Magistrate's Court granted on 7 September 1995 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944 as amended, to the highest bidder on **22 March 1996 at 11:00,** at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely certain:

Certain Erf 23866, situated in the Township Thabong, District Welkom, measuring 242 (two hundred and forty-two) square metres, held by the Defendant by Virtue of Certificate of Registered Grant of Leasehold No. TL12524/1990, known as 23866 Thabong, District Welkom.

Improvements: Residential property with lounge, kitchen, 2 bedrooms, 1 bathroom, 1 toilet. Outbuildings: None (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the district of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the sheriff immediately prior to the sale.

Dated at Welkom on this 23rd 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/UN278.)

Case No. 9051/95

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

In the matter between **ABSA BANK LIMITED (ALLIED),** Plaintiff, and **KHOTSO EDWIN QHALA,** First Defendant, **ADULELENG GETRUDE QHALA,** Second Defendant

In pursuance of a judgement in the Court of the Welkom Magistrate's Court granted on 5 July 1995 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944 as amended, to the highest bidder on **12 April 1996 at 11:00,** at the Magistrate's Court, Tulbach Street, Welkom, namely certain:

Certain Erf 12651, Thabong, District Welkom, measuring 264 (two hundred and sixty-four) square metres, held by the Defendant by Virtue of Certificate of Registered Grant of Leasehold No. TL848/1989, known as 12651 Thabong, District Welkom.

Improvements: Residential property with lounge, kitchen, 3 bedrooms, 1 bathroom with toilet. Outbuildings: None (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the district of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the sheriff immediately prior to the sale.

Dated at Welkom on this 23rd day of January 1996.

M. C. Louw, for Daly & Neumann Incorporated, Attorney for Plaintiff, Dalman House, Graaf Street, Welkom, 9460. (Ref. Mr M. C. Louw/LVR/AL649.)

Saak No. 912/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **NEDCOR BANK BEPERK** Eiser, en **MNR IB NEL,** Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof gedateer 28 April 1995 en 'n lasbrief tot eksekusie gedateer 9 Mei 1995, sal 'n verkoping van die volgende eiendom van die bogenoemde verweerder voor die Landdroskantoor Bethlehem gehou word op **16 Februarie 1996 om 11:30,** naamlik:

Erf 3312, Springbokstraat 12, Laprovence, geleë in die dorp en distrik Bethlehem, grootte 1 040 m².

Verbeterings: 3 slaapkamers, 1 kombuis, 1 sitkamer, 1 familie kamer, 1 motorhuis, 2 badkamers, 1 eetkamer.

Terme: Die koper sal 10% (tien persent) van die koopprys in kontant onmiddellik na die verkoping aan die Balju betaal, en die balans deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae na die verkoping van die eiendom.

Die eiendom sal aan die hoogste bieder verkoop word sonder reserwe en die voorwaardes lê ter insae by die kantore van Hattingh Marais, Prokureurs vir die Eiser, Theronstraat 3, Bethlehem asook by die Balju vir die Landdroshof, Bethlehem.

Geteken te Bethlehem op hede die 12de dag van Januarie 1996.

Hattingh Marais, Prokureurs vir Eiser, Theronstraat 3, Bethlehem, 9700.

PUBLIC AUCTIONS, SALES AND TENDERS
OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

PHIL MINNAAR BK

(CK 93/29245/23)

INSOLVENTE BOEDELVEILING VAN SENTRAAL GELEË TWEE SLAAPKAMER WOONSTEL TE SUNNYSIDE, PRETORIA

In opdrag van die Kurator in die Insolvente Boedel **G. Doubell,** Meestersverwysing T2568/95, verkoop ons ondergenoemde eiendom per openbare veiling op **Maandag, 5 Februarie 1996 om 11:00:**

Plek van veiling: Kleinbegin w/s 705, Kotzestraat, Sunnyside, Pretoria.

Beskrywing van eiendom; Eenheid 35 van Skema SS, Kotzestraat 178, Skema 242, ook bekend as Kleinbegin w/s 705, Kotzestr, Sunnyside, Pretoria, Reg. Afd JR, TVL, groot 60 m².

Verbeterings: Hierdie woonstel bestaan uit 2 slaapkamers, ingeboudekaste, badkamer, sitkamer, oop plan kombuis, matte/teëls en enkeltoesluit motorhuis.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans binne 45 dae na bekragtiging.

Navrae en besigtiging: Skakel Dirkie Pienaar by (012) 322-8330/1.

Phil Minnaar BK, Posbus 28265, Sunnyside, 0132. Tel. (012) 322-8330/1. Fax. (012) 322-9263.

CAHI AUCTIONEERS

(Reg. No. CK87/12616/23)

INSOLVENT ESTATE AUCTION: 3 BEDROOM HOME, DOUBLE COVERED CARPORT, THE ORCHARDS

Duly instructed by the Trustee in the insolvent estate **A. W. van Niekerk,** Master's Ref. T3843/95 we will sell **Tuesday, 20 February 1996 at 11:00,** on Site 14, Goosen Street, The Orchards X10, Pretoria:

3 Bedroom home main en suite, 2nd bathroom, study, lounge *cum* dining room, modern fully fitted kitchen and outside toilet.

View by appointment.

