

REPUBLIC  
OF  
SOUTH AFRICA



REPUBLIEK  
VAN  
SUID-AFRIKA

# Government Gazette Staatskoerant

Vol. 375

PRETORIA, 13 SEPTEMBER 1996

No. 17416

*LEGAL  
NOTICES*

*WETLIKE  
KENNISGEWINGS*

**B**

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

**LIST OF FIXED TARIFF RATES**  
**AND**  
**CONDITIONS**  
**FOR PUBLICATION OF LEGAL NOTICES IN THE**  
**GOVERNMENT GAZETTE**  
**(COMMENCEMENT: 1 MAY 1995)**

**LIST OF FIXED TARIFF RATES**

*Standardised notices*

*Rate per  
insertion*  
R

<b>ADMINISTRATION OF ESTATES ACTS NOTICES:</b> Forms J 297, J 295, J 193 and J 187 .....	13,80
<b>BUSINESS NOTICES</b> .....	32,70
<b>INSOLVENCY ACT AND COMPANY ACTS NOTICES:</b> 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.	
<b>LOST LIFE INSURANCE POLICIES:</b> Form VL .....	16,50
<b>UNCLAIMED MONEYS</b> —only in the extraordinary <i>Government Gazette</i> , 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
<i>(Closing date for acceptance is two weeks prior to date of publication.)</i>	

**ORDERS OF THE COURT:**

Provisional and final liquidations or sequestrations .....	82,20
Reductions or changes in capital, mergers, offer of compromise .....	218,80
Judicial managements, <i>curator bonus</i> and similar and extensive rules <i>nisi</i> .....	218,80
Extension of return date .....	27,60
Supersessions and discharge of petitions (J 158) .....	27,60

**SALES IN EXECUTIONS AND OTHER PUBLIC SALES:**

Sales in execution .....	125,80
Public auctions, sales and tenders:	
Up to 75 words .....	38,40
76 to 250 words .....	98,50
251 to 350 words (more than 350 words—calculate in accordance with word count table) .....	158,70



# LYS VAN VASTE TARIWE

## EN

### VOORWAARDES

#### VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE STAATSKOERANT

(INWERKINGTREDING: 1 MEI 1995)

### LYS VAN VASTE TARIWE

#### *Gestandaardiseerde kennisgewings*

*Tarief per  
plasing*

R

<b>BESIGHEIDSKENNISGEWINGS</b> .....	32,70
<b>BOEDELWETTEKENNISGEWINGS:</b> Vorms J 297, J 295, J 193 en J 187 .....	13,80
<b>INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS:</b> Vorms J 28, J 29 en Vorms 1 tot 9.....	27,60
L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toe- gevoeg tot die basiese tarief.	
<b>ONOPGEËISTE GELDE</b> —slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag") .....	8,10
<b>VERLORE LEWENSVERSEKERINGSPOLISSE:</b> Vorm VL.....	16,50

#### *Nie-gestandaardiseerde kennisgewings*

#### **DRANKLISENSIE-KENNISGEWINGS** in buitengewone *Staatskoerant*:

Alle provinsies verskyn op eerste Vrydag van elke kalendermaand.....	46,70
<i>(Sluitingsdatum van indiening is twee weke voor publiseringsdatum.)</i>	

#### **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

<b>LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS</b> .....	49,40
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#### **MAATSKAPPYKENNISGEWINGS:**

Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidاسies, ens.; sluiting van oordrag- of lede- registers en/of verklaring van dividende .....	62,90
Verklaring van dividende met profytstate, notas ingesluit.....	144,80
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidاسies .....	218,80

#### **ORDERS VAN DIE HOF:**

Voorlopige en finale likwidاسies of sekwestrasies .....	82,20
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking ....	218,80
Geregtelike besture, <i>kurator bonis</i> en soortgelyke en uitgebreide bevele <i>nisi</i> ....	218,80
Verlenging van keerdatum .....	27,60
Tersydestelling en afwysings van aansoeke (J 158).....	27,60

**WORD COUNT TABLE**

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

**WOORDETAL-TABEL**

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

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

## CONDITIONS FOR PUBLICATION VOORWAARDES VIR PUBLIKASIE

### CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

### SLUITINGSTYFIE VIR DIE AANNAME VAN KENNISGEWINGS

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

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

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

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

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

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

### APPROVAL OF NOTICES

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

### THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

### LIABILITY OF ADVERTISER

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

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

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

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

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

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

### GOEDKEURING VAN KENNISGEWINGS

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

### VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

### AANSPREEKLIKHEID VAN ADVERTEERDER

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

**COPY**

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

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

- (1) The kind of notice.

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

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

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

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

**PAYMENT OF COST**

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

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

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

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

**KOPIE**

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

**BETALING VAN KOSTE**

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

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

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

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



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

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

before publication.

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

The following stamps are not acceptable:

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

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

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

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

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

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

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

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie:

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

**Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.**

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

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

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

**PROOF OF PUBLICATION**

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

**BEWYS VAN PUBLIKASIE**

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

***Important Notice***

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

***Belangrike Kennisgewing***

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

**IMPORTANT ANNOUNCEMENT**

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

LEGAL NOTICES  
GOVERNMENT NOTICES **1996**

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

- ▶ **19 September**, Thursday, for the issue of Friday **27 September**
- ▶ **12 December**, Thursday, for the issue of Friday **20 December**
- ▶ **17 December**, Tuesday, for the issue of Friday **27 December**

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

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

**BELANGRIKE AANKONDIGING**

*Sluitingstye* **VOOR VAKANSIEDAE** vir

WETLIKE KENNISGEWINGS  
GOEWERMENSKENNISGEWINGS **1996**

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

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

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

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

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

**TRANSVAAL**

**Case No. 111205/94**

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
Mr MAFATSHE LUCAS MAISELA, Defendant**

Pursuant to a judgment of the above Honourable Court dated 19 January 1995, and a warrant of execution dated 16 March 1995, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 27 September 1996 at 10:00, in front of the Court-house, Fox Street Entrance, Johannesburg:

Certain Erf 2491, Protea North Township, Registration Division IQ, Transvaal, situated at 2491 Mosala Street, Protea North, Soweto West.

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

*Improvements:* A dwelling consisting of lounge, dining-room, kitchen, four bedrooms, two bathrooms and two toilets. *Outbuildings:* Two garages (attached). *Area:* 272 square metres. Property's held under Deed of Transfer T7131/94.

*Terms:* The purchase price shall be paid as to ten per cent (10%) thereof on the day of the sale and the unpaid balance together with interest thereon to date of registration of transfer, shall be paid or secured by an unconditional or approved bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, 32 Von Brandis Street, Johannesburg.

Dated at Johannesburg on this 21st day of August 1996.

R. Reichman-Israelsohn, for Israelsohn Inc., 107 Oxford Road, Rosebank; P.O. Box 6467, Johannesburg, 2000.  
(Tel. 880-2091.) (Ref. BS5006/COLL/RG/LB.)

**Saak No. 15175/96**

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Witwatersrand Plaaslike Afdeling)

**In die saak tussen NBS BANK LIMITED, Eiser, en MOLONGWANE, ABRAHAM LEBONA, Eerste Verweerder, en  
MOLONGWANE, SARAH, Tweede Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Leeuwpootstraat 182, Boksburg, op Vrydag, 11 Oktober 1996 om 11:15, van die ondergemelde eiendom van die Verweerders wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Boksburg, voor die verkoping ter insae sal lê:

Sekere Erf 17956, Vosloorus Extension 25 Township, Registrasieafdeling IR, Transvaal, gehou deur Abraham Lebona Molongwane en Sarah Molongwane onder Akte van Transport TL20943/89, bekend as Erf 17956, Vosloorus Extension 25, Boksburg, groot 260 vierkante meter, sonering residensieel. Spesiale gebruiksvergunninge en voorwaardes: Geen.

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

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

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

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

Gedateer te Alberton op hierdie 27ste dag van Augustus 1996.

Mnr. E. Ungerer, vir Kloppe Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton; Posbus 6, Alberton. P/a Docex 216, Presidentstraat 84, Johannesburg. (Verw. N50/EU/PP.)



Saak No. 10839/96

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

**In die saak tussen NBS BANK LIMITED, Eiser, en MOABANKWE, MOLEKA JOHANNES, Eerste Verweerder, en MOABANKWE, SEBENZILE ZACHARIA, Tweede Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogemelde saal sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Leeuwpootstraat 182, Boksburg, op Vrydag, 11 Oktober 1996 om 11:15, van die ondergemelde eiendom van die Verweerders wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Boksburg, voor die verkoping ter insae sal lê:

Sekere Erf 18038, Vosloorus-uitbreiding 25-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Moleka Johannes Moabankwe en Sebenzile Zacharia Moabankwe onder Akte van Transport TL32892/90, bekend as Standplaas 18038, Vosloorus-uitbreiding 25, Boksburg, groot 279 vierkante meter, sonering residensieel.

*Spesiale gebruiksvergunninge en voorwaardes:* Geen.

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

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

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

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

Gedateer te Alberton op hierdie 27ste dag van Augustus 1996.

Mnr. E. Ungerer, Klopper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton; Posbus 6, Alberton. P/a Docex 216, Presidentstraat 84, Johannesburg. (Verw. N41/EU/PP.)

Saak No. 3376/95

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, voorheen bekend as SAAMBOU NASIONALE BOUVERENIGING BEPERK, Eiser, en LUNGELO LAWRENCE MBALANE, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 10 April 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Benoni, op 3 Oktober 1996 om 10:00, te Kempstonlaan 49, Benoni, verkoop:

Sekere Erf 14582 (voorheen bekend as Erf 182), Daveyton-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Gauteng, beter bekend as Frank Bartosstraat 14582, Daveyton-uitbreiding 3, groot 302 (driehonderd-en-twee) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis met 'n sitkamer, eetkamer, kombuis, twee slaapkamers en 'n badkamer/w.k.

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.

Die voorwaardes van verkoping lê ter insae by die kantore van die Balju te Kempstonlaan 49, Benoni.

Dyason Leopont, Prokureurs vir Eiser, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF0322).]

Case No. 20920/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between EERSTE NASIONALE BANK, Plaintiff, and HIGHVELD TRACKWELDERS (PTY) LTD, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at Room 83, Magistrate's Court, Market Street, Bethal, on 27 September 1996 at 10:30.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Protea Building, Market Street, Bethal, and will also be read out by the Sheriff prior to the sale in execution.

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

*Property:* Erf 147, situated in the town of New Bethal East, Registration Division IS, Transvaal, measuring 714 square metres, held under Deed of Transfer T88340/92, situated at corner of Van der Hyde and Park Avenue, Bethal.

*Improvements:* Four offices, reception area, kitchen, toilet, two outside toilets and workshop approximately 150 square metres.

C. B. Yeo, for Adams & Adams, Attorneys for Plaintiff, Adams & Adams Place, 1140 Prospect Street, Hatfield, Pretoria. (Ref. CBY/sv/S.1341/95.)

**Case No. 13280/96**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PAKIE SAMUEL MAJOU, Defendant**

A sale in execution of the undermentioned property is to be held at the offices of the Magistrate's Court for the District of Odi, Zone 5, Ga-Rankuwa on 2 October 1996 at 10:00.

Full conditions of sale can be inspected at the office of the Sheriff, Wonderboom/Pretoria-North, at the above address and will be read out prior to the sale taking place.

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

*Property:* Erf 9887, Ga-Rankuwa, Unit 1 Township, Registration Division JR, North West Province, measuring 59 square metres, also known as Erf 9887, Zone 1, Ga-Rankuwa, Mabopane Block A, Pretoria.

*Improvements:* House comprising three bedrooms, bathroom, kitchen and dining-room.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Croucamp/CEM/E81.)

**Case No. 13356/96  
PH 388**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and KHUMALO, EVELYN, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain unit consisting of Section 26 and its undivided share in the common property in the Southern Villas East Sectional Title Scheme, area 58 (fifty-eight) square metres, situation Unit 26, Southern Villas East, Daphne Street, Naturena.

*Improvements* (not guaranteed): A sectional title unit under tile roof consisting of three bedrooms, bathroom, kitchen and lounge.

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

Dated at Johannesburg on the 19th day of August 1996.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1605.)

**Case No. 10890/96  
PH 388**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and COETZEE, SHANE DEAN, First Defendant, and COETZEE, JOANNA PETUNIA, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain unit comprising Section 35 and its undivided share in the common property in the Victoria Court Sectional Title Scheme, area 69 (sixty-nine) square metres, situation 47 Victoria Court, Daisy Street, Rosettenville.

*Improvements* (not guaranteed): A sectional title unit consisting of bedroom, bathroom, kitchen, lounge and dining-room.

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

Dated at Johannesburg on the 19th day of August 1996.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1438.)

Case No. 12494/96  
PH 388

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MUDAU, THEOPHILUS, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 12253, Diepkloof Township, Registration Division IQ, Province of Gauteng, area 350 (three hundred and fifty) square metres, situation Erf 12253, Diepkloof.

*Improvements* (not guaranteed): A house under iron roof consisting of three bedrooms, one and a half bathrooms, kitchen and lounge with garage.

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

Dated at Johannesburg on the 23rd day of August 1996.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1579.)

Case No. 14160/96  
PH 388

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and LIEBENBERG, JURGENS JOHANNES JACOBURS, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain remaining extent of Erf 523, Robertsham Township, Registration Division IR, Province of Gauteng, area 887 (eight hundred and eighty-seven) square metres, situated at 24 Kilowen Road, Robertsham.

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

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

Dated at Johannesburg on this 23rd day of August 1996.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1640.)



Case No. 16922/96  
PH 388IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
NGOBENI, SOYAPHI 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, 131 Marshall Street, Johannesburg, on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 1266, Protea Glen Township, Registration Division IQ, Province of Gauteng, area 216 (two hundred and sixteen) square metres, situated at Erf 1266, Protea Glen.

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

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

Dated at Johannesburg on this 23rd day of August 1996.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg.  
(Tel. 336-4052.) (Ref. ForeclosuresX148.)

Case No. 16927/96  
PH 388IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
TSHABALALA, EVODIA, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 2816, Protea Glen Extension 2 Township, Registration Division IQ, Province of Gauteng, area 240 (two hundred and forty) square metres, situated at Erf 2816, Protea Glen Extension 2.

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

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

Dated at Johannesburg on this 23rd day of August 1996.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor Elephant House, 107 Market Street, Johannesburg.  
(Tel. 336-4052.) (Ref. ForeclosuresX147.)

Case No. 16173/96  
PH 388IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and RAMSAMY, SUNTARAS, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 9037, Lenasia Extension 10 Township, Registration Division IQ, Province of Gauteng, area 429 (four hundred and twenty-nine) square metres, situated at Erf 9037, Colorado Street, Lenasia Extension 10.



*Improvements* (not guaranteed): A house under tile roof consisting of two bedrooms, bathroom, separate toilet, kitchen and lounge with walls around the property.

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

Dated at Johannesburg on the 23rd day of August 1996.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1647.)

Case No. 5268/96  
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and GQWEDE, MVELELI NANGAMSO, First Defendant, and GQWEDE: NOMXOLISE, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 310, Bassonia Township, Registration Division IR, Province of Gauteng, area 1 157 (one thousand one hundred and fifty-seven) square metres, situated at 83 Basroyd Drive, Bassonia.

*Improvements* (not guaranteed): A vacant stand.