Terms: 20% deposit on the fall of the hammer (cash or bank guaranteed cheques only). Balance within 30 days after confirmation. For further info contant Greg or Jade of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.

VAN VUUREN AFSLAERS

INSOLVENTE BOEDELVEILING VAN RUIM 3 SLAAPKAMER WONING IN MAYVILLE, PRETORIA

In opdrag van die Voorlopige Kurator in die Insolvente Boedel **A. & J. F. Swanepoel,** Meestersverwysing T2999/95, verkoop ons die ondergenoemde eiendom per openbare veiling ter plaatse op **Woensdag, 14 Februarie 1996 om 11:00:**

Plek van veiling: Louis Trichardtstraat 317, Mayville.

Beskrywing van eiendom: Gedeelte 5 van Erf 193, ook bekend as Louis Trichardstraat 317, Mayville, Pretoria, Registrasie Afdeling JR, Trasvaal.

Erf grootte: 1 080 m².

Verbeterings: Hierdie ruim staan sinkdak woning bestaan uit 3 slaapkamers, sitkamer, eetkamer, T.V. kamer, studeerkamer, badkamer, kombuis, enkel toesluitmotorhuis, werkskamer, motorafdak, plaveisel en gevestigde tuin.

Terme: 10% (tien persent) Deposito by toeslaan van die bod in kontant of bankgewaarborgde tjek en balans verseker te word binne 30 dae.

Verband finansiering is beskikbaar—(Reël met afslaer).

Afslaersnota: Skole en busroetes is loopafstand van woning geleë.

Besigtiging: Kontak Mev. Swanepoel vir afspraak by (012) 335-5552 (k/u).

Navrae: Skakel die Afslaer.

Van Vuuren Afslaers. Tel. (012) 344-4888 (k/u); (012) 329 3192 (n/u).

UBIQUE AFSLAERS

In opdrag van die Kurator in die Insolvente Boedel **G. J. Marais,** Meestersverwysing Nr. T515/95 sal ons die bates verkoop te h/v Louisa & Makwassiestrate, Ottosdal op **14 Februarie 1996 om 10:00:**

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: 0148-2947391 of 2973841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die Kurator in die Insolvente Boedel **B. G. C. Lodewyckx,** Meestersverwysing Nr. T2265/95 sal ons die bates verkoop te h/v Louisa & Makwassiestrate, Ottosdal op 14 Februarie 1996 om 10:00:

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: 0148-2947391 of 2973841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

PHIL MINNAAR BK

(CK 93/29245/23)

BESTORWE BOEDELVEILING VAN PRAGTIGE 4 SLAAPKAMER WONING, EMBUIAHOUT MEUBELS EN GROOT VERSKEIDENHEID ELEKTRIESE TOERUSTING IN GROENKOOF, PRETORIA

In opdrag van die Eksekuteur in die Boedel van Wyle **W. A. Kleinschott,** Boedelnommer 17565/95 verkoop ons die ondergenoemde eiendom en losbates per openbare veiling op **Maandag, 19 Februarie 1996 om 12:00:**

Plek van veiling: Van Wouwstraat 84, Groenkloof, Pretoria.

Beskrywing van eiendom: Erf 223, ook bekend as Van Woustraat 84, Groenkloof, Pretoria, Reg. Afd. JR, Tvl, groot 1 881 m^2.

Verbeterings: Hierdie staan sinkdakwoning bestaan uit ingangsportaal, sitkamer, eetkamer, kombuis, studeerkamer, 4 slaapkamers, 2 badkamers, gaste toilet, buitegebou met bediendekamer, toilet en stort, waskamer, dubbel motorhuis, swembad, gevestigde tuin en omheining.

Losbates: Breekware, muureenhede (embuia), sitkamerstelle, tuinstel, koperware, laaikassies, hangkaste, enkelbeddens, verwarmer, orrel, televisie kas, spieëltafel, yskas, vrieskas, potte en panne, embuia bal-en-klou buffet, telefoontafel, kameras, embuia dubbelbed, grassnyers, gereedskap ens.

Dubbel motorhuis vol elektriese toerusting aangesien die oorledene baie radio's en elektriese items herstel het.

Terme: Eiendom: 20% Deposito in kontant of bankgewaarborgde tjek en die balans binne 30 dae na bekragtiging.

Losbates: Streng kontant of bankgewaarborgde tjeks alleenlik.

Besigtiging: Daagliks.

Navrae: Skakel Dirkie Pienaar (012) 3228330/1.

Reg word voorgehou om items by te voeg of weg te laat.

Phil Minnaar BK, Posbus 28265, Sunnyside, 0132. Tel. (012) 322-9330/1. Fax. (012) 322-9283.

VAN'S AFSLAERS

VEILING EIENDOM

In opdrag van die Kurator van Insolvente Boedel **J. N. D. B. Louw,** T873/95, verkoop Van's Afsaers ondervermelde boedelbate, onderhewig aan bekragtiging, per openbare veiling op **5 Februarie om 11:00,** te Aurora 2, Pretoriusstraat 680, Arcadia, Pretoria:

Beskrywing: Eenheid 6, Skema 153 SS, Aurora, Arcadia, Pretoria, groot 85 m².

Verbeterings: 1 ½ slaapkamer woonstel.