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

Dated at Johannesburg on the 23rd day of August 1996.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1276.)

Case No. 121/96  
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and KOLODI, MMONI CONSTANCE, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 3142, Naledi Extension 1 Township, Registration Division IQ, Province of Gauteng, area 264 (two hundred and sixty-four) square metres, situated at Erf 3142, Naledi Extension 1.

*Improvements* (not guaranteed): A house under asbestos roof consisting of two bedrooms, bathroom, kitchen and lounge with garage.

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

Dated at Johannesburg on the 23rd day of August 1996.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1027.)

Case No. 247/96  
PH 388IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and KUBEKA, GRANT SIPHO, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Portion 40, Erf 343, Moroka Township, Registration Division IQ, Province of Gauteng, area 300 (three hundred) square metres, situated at 40 Mapheto Street, Moroka.

*Improvements* (not guaranteed): A house under tile roof consisting of two bedrooms, bathroom, kitchen, lounge and garage with walls around the property.

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

Dated at Johannesburg on the 23rd day of August 1996.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg.  
(Tel. 336-4052.) (Ref. ForeclosuresZ1029.)

Case No. 10862/94  
PH 388IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PADACYHEY, BASIL, First Defendant, and PADACYHEY, EVELYN MARIA, 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, Pollock Street, Magistrate's Court, Randfontein, on Friday, 4 October 1996 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 421, Toekomsrus Township, Registration Division IQ, Transvaal, area 402 (four hundred and two) square metres, situated at 421 Diamant Street, Toekomsrus.

*Improvements* (not guaranteed): A house under iron roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room and garage with wire fence around property.

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

Dated at Johannesburg on the 23rd day of August 1996.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg.  
(Tel. 336-4052.) (Ref. ForeclosuresZ210.)

Case No. 13456/96  
PH 388IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NORTHMORE, RICHARD DANIEL 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, 131 Marshall Street, Johannesburg, on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain unit consisting of section 19 and its undivided share in the common property in the Victoria Court and Edward Court Sectional Title Scheme, area 63 (sixty-three) square metres, situated at Unit 19 (Flat 29), Victoria Court, Daisy Street,

*Improvements* (not guaranteed): A sectional title unit consisting of bedroom, bathroom, kitchen, lounge and dining-room.

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

Dated at Johannesburg on the 19th day of August 1996.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1611.)

Case No. 7816/96  
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NGCOBO, BHEKUMUZI DAVID, First Defendant, and NGCOBO, MAGDALENA NOMALADI, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 885, Turffontein Township, Registration Division IR, Province of Gauteng, area 495 (four hundred and ninety-five) square metres, situated at 38 De Villiers Street, Turffontein.

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

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

Dated at Johannesburg on the 19th day of August 1996.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1390.)

Case No. 10357/96  
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and 102 MILLBOURN ROAD JUDITH'S PAARL 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, 131 Marshall Street, Johannesburg, on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 175, Judith's Paarl Township, Registration Division IR, Transvaal, area 447 (four hundred and forty-seven) square metres, situated at 102 Millbourn Street, Judith's Paarl.

*Improvements* (not guaranteed): A house under tile roof consisting of three bedrooms, one and a half bathrooms, kitchen, living-room, dining-room with garage, carport, servants' quarters and walls around the property.

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

Dated at Johannesburg on the 19th day of August 1996.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ590.)



Case No. 9346/96  
PH 388

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and WESSELS, GREGORY RAYMOND, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 3435, Northcliff Extension 25 Township, Registration Division IQ, Transvaal, area 1 409 (one thousand four hundred and nine) square metres, situated at 1 Cebeni Place, Northcliff Extension 25, Johannesburg.

*Improvements* (not guaranteed): A house under iron roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, study, family room, playroom with garage, swimming-pool, servants' quarters and walls around the property.

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

Dated at Johannesburg on the 19th day of August 1996.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1448.)

Case No. 129/96  
PH 388

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and FREDERICKS, FARIED, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 802, Mayfair West Township, Registration Division IQ, Province of Gauteng, area 496 (four hundred and ninety-six) square metres, situation 6 Mercury Street, Mayfair West.

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

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

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

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1068.)

Case No. 19713/95  
PH 388

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, NDLUNGWANE, SANDILE SHEPERD, First Defendant, and NDLUGWANE, DIKELEDI, 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 office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 1108, Ridgeway Extension 5 Township, Registration Division IR, Province of Gauteng, area 1 054 (one thousand and fifty-four) square metres, situation 81 Fiona Road, Ridgeway.



*Improvements* (not guaranteed): A house under iron roof consisting of five bedrooms, three bathrooms, kitchen, lounge, dining-room, family room, study, garage, servants' quarters with swimming-pool.

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

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

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ707.)

**Saak No. 6762/96  
PH 135**

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

**In die saak tussen NBS BANK LIMITED, Eiser/Eksekusieskuldeiser, en MABANDLA, B. & M. M.,  
Verweerder/Eksekusieskuldenaar**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys deur die Balju van die Hooggeregshof, Randfontein, gehou word op 4 Oktober 1996 om 10:00, by die Kantore van die Balju, Randfontein, 19 Pollockstraat, Randfontein, op die voorwaardes wat deur die afslaer gelees word ten tye van die verkoping en welke voorwaardes by die Balju van die Hooggeregshof, Randfontein, te Pollockstraat 19, Randfontein, ter insae lê, van die ondergemelde eiendom:

Lot 4290, Mohlakeng-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Gauteng provinsie, welke eiendom 300 (driehonderd) vierkante meter groot is en welke eiendom geleë is te Lot 4290, Mohlakeng-uitbreiding 3, en bestaande uit (nie gewaarborg nie): 'n Huis met sitkamer, kombuis, drie slaapkamers, badkamer en toilet.

**2. Terme:**

2.1 10% (tien per centum) van die koopprijs in kontant op die dag van die verkoping, en ten opsigte van die balans plus rente op die volle koopprijs teen heersende verbandkoerse betaalbaar teen registrasie van transport, moet 'n bank- of bougenootskap- of ander aanneembare waarborg, binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

2.2 Vendusiekoste betaalbaar by dag van verkoping sal as volg bereken word:

2.2.1 5% (vyf per centum) van die opbrengs van die verkoping tot 'n prys van R30 000 (dertig duisend rand) en daarna 3% (drie per centum) tot 'n maksimum fooi van R7 000 (seweduusend rand).

2.2.2 Minimum fooi R260 (tweehonderd-en-sestig rand).

Geteken te Johannesburg op hierdie 21ste dag van Augustus 1996.

Hofmeyr Ing., Fourth Floor, Forum II, Hoofdstraat 33, Braampark, Braamfontein. (Verw. W. van Rensburg/ivdb/NBS16.)

**Saak No. 3650/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK**

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en BOKIE TIMOTHY NGEDWA, Eerste Verweerder, en  
NOMPITIZELO IDA NGEDWA, Tweede Verweerder**

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 18 Junie 1996 die onderstaande eiendom, te wete:

Erf 3108, Evaton-Wes-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 300 (driehonderd) vierkante meter, in eksekusie verkoop sal word op 4 Oktober 1996 om 10:00, aan die hoogste bieder, by die Landdroshof, Vanderbijlpark:

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

**Verkoopvoorwaardes:**

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

2. Die koopprijs sal betaalbaar wees soos volg:

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

(b) Die balans is betaalbaar in kontant binne 14 dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne 14 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 in die naam van die koper.

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

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

Geteken te Vanderbijlpark hierdie 23ste dag van Augustus 1996.

Du Plessis Pieterse Scheepers & Van Rensburg, Prokureurs vir Eiser, Calance House 1, President Krugerstraat, Vanderbijlpark.

**Saak No. 10506/95**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en MALINGA, PHINEAS, 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, Marshallstraat 131, Johannesburg, op 3 Oktober 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 741, Naturena-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Maltaweg 103, Naturena, groot 800 (agt nul nul) vierkante meter.

*Verbeteringe* (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou*: Ingangsportaal, sitkamer, eetkamer, familiekamer, drie slaapkamers, badkamer/toilet, badkamer/toilet/stort, kombuis en TV-kamer. *Buitegeboue*: Dubbelmotorhuis en toilet. *Konstruktuer*: Baksteen met teëls.

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

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

Gedateer te Johannesburg op hede die 21ste dag van Augustus 1996.

Rossouws Prokureurs, Eiser se Prokureurs, Negenste Verdieping, Atkinsonhuis, hoek van Eloff- en Albertstraat, Johannesburg (Posbus 1588). (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8347E.)

**Saak No. 2601/95**

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, voorheen bekend as SAAMBOU NASIONALE BOUVERENIGING BEPERK, Eiser, en MBISHI FREDDY MOSEAMO, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 10 Maart 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Alberton, op 1 Oktober 1996 om 10:00, te Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, verkoop:

Sekere Erf 453, Tokoza-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Gauteng, groot 236 (tweehonderd ses-en-dertig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit badkamer, toilet, kombuis, sitkamer en drie slaapkamers.

Die koper moet 'n deposito van 10% (tien persent) van die koopprijs, 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, Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0245).]

Saak No. 2584/95

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

**In die saak tussen SAAMBOU BANK BEPERK, voorheen bekend as SAAMBOU NASIONALE BOUVERENIGING  
BEPERK, Eiser, en VUSUMUZI LUCAS MBOKAZI, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 10 Maart 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Alberton, op 1 Oktober 1996 om 10:00, te Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, verkoop:

Sekere Erf 450, Tokoza-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, Gauteng, groot 240 (tweehonderd-en-veertig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n kombuis, badkamer/toilet, twee slaapkamers en sitkamer.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belasting asook agterstallige erfbelastings betaal op die dag van die verkoping, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureur goedgekeur is, die waarborg aan die Balju binne 14 (veertien) dae na datum van 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, Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0247).]

Saak No. 949/91

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

**In die saak tussen BOPHUTHATSWANA NATIONAL DEVELOPMENT CORPORATION, Eiser, en  
DOREEN FAITH TSHAMBO (ID 5210031005101), Verweerder**

Ten uitvoerlegging van vonnis hierin toegestaan op 11 Februarie 1993 en die daaropvolgende lasbrief vir eksekusie, gedateer 22 Junie 1993 sal die Balju van die Landdroshof die onderstaande eiendom op Vrydag, 4 Oktober 1996 om 11:00, te Landdroskantoor Rustenburg, verkoop aan die hoogste bieder vir kontant, naamlik:

Erf 392, geleë in die dorpsgebied Geelhoutpark, Rustenburg, Registrasieafdeling JQ, Noordwes-provinsie, groot 1 762 (eenduisend sewehonderd twee-en-sestig) vierkante meter, die straatadres is Boronialaan 27.

*Die vernaamste verkoopvoorwaardes is die volgende:*

1. Die eiendom sal per openbare veiling verkoop word, sonder enige reserwe.
2. Onmiddellik na die verkoping moet die koper die verkoopvoorwaardes onderteken wat by die kantoor van die Balju van die Landdroshof, Rustenburg ter insae lê.
3. Die koper moet alle bedrae betaal wat noodsaaklik is vir die oordrag van die eiendom, insluitende oordragkoste, hereregte en munisipale belasting.
4. By die ondertekening van die verkoopvoorwaardes moet die koper 'n deposito ten bedrae van 10% (tien persent) van die koopprys in kontant aan die Balju betaal, terwyl hy die betaling van die balans van die koopprys moet verseker deur die lewering van 'n aanvaarbare bankwaarborg binne een-en-twintig (21) dae na die datum van die verkoping.
5. Die koper moet ook onmiddellik na afloop van die veiling afslaaerskommissie ten bedrae van die koopprys aan die Balju betaal.

Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof te Rustenburg, Smutslaan. Gedateer te Rustenburg op die 17de dag van Julie 1996.

Grobler Levin & Soonius, Derek Whitfield Sentrum, hoek van Boom- en Pretoriusstraat, Rustenburg, 0300. (Verw. mev. Levin/to/B719.)

Case No. 3290/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and DESMOND BARRY RIELANDER, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 25 April 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 4 October 1996 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 475, Atlasville Extension 1 Township, situated at 73 Venus Street, in the Township of Atlasville Extension 1, District of Boksburg, measuring 1 000 (one thousand) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising of a lounge, dining-room, kitchen, pantry, three bedrooms, two bathrooms, two toilets, entrance hall, TV room, two garages, outside toilet, patio, braai, brick driveway, swimming-pool and thatch lapa.

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

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

Dated at Boksburg on this 27th day of August 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, c/o Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 422-1350.) (Ref. N0070B/Mrs West.)

**Case No. 1517/95**

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION) (86/04794/06), Plaintiff, and SELLOANE ANGELINAH HLABANELO, First Defendant, and RASEKERI PHILIMON HLABANELO, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 13 March 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 11 October 1996 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 8183, Vosloorus Extension 9 Township, situated on 8183 Mo-Koatatsi Street, Vosloorus Extension 9, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 310 (three hundred and ten) square metres.

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

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

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

Dated at Boksburg on this 28th day of August 1996.

Hammond Pole & Dixon, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00611/Mrs Kok.)

**Case No. 3790/96**

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

**In the matter between ABSA BANK LTD (ALLIED BANK DIVISION), Plaintiff, and TREVOR WILLIAM CHIPP, First Defendant, and EILEEN CHIPP, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 9 July 1996 and warrant of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction, on 7 October 1996 at 12:00, at the property, namely:

Certain Erf 127, Impalapark Township, situated at 57 Dakota Street, Impalapark, Boksburg, measuring 843 (eight hundred and forty-three) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c. Outbuildings: Servants' quarters and w.c.

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

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

Dated at Boksburg on this 29th day of August 1996.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00875/Mrs Kok.)



Saak No. 6979/96

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en LOTTER, STEPHAN JACO, 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, Kantoor 9, Elnarandhof, hoek van Selkirk- en Blairgowriestraat, Randburg, op 8 Oktober 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 823, Sundowner-uitbreiding 25-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, en ook bekend as hoek van Keurboom- en Bergkareestraat, Sundowner-uitbreiding 25, groot 1 030 (een nul drie nul) vierkante meter.

*Verbeteringe* (geen waarborg in verband daarmee word gegee nie) bestaan uit die volgende: *Hoofgebou*: Ingangsportaal, sitkamer, eetkamer, studeerkamer, badkamer/stort/toilet, badkamer/toilet en kombuis. Buitegeboue: Opwasvertrek, dubbel motorhuis en toilet/stort. Konstruktueer: Baksteen met teëls.

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

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

Gedateer te Johannesburg op hede die 26ste dag van Augustus 1996.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8593E.)

Saak No. 15422/96

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en PRETORIUS, JAMES, Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Marshallstraat 131, Johannesburg, op 3 Oktober 1996 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Resterende Gedeelte van Erf 2036, Newlands-dorpsgebied (Jhb), Registrasieafdeling IQ, provinsie Gauteng, en ook bekend as Markstraat 68a, Newlands, Johannesburg, groot 250 m<sup>2</sup> (twee vyf nul) vierkante meter.

*Verbeteringe* (geen waarborg in verband daarmee word gegee nie) bestaan uit die volgende: *Hoofgebou*: Sitkamer, twee slaapkamers, sonkamer, badkamer en kombuis. Buitegeboue: Bediendekamer en toilet. Konstruktueer: Baksteen met teëls.

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

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

Gedateer te Johannesburg op hede die 26ste dag van Augustus 1996.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstraat, Posbus 1588, Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8686E.)

Case No. 7069/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CHRISTIAAN JAKOBUS JANSE VAN VUUREN,  
First Defendant, and LEONELLA RENE JANSE VAN VUUREN, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Brakpan on 17 July 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 11 October 1996 at 11:00, at the premises of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 229, Brakpan Township, situated at 7 Milner Avenue, in the Township of Brakpan, District of Brakpan, measuring 991 (nine hundred and ninety-one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, thatch roof, comprising of a lounge, dining-room, bedroom, kitchen, family room, bathroom, study, jacuzzis, garage, carport, swimming-pool, tennis court and servant's quarter.

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

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

Dated at Brakpan on this 28th day of August 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue, Benoni; P.O. Box 13871, Benoni, 1500. (Tel. 422-1350.) (Ref. N57028/Mrs West.)

**Case No. 6367/96**

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

**In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and  
BRIAN LAWRENCE SUMMERS, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni on 11 July 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 2 October 1996 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Holding 202, Rynfield Agricultural Holdings Section 2, situated on 202 Vlei Road, in the Township of Rynfield, District of Benoni, measuring 2,6256 (two comma six two five six) hectares.

The following improvements are reported to be on the property, but nothing is guaranteed: A five acre plot with shed and part office (to be treated as vacant land).

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

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

Dated at Benoni on this 27th day of August 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue. (Tel. 422-1350.) (Ref. B1189F/Mrs West.)

**Case No. 2637/95**

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  
TREVOR KNOETZE, Defendant**

In pursuance of a judgment of the Magistrate's Court at Germiston and writ of execution dated 27 October 1995, the property listed hereunder will be sold by Property Mart, on site, on Wednesday, 2 October 1996 at 11:00, to the highest bidder:

Erf 183, Dinwiddie Township, Registration Division IR, Province of Gauteng, measuring 773 (seven hundred and seventy-three) square metres, held under Deed of Transfer T59167/1992, situated at 55 Langdale Road, Dinwiddie, Germiston.

*Terms:*

1. The judgment creditor described the improvements on the property as set out hereunder, but no warranties are given in respect thereof: Residence comprising entrance hall, lounge, dining-room, three bedrooms, bathroom/shower/toilet, kitchen, laundry, garage and servant's room.

2. The property will be sold voetstoots without reserve, by way of public auction to the highest bidder, subject to and apart from the provisions of the Magistrates' Courts Act, 1944, as amended, and subject further to all existing conditions and servitudes, whether registered in the title deed or referred to therein or not.

3. The purchase price shall be paid as to 10% (ten per centum) 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 14 (fourteen) days of the date of the sale to the Sheriff, Magistrate's Court.

4. The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of Property Mart, at First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, and at the office of the Sheriff, Magistrate's Court, Third Floor, United Building, 177 President Street, Germiston, during normal business hours.

Wright, Rose-Innes, Plaintiff's Attorneys, 305 President Street, Germiston, 1401. (Ref. 19797/Mr De Vos/PT.)

Case No. 5467/91

## 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 ROBERT ALLAN, First Defendant, and NOLEEN JOYCE ALLAN, Second Defendant**

In pursuance of a judgment of the Magistrate's Court at Germiston and writ of execution dated 15 January 1996, the property listed hereunder will be sold by Property Mart, on site, on Wednesday, 2 October 1996 at 12:00, to the highest bidder:

Erf 660, Delville Township, Registration Division IR, Province of Gauteng, measuring 1 318 (one thousand three hundred and eighteen) square metres, held under Deed of Transfer T48910/1989, situated at 30 Dunkirk Road, Delville, Germiston.

*Terms:*

1. The Judgment Creditor described the improvements on the property as set out hereunder, but no warranties are given in respect thereof: Residence comprising entrance hall, lounge, three bedrooms, bathroom, toilet, kitchen, pantry, scullery and verandah.

2. The property will be sold voetstoots without reserve, by way of public auction to the highest bidder, subject to and apart from the provisions of the Magistrates' Courts Act, 1944, as amended, and subject further to all existing conditions and servitudes, whether registered in the title deed or referred to therein or not.

3. The purchase price shall be paid as to 10% (ten per centum) 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 14 (fourteen) days of the date of the sale to the Sheriff, Magistrate's Court.

4. The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of Property Mart, at First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, and at the offices of the Sheriff, Magistrate's Court, Third Floor, United Building, 177 President Street, Germiston, during normal office hours.

Wright, Rose-Innes, Plaintiff's Attorneys, 305 President Street, Germiston, 1401. (Ref. 20616/Mr de Vos/PT.)

Case No. 8935/96

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

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and JOSUA HENDRIK DU TOIT, Defendant**

A sale in execution of the property described hereunder will take place on 1 October 1996 at 12:00, by Michael James Organisation, on site, to the highest bidder:

(a) Section 12, as shown and more fully described on Sectional Plan SS23/1977, in the scheme known as Sarie Court, in respect of the land and building/buildings situated at Primrose Township, Local Authority of Germiston; 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 township, Registration Division IR, Province of Gauteng, measuring 47 square metres, property known as 12 Sarie Court, corner of Marigold and Rietfontein Streets, Primrose, Germiston, comprising flat comprising entrance hall, lounge, dining-room, kitchen, bedroom and bathroom/toilet.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the offices of Michael James Organisation, 708 Pretoria Main Road, Wynberg, and at the offices of the Sheriff, Magistrate's Court, Fourth Floor, Standard Towers, 247 President Street, Germiston.

Wright, Rose-Innes, Plaintiff's Attorneys, 305 President Street, Germiston, 1401. (Ref. 101081/Mr de Vos/PT.)

Case No. 4188/95

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and WILLIAM THOMAS HASKINS, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 17 April 1996, the property listed hereunder will be sold in execution on Wednesday, 2 October 1996 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni:

Erf 354, Rynfield, IR Division, Transvaal, under Deed of Transfer T27/1990, measuring 1 983 (one thousand nine hundred and eighty-three) square metres, known as 29 Honiball Street, Rynfield, Benoni.

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

*The material conditions of sale are:*

(a) The sale will be held by public auction and subject to the other conditions of sale without reserve and will be voetstoots.

(b) Immediately after the auction, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Courts Office, 215 Arcadia, 84 Princes Avenue, Benoni.



(c) 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 (if applicable), and will obtain an electrical installation certificate of compliance under Act No. 6 of 1983.

(d) The purchase price shall be paid as to 10% (ten per centum) thereof or if the purchase price is less than R10 000 (ten thousand rand) then the total purchase price simultaneously with the signature of the conditions of sale. The balance of the purchase price together with interest at the current rate referred to in the warrant of execution on the amount of the Plaintiff's claim (and in the event of there being any preferent creditor/s then the highest interest rate payable upon the preferent creditor's claim with the highest preference and/or claim) from the date of sale to the date of transfer shall be secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. Provided that if the Plaintiff or any other bondholder is entitled to a higher rate of interest, then that rate shall be applicable. The guarantee shall be delivered by the purchaser to the Sheriff, or upon the Sheriff's instructions to the Plaintiff's conveyancers, within 14 (fourteen) days of the date of sale and shall provide for the payment on registration of transfer of the property of the full balance and any such interest payable as aforesaid provided that if the Plaintiff be the purchaser, then no deposit or guarantee will be necessary and the Plaintiff shall pay the full purchase price plus interest to the Sheriff of the Court in cash against transfer.

(e) In the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution, the property will be sold subject to any lease, registered mortgage bond/s or other real right, otherwise the property is sold free of any lease. If the Execution Creditor is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation shall be exercisable only against the occupier.

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

Dated at Benoni on this the 28th day of August 1996.

G. Müller, for Connack Müller & Co., Plaintiff's Attorneys, Cedvic House, 94 Princes Avenue, Benoni. (Ref. Mr Müller/cb/sd/BP224.)

**Case No. 25940/93**

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

**In the matter between NBS BANK LIMITED, Plaintiff, and EPEL CYNTHIA DOLORES, 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 1 February 1994, will be sold in execution on Thursday, 3 October 1996 at 10:00, at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, to the highest bidder:

Erf 123, Glenhazel Township, Registration Division IR, Province of Gauteng, in extent 2 037 (two thousand and thirty-seven) square metres, situated at 20 Northfield Avenue, Glenhazel, Johannesburg.

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

*Residence:* Single-storey dwelling, detached. *Walls:* Brick and plaster. *Roof:* Tiles. *Floor:* Tiles. *Rooms:* Lounge, dining-room, kitchen, four bedrooms, two bathrooms, two showers and two toilets. *Other:* Entrance hall and family room. *Outbuildings:* Double garage, two servant's rooms, two stores, toilet and bathroom and laundry. *Boundary:* Concrete walls. *Improvements:* Swimming-pool, electric gate, paving and walls.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, Johannesburg East, 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 this 28th day of August 1996.

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (Docex. DX. 571.) (Tel. 336-3913/4; 336-3921/2/3.) (Ref. Mr Steyn/811.)

**Saak No. 73012/95**

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen NBS BANK LIMITED, Eiser, en VUYISA PULCHERIA MANDILE,  
Identiteitsnommer 6209205001205, Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 5 Desember 1995, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Sentraal, te NG Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder op 8 Oktober 1996 om 10:00:

Deel 13, soos getoon en meer volledig omskryf op Deelplan SS847/94, in die skema bekend as Park Gardens, ten opsigte van die grond en gebou of geboue geleë te Pretoria-dorpsgebied, Plaaslike Owerheid: Stadsraad van Pretoria, groot 84 (vier-en-tagtig) vierkante meter, beter bekend as Park Gardens 105, hoek van Van der Walt- en Jacob Marestraat, Pretoria.



*Voorwaardes van verkoping:*

1. Die eiendom sal aan die hoogste bieder verkoop word en die koop sal onderworpe wees aan die terme en voorwaardes van die 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: Twee en 'n half slaapkamerwoning met sitkamer/eetkamer, kombuis, badkamer en onderdak parking.

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

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

Geteken te Pretoria op hierdie 30ste dag van Augustus 1996.

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

**Saak No. 27291/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen NBS BANK LIMITED, Eiser, en HENDRIK BENJAMIN VAN DYK, Verweerder, en EMMARENTIA ALETTA VAN DYK, Tweede Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 5 Junie 1996 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Suid, te Fehrslaan Sentrum, Strubenstraat 130A, Pretoria, aan die hoogste bieder op 9 Oktober 1996 om 10:00:

Erf 819, geleë in die Wierdapark-dorpsgebied, Registrasieafdeling JR, provinsie Gauteng, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter, beter bekend as Koedoestraat 222, Wierdapark.

*Voorwaardes van verkoping:*

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf, maar nie gewaarborg nie: Enkelverdieping woonhuis met drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer, stort, enkelmotorhuis, afdak en plaveisel met swembad.

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

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

Geteken te Pretoria op hierdie 30ste dag van Augustus 1996.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR68066.)

**Saak No. 321/95**

IN DIE LANDDROSHOF VIR DIE DISTRIK SOSHANGUVE GEHOU TE SOSHANGUVE

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en M. F. MOKOENA, Verweerder**

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

Die reg, titel en belang van Erf 465, Blok BB, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Soshanguve, gehou kragtens Akte van Transport van Huurpag T27572/92, groot 1 093 (een nul nege drie) vierkante meter.

*Verbeterings* (ten opsigte waarvan egter geen waarborg gegee kan word nie.)

Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit portaal, sitkamer, eetkamer, twee badkamers, kombuis, drie slaapkamers en motorhuis.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% (tien persent) 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 30ste dag van Augustus 1996.

C. J. van Wyk, vir Hack Stupel & Ross, HSR-gebou, Emily Hobhouselaan 264, Pretoria-Noord. (Verw. mnr. Van Wyk/B154/3/EJ.)

Case No. 11561/95  
PH 388

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and HILI, OSBORN MKHAWULELI, First Defendant, and HILI, BANANA EVELYN, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 10 Liebenberg Street, Roodepoort, on Friday, 4 October 1996 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 1054, Dobsonville Township, Registration Division IQ, Province of Pretoria—Witwatersrand—Vereeniging, area 310 (three hundred and ten) square metres, situated at 1054 Ledwaba Street, Dobsonville.

*Improvements* (not guaranteed): A house under iron and asbestos roof consisting of two bedrooms, kitchen and dining-room with three outside rooms.

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

Dated at Johannesburg on 27 August 1996.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ554.)

Saak No. 3912/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

**In die saak tussen NBS BANK BEPERK, Eiser, en MONKHE ISIAH MOKHOMO, Verweerder**

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof, op 14 Junie 1996, die onderstaande eiendom te wete:

Perseel 1783, Evaton-Noord-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 330 (driehonderd-en-dertig) vierkante meter, in eksekusie verkoop sal word, op 4 Oktober 1996 om 10:00, aan die hoogste bieder, by die Landdroshof, Vanderbijlpark.

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

*Verkoopvoorwaardes:*

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

2. Die koopprys sal betaalbaar wees soos volg:

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

(b) Die balans is betaalbaar in kontant binne veertien (14) dae vanaf die datum van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer te word binne veertien (14) 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 in die naam van die koper.

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

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

Geteken te Vanderbijlpark hierdie 26ste dag van Augustus 1996.

Du Plessis, Pieterse, Scheepers & Van Rensburg, Prokureurs vir Eiser, Calance House 1, President Krugerstraat, Vanderbijlpark.

Saak No. 3016/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

**In die saak tussen MERCANTILE SAVINGS & LOANS, Eiser, en BABSI TRYPHINA MBATA, 4608100251080, Verweerder**

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 28 Desember 1994, die onderstaande eiendom, te wete:

Erf 405, Tsakane-dorpsgebied, Brakpan, geleë te Khumalostraat 405, Tsakane, Brakpan, bestaande uit 257 (tweehonderd sewe-en-veertig) vierkante meter, met sonering Residensiële in eksekusie verkoop sal word op 11 Oktober 1996 om 11:00, te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste bieder.

Die volgende verbeteringe skyn op die eiendom te wees, maar word nie gewaarborg nie: Woning gebou van bakstene met teëldak en draadomheining bestaande uit sitkamer, vier slaapkamers (een hoof), badkamer en kombuis. Buitegeboue bestaan uit 'n enkelmotorhuis.

**Voorwaardes van verkoping:** Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju, Brakpan. 'n Substansiële bougenootskaplening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 24ste dag van Augustus 1996.

S. M. Nel, vir Geyser de Kock & Vennote, Glenleyhuis, Kingswaylaan 116, Brakpan. [Tel. (011) 744-4620; Faks (011) 744-4663.] (Verw. mev. Coetzer/ALC1.)

Saak No. 9629/91

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

**In die saak tussen ABSA BANK BEPERK, No. 86/04794/06 (ALLIED BANK DIVISIE), Eiser, en MAXALA SIMON VILAKAZI en MAGRUTA ALICE VILAKAZI, Verweerders**

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van Landdroshof, hoek van F. W. Beyers- en Generaal Hertzogweg, Vanderbijlpark, op 4 Oktober 1996 om 10:00, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju, Landdroshof, Vanderbijlpark:

Sekere Erf 204, Sebokeng, Eenheid 6-uitbreiding 5-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 729 vierkante meter.