Betaling: 10% deposito plus kommissie. Balans binne 30 dae.

Inligting: (012) 335-2974.

VERED AUCTIONEERS

MAGIC MADE SPEEDY COOKE CC (IN LIQUIDATION), MASTER'S REFERENCE T2602/94

Instructed by the Liquidator in the above matter we will sell by public auction Erf 202, Noldick, Meyerton, measuring 1 446 sq. metres, being 1 Ash Road, Meyerton.

Improvements comprise a large, open plan factory floor, storeroom, 2 toilets and 3 offices. Total floor space 540 sq. metres.

Terms: 15% deposit on the fall of the hammer, the balance by approved guarantees within 30 days.

Conditions: The property will be sold to the highest accepted bidder subject to confirmation by the Trustees.

Date: Thursday, 22 February 1996 at 12:00, at the property.

Viewing: During the day security in attendance.

For further information please contact the Auctioneers: Vered (011) 646-5432.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

VERED AUCTIONEERS

INSOLVENT ESTATE B. A. GRANT, MASTER'S REFERENCE T3461/95

Instructed by the Trustee in the above matter we will sell by public auction a vacant stand in Stirrup Road, Diepsloot, Midrand, being Portion 201 (ptn. of Ptn. 171) of the Farm Diepsloot, Midrand, measuring 9718 sq. metres.

Terms: 15% deposit in cash or bank guaranteed cheque on the fall of the hammer, the balance by approved guarantees within 30 days.

Conditions: The property will be sold to the highest accepted bidder subject to confirmation by the Trustees.

Date: Monday, 26 February 1996 at 12:00 noon at the property.

For further information please contact the Auctioneers: Vered (011) 646-5432.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

ELI STRÖH VEILINGS

INSOLVENTE BOEDEL VEILING VAN 'N BERG TOP PLASIE MET 'N PRAGTIGE UITSIG IN DIE TZANEEN OMGEWING

Behoorlik daartoe gelas deur die Kurator in die saak Insolvente Boedel **J. C. Bruce en H. W. J. Bruce,** Meestersverwysingsnommer T3521/95, sal ons verkoop per openbare veiling op **Vrydag, 9 Februarie 1996 om 11:00,** te die eiendom Broederstroomdrift, Tzaneen. (Sien ligging).

Die eiendom: Gedeelte 54, van die plaas Broederstroomdrift, 534 LT, geleë in die Tzaneen-distrik, Registrasie Afdeling LT, Noordelike Provinsie, groot 856 hektaar.

Verbeteringe: 'n Plaas tipe woning bestaande uit 2 slaapkamers, groot oopplan sitkamer, eetkamer, kombuis met netjiese ingeboude kaste en keramiek vloerteëls asook die badkamer.

Ander verbeteringe: (a) Groot motorhuis en pakkamer. (b) Grasdak lapa met hout loopbrug na uitkyk pos met seker van die mooiste uitsigte waarneembaar.

Ligging: Volg die Tzaneen/Phalaborwa pad, draai links by die Mieliekloof Afdraai vir 5km. Draai regs en volg die rigtingsborde.

Afslaersnota: Natuurliefhebbers as u 'n natuurparadys wil bekom, hier is 'n kans in 'n leeftyd. Van die mooiste inheemse bome met asemrowende uitsig en 'n besonderse voëllewe.

Voorwaardes van verkoop: 15% Deposito op die dag van die veiling en balans binne 30 (dertig) dae na datum van bekragtiging. Bekragtiging binne 7 (sewe) dae na datum van veiling.

Vir meer besonderhede kontak die Afslaers Eli Ströh Eiendomsagente & Afslaers, Groblerstraat 14B, Posbus 1238, Pietersburg. Tel. (0152) 295-6439/0/1/2.

CAHI AUCTIONEERS

(Registration No. CK87/12616/23)

INSOLVENT ESTATE AUCTION: 3 BEDROOM HOME, POOL, BOREHOLE, SOLAR HEATING: KWAGGASRAND, PRETORIA

Duly instructed by the Trustee in the insolvent estate **E. Jordaan,** M.r.n. T3524/95, we will sell **Tuesday, 13 February 1996 at 11:00,** on Site 58, Bosduif Street, Kwaggasrand, Pretoria, Stand 137.

Comprising 3 bedrooms, fitted kitchen, bathroom, double lock up garage, swimming pool, equipped borehole, lounge *cum* dining room, solar heating, garden irrigation.

View by appointment.

Terms: 20% deposit on the fall of the hammer (cash or bank guaranteed cheques only). Balance within 30 days after confirmation. For further info contact Greg or Alan of Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325 7250. Fax. (012) 324 2215.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Brits op **23 Februarie 1996 om 10:00** voor die Landdroskantoor te Brits die ondergemelde eiendomme by publieke veiling verkoop:—

(1) GEDEELTE 255 ('n gedeelte van Gedeelte 245) van die plaas SCHEERPOORT

477 REGISTRASIE AFDELING J Q Provinsie Noordwes;

GROOT : 21,0472 HEKTAAR

(2) GEDEELTE 247 ('n gedeelte van Gedeelte 245) van die plaas SCHEERPOORT

477, REGISTRASIE AFDELING J Q, Provinsie Noordwes;

GROOT : 29,6041 hektaar

(3) GEDEELTE 256 ('n gedeelte van Gedeelte 245) van die plaas SCHEERPOORT

477 REGISTRASIE AFDELING J Q Provinsie Noordwes;

GROOT : 39,8663 HEKTAAR

(4) GEDEELTE 246 ('n gedeelte van Gedeelte 245) van die plaas SCHEERPOORT

477 REGISTRASIE AFDELING J Q Provinsie Noordwes;

GROOT : 54,7105 HEKTAAR

Blykens Sertifikaat van Geregistreerde titel T63374/1989

(Die eiendomme is in 'n beheerde gebied naamlik CL-RPBA geleë. Die aandag van voornemende kopers word daarop gevestig dat hul hulself moet vergewis of enige belastings ten opsigte van die eiendomme betaalbaar is.)

in die naam van ERLIMA BOERDERYE (EDMS) BEPERK

Ligging van hierdie eiendomme:—

20 km suid van Brits

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendom (3): Woonhuis, motorafdak, bediendekwartiere met motorafdak en staalstoor. Boorgate en tenk.

Eiendom (4): Woonhuis met dubbelmotorhuis, motorhuis, bediendekwartiere, staalstoor met koelkamers en pomphuis. Boogat, tenk en gronddam.

Die eiendom ressorteer onder die Skeerpoort Besproeiingsraad en 3,8 hektaar van eiendom (1), 26,1 hektaar van eiendom (2), 11,4 hektaar van eiendom (3) en 45,2 hektaar van eiendom (4) is daaronder ingelys. Die koper is verantwoodelik vir die oorplasing van die waterregte op sy naam.

Dit word beweer dat waterbelasting ten bedrae van R536,45 plus rente ten opsigte van eiendom (1), R3 684,59 plus rente ten opsigte van eiendom (2), R1 609,36 plus rente ten opsigte van eiendom (3) en R6 380,87 plus rente ten opsigte van eiendom (4) verskuldig is.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AIAA 02439 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 25 Januarie 1996.

TENDER

1. FEMINA KLINIEK (PROPRIETARY) LIMITED (in liquidation) Estate Number T2680/95 ("KLINIEK")

2. FEMINA BEDRYFSDIENSTE (PROPRIETARY) LIMITED (in liquidation) Estate Number T3906/95 ("BEDRYFSDIENSTE")

3. PRIME INVEST 208 (in liquidation) Estate Number T3907/95 ("PRIME")

Tenders are invited for the purchase of the business, as a going concern, known as Femina Kliniek (the "Business") conducted at 460 Belvedere Street, Pretoria.

Tender documents are obtainable from the Liquidators of Kliniek at the offices of Cooper Trust at 4 Rutland Avenue, Craighall Park (off Jan Smuts Avenue) Johannesburg or the Provisional Liquidators of Bedryfsdienste at the offices of Cape Trustees (Pty) Ltd at Fourth Floor, Bureau Forum, Bureau Avenue, Pretoria or the Provisional Liquidators of Prime at the offices of Cape Trustees at Fourth Floor, Bureau Forum, Bureau Avenue, Pretoria.

Sealed Tenders, endorsed "TENDER FEMINA KLINIEK" must be placed in the Tender Box at Room 201 at the offices of the Master of the Supreme Court, Second Floor, Sanlam Forum, corner of Church and Queen Streets, Pretoria, by not later than Thursday, the 15th February 1996 at 12:00, after which the Tenders will be opened by the Master of the Supreme Court, in the presence of the Liquidators and Provisional Liquidators of the above-mentioned Companies, Telegraphic Tender will not be considered.

Late Tenders will not be considered and the Liquidators do not bind themselves to accept the highest or any Tender.

Salient features of the tender:

1. The Business as a going concern, includes, inter alia, the following components, namely—

1.1 the fixed property in which Femina Kliniek is conducted together with the fixed property purchased by Femina Kliniek from the City Council Pretoria which is in the process of transfer together with a small portion hired by Femina Kliniek from the said City Council;

1.2 all equipment and fixtures and fittings in the building, whether purchased by way of Instalment Sale Agreements or on Lease or fully paid for;

1.3 all stock on hand;

1.4 all other movable assets belonging to Kliniek, Bedryfsdienste and Prime in the premises of Femina Kliniek;

1.5 the right to all licenses and/or authorities in terms of which the Clinic is conducted;

1.6 the name FEMINA CLINIC, all goodwill attaching thereto and all records necessary for the continuation of the business,

all as a going concern.

2. Excluded from the Tender are all book debts, whether pre-liquidation or post-liquidation in regard to which the Liquidators wish to contract with the Tenderer for collection thereof at an agreed percentage.

3. Tenderers are required to tender a lump sum plus stock value for the business as a whole and a division of the total purchase price between the three Companies will be on such reasonable and fair basis as the Liquidators and Provisional Liquidators in their sole discretion agree on.

4. The purchase price is to be secured by way of Bank Guarantee acceptable to the Sellers.

5. The full terms and conditions are set out in the Tender Documents above referred to.

Thus dated at Johannesburg on this 25th day of January 1996.