**Verbeterings:** Sitkamer, twee slaapkamers, badkamer/w.c. en kombuis.

**Terme:** Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig.

**Die koopprys sal as volg betaalbaar wees:**

(a) Tien persentum (10%) van die koopprys is betaalbaar in kontant na afhandeling van die verkoping;

(b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 19,25% (negentien komma twee vyf persent) per jaar vanaf datum van koop tot datum van betaling;

(c) die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie; en

(d) die koper sal ook aanspreeklik wees vir betaling van afslaaerskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

**Voorwaardes:** Die voorwaardes van koop sal deur Balju, Landdroshof, uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging hierdie 26ste dag van Augustus 1996.

D. C. J. Hoffman, vir D. J. Malan & Hoffman, Cicerogebou, Lesliestraat 14, Posbus 415, Vereeniging. (Verw. mnr. Hoffman.)

## IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

**In die saak tussen ABSA BANK BEPERK, No. 86/04794/06 (ALLIED BANK DIVISIE), Eiser, en  
JACOB MADUNA en SIBONGILE RUTH MADUNA, Verweerders**

Ter uitvoering van 'n uitspraak van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van Landdroshof, hoek van F. W. Beyers- en Generaal Hertzogweg, Vanderbijlpark, op 4 Oktober 1996 om 10:00, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju, Landdroshof, Vanderbijlpark:

Sekere Erf 51, in die dorp Sebokeng, Eenheid 10, Registrasieafdeling IQ, Transvaal, groot 293 vierkante meter.

*Verbeterings:* Sitkamer, drie slaapkamers, badkamer/w.c. en kombuis.

*Terme:* Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van artikel 66 van die Landdroshofwet, No. 32 van 1944, soos gewysig.

*Die koopprys sal as volg betaalbaar wees:*

(a) Ten persentum (10%) van die koopprys is betaalbaar in kontant na afhandeling van die verkoping;

(b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 19,25% (negentien komma twee vyf persent) per jaar vanaf datum van koop tot datum van betaling;

(c) die inligting hierbo vermeld word onder die aandag van voornemende kopers gebring maar niks word gewaarborg nie; en

(d) die koper sal ook aanspreeklik wees vir betaling van afslaerskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

*Voorwaardes:* Die voorwaardes van koop sal deur die Balju, Landdroshof, uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging hierdie 26ste dag van Augustus 1996.

D. C. J. Hoffman, vir D. J. Malan & Hoffman, Cicerogebo, Lesliestraat 14, Posbus 415, Vereeniging. (Verw. mnr. Hoffman.)

Case No. 7448/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED (trading as UNITED BANK), Plaintiff, and Mc CRATE, CHRISTIAAN  
FREDERICK, First Defendant, and Mc CRATE, ANNA MARIA, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held by the Sheriff of the Supreme Court at 8 Elna Randhof, corner of Blairgowrie Drive and Selkirk Drive, Blairgowrie, Randburg, on 1 October 1996 at 10:00, of the undermentioned property of the Defendant which conditions may be inspected at the offices of the Sheriff of the Supreme Court, Randburg, prior to the sale:

Certain Portion 34 of Erf 737, Bromhof Extension 37 Township, Registration Division IQ, Province of Gauteng, being 34 Duncan Crescent, Bromhof Extension 37, measuring 202 (two hundred and two) square metres.

The following information is furnished *re* improvements, though in this respect nothing is guaranteed: Dwelling house comprising lounge, dining-room, two bedrooms, bathroom and kitchen. Outbuildings comprising of carport.

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

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

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

De Vries Serobe, Attorneys for Plaintiff, 42nd Floor, Carlton Centre, corner of Commissioner and Von Wielligh Streets, Johannesburg. (Tel. 331-9128.) (Ref. M. Postma/ap M24072.)



Case No. 28148/95

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

**In the matter between ABSA BANK LIMITED (UNITED), Plaintiff, and MANLEY, RUSSEL DONALD, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held by the Sheriff of the Supreme Court at First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 8 October 1996 at 10:00, of the undermentioned property of the Defendant which conditions may be inspected at the offices of the Sheriff of the Supreme Court, Alberton, prior to the sale:

*A certain unit:*

(a) Section 6, as shown and more fully described in Sectional Plan SS6/1981, in the scheme known as Java Park, in respect of the land and buildings situated at New Market Park Township in the area of the Alberton City Council, of which the floor area, according to the said sectional plan is 127 (one hundred and twenty-seven) square metres.

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan (also known as 6 Java Park, Elandsfontein Drive, New Market Park), held under Deed of Transfer ST15139/95.

The following information is furnished *re* improvements, though in this respect nothing is guaranteed: A unit comprising of entrance hall, lounge, dining-room, three bedrooms, two bathrooms, kitchen and study. Outbuildings comprising of none.

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

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

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

De Vries Serobe, Attorneys for Plaintiff, 42nd Floor, Carlton Centre, corner of Commissioner and Von Wielligh Streets, Johannesburg. (Tel. 331-9128.) (Ref. M. Postma/ap M223899.)

Saak No. 1250/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PHALABORWA GEHOU TE PHALABORWA

**In die saak tussen ABSA BANK BEPERK (UNITED DIVISIE), Eiser, en T. E. VAN ACHTERBERGH, 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 op 27 September 1996 om 10:00, sonder reserwe, en aan die hoogste bieder:

Erf 2268, Phalaborwa-uitbreiding 8, Registrasieafdeling LU, Noordelike Provinsie, groot 1 500 vierkante meter.

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

*Die vernaamste verkoopvoorwaardes van die verkoping is:*

1. Tensy reëlings voor die verkoping met die Eiser getref is, sal die koper 'n deposito van 10% (tien persent) van die koopprys, of R1 000 (eenduisend rand), wat ook al 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 bouverenigingwaarborg 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 21ste dag van Augustus 1996.

P. C. Kuun, Coetzee & Van der Merwe, Tovancogebou, Posbus 217, Phalaborwa, 1390. (Verw. mnr. Kuun/rh.)

Case No. 12872/95

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and PETRUS LEPEKOLA MPETE, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held by the Sheriff of Highveld Ridge on 2 October 1996 at 10:00, at 13 Pennsylvania Road, Evander, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Erf 2501, Embalenhle Township, Registration Division IS, Transvaal, measuring 313 square metres and held under Certificate of Registered Grant of Leasehold TL1510/89 known as 2501 Isambane Street, Embalenhle Extension 7.

The following information is furnished, though in this regard nothing is guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms, bathroom and w.c. Tile roof and wire fencing.

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

**Conditions:** The conditions of sale may be inspected at the offices of the Sheriff, Highveld Ridge at 13 Pennsylvania Road, Evander.

Dated at Pretoria this 26th day of August 1996.

Savage Jooste & Adams Inc., Plaintiff's Attorneys, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria.  
(Ref. Mrs Kartoudes/mvr/24886.)

Case No. 15294/96  
PH 104

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

**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and MKHONZA, MHLUPEKI MOSES, First Execution Debtor, and MKHONZA, GERTRUDE ELLEN, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 4 October 1996 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56 12th Street, Springs, prior to the sale:

**Certain:** All right, title and interest in the leasehold in respect of Erf 14635, situated in the Township of kwaThema Extension 2, Registration Division IR, Transvaal, being 14635, kwaThema Extension 2, Springs, measuring 518 (five hundred and eighteen) square metres.

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

Dated at Johannesburg this 22nd day of August 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdm/M1958.)

Case No. 15626/96  
PH 104

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

**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and MASALESA, MATOME PATRICK, First Execution Debtor, and MASALESA, DORANA JOSEPHINA, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 4 October 1996 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56 12th Street, Springs, prior to the sale:

**Certain:** All right, title and interest in the leasehold in respect of Lot 13860, situated in the Township of kwaThema Extension 2, Registration Division IR, Transvaal, being 13860 kwaThema Extension 2, Springs, measuring 287 (two hundred and eighty-seven) square metres.

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

Dated at Johannesburg this 22nd day of August 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdm/M1963.)

Case No. 3446/96  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and VENTER, BASTIAAN HENDRIKUS, First Execution Debtor, and VENTER, SARIE ELIZABETH, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 3 October 1996 at 10:00, of the under-mentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Portion 2 of Erven 1888 and 1901, situated in the Township of Rosettenville Extension, Registration Division IR, Transvaal, being 26 Vincent Street, Rosettenville Extension, Johannesburg, measuring 247 (two hundred and forty-seven) and 99 (ninety-nine) square metres.

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

Dated at Johannesburg this 21 August 1996.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/V.163.)

Case No. 29490/95  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and MASOMBUKA, LOUIS KENNETH, First Execution Debtor, and MASOMBUKA, ELIRETTA LINDIWE, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 3 October 1996 at 10:00, of the under-mentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Soweto East, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Lot 10476, situated in the Township of Meadowlands, Registration Division IQ, Gauteng, being 4055 Maseru Street, Meadowlands Zone 9, Soweto, Johannesburg, measuring 240 (two hundred and forty) square metres.

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

Dated at Johannesburg this 22 August 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdrn/M1347.)

Case No. 15334/96  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and MOTLHOTSANE, THABO ASHWELL, First Execution Debtor, and MOTLHOTSANE, NONHLANHLA FRANCES, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at Sheriff's Office, Roodepoort South/Dobsonville, on 4 October 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, Dobsonville's Office, 10 Liebenberg Street, Roodepoort, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Erf 11215, situated in the Township of Dobsonville Extension 2, Registration Division IQ, Transvaal, being 11215 Dobsonville Extension 2, Roodepoort, measuring 361 (three hundred and sixty-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, three bedrooms, bathroom, bathroom/w.c. and separate w.c.

Dated at Johannesburg this 22nd day of August 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdrn/M1190.)

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and MAKHATHINI, FIKILE SYLVIA, First Execution Debtor, and MAKHATHINI, THEODORAH NGONENE, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort South/Dobsonville, on 4 October 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff for Dobsonville's Office, 10 Liebenberg Street, Roodepoort prior to the sale:

Certain Erf 1462, situated in the Township of Doornkop Extension 1, Registration Division IQ, Transvaal, being 1462 Doornkop Extension 1, Dobsonville, Roodepoort, measuring 360 (three hundred and sixty) square metres

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

Dated at Johannesburg on this 22nd day of August 1996.

B. W. Webber, Ramsay, Webber and Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdn/M1222.)

Saak No. 186/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

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

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

Eiendom: Alle reg, titel en belang in en tot die huurpag ten aansien van Erf 11453, Kagiso-uitbreiding 6-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 372 (drie honderd twee-en-sewentig) vierkante meter, ligging, Calendulastraat 11453, Kagiso-uitbreiding 6, Krugersdorp, in eksekusie verkoop op 2 Oktober 1996 om 10:00, deur die Balju by sy kantoor te Klaburnhof, Ockersstraat 22B, Kugersdorp.

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

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

Saak No. 32/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK SCHWEIZER-RENEKE GEHOU TE SCHWEIZER-RENEKE

**In die saak tussen TENFIN (EDMS) BPK., Eiser, en EDWARD SIBIYA, Verweerder**

Ingevolge 'n uitspraak van die bogemelde Hof en 'n lasbrief vir eksekusie gedateer 3 Julie 1996, sal die volgende onroerende eiendom wat uitwinbaar verklaar is op Vrydag, 27 September 1996 om 10:00, te perseel 49, Ipelegeng, Schweizer-Reneke, verkoop word in eksekusie aan die hoogste bieder:

Een woonhuis.

*Verkoopvoorwaardes:*

1. Die eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van artikel 77 van die Landdroshofwet 32 van 1944, soos gewysig en die regte van ander voorkeurskuldeisers.

2. Een tiende van die koopprys sal betaalbaar wees in kontant, direk na die veiling en die balans koopprys deur middel van bankwaarborg of reëling aanvaarbaar vir die prokureurs De Kock & Duffey betaalbaar teen oordrag van die eiendom op naam van koper.

3. Die volledige verkoopvoorwaardes wat voor die verkoping deur die Balju uitgelees sal word, lê ter insae by die Landdroskantoor.

4. Die eiendom word verkoop onderworpe aan die terme, voorwaardes en beperkings soos neergelê. Die koper sal verantwoordelik wees vir betaling van alle kostes en enige bykomstige onkoste.

Geteken te Schweizer-Reneke op hierdie 19de dag van Augustus 1996.

G. J. Olivier vir De Kock & Duffey, Prokureurs vir die Eiser, Bothastraat, Schweizer-Reneke.

H. J. Boonzaai, vir die Balju, Homanstraat, Schweizer-Reneke.



Case No. 19365/95  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and MAINE, MAHLOMOLA ZACHARIA, First Execution Debtor, and MAINE, ANNA, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 4 October 1996 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 17787, situated in the Township of Vosloorus Extension 25, Registration Division IR, Transvaal, being 17787 Vosloorus Extension 25, Boksburg, measuring 273 (two hundred and seventy-three) square metres.

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

Dated at Johannesburg this 22nd day of August 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdn/M1218.)

Case No. 9267/95  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 8 October 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

All right, title and interest in the leasehold in respect of Lot 5514, situated in the Township of Moleleki Extension 2, Registration Division IR, Gauteng, being 5514 Moleleki Extension 2, Kattlehong, measuring 265 (two hundred and sixty-five) square metres.

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

Dated at Johannesburg this 22nd day of August 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdn/M1109.)

Case No. 5320/96  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and MOFOKENG, MAHOANE LAWRENCE, First Execution Debtor, and MOFOKENG, TSELANE DOROTHIA, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 8 October 1996 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain Erf 2392, situated in the Township of Spruitview, Registration Division IR, Gauteng, being 2392 Poto Street, Spruitview, measuring 360 (three hundred and sixty) square metres.

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

Dated at Johannesburg this 22nd day of August 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdn/M1532)

Case No. 29717/95  
PH 104

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between STANDARD BANK OF S.A. LTD, Execution Creditor,  
and MTHIMKULU, PRECIOUS BONGIWE, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendant on conditions which will lie for inspection at the office of the Sheriff, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 3656, situated in the Township of Protea Glen Extension 2, Registration Division IQ, Gauteng, being 3656 Protea Glen Extension 2, Soweto, Johannesburg, measuring 270 (two hundred and seventy) square metres.

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

Dated at Johannesburg this 22nd day of August 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdm/M1360.)

Case No. 20158/94  
PH 104

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between STANDARD BANK OF S.A. LTD, Execution Creditor, and MNISI, GLADSTONE,  
First Execution Debtor, and NGUBENI, ROSIMA NONHLANHLA, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 8 October 1996 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain Erf 2298, situated in the Township of Spruitview, Registration Division IQ, Gauteng, being 2298 Spruitview, Katlehong, measuring 360 (three hundred and sixty) square metres.

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

Dated at Johannesburg this 22nd day of August 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdm/M901.)

Case No. 4881/94

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

**In the matter between NBS BANK LIMITED, Plaintiff, and FARAO BOYBOY SHAI, First Defendant,  
and MIRRIAM SHAI, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 3 February 1995, the property listed hereunder will be sold in execution on Wednesday, 2 October 1996 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

All the right, title and interest in the leasehold in respect of Erf 1479, Etwatwa Extension 2 Township, Registration Division IR, Province of Gauteng, measuring 284 (two hundred and eighty-four) square metres, known as Erf 1479, Etwatwa Extension 2, Benoni.

The property is zoned Residential in terms of relevant town-planning scheme.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building*: Single storey dwelling, tiled roof, lounge, kitchen, two bedrooms, bathroom, toilet and wire fencing.

*Terms and conditions*: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) thereof on the date of sale, and the unpaid balance within 14 (fourteen) days, and shall be paid by a bank or building society guarantee against transfer.