1. Liquidators, Femina Kliniek (Pty) Ltd (in liquidation), Estate Number T2680/95.

2. Provisional Liquidators Femina Bedryfsdienste (Pty) Ltd (in liquidation), Estate Number T3906/95.

3. Provisional Liquidators Prime Invest 208 (Pty) Ltd (in liquidation), Estate Number T3907/95.

PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Middelburg op 23 Februarie 1996 om 10:00 voor die Landdroskantoor te Middelburg die ondergemelde eiendom by publieke veiling verkoop:—

RESTERENDE GEDEELTE VAN GEDEELTE 1 van die plaas PLATFONTEIN 406,

Registrasie Afdeling J.S., Provinsie Mpumalanga;

GROOT: 171, 3064 hektaar

(Die eiendom is in 'n beheerde gebied naamlik CL/RPBA geleë. Die aandag van voornemende kopers word daarop gevestig dat hul hulself moet vergewis of enige belastings ten opsigte van die eiendom betaalbaar is.)

Blykens Akte van Transport T52501/1981

in die naam van GEORGE FREDERIK BOSHOFF

Die titelakte sal op die dag van verkoping beskikbaar wees vir insae deur voornemende kopers.

Ligging van hierdie eiendom:

13km oos van Middelburg

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, motorhuis, 4 store, 2 kamers. Veekerend omhein en verdeel in kampe. Boorgat, spruit.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan, of op die eiendom soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys.

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar)

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: ADAC 02224 01G 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 25 Januarie 1996.

LIBRA AFSLAERS

INSOLVENTE BOEDELVEILING: LANDBOUHOEWES 14, 15, 16, 17, 18 DROOGEFONTEIN, ELOFF DISTRIK DELMAS

In opdrag van die Kurator in die insolvente boedel van **S. J. Pretorius,** Meestersverwysing No. T1361/95, verkoop ons onderhewig aan bekragtiging, die ondergenoemde landhouhoewes per openbare veiling, op die persele, op Donderdag, **22 Februarie 1996 om 12:00:**

Hoewe 14: Winkelgeboutjie met 5 vertrekke en arbeidershut.

Hoewe 15: Geen verbetering.

Hoewe 16: Woning met ingangsportaal, sit/eetkamer, gang, drie slaapkamers, twee badkamers, studeerkamer, kombuis.

Hoewe 17: Geen verbeterings.

Hoewe 18: Woonstel van steenkonstruksie bestaande uit kombuis, badkamer, sitkamer en slaapkamer.

Verkorte verkoopsvoorwaardes: 20% Deposito van die koopprys in kontant of bankgewaarborgde tjek met die toeslaan van die bod. Balans van koopprys moet by wyse van waarborge binne 30 dae na datum van bekragtiging gelewer word.

Verdere navrae: Libra Afslaers, Roodepoort Telnr. (011) 763-6267. Giel Bezuidenhout.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: D. A. MARTINS, MASTER'S REFERENCE NUMBER: T3616/94

Duly instructed by this Estate's Trustee, we will sell by Public Auction, on site at 17 Malcolm Avenue, Southdale, Johannesburg District, Gauteng, on Tuesday, **6 February 1996, commencing at 10:30am;** a 3 bedroomed home:

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: E. J. D. VAN STADEN, MASTER'S REFERENCE NUMBER: T2900/95

Duly instructed by this Estate's Trustee, we will sell by Public Auction, on site at Townhouse Number 25 (Sectional Title Unit Number 28), "Oppiekoppie", cnr Hippo and Duiker Streets, Swartkop Ext 7, Verwoerdburg District, Gauteng, on Monday, **5 February 1996, commencing at 10:30am;** a one bedroomed townhouse:

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: H. J. LOMBARD, MASTER'S REFERENCE NUMBER: T3037/95

Duly instructed by this Estate's Trustee, we will offer by way of Public Auction, on site at 55 Without Avenue, Weltevreden Park Ext 9, Roodepoort District, Gauteng, on Monday, **5 February 1996, commencing at 10:30am;** a 3 bedroomed home:

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Telephone Number (011) 789-4375. Telefax Number (011) 789-4369.

PROPERTY MART SALES

Duly instructed by the Trustee of the insolvent estate **C. S. Janse van Rensburg,** Master's Ref. T3722/95, we shall sell No. 7 Claret, Duiker Street, Swartkop ext. 7 being Portion 7 of Erf 1337, Zwartkop Ext. 7, registered division J.R. Pretoria (South) and 542 square metres in extent. This is a neat 3 bedroom, 2 bathroom (M.E.S.) cluster home with open plan kitchen leading to dining room lounge area. There is a single lockup garage.

Viewing: Anytime.

Sales takes place on the spot at **11:00 on Friday, 16 February 1996.**

Terms: 10% deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), 1st Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. Tel. (011) 728-1283. Fax. (011) 728-5215. A/h: (011) 462-3731. Mr A. W. Hartard.

PROPERTY MART SALES

Duly instructed by the Provisional Trustee of the insolvent estate **J. G. & S. Kock,** Master's Ref. T3764/95, we shall sell Erf 2720, Northcliff Ext. 20 district Roodepoort, Division I.Q. Gauteng, measuring 1 273 square metres in extent and situated at 10 Libertas Street, Northcliff Ext. 20.