The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Benoni.

Dated at Benoni on this the 19th day of August 1996.

N. S. Jury, for Neil Stuart Jury, 144 Woburn Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N. S. Jury/N393.)

## Case No. 10103/94

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

**In the matter between NBS BANK LIMITED, Plaintiff, and ROBERT VUSUMUZI MNISI, First Defendant, and BETTY SIBONGILE MNISI, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 18 January 1995 the property listed hereunder will be sold in execution on Wednesday, 2 October 1996 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

All the right, title and interest of the leasehold in respect of Erf 1390, Etwatwa Extension 2 Township, Registration Division IR, Province of Gauteng, measuring 247 (two hundred and forty-seven) square metres, known as Erf 1390, Etwatwa Extension 2, Benoni.

The property is zoned Residential in terms of the relevant town-planning scheme.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building*: Single storey dwelling, plaster walls, tile roof, lounge, kitchen, two bedrooms, bathroom, toilet and wire fencing.

*Terms and conditions:*

The purchase price will be payable as to a deposit in cash of 10% (ten per cent) thereof on the date of sale, and the unpaid balance within 14 (fourteen) days, and shall be paid by a bank or building society guarantee against transfer.

The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Benoni.

Dated at Benoni on this 19th day of August 1996.

N. S. Jury, for Neil Stuart Jury, 144 Woburn Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N. S. Jury/N393.)

## Case No. 8166/95

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

**In the matter between NBS BANK LIMITED, Plaintiff, and NKULULEKO WALTER NKOSI, First Defendant, and KETENA AGNES NKOSI, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 13 June 1995 the property listed hereunder will be sold in execution on Wednesday, 2 October 1996 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

All the right, title and interest of the leasehold in respect of Erf 6233, Etwatwa Extension 3 Township, Registration Division IR, the Province of Gauteng, measuring 260 (two hundred and sixty) square metres, known as Erf 6233, Etwatwa Extension 3, Benoni.

The property is zoned Residential in terms of the relevant town-planning scheme.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building*: Single storey dwelling, brick walls, tile roof, lounge, kitchen, two bedrooms, bathroom, toilet and wire fencing.

*Terms and conditions:*

The purchase price will be payable as to a deposit in cash of 10% (ten per cent) thereof on the date of sale, and the unpaid balance within 14 (fourteen) days, and shall be paid by a bank or building society guarantee against transfer.

The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Benoni.

Dated at Benoni on this 19th day of August 1996.

N. S. Jury, for Neil Stuart Jury, 144 Woburn Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N. S. Jury/N393.)

## Case No. 279/95

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

**In the matter between NBS BANK LIMITED, Plaintiff, and RONALD MZWANDILE SIYANGAPI, First Defendant, and PRISCILLA THOKO SIYANGAPI, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 8 February 1995 the property listed hereunder will be sold in execution on Wednesday, 2 October 1996 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

All the right, title and interest in the leasehold in respect of Erf 1497, Etwatwa Extension 2 Township, Registration Division IR, Province of Gauteng, measuring 317 (three hundred and seventeen) square metres, known as Erf 1497, Etwatwa Extension 2, Benoni.

The property is zoned Residential in terms of the relevant town-planning scheme.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building*: Single storey dwelling, brick walls, tile roof, lounge, kitchen, three bedrooms, bathroom, toilet and wire fencing.

*Terms and conditions:*

The purchase price will be payable as to a deposit in cash of 10% (ten per cent) thereof on the date of sale, and the unpaid balance within 14 (fourteen) days, and shall be paid by a bank or building society guarantee against transfer.

The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Benoni.

Dated at Benoni on this 19th day of August 1996.

N. S. Jury, for Neil Stuart Jury, 144 Woburn Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N. S. Jury/N393.)

**Case No. 139/95****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BENONI HELD AT BENONI****In the matter between NBS BANK LIMITED, Plaintiff, and TEMO TIMOTHY RADINNE, First Defendant, and  
NZABENZENI CHRISTINA SIBANYONI, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 2 February 1995, the property listed hereunder will be sold in execution on Wednesday, 2 October 1996 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

All the right, title and interest in the leasehold in respect of Erf 1443, Etwatwa Extension 2 Township, Registration Division IR, Province of Gauteng, measuring 260 (two hundred and sixty) square metres, known as Erf 1443 Etwatwa Extension 2, Benoni.

The property is zoned residential in terms of the relevant Town Planning Scheme.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: Main Building: Single storey dwelling, blocks and plaster walls, tile roof, lounge, kitchen, two bedrooms, bathroom and toilet.

*Terms and conditions:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) thereof on the date of sale, and the unpaid balance within 14 (fourteen) days, and shall be paid by a bank or building society guarantee against transfer.

The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Benoni.

Dated at Benoni on this 19th day of August 1996.

N. S. Jury, for Neil Stuart Jury, 144 Woburn Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N. S. Jury/N393.)

**Case No. 2320/93****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SPRINGS HELD AT SPRINGS****In the matter between FIRST NATIONAL BANK, Plaintiff, and N. E. MBUKWANE, Defendant**

In pursuance of a judgment of the above Honourable Court and writ of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs on 4 October 1996 at 15:00, at the premises situated at 66 Fourth Street, Springs to the highest bidder:

Erf 10968, kwaThema Township, measuring 378 square metres, Registration Division IR, Province Gauteng, also known as 10968 Marule Street, kwaThema, property description brick building with asbestos roof consisting of lounge, kitchen, bathroom, toilet and three bedrooms. Outbuildings consist of a garage.

*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 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, Springs, 66 Fourth Street, Springs.

Dated at Springs on this 19th day of August 1996.

H. F. Delport, for Ivan Davies Theunissen, IDT Building, 64 Fourth Street, P.O. Box 16, Docex 6, Springs. (Tel. 812-1050.) (Ref. SH/DN0143.)



Case No. 10361/94

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and M. P. RICHARDS, Defendant**

Pursuant to a judgment of the above-mentioned Honourable Court dated 1 November 1994, the herein undermentioned property will be sold in execution on Wednesday, 18 September 1996 at 10:00, at the office of the Sheriff, Pretoria East, at Fehrs Lane Centre, 130A Struben Street, Pretoria, to the highest bidder subject to the conditions set out hereunder as well as such conditions as will be read out at the auction by the Sheriff:

Certain Erf 925, Menlo Park, Registration Division JR, Transvaal, extent 1 819 square metres, held under Deed of Transfer T51528/1989. The property is situated at 10 Upper Terrace, Menlo Park, Pretoria.

Description of improvements on property, although nothing is guaranteed: Three bedrooms, three bathrooms, four toilets, lounge, dining-room, TV/Family-room, kitchen, study, garage, two storerooms, servant's room with toilet.

*Conditions of sale:* 10% (ten per centum) of the purchase price of the property together with the Sheriff's commission, is to be paid immediately after the auction. The balance of the purchase price is payable upon transfer and is to be guaranteed by a bank or building society, which guarantee is to be furnished by the purchaser within 30 (thirty) days after the sale.

The conditions of sale are available for inspection at the office of the Sheriff, Pretoria East, at Fehrs Lane Centre, 130A Struben Street, Pretoria.

Signed at Pretoria on this 7th day of August 1996.

M. W. Nixon, for Nixon & Collins, First Floor, Burlington House, Burlington Arcade, 235 Church Street, Pretoria, 0002. (Tel. 323-8633.) (Ref. Nixon/GW/G5250.)

Case No. 6365/96

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

**In the matter between ALLIED BANK DIVISION, Plaintiff, and M. S. and N. E. KHAUOE, Defendants**

The following property will be sold in execution on 11 October 1996 at 11:00, at the office of the Sheriff, 439 Prince George Avenue, Brakpan, to the highest bidder:

*Certain:* All the right, title and interest in the leasehold in respect of Erf 14919, Tsakane Extension 5 Township, situated on Erf 14919, Tsakane Extension 5, Brakpan, measuring 286 (two hundred and eighty-six) square metres.

The property is improved, without anything warranted, by: Building built of brick, plaster and paint under tiled roof residence comprising lounge, two bedrooms, bathroom and kitchen.

The material terms are 10% (ten per cent) deposit, balance payable on transfer, guarantees within 14 days of sale. The full conditions can be inspected at the office of the Sheriff of the Court, Brakpan.

Hammond, Pole & Dixon Inc. (Ref. A00868/Mrs Kok.)

Case No. 8894/93

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

**In the matter between NBS BANK LIMITED, formerly known as NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and MASHILO AARON MATHEKGA, First Defendant, and STOKI LUCY MATHEKGA, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate, Benoni, on 20 August 1993, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 10 October 1996 at 10:00, at the office of the Sheriff, 8 Park Street, Kempton Park, to the highest bidder:

*Certain:* All the right, title and interest in the leasehold in respect of Erf 538, Maokeng Extension 1 Township, Registration Division IR, Transvaal, situated on 538 First Street Maokeng Extension 1, Tembisa, in the Township of Maokeng Extension 1, Tembisa, District of Kempton Park, measuring 246 (two hundred and forty-six) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building under tiled roof comprising dining-room, kitchen, two bedrooms, bathroom and toilet.

*The conditions of sale:*

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

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

Dated at Benoni on this the 23rd day of August 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. NB7641/Mrs Kok.); c/o Hammond Pole & Dixon, First Floor, Regional House, 72 Elston Avenue, Benoni.

Case No. 3694/96

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

**In the matter between ABSA BANK LTD, trading as TRUST BANK, Plaintiff, and  
MARIA MAGDALENA BOTHA, Defendant**

Pursuant to a judgment granted by the above Honourable Court and a writ of execution issued herein, the immovable property described hereunder will be sold in execution on 11 October 1996 at 11:00, at 45 De Klerk Street, Del Judor, Witbank, to the highest bidder:

Lot 620, situated in the Township of Witbank, Registration Division JS, Transvaal, measuring 1 338 (one thousand three hundred and thirty-eight) square metres, held by Deed of Transfer T7464/977, better known as 45 De Klerk Street, Del Judor, Extension 1, Witbank, and improved as follows: Tiled roof dwelling with four bedrooms, two bathrooms, lounge, dining-room, kitchen with built-in cupboards, two garages, swimming-pool, grass roof-lapa, paved driveway and four sides precast walling.

The particulars mentioned above are for information only and are not guaranteed.

**Most important conditions of sale:** 10% (ten per centum) deposit payable on date of sale; balance of purchase price payable on registration of transfer to be secured by a delivery of acceptable guarantees within 14 (fourteen) days of date of sale; purchaser shall pay the Sheriff's commission. The purchaser shall pay interest payable to preferent creditors (if any) as from date of sale up to date of registration of transfer. Complete set of conditions of sale, which will be read out immediately before the sale, is available for inspection at the offices of Attorneys for Execution Creditor and the Sheriff of the Magistrate's Court, Witbank.

J. S. Willemse, for Jaffit Goodman & Henning, Plaintiff's Attorneys, First Floor, Gempark, corner of Elizabeth and Arras Streets, Witbank. [Tel. (0135) 656/2574.] (Ref. C. Schoeman/CT0055.)

Case No. 878/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and N. F. KUMALO, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 4 July 1996, and subsequent warrant of execution, the following property will be sold in execution on 27 September 1996 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Stand 8082, Duduza, Registration Division IR, Gauteng.

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

1. 10% (ten per centum) of purchase price on date of sale.
2. Balance of purchaser price plus interest to be guaranteed within 14 (fourteen) days from date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

Dated at Nigel on this 2nd day of August 1996.

J. J. van Huyssteen, for Lockett, Etsebeth, Liebenberg & Van Huyssteen, Attorneys for the Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mr Van Huyssteen/ss/N761.)

Case No. 22424/94

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

**In the matter between TRANSNET LIMITED, Plaintiff, and MPANGANA, BUTMAN MIZAR, First Defendant, and  
MPANGANA, ESTHER NONTSI, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without a reserve will be held at the office of the Sheriff of the Supreme Court, Benoni, at the salesrooms of the Sheriff, 49 Kempston Avenue, Benoni, District of Benoni, on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendants on conditions which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 2058, Etwatwa Township, Registration Division IR, Transvaal, area 264 (two hundred and sixty-four) square metres, situated at Erf 2058, Etwatwa Township.

**Improvements** (not guaranteed): A house consisting of two bedrooms, lounge, bathroom with toilet and kitchen.

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

Dated at Johannesburg on this 12th day of August 1996.

Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street, P.O. Box 62690, Marshalltown, 2107. (Tel. 492-1610.) (Fax. 838-1556.) (Ref. Mr R. L. Mogotsi/cm/T-60.)

Case No. 22420/94

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

**In the matter between TRANSNET LIMITED, Plaintiff, and KOCK, CHRISTIEN, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without a reserve will be held at the office of the Sheriff of the Supreme Court, Benoni, at the salesrooms of the Sheriff, 49 Kempston Avenue, Benoni, District of Benoni, on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendant on conditions which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 2473, Etwatwa Township, Registration Division IR, Transvaal, area 253 (two hundred and fifty-three) square metres, situated at Erf 2473, Etwatwa Township.

*Improvements* (not guaranteed): A house consisting of two bedrooms, lounge, bathroom with toilet and kitchen.

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

Dated at Johannesburg on this 12th day of August 1996.

Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street, P.O. Box 62690, Marshalltown, 2107. (Tel. 492-1610.) (Fax. 838-1556.) (Ref. Mr R. L. Mogotsi/cm/T-55.)

Case No. 27512/95  
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 JOUBERT, ERNESTUS DANIEL, First Execution Debtor, and JOUBERT, ANTHONETTE MICHELLE, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the property being 46 Woltemade Street, Culemborgpark Extension 1, Randfontein, on 2 October 1996 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at 19 Pollock Street, Randfontein, prior to the sale:

Certain Erf 31, situated in the Township of Culemborgpark Extension 1, Registration Division IQ, Transvaal, being 46 Woltemade Street, Culemborgpark Extension 1, Randfontein, measuring 1 253 (one thousand two hundred and fifty-three) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached double storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, study, laundry, scullery, sun room, four bedrooms, two bathrooms with outbuildings with similar construction comprising of double garage and toilet. A cottage comprising kitchen, bedroom and bathroom.

Dated at Johannesburg this 26th day of August 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/J122.)

Case No. 24665/95  
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 RUTHERFORD, THOMAS WILLIAM, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 9 St Giles Street, Kensington B, on 4 October 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at 10 Conduit Street, Kensington B, prior to the sale:

Certain Erf 181, situated in the Township of Hyde Park Extension 23, Registration Division IR, Gauteng, being 22 Killarney Road, Hyde Park Extension 23, measuring 5 231 (five thousand two hundred and thirty-one) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with slate roof, comprising kitchen, lounge/dining-room, family room/bar, laundry, five bedrooms, two bathrooms with outbuildings with similar construction comprising of double garage, two servant's room, toilet, bathroom, laundry, store-room, tennis court, tennis house and swimming-pool.

Dated at Johannesburg this 26th day of August 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/R190.)



Case No. 17963/95  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and BUSAKWE, MONGEZI MICHAEL, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 4 October 1996 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 20152, situated in the Township of Vosloorus Extension 30, Registration Division IR, Transvaal, being 20152 Vosloorus Extension 30, Boksburg, measuring 213 (two hundred and thirteen) square metres.

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

Dated at Johannesburg this 26th day of August 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.394.)

Case No. 27632/95  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and CALVERLEY, ARTHUR THOMAS, 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 11 October 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 313, situated in the Township of Bergbron Extension 3, Registration Division IQ, Transvaal, being 1345, Devil Peak Turn, Bergbron Extension 3, Roodepoort, measuring 896 (eight hundred and ninety-six) square metres.

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

Dated at Johannesburg this 26th day of August 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/C.401.)

Case No. 17378/94  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and DU PLOOY, ZELDA VIRGINIA (previously STANDER), Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston South, on 7 October 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Germiston South, United Building, Third Floor, 177 President Street, Germiston, prior to the sale:

Certain Erf 1110, situated in the Township of Elspark Extension 1, Registration Division IR, Transvaal, being 11 Vaalbos Street, Elspark Extension 1, Germiston, measuring 994 (nine hundred and ninety-four) square metres.

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

Dated at Johannesburg this 26th day of August 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/D.338.)



Case No. 10274/96

PH 104

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and  
GUMBI, TEMI GIDEON, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 8 October 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain Erf 381, situated in the Township of Roodebult, Registration Division IR, Gauteng, being 38 Wolwedoring Street, Roodebult, Germiston, measuring 882 (eight hundred and eighty-two) square metres.

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

Dated at Johannesburg this 26th day of August 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/G.280.)

Case No. 13913/94

PH 104

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and DUBAZANA, KHIMBILI  
PHILEMON, First Execution Debtor, and DUBAZANA, ELIZABETH, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Dobsonville, on 4 October 1996 at 10:00, of the undermentioned leasehold of the Defendant on the conditions which will lie for inspection at the Sheriff for Dobsonville's Office, 10 Liebenberg Street, Roodepoort, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 104, situated in the Township of Mmesi Park, Registration Division IQ, Tranvaal, being 104 Mmesi Park, measuring 270 (two hundred and seventy) 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, three bedrooms and bathroom.

Dated at Johannesburg this 26th day of August 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/D.324.)

Case No. 4090/96

PH 104

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and DHLAMINI, MOZONKE DANIEL,  
First Execution Debtor, and DHLAMINI, LORNA, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 4 October 1996 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Lot 18026, situated in the Township of Vosloorus Extension 25, Registration Division IR, Transvaal, being 18026, Vosloorus Extension 25, Boksburg, measuring 291 (two hundred and ninety-one) square metres.

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

Dated at Johannesburg this 26th day of August 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/D.459.)

Case No. 7304/96  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF S.A LTD, Execution Creditor, and BALOYI, LUCAS, First Execution Debtor, and BALOYI, LEAH JULIA, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Randburg, on 8 October 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Randburg, Elna Randhof, corner of Selkirk and Blaigowrie Drives, Randburg, prior to the sale:

Certain Section 251, as shown and more fully described on Sectional Plan SS1143/1995, in the scheme known as Bridgetown, situated in the Township of Bloubostrand Extensions 10, 15, 16, 17 and 18, being Flat 251, Bridgetown, Agulhas Road, Bloubostrand Extensions 10, 15, 16, 17 and 18.

An undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 50 (fifty) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A simplex flat with tiled roof, comprising kitchen, lounge, three bedrooms and bathroom.

Dated at Johannesburg this 26th day of August 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.497.)

Case No. 17637/95  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and DE LANGE, ELIZABETH MARIA, 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 45 James Crescent, Halfway House, on 9 October 1996 at 14:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alexandra, 45 James Crescent, Halfway House, prior to the sale:

Certain Section 36, as shown and more fully described on Sectional Plan SS370/91 in the scheme known as Grace Lane situated in the Township of Sunninghill Extension 7, being Flat 36, Grace Lane, Peltier Street, Sunninghill Extension 7; and

an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 76 (seventy-six) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A simplex flat with tiled roof comprising kitchen, lounge/dining-room, entrance hall, two bedrooms, bathroom with outbuildings with similar construction comprising of carport, the common property comprising of servant's toilet, 13 store rooms, laundry and 40 carports.

Dated at Johannesburg this 23 August 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/D.409.)

Case No. 7856/96  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and CHAUKE, ABSOLOM, First Execution Debtor, and MACHININI, NONHLANHLA, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 4 October 1996 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Erf 12, situated in the Township of Vosloorus Extension 5, Registration Division IR, Transvaal, being 12, Vosloorus Extension 5, Boksburg, measuring 283 (two hundred and eighty-three) square metres.

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

Dated at Johannesburg this 24th day of August 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/C.439.)

Case No. 22015/95

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 BULO, JOSIAH BANGANI, First Execution Debtor, and BULO, MIRRIAM, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, 19 Pollock Street, Randfontein, on 4 October 1996 at 10:00, of the undermentioned leasehold of the Defendants on the conditions which will lie for inspection at 19 Pollock Street, Randfontein, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Erf 4091, situated in the Township of Mohlakeng Extension 3, Registration Division IQ, Transvaal, being 4091, Mohlakeng Extension 3, measuring 502 (five hundred and 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, laundry, three bedrooms and bathroom.

Dated at Johannesburg this 26th day of August 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/B.408.)

Case No. 9587/96

PH 342

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ESKOM, Plaintiff, and MAHLAELA, MADIMETTA SOLOMON, First Defendant, and MAHLAELA, NOMVULA JOSEPHINA, Second Defendant**

1. The undermentioned property will be sold on Friday, 4 October 1996 at 11:15, at the Sheriff's Office, 182 Leeupoort Street, Boksburg, Gauteng, in execution of a judgment obtained in the above matter on 4 June 1996:

Erf 7054, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, measuring 381 (three hundred and eighty-one) square metres, held under Certificate of Registered Grant of Leasehold TL47024/1989 and situated at 7054, Extension 9, Vosloorus, Gauteng (the property).

2. The improvements to the property consist of the following although nothing is guaranteed: Lounge, kitchen, three bedrooms and a bathroom.

*Terms:*

3. 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 guarantee to be furnished within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% (five per centum) on the proceeds of the sale up to an amount of R20 000 and thereafter 3% (three per centum) up to a maximum charge of R6 000 with a minimum charge of R100.

4. The conditions of sale may be inspected at the office of the Sheriff, 182 Leeupoort Street, Boksburg, Gauteng, during normal office hours.

Dated at Johannesburg on this 26th day of August 1996.

N. Alp, Webber Wentzel Bowens, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 832-2636.) (Ref. Mr N. Alp, M41232.)

Case No. 117/96

**In the matter between FIRST NATIONAL BANK, Plaintiff, and Mr DESMOND NEL, First Defendant, and  
GLENYS ANASTASSOPOULOS, Second Defendant**

Be pleased to take notice that a sale in execution will be held on 11 October 1996 at 11:00, at the property as mentioned hereunder where the said property will be sold in execution to the highest bidder:

*Property:* Remaining Extent of Extent 53 of the farm 53 Valleifontein, Registration Division JO, North West Province, measuring 10,3782 hectares, location, on the road to Rooigrond. Take a right turn to Molopo Oog and go straight until you reach the sign Plot 53, Valleifontein.

*Improvements:* House, store, outbuilding, watertank, carport (corrugated iron) and a dam (corrugated iron).

Further take notice that the conditions of sale will be kept at the Sheriff's Office, situated at Shop 20, Skukran Plaza, Lichtenburg, for inspection by potential purchasers.

Signed at Lichtenburg on this 8th day of August 1996.

M. J. Louw, Ben Roothman & Olivier Attorneys, Attorneys for the Plaintiff, Ebenlou Centre, Buchanan Street; P.O. Box 582, Lichtenburg, 2740.

Saak No. 3346/96

**IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK**

**In die saak tussen NBS BANK BEPERK, Eksekusieskuldeiser, en EDWARD HAROLD HOOLE, Eerste  
Eksekusieskuldenaar, en ALIDA MAGDALENA PETRONELLA HOOLE, Tweede Eksekusieskuldenaar**

Geliewe kennis te neem dat die ondergemelde eiendom na aanleiding van 'n vonnis wat in bogemelde saak op 27 Junie 1996, toegestaan is, op 27 September 1996 om 11:30, te die betrokke perseel hieronder vermeld, 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 1047, Del Judor-uitbreiding 4, Witbank, Registrasieafdeling JS, Transvaal, groot 1 163 (een duisend een honderd drie-en-sestig) vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport T63534, straatadres: Jerinastraat12, Del Judor-uitbreiding 4, Witbank.

Die eiendom is as volg verbeter: Woonhuis met buitegeboue.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 7de dag van Augustus 1996.

J. van Rensburg, Van Rensburg Kruger, Prokureurs vir die Eksekusieskuldeiser, Eerste Verdieping, Northey Forum, hoek van Northeystraat en Haiglaan; Posbus 5, Witbank, 1035. (Verw. mnr. Van Rensburg/jo/N125.)

Saak No. 3159/96

**IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK**

**In die saak tussen NBS BANK BEPERK, Eksekusieskuldeiser, en BAFANA BENNETH MAGAGULA,  
Eksekusieskuldenaar**

Geliewe kennis te neem dat die ondergemelde eiendom na aanleiding van 'n vonnis wat in bogemelde saak op 24 Junie 1996, toegestaan is, op 27 September 1996 om 10:00, te die Landdros Hof, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

Sekere Erf 3865, kwaGuqa-dorpsgebied-uitbreiding 7, Registrasieafdeling JS, Transvaal, groot 326 (driehonderd ses-en-twintig) vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport TL75899/91, straatadres Erf 3865, kwaGuqa-uitbreiding 7, Witbank.

Die eiendom is as volg verbeter: Woonhuis.



Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 6de dag van Augustus 1996.

J. van Rensburg, vir Van Rensburg Kruger, Prokureurs vir die Eksekusieskuldeiser, Eerste Verdieping, Northeyforum, hoek van Northeystraat en Haiglaan, Posbus 5, Witbank, 1035. (Verw. mnr. Van Rensburg/jo/N125.)

**Saak No. 1994/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK**

**In die saak tussen NBS BANK BEPERK, Eksekusieskuldeiser, en F. E. M. VAN DER MERWE, Eksekusieskuldenaar**

Geliewe kennis te neem dat die ondergemelde eiendom na aanleiding van 'n vonnis wat in bogemelde saak op 8 Mei 1996, toegestaan is, op 27 September 1996 om 12:00, te die betrokke perseel in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

Sekere Erf 1124, Die Heuwel, Witbank, Registrasieafdeling JS, Transvaal, groot 1 450 (eenduisend vierhonderd-en-vyftig) vierkante meter, gehou deur die Verbandgewer kragtens Akte van Transport T69225/95, straatadres Erf 1124, Die Heuwel, Witbank.

Die eiendom is as volg verbeter: Woonhuis met buitegeboue.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 6de dag van Augustus 1996.

J. van Rensburg, vir Van Rensburg Kruger, Prokureurs vir die Eksekusieskuldeiser, Eerste Verdieping, Northeyforum, hoek van Northeystraat en Haiglaan, Posbus 5, Witbank, 1035. (Verw. mnr. Van Rensburg/jo/N125.)

**Saak No. A6998/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP**

**In die saak tussen ABSA BANK BEPERK, Eiser, en NMOKWANE BENJAMIN RAKGWABE, Verweerder**

Ingevolge uitspraak van die Landdros, Klerksdorp, en lasbrief vir geregtelike verkoping met datum 20 Junie 1996, sal die ondergemelde eiendom op Vrydag, 4 Oktober 1996 om 09:00, by die kantoor van die Balju, Campionweg 21, Orkney, aan die hoogste bieder verkoop word, naamlik:

Erf 4336, Kanana-uitbreiding 3, Registrasieafdeling IP, Noordwes-provinsie, groot 200 (tweehonderd) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL60448/91.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

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

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

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

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

Geteken te Klerksdorp hierdie 7de dag van Augustus 1996.

D. J. Joubert, vir Meyer Van Sitter & Kropman, Prokureurs vir Eiser, S.A. Permanentegebou, Boomstraat, Klerksdorp, 2570.

Saak No. 4098/96

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

**In die saak tussen NBS BANK BEPERK, Reg. No. 87/01384/06, Eiser, en MADIMABE MASHABA, Eerste Verweerder, en KHATHAZILE GRACE MASHABA, Tweede Verweerder**

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 5 Junie 1996, die onderstaande eiendom te wete:

Erf 14078, kwaThema-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, in eksekusie verkoop sal word op 27 September 1996 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

Die volgende verbeteringe skyn op die eiendom te wees, maar word nie gewaarborg nie:

*Verbeteringe*: Woonhuis van baksteen gebou, onder teëldak bestaan uit sitkamer, kombuis, badkamer, toilet en twee slaapkamers. *Buitegeboue*: —.

*Voorwaardes van verkoping*: Betaling van die koopprijs sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 16de dag van Augustus 1996.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. mnr. Kruger/SSB/M2314.)

Saak No. 8031/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

**In die saak tussen NBS BANK BEPERK, No. 87/01384/06 (voorheen NATAL BOUVERENIGING BEPERK, No. 87/01384/06), Eiser, en EAGLE GAS DISTRIBUTORS CC, CK90/31222/23, Verweerder**

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 18 Januarie 1995, die onderstaande eiendom te wete:

Erf 6, Rowhill-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, geleë te Cowleysstraat 12, Rowhill, Springs, in eksekusie verkoop sal word op 27 September 1996 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

Die volgende verbeteringe skyn op die eiendom te wees, maar word nie gewaarborg nie.

*Verbeteringe*: Woonhuis van baksteen gebou, onder sindak bestaan uit vier slaapkamers, sitkamer, eetkamer, kombuis, twee toilette en twee badkamers. *Buitegeboue*: Dubbel motorhuis.

*Voorwaardes van verkoping*: Betaling van die koopprijs sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 15de dag van Augustus 1996.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. mnr. Kruger/SSB/E488.)

Saak No. 6595/95

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

**In die saak tussen NBS BANK BEPERK, No. 87/01384/06, Eiser, en JOHN WRIGHT, Verweerder**

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 1 September 1995, die onderstaande eiendom te wete:

Gedeelte 10 van Erf 638, Modder East-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, geleë te Secocoenisweg 9, Modder East, Springs, in eksekusie verkoop sal word op 27 September 1996 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

Die volgende verbeteringe skyn op die eiendom te wees, maar word nie gewaarborg nie.

*Verbeteringe:* Woonhuis van baksteen gebou, onder teëldak bestaan uit drie slaapkamers, twee badkamers, eetkamer, sitkamer, TV-kamer, kroegkamer en kombuis. *Buitegeboue:* Bediendekamer, toilet en swembad.

*Voorwaardes van verkoping:* Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 15de dag van Augustus 1996.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. mnr. Kruger/SSB/W491.)

**Saak No. 419/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK SOUTPANSBERG GEHOU TE LOUIS TRICHARDT

**In die saak tussen PLAASLIKE OORGANGSRAAD VAN GROTER LOUIS TRICHARDT, Eiser, en  
mnr. W. J. DROTSKY, Verweerder**

Ingevolge uitspraak van die Hof van die Landdros van Soutpansberg en lasbrief tot geregtelike verkoping gedateer 22 Mei 1996, sal die ondervermelde goedere op 27 September 1996 om 11:00, te Baljukantore, Trichardtstraat 30, Louis Trichardt, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 00-556401, geleë te Noordwesstraat 53, Louis Trichardt, Transportakte T28369/85.

B. M. N. van Heerden, vir De Vaal Mýburgh & Van Heerden, Devenishstraat 24 (Posbus 246), Louis Trichardt, 0920. (Verw. M. van Staden/7889.)