This is a small and neat family home of entrance hall, kitchen, lounge dining room combined, 3 bedrooms and a large bathroom. There is a study with outside access. The large pool in the garden has a good quality tiled surround and an attractive thatched lapa is in need of completion.

Viewing: Anytime or please contact auctioneers.

Sale takes place on the spot on **Thursday, 15th February at 11:00.**

Terms: 15% deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), 1st Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. Tel. (011) 728-1283. Fax. (011) 728-5215. A/h: (011) 462-3731. Mr A. W. Hartard.

WESTVAAL AFSLAERS

INSOLVENTE BOEDELVEILING VAN 'N PLOT

In opdrag van die Kurator in die insolvente boedel van **Lourens Hermanus Fourie en Dina Carolina Jacobs,** Meestersverw. No. T1558/95, sal ons die volgende eiendom per publieke veiling vir verkoping aanbied op die perseel te Krugersdorp, op **8 Februarie 1996 om 11:00** te Plot 27, Francisweg, Northvale, Muldersdrift, distrik Krugersdorp:

Sekere Plot 72, Francisweg, Northvale, Muldersdrift, distrik Krugersdorp.

Beskrywing: Drie slaapkamers met ingeboude kaste, sitkamer, televisie-eetkamer kombinasie, kombuis met houtkaste, opwaskamer ens. 'n Tweede woning met 2 slaapkamers, oop plan kombuis, sit- en televisie kamer, volledige badkamer, ens. Ook woonstel met kombuis, een slaapkamer en aangrensende toilet en stort.

Buitegeboue: Twee toilette en drie aangrensende store, gereedskapkamer en 6-plek motorhuis, grasdak lapa, kroeg, swembad, bediendekwartiere, onvoltooide jacuzzi gedeelte, twee toegeruste boorgate.

Besigtiging: Deur afspraak met die afslaers.

Betaling: 10% deposito van die totale koopprys in kontant of bankgewaarborgde tjek, balans van koopsom binne 45 dae, verkoopsvoorwaardes sal deur afslaer uitgelees word voor toeslaan van die bod. Die afslaers behou die reg voor om die veiling te enige tyd te kanselleer of af te las sonder vooraf kennisgewing.

Afslaers: Westvaal Afslaers. *Navrae:* mnr. Karel du Plessis/Mev. Van der Merwe. Tel. 953-1830/1 (k/u).

BID-A-BID AUCTIONEERS

Duly instructed by the Trustee of Insolvent Estate **E. G. Calitz,** Master's Reference T2603/94, we will sell certain Portion 1/Erf 200a, Brakpan at the residence No. 6B Hamilton Avenue, on **6th February 1996 at 10:30:**

Terms: 20% Deposit by cash or bank guaranteed cheque immediately and the balance within 30 days of confirmation.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. (011) 948-8052/3.

AUCOR (PTY) LTD

FORDER CONSTRUCTION (PTY) LTD, IN LIQUIDATION, MASTER REF No. T1520/92

CONSTRUCTION EQUIPMENT ON SITE AT: JACKSON STREET, FARMALL, LANSERIA, ON: THURSDAY, 08 FEBRUARY 1996 AT 10:30AM

Duly instructed by the Liquidator we will sell as above.

View: One day prior to the auction, 7 February 1996.

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.

CAPE · KAAP

KEMPEN & KEMPEN VEILINGS

In opdrag van die Voorlopige Kurator in die Insolvente Boedel van **Bertus van Rensburg,** (Meestersverwysing Kimberley Nr. 58/95), sal ons 'n veiling hou van die gehele inhoud van Oasis Restaurant, Victoria-Wes, **11:00, Woensdag, 14 Februarie 1996.**

Die besigheid is 'n volledige toegeruste kafee/restaurant met alle meublement en toerusting wat onder andere insluit:

Elektroniese skale, vis- en skyfiebraaiers, roosters, Mikrogolfoonde, skyfiedrukker, vries- yskas, staaltafels, gasstoof, melkskommelmasjien, vertoonkas, Bain Marie, urn, toonbanke, kluis, kasregisters, dubbeldeur Coke yskas, groot vertoonyskaste met kompressors, skakelbord en tydskakelaar, tafels en banke, steakbraaier, kombuistoerusting, breekgoed, eetgerei, ens.

Navrae en besigtigings: Slegs deur Afslaers.

Voorwaardes:

1. Kontant.
2. Kopers betaal B.T.W.
3. Alles voetstoots.
4. Reg voorbehou om gehele besigheid of afsonderlike items te verkoop.

Kempen & Kempen Afslaers, Kerkstraat 84, Posbus 24, Victoria Wes, 7070. Tel. (02042) 3 of 57 of 72. Faks (053) 6210002.

In opdrag van: Mnr. H. Venter (Voorlopige Kurator) p/a Duncan & Rothman, Posbus 64, Kimberley, 8300.

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Middelburg op 21 Februarie 1996 om 10:00 voor die Landdroskantoor te Middelburg die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 10 ('n gedeelte van Gedeelte 9) van die plaas UITZICHT nr 3 in die Afdeling Middelburg, Oos-Kaapprovinsie

GROOT 428,2660 hektaar

(2) Die restant van Gedeelte 9 (KLIP KRANS PROPER) van die plaas UITZICHT nr 3 in die Afdeling Middelburg, Oos-Kaapprovinsie

GROOT 653,2084 hektaar

Eiendomme (1) en (2) Blykens Akte van Transport T50647/1992 in die naam van KAREL STEPHANUS VILJOEN.