**Saak No. 405/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK SOUTPANSBERG GEHOU TE LOUIS TRICHARDT

**In die saak tussen PLAASLIKE OORGANGSRAAD VAN GROTER LOUIS TRICHARDT, Eiser, en  
mnr. F. J. NIEMAND, Verweerder**

Ingevolge uitspraak van die Hof van die Landdros van Soutpansberg en lasbrief tot geregtelike verkoping gedateer 22 Mei 1996, sal die ondervermelde goedere op 27 September 1996 om 11:00, te Baljukantore, Trichardtstraat 30, Louis Trichardt, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 00-00967, geleë te Kleynhansstraat 36, Louis Trichardt, Transportakte T39538/86

B. M. N. van Heerden, vir De Vaal Mýburgh & Van Heerden, Devenishstraat 24 (Posbus 246), Louis Trichardt, 0920. (Verw. M. van Staden/7918.)

**Saak No. 404/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK SOUTPANSBERG GEHOU TE LOUIS TRICHARDT

**In die saak tussen PLAASLIKE OORGANGSRAAD VAN GROTER LOUIS TRICHARDT, Eiser, en  
mnr. F. J. NIEMAND, Verweerder**

Ingevolge uitspraak van die Hof van die Landdros van Soutpansberg en lasbrief tot geregtelike verkoping gedateer 22 Mei 1996, sal die ondervermelde goedere op 27 September 1996 om 11:00, te Baljukantore, Trichardtstraat 30, Louis Trichardt, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 00-00969, geleë te Kleynhansstraat 34, Louis Trichardt, Transportakte T39538/86.

B. M. N. van Heerden, vir De Vaal Mýburgh & Van Heerden, Devenishstraat 24 (Posbus 246), Louis Trichardt, 0920. (Verw. M. van Staden/7919.)

**Saak No. 523/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK SOUTPANSBERG GEHOU TE LOUIS TRICHARDT

**In die saak tussen PLAASLIKE OORGANGSRAAD VAN GROTER LOUIS TRICHARDT, Eiser, en  
mnr. M. P. LIVHOYI, Verweerder**

Ingevolge uitspraak van die Hof van die Landdros van Soutpansberg en lasbrief tot geregtelike verkoping gedateer 22 Mei 1996, sal die ondervermelde goedere op 27 September 1996 om 11:00, te Baljukantore, Trichardtstraat 30, Louis Trichardt, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 00-00922, geleë te Cronjestrat 31, Louis Trichardt, Transportakte T82826/94.

B. M. N. van Heerden, vir De Vaal, Mýburgh & Van Heerden, Devenishstraat 24 (Posbus 246), Louis Trichardt, 0920. (Verw. M. van Staden/7928.)

Saak No. 409/96

IN DIE LANDDROSHOF VIR DIE DISTRIK SOUTPANSBERG GEHOU TE LOUIS TRICHARDT

**In die saak tussen PLAASLIKE OORGANGSRAAD VAN GROTER LOUIS TRICHARDT, Eiser, en  
mnr. M. T. RAMUNENYIWA, Verweerder**

Ingevolge uitspraak van die Hof van die Landdros van Soutpansberg en lasbrief tot geregtelike verkoping gedateer 5 Junie 1996, sal die ondervermelde goedere op 27 September 1996 om 11:00, te Baljukantore, Trichardtstraat 30, Louis Trichardt, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 00-16231, geleë te Cilliersstraat 34, Louis Trichardt, Transportakte T12384/95.

B. M. N. van Heerden, vir De Vaal, Mýburgh & Van Heerden, Devenishstraat 24 (Posbus 246), Louis Trichardt, 0920. (Verw. M. van Staden/7916.)

Saak No. 189/94

IN DIE LANDDROSHOF VIR DIE DISTRIK SOUTPANSBERG GEHOU TE LOUIS TRICHARDT

**In die saak tussen ABSA BANK, handeldrywend as TRUST BANK, Eiser, en  
mnr. PETRUS STEPHANUS BOTES, Verweerder**

Ingevolge uitspraak van die Hof van die Landdros van Soutpansberg en lasbrief tot geregtelike verkoping gedateer 1 September 1994, sal die ondervermelde goedere op 27 September 1996 om 09:00, te die plot Vondeling, Louis Trichardt, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Gedeelte 48 ('n gedeelte genoem Southdown) van die plaas Vondeling 285, Registrasieafdeling LS, distrik Soutpansberg, gehou kragtens Akte 27815/1960.

B. M. N. van Heerden, vir De Vaal, Mýburgh & Van Heerden, Devenishstraat 24 (Posbus 246), Louis Trichardt, 0920. (Verw. M. van Staden/6066.)

Saak No. 420/96

IN DIE LANDDROSHOF VIR DIE DISTRIK SOUTPANSBERG GEHOU TE LOUIS TRICHARDT

**In die saak tussen PLAASLIKE OORGANGSRAAD VAN GROTER LOUIS TRICHARDT, Eiser, en  
mnr. W. J. DROTSKY, Verweerder**

Ingevolge uitspraak van die Hof van die Landdros van Soutpansberg en lasbrief tot geregtelike verkoping gedateer 22 Mei 1996, sal die ondervermelde goedere op 27 September 1996 om 11:00, te Baljukantore, Trichardtstraat 30, Louis Trichardt, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 00-5564RG, geleë te Noordwesstraat 53, Louis Trichardt, Transport Akte T28370/85.

B. M. N. van Heerden, vir De Vaal Mýburgh & Van Heerden, Devenishstraat 24 (Posbus 246), Louis Trichardt, 0920. (Verw. M. van Staden/7888.)

Case No. 8187/96

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

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), formerly known as UNITED BANK LIMITED, Plaintiff, and K M AND N PROPERTY INVESTMENTS CC, First Defendant, and CHERYL ANNE CERONIO, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held by the Sheriff of Krugersdorp, on 2 October 1996 at 10:00, in front of the Sheriff's Office, 22B Klabum Court, corner of Ockerse and Rissik Streets, Krugersdorp, of the undermentioned property of the Defendants, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Portion 176 (a portion of Portion 114) of the farm Rietfontein, IQ, Transvaal, measuring 8,5653 hectares, held by Deed of Transfer T44034/93, known as 176 Lakeview Drive, Rietfontein 189.

The following information is furnished, though in this regard nothing is guaranteed: A dwelling consisting of entrance hall, lounge, study, dining-room, kitchen, three bedrooms, dress room, laundry and bathroom/w.c. Outbuildings consisting of three garages, four servants' rooms, store room and bathroom/w.c.

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



*Conditions:* The conditions of sale may be inspected at the offices of the Sheriff, Krugersdorp, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Dated at Pretoria this 19th day of August 1996.

Savage, Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria.  
(Ref. Mrs Kartoudes/mvr/61035.)

**Case No. 11791/96**

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

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

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held by the Sheriff of Potchefstroom, on 4 October 1996 at 10:15, in front of the main entrance of the Magistrate's Court, Fochville, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Erf 3445, situated in the Township of Wedela Extension 1, Registration Division IQ, Transvaal, measuring 231 (two hundred and thirty-one) square metres, held by virtue of Certificate of Registered Grant of Leasehold TL24581/90.

The following information is furnished, though in this regard nothing is guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms and bathroom/w.c.

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

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

Dated at Pretoria this 20th day of August 1996.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste & Adams Forum, 748 Church Street, Arcadia, Pretoria.  
(Ref. Mrs Kartoudes/mvr/61108.)

**Case No. 30127/95**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and HOOSEIN RAJAH, First Defendant**

On 3 October 1996 at 10:00, the undermentioned property will be sold in execution at the Sheriff's Offices, 131 Marshall Street, Johannesburg:

Certain Erf 149, Langlaagte North, Registration Division IR, Province of Gauteng, situated at 31 Saint Lawrence Avenue, Langlaagte North, Johannesburg West.

*Improvements:* Detached single storey brick residence consisting of two bedrooms, bathroom, kitchen, dining-room, family room and outbuildings comprising two garages.

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

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

3. The purchaser 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.

Full conditions can be inspected at the Sheriff's Office, Second Floor, 32 Von Brandis Street, Johannesburg, and will be read out prior to the sale.

Dated at Boksburg on this the 16th day of August 1996.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H06047.)

Saak 620/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

**In die saak tussen STADSRAAD VAN WITBANK, Eksekusieskuldeiser, en M. F. H. MOOSA (EDMS.) BPK.,  
Eksekusieskuldenaar**

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 12 Junie 1996 toegestaan is, op 27 September 1996 om 10:00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 305, geleë in die dorpsgebied Klarinet, Registrasieafdeling JS, Transvaal, groot 2 653 (twee ses vyf drie) vierkante meter, gehou kragtens Akte van Transport T35601/1985.

Sekere Erf 306, geleë in die dorpsgebied Klarinet, Registrasieafdeling JS, Transvaal, groot 2 586 (twee vyf agt ses) vierkante meter, gehou kragtens Akte van Transport T35601/1985.

*Die verkoping is onderhewig aan die volgende naamste voorwaardes:*

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 16de dag van Augustus 1996.

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

Case No. 2696/96

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK), Plaintiff, and ABEL MASILELA, Defendant**

In pursuance of a judgment in the Magistrate's Court, Witbank, dated 6 June 1996 and relevant warrant of execution the property listed hereunder will be sold in execution on Friday, 4 October 1996 at 10:00, at the Magistrate's Court, Witbank to the highest bidder:

Erf 2355, KwaGuqa Extension 4 Township, Registration Division JS, Transvaal. Dwelling with outbuildings, also known as 2355 Masinga Street, KwaGuqa Extension 4 Witbank.

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

Dated at Witbank on this 19th day of August 1996.

Anton Claassen, for John Bailie & Claassen, First Floor, Allied Building, President Avenue (P.O. Box 913), Witbank, 1035.

Case No. 2162/95

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

**In the matter between NBS BANK LIMITED, Plaintiff, and KGWENDI AARON MAISELA, First Defendant, and  
EUNICE MAISELA, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 8 February 1996, the property listed hereunder will be sold in execution on Wednesday, 2 October 1996 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

All the right, title and interest in the leasehold in respect of Erf 1495, Etwatwa Extension 2 Township, Registration Division IR, Province of Gauteng, measuring 336 (three hundred and thirty-six) square metres, known as Erf 1495 Etwatwa Extension 2, Benoni.

The property is zoned Residential in terms of the relevant town planning scheme.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: Main building: Single storey facebrick dwelling, tile roof, lounge, kitchen, three bedrooms, bathroom, toilet, wire fencing and gates, brick drive and concrete paving.

*Terms and conditions:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) thereof on the date of sale, and the unpaid balance within 14 (fourteen) days, and shall be paid by a bank or building society guarantee against transfer.

The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Benoni.

Dated at Benoni on this 19th day of August 1996.

N. S. Jury, for Neil Stuart Jury, 144 Woburn Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N. S. Jury/N393.)

**Case No. 3791/94**

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

**In the matter between NBS BANK LIMITED, Plaintiff, and PHAKAMILE JOSEPH MASINGA, First Defendant, and MOHLAKENENG SELINAH MASINGA, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 6 June 1994, the property listed hereunder will be sold in execution on Wednesday, 2 October 1996 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

All the right title and interest in the leasehold in respect of Erf 5810, Etwatwa Extension 3 Township, Registration Division IR, Province of Gauteng, measuring 252 (two hundred and fifty-two) square metres, known as Erf 5810, Etwatwa Extension 3, Benoni.

The property is zoned Residential in terms of the relevant town planning scheme.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: Main building: Single storey dwelling, tile roof, lounge, kitchen, three bedrooms, bathroom, toilet and wire fencing.

*Terms and conditions:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) thereof on the date of sale, and the unpaid balance within 14 (fourteen) days, and shall be paid by a bank or building society guarantee against transfer.

The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Benoni.

Dated at Benoni on this 19th day of August 1996.

N. S. Jury, for Neil Stuart Jury, 144 Woburn Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N. S. Jury/N393.)

**Case No. 137/95**

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

**In the matter between NBS BANK LIMITED, Plaintiff, and MOFANA JOHN MASHININI, First Defendant, and ELIZABETH MAMPE MASHININI, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 1 February 1995, the property listed hereunder will be sold in execution on Wednesday, 2 October 1996 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

All the right, title and interest in the leasehold in respect of Erf 1591, Etwatwa Extension 2 Township, Registration Division IR, Province of Gauteng, measuring 273 (two hundred and seventy-three) square metres, known as Erf 1591, Etwatwa Extension 2, Benoni.

The property is zoned "Residential" in terms of the relevant Town-planning Scheme.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building:* Single storey dwelling, tile roof, lounge, kitchen, two bedrooms, bathroom, toilet and wire fencing.

*Terms and conditions:* The purchase price will be payable as to a deposit in cash of 10% (ten per centum) thereof on the date of sale, and the unpaid balance within 14 (fourteen) days, and shall be paid by a bank or building society guarantee against transfer.

The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Benoni.

Dated at Benoni on this the 19th day of August 1996.

N. S. Jury, for Neil Stuart Jury, 144 Woburn Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N. S. Jury/N393.)

**Case No. 3595/94**

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

**In the matter between NBS BANK LIMITED, Plaintiff, and MATSANE SIMON MAGANEDISA, First Defendant, and SEKE MARIA MAGANEDISA, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 9 June 1994, the property listed hereunder will be sold in execution on Wednesday, 2 October 1996 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

All the right, title and interest in the leasehold in respect of Erf 1371, Etwatwa Extension 2 Township, Registration Division IR, Province of Gauteng, measuring 315 (three hundred and fifteen) square metres, known as Erf 1371, Etwatwa Extension 2, Benoni.

The property is zoned Residential in terms of the relevant Town-planning Scheme.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building*: Single storey dwelling, tile roof, lounge, kitchen, three bedrooms, bathroom, toilet and wire fencing.

*Terms and conditions*: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) thereof on the date of sale, and the unpaid balance within 14 (fourteen) days, and shall be paid by a bank or building society guarantee against transfer.

The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Benoni.

Dated at Benoni on this the 19th day of August 1996.

N. S. Jury, for Neil Stuart Jury, 144 Woburn Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N. S. Jury/N393.)

**Case No. 1318/94**

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

**In the matter between NBS BANK LIMITED, Plaintiff, and MULIMISI EDWIN MARIBA, First Defendant, and  
MAVHUNGU SELINAH MARIBA, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 4 March 1994, the property listed hereunder will be sold in execution on Wednesday, 2 October 1996 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

All the right, title and interest in the leasehold in respect of Erf 1580, Etwatwa Extension 2 Township, Registration Division IR, Province of Gauteng, measuring 314 (three hundred and fourteen) square metres, known as Erf 1580, Etwatwa Extension 2, Benoni.

The property is zoned Residential in terms of the relevant Town-planning Scheme.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: *Main building*: Single storey dwelling, tile roof, lounge, kitchen, three bedrooms, bathroom, toilet and wire fencing.

*Terms and conditions*: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) thereof on the date of sale, and the unpaid balance within 14 (fourteen) days, and shall be paid by a bank or building society guarantee against transfer.

The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Benoni.

Dated at Benoni on this the 19th day of August 1996.