(3) Gedeelte 4 van die plaas SCHORPIOEN KRAAL nr 75 in die Afdeling Middelburg, Oos-Kaapprovinsie

GROOT 131,4191 hektaar

(4) Restant van Gedeelte 1 van die plaas KLIP KRANDS nr 60 in die Afdeling Middelburg, Oos-Kaapprovinsie

GROOT: 986,7249 hektaar.

(5) Gedeelte 5 (DRIE ANGLE) van die plaas UITZICHT nr 3 in die Afdeling Middelburg, Oos-Kaapprovinsie

GROOT 1 081,4744 hektaar

Eiendomme (3) tot (5) Blykens Akte van Transport T24330/1988 in die naam van MARIA ALETTA VILJOEN.

Ligging van hierdie eiendomme:

Eiendomme (1) tot (5) 18 km noordwes van Middelburg.

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) en (2)

Woonhuis, 4 arbeidershuise, enjinkamer, werkswinkel, melkkamer, implementeskuur, motorhuis en woonstel. 5 Boorgate, 2 sementdamme, 3 fonteine, grondbesproeiingsdam en spruit. Jakkalsproef omhein en verdeel in kampe.

Eiendomme (3) tot (5)

Woonhuis, enjinkamer, motorhuis, skeerskuur en stal. 4 Boorgate, 4 sementdamme, 4 drinkbakke, 5 fonteine en gronddam. Jakkalsproef omhein en verdeel in kampe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCAO 04654 01G/ 02G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 22 Januarie 1996.

ORANGE FREE STATE
ORANJE-VRYSTAAT

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Harrismith op 23 Februarie 1996 om 10:00 voor die Landdroskantoor te Harrismith die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die plaas RECHT 1235, distrik Vrede, Provinsie Vrystaat

GROOT: 23,1978 hektaar

(2) Onderverdeling 1 (VRYHEID) van die plaas DRIEHOEK 217, distrik Vrede,

Provinsie Vrystaat.

GROOT: 37,7716 hektaar

(3) Die restant van die plaas DRIE DEEL 593, distrik Harrismith, Provinsie Vrystaat

GROOT: 1004,5764 hektaar

Eiendomme (1) tot (3) blykens Akte van Transport T1023/1986

in die naam van JOHANNES COENRAAD KOSTER

Ligging van hierdie eiendomme:—

Eiendomme (1) tot (3): 45 km noordoos van Warden

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (3) Woonhuis, 4 stoorkamers, 4 store, afdak, staalstoor en melkstal. 4 Boorgate, 7 sementdamme, 15 krippe, 5 fonteine, 11 gronddamme en gronddam in Rondawelspruit. Gedeeltelik veekerend omhein en verdeel in kampe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar). Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17,5% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: BAAF 03704 01G 03G 04G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 23 Januarie 1996.

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

TRANSVAAL

Saak No. 7216/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **SAAMBOU NASIONALE BOUVERENIGING,** Eiser, en **XAVIER JOHN FANYANA SELOKELA,** 1ste Verweerder, **MONICA MARTHA SELOKELA,** 2de Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof te Krugersdorp in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word by die Balju kantore te Klaburn Hof, Ockersestr. 22B, Krugersdorp op die **14de dag van Februarie 1996 om 10:00** van die ondergemelde eiendom van die Verweerder en die verkoopsvoorwaardes sal deur die afslaer gelees word ten tye van die verkoping, welke voorwaardes by die kantore van die Balju naamlik Krugersdorp, voor die verkoping ter insae sal lê:

Erf 9945, Kagiso, Krugersdorp, groot 226 (twee honderd ses-en-twintig) vierkante meter.

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

Verbeterings: Sitkamer, badkamer, twee slaapkamers, gang, kombuis.

Terme: 14% (veertien persent) van die koopprys in kontant op die dag van verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport met 'n bank of bougenootskap of ander aanneembare waarborg binne dertig (30) dae vanaf datum van verkoping verskaf word. Indien die Balju as afslaer opgetree het, 5 (vyf) persent van die opbrengs van die verkoping, betaalbaar deur die koper, tot 'n prys van R20 000,00 en daarna 3 (drie) persent tot 'n maksimum van R6 000,00 met 'n minimum van R200,00.

Gedateer te Krugersdorp op hede die 10de dag van Januarie 1996.

K. F. du Plessis, vir Karel du Plessis & Heidtmann, Tweede Verdieping, Wesrandgebou, Humanstraat 43; Posbus 616, Krugersdorp. (Tel. 953-1830/1/2/3.) (Verw. mev. v. d. Merwe/cb/B13714/CS0219.)

Saak No. 7283/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen **SAAMBOU NASIONALE BOUVERENIGING,** Eiser, en **HENDRIK ABRAHAM CHRISTOFFEL LOTTERING,** Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof te Krugersdorp in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word by die perseel te Reitzlaan 21, Monument Uitbr. 1, Krugersdorp op die **14de dag van Februarie 1996 om 14:00** van die ondergemelde eiendom van die Verweerder en die verkoopsvoorwaardes sal deur die Afslaer gelees word ten tye van die verkoping, welke voorwaardes by die kantore van die Balju naamlik Krugersdorp, voor die verkoping ter insae sal lê:

Die eiendom staan bekend as Reitzlaan 21, Monument Uitbr. 1, Krugersdorp, Erf 476, Monument Uitbreiding 1, Krugersdorp, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter.

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

Verbeterings: Sitkamer, gesinskamer, eetkamer, 2 badkamers, 5 slaapkamers, gang, kombuis, swembad, bediendekamer, afdak.

Terme: 14% (veertien persent) van die koopprys in kontant op die dag van verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport met 'n bank of bougenootskap of ander aanneembare waarborg binne dertig (30) dae vanaf datum van verkoping verskaf word. Indien die Balju as afslaer opgetree het, 5 (vyf) persent van die opbrengs van die verkoping, betaalbaar deur die koper, tot 'n prys van R20 000,00 en daarna 3 (drie) persent tot 'n maksimum van R6 000,00 met 'n minimum van R200,00.

Gedateer te Krugersdorp op hede die 11de dag van Januarie 1996.

K. F. du Plessis, vir Karel du Plessis & Heidtmann, Tweede Verdieping, Wesrandgebou, Humanstraat 43; Posbus 616, Krugersdorp. (Tel. 953-1830/1/2/3.) (Verw. mev. v. d. Merwe/cb/B13715/CS0220.)

Save a drop — and save a million

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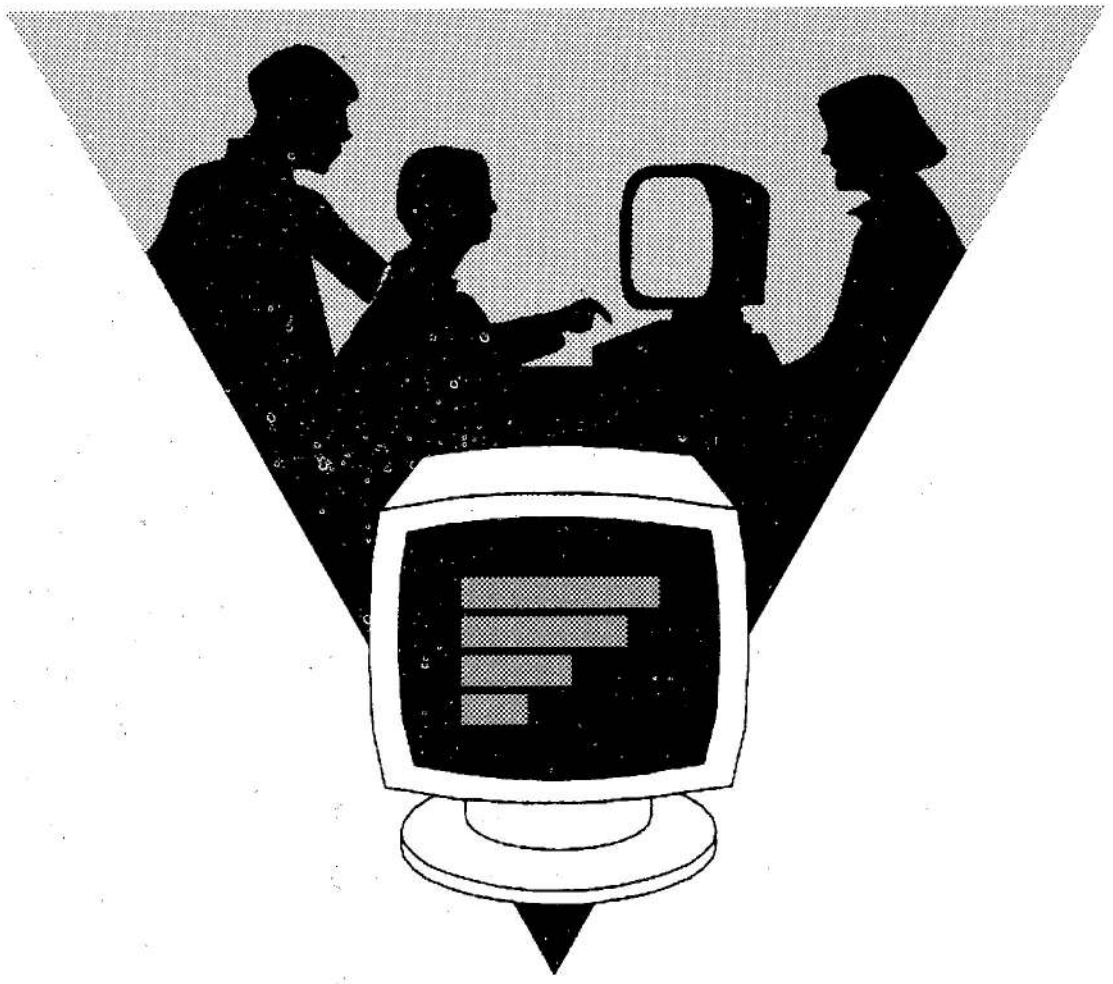

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Sien Lys van Vaste Tariewe en Voorwaardes op voorste binnebladsye

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