N. S. Jury, for Neil Stuart Jury, 144 Woburn Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N. S. Jury/N393.)

**Saak No. 9887/95**

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

**In die saak tussen MOGODI MEMORIALS, Eiser, en mev. B. KGARE, Verweerder**

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Seshego, op 2 Oktober 1996 om 14:00, volgens voorwaardes wat nou by die kantore van die Balju, Seshego, Paul Krugerstraat 68A, Pietersburg, ter insaë lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

1156 Zone 8, Seshego.

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

*Terme:*

(1) Die eiendom word verkoop sonder 'n reserweprys.

(2) 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar vir die restant van die koopprys moet waarborge gelewer word binne 30 (dertig) dae aan die Balju.

(3) Die eiendom word verkoop soos deur die titelaktes en kaart voorgestel.

(4) Die eiendom word voetstoots verkoop.

Gedateer te Pietersburg op hierdie 14de dag van Augustus 1996.

Naudé & Scheepers Prokureurs, Eerste Verdieping, Rampie Smitgebou, Hans van Rensburgstraat 41 (Posbus 922 en 2746), Pietersburg. [Tel. (0152) 295-2094/5.] (Verw. C. Naudé/prf/IM0058.)



Saak No. 9873/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **MOGODI MEMORIALS, Eiser, en mnr. M. J. MALATJI, Verweerder**

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Seshego, op 2 Oktober 1996 om 14:00, volgens voorwaardes wat nou by die kantore van die Balju, Seshego, Paul Krugerstraat 68A, Pietersburg, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

511 Zone 4, Seshego.

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

**Terme:**

(1) Die eiendom word verkoop sonder 'n reserweprys.

(2) 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar vir die restant van die koopprys moet waarborge gelewer word binne 30 (dertig) dae aan die Balju.

(3) Die eiendom word verkoop soos deur die titelaktes en kaart voorgestel.

(4) Die eiendom word voetstoots verkoop.

Gedateer te Pietersburg op hierdie 14de dag van Augustus 1996.

Naudé & Scheepers Prokureurs, Eerste Verdieping, Rampie Smitgebou, Hans van Rensburgstraat 41 (Posbus 922 en 2746), Pietersburg. [Tel. (0152) 295-2094/5.] (Verw. C. Naudé/prf/IM0046.)

Saak No. 10/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen **MOGODI MEMORIALS, Eiser, en mnr. P. RAMPHELE, Verweerder**

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Seshego, op 2 Oktober 1996 om 14:00, volgens voorwaardes wat nou by die kantore van die Balju, Seshego, Paul Krugerstraat 68A, Pietersburg, ter insae lê en wat ten tye van die veiling voorgelees sal word, van die volgende eiendom:

1337 Zone 4, Seshego.

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

**Terme:**

(1) Die eiendom word verkoop sonder 'n reserweprys.

(2) 'n Deposito van 10% (tien persent) van die koopprys is onmiddellik betaalbaar vir die restant van die koopprys moet waarborge gelewer word binne 30 (dertig) dae aan die Balju.

(3) Die eiendom word verkoop soos deur die titelaktes en kaart voorgestel.

(4) Die eiendom word voetstoots verkoop.

Gedateer te Pietersburg op hierdie 14de dag van Augustus 1996.

Naudé & Scheepers Prokureurs, Eerste Verdieping, Rampie Smitgebou, Hans van Rensburgstraat 41 (Posbus 922 en 2746), Pietersburg. [Tel. (0152) 295-2094/5.] (Verw. C. Naudé/prf/IM0072.)

Case No. 860/96

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

In the matter between **NBS BANK LIMITED, Plaintiff, and T. H. MCHUNU, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 20 June 1996 and subsequent warrant of execution, the following property will be sold in execution on 27 September 1996 at 09:00, at the offices of the Magistrate's Court, Nigel, namely:

Stand 8087, Duduza, Reg. IR, Gauteng.

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

1. Ten per cent (10%) of the purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days from date of sale.
3. Possession subject to any lease agreement.
4. Reserve price to be read out at sale.

Dated at Nigel at this 23rd day of July 1996.

J. J. van Huyssteen, for Lockett, Etsebeth, Liebenberg & Van Huyssteen, Attorneys for the Plaintiff, Plesam Building, Second Avenue, P.O. Box 99, Nigel. (Ref. Mr Van Huyssteen/ss/N1296.)

Saak No. 3426/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK NELSPRUIT GEHOU TE NELSPRUIT

**In die saak tussen ABSA BANK BPK., handeldrywend as VOLKSKAS BANK BPK., Eksekusieskuldeiser, en  
ETTIENNE DE KOCK, Eksekusieskuldenaar**

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie, uitgereik in bogemelde Hof op 16 Julie 1996, sal die onderstaande eiendom geregtelik verkoop word te Polvystraat 20, Nelspruit, op 25 Oktober 1996 om 11:00, of so spoedig moontlik daarna, naamlik:

Erf 543, Sonheuwel-uitbreiding 1-dorpsgebied, Registrasieafdeling JT, Transvaal (Mpumalanga) (ook bekend as Polvystraat 20, Nelspruit), groot 1 524 m<sup>2</sup>, onderworpe aan die voorwaardes vermeld in die titelakte van voormelde eiendom kragtens Akte van Transport T15165/95.

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

Die koopprys is as volg betaalbaar, synde:

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

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

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

Geteken te Nelspruit op hede hierdie 27ste dag van Augustus 1996.

Z. Schofield, vir Du Toit-Smuts Prokureurs, Du Toit-Smutsgebou, Andersonstraat 21B, Nelspruit. (Ref. ZS/EK/V1127/V9/96.)

Case No. 3501/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF RUSTENBURG HELD AT RUSTENBURG

**In the matter between FIRST NATIONAL BANK LIMITED, Plaintiff, and Mr T. J. and Mrs M. E. MOATSHE, Defendants**

In terms of a judgment of the Magistrate's Court for the District of Rustenburg and a writ of execution dated 23 July 1996, a sale by public auction without a reserve price will be held on 27 September 1996 at 11:00, in front of the Magistrate's Court, Rustenburg, on conditions which will be read out by the auctioneer at the time of the sale and which conditions will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 30 Smits Avenue, Rustenburg, the Clerk of the Court, Magistrate's Court, Rustenburg, and Kloof Auctioneers, c/o Van Velden-Duffey, Second Floor, Biblio Plaza, corner Van Staden & Smit Streets, Rustenburg, of the following property owned by the Defendant:

Unit 284, Biotekong, Registration Division JQ, North West, measuring 291 square metres, held under Deed of Transfer TL81041/93, known as 284 Tshesebe Street, Boitekong, Rustenburg.

The following particulars are furnished but not guaranteed: Lounge, kitchen, two bedrooms, bathroom and toilet.

**Terms:** 10% (ten per cent) on the purchase price and auctioneers charges plus VAT in cash on the day of the sale and the balance plus interest against registration of transfer. In respect of the balance an approved bank or building society or other guarantee must be furnished within fourteen (14) days from date of sale.

Dated at Rustenburg this 21st day of August 1996.

Van Velden-Duffey, Attorneys for Plaintiff, Second Floor, Biblio Plaza, corner of Smit and Van Staden Streets, Rustenburg. (Ref. Mr Klynsmith/IDP.)

Saak No. 1775/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

**In die saak tussen STANDARD BANK VAN S.A., Eiser, en J. M. JACOBS, handeldrywende as  
PAARDEKRAAL BOTTELSTOOR, Verweerder**

Ter uitwinning van 'n vonnis van die Landdroshof te Rustenburg en 'n lasbrief vir eksekusie gedateer 21 Junie 1996 in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word voor die Landdroskantoor, Rustenburg, op 27 September 1996 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van Kloof Afslalers, p.a. Van Velden-Duffey, Tweede Verdieping, Biblio Plaza, hoek van Van Staden- en Smitstraat, Rustenburg, die Balju van die landdroshof, Smitslaan 30, Rustenburg, en die Klerk van die Hof, Landdroshof, Rustenburg, voor die verkoping ter insae sal lê:

Holding 49, Waterglen Agricultural Holdings Extension 1, Registrasieafdeling JQ, Noordwes-provinsie, groot 7,9579 vierkante meter, gehou kragtens Akte van Transport T84475/91, bekend as 7023 Uitbreiding 3, Paardekraal.

Die volgende besonderhede word verskaf, maar nie gewaarborg nie, is as volg: Sitkamer, eetkamer, kombuis, waskamer, drie slaapkamers, twee badkamers/w.c. en naaldwerkkamer.

*Cottage* (bestaande uit slaapkamer, kombuis en badkamer/w.c.). Afdak vir voertuie en boorgat.

*Terme:* Tien persent (10%) van die verkoopprijs en afslaersgelde plus BTW in kontant op die dag van die verkoping en die balans plus rente teen registrasie van transport. Ten opsigte van die balans moet 'n bank-, bougenootskap- of ander aanneembare waarborg binne 14 dae vanaf verkoping verskaf word.

Geteken te Rustenburg hierdie 20ste dag van Augustus 1996.

Van Velden-Duffey, Prokureur vir Eiser, Tweede Verdieping, Biblio Plaza, hoek van Van Staden- en Smitstraat, Rustenburg.  
[Verw. mnr. Klynsmith/mnr. Serfontein (tc).]

**Case No. 31094/92**

**PH 140**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDPERM BANK LIMITED, formerly known as NEDBANK LIMITED, Plaintiff, and HABIB, SHEDDY FRANCIS GILBERT, First Defendant, and HABIB, MARCELLE MARY, Second Defendant**

In pursuance of a judgment in the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, the property listed herein will be sold on 27 September 1996 at 11:15, at the offices of the Sheriff of the Supreme Court, 182 Leeupoort Street, Boksburg, to the highest bidder:

Erf 67, Sunward Park Township, Registration Division IR, Province of Gauteng, in extent 1 472 (one thousand four hundred and seventy-two) square metres, held under Deed of Transfer T158/1978, situated at 18 Korhaan Street, Sunward Park, Boksburg.

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

*Description:* A residential dwelling.

*Main building:* Three bedrooms, lounge, dining-room, two bathrooms, two toilets and kitchen.

*Outbuildings:* Double garage (improvements cannot be guaranteed).

*Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 17,5% (seventeen comma five per centum) per annum shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days of the sale.

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

Dated at Johannesburg on this 23rd day of August 1996.

Orelowitz Incorporated, Plaintiff's Attorneys, First Floor, Palm Grove, Grove City, 196 Louis Botha Avenue, Houghton Estate, P.O. Box 46366, Orange Grove, 2119. (Tel. 483-1737/41/44/62/66.) (Fax 483-1785.) (Ref. N5351/Mr Orelowitz/bw.)

**Case No. 722/96**

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

**In the matter between NBS BANK LIMITED, Plaintiff, and N. J. KRUGER, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Heidelberg and warrant of execution dated 20 August 1996, the property listed hereunder will be sold in execution on Friday, 11 October 1996 at 12:00, at the property, 83 Strydom Street, Heidelberg, to the highest bidder:

Certain Erf 3057, Heidelberg, in the Township of Heidelberg, measuring 2 714 square metres, Deed of Transfer T75559/91.

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

Dated at Nigel on this 28th day of August 1996.

J. J. van Huyssteen, for Lockett Etsebeth Liebenberg & Van Huyssteen, Plesam Building, Second Avenue, Nigel.  
(Ref. J. J. van Huyssteen/mm/N1297.)

Saak No. 576/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK LYDENBURG GEHOU TE LYDENBURG

**In die saak tussen EERSTE NASIONALE BANK, Eiser, en D. J. BOSHOFF, Eerste Verweerder,  
en C. J. BOSHOFF, Tweede Verweerder**

Ingevolge 'n vonnis van die Landdroshof, Lydenburg, gedateer 30 Julie 1996 en lasbrief vir eksekusie, sal die onderstaande eiendom geregtelik verkoop word voor die Landdroskantoor, Voortrekkerstraat, Lydenburg, op 2 Oktober 1996 om 08:30, naamlik:

Gedeelte 36 (gedeelte van Gedeelte 21), van die plaas Mosterhoek, Registrasieafdeling JT, provinsie Mpumalanga, groot 40,0209 (veertig komma nul twee nul nege) hektaar, onderworpe aan die voorwaardes in die akte vermeld.

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

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

Geteken te Lydenburg op hierdie 27ste dag van Augustus 1996.

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

Case No. 1287/96  
PH 104

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

**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and ALISTER WILLIAMSON,  
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 12 Totius Street, Stilfontein, North West, on 2 October 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, Klerksdorp, 11 Teak Avenue, Klerkindustria, Klerksdorp, prior to the sale:

Certain Portion 29 of Erf 2471, Stilfontein Extension 4, Registration Division IP, also known as 12 Totius Street, Stilfontein, North West, measuring 874 square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey facebrick built residence with tiled roof, comprising three bedrooms, two bathrooms, lounge, dining-room, kitchen, separate laundry, outer toilet and single 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 14 (fourteen) days from the date of sale.

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

Dated at Johannesburg this 15th day of August 1996.

Ramsay, Webber & Company, Plaintiff's Attorneys, Fifth Floor, Glazco Centre, corner of Harrison and Anderson Streets, Johannesburg; P.O. Box 61677, Marshalltown. (Tel. 838-5451.) (Ref. Mr Bruton/aj/std344.)

Case No. 18843/91  
PH 104

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor,  
and VAN ROOYEN, JAN HARM, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendant on the conditionss which will lie for inspection at the offices of Attorneys De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 670, Sonlandpark Township, Registration Division IQ, Gauteng, being 67 Skippie Botha Street, Sonlandpark, Vereeniging, measuring 991 (nine hundred and ninety-one) square metres.



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

Dated at Johannesburg on this 30th day of August 1996.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/VA87.)

**Case No. 3414/95**

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

**In the matter between NBS BANK LIMITED, Plaintiff, and LEMUEL VUSUMUZI MAVUSO, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni on 11 April 1996 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 2 October 1996 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 2469, Crystal Park Extension 3 Township, situated on 21 Trogon Street, in the Township of Crystal Park, District of Benoni, measuring 897 (eight hundred and ninety-seven) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: A building built of brick and plaster, tiled roof, comprising of a lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, family room and two garages.

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

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

Dated at Benoni on this 29th day of August 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue. (Tel. 422-1350.) (Ref. N0016B/Mrs West.)

**Case No. 6362/96**

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

**In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and KHUDUANE LIZZY SETSIBA, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni on 30 July 1996 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 2 October 1996 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

A unit consisting of:

1. (i) Section 35, as shown and more fully described on Sectional Plan SS74/84, in the scheme known as Golan Heights, in respect of the land and building or buildings situated at Benoni Township, in the area of the Benoni Local Authority, of which section the floor area, according to the said sectional plan is 41 (forty-one) square metres in extent (the mortgaged section); and

(ii) 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, held by Certificate of Registered Sectional Title ST56696/94.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, cement roof, comprising of a lounge, entrance hall, kitchen, bedroom, bathroom and w.c.

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

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

Dated at Benoni on this 29th day of August 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue. (Tel. 422-1350.) (Ref. B1193F/Mrs West.)

**Case No. 11474/96**

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

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and BRAMLEY, KENNETH MICHAEL, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at 8 Elna Randhof, corner of Selkirk and Blairgowrie Drives, Blairgowrie, Randburg, on 1 October 1996 at 10:00, of the undermentioned property of the Defendant on the conditions and which may be inspected at the offices of the Sheriff, at 8 Elna Randhof, corner of Selkirk and Blairgowrie Drives, Blairgowrie, Randburg, prior to the sale:

A unit consisting of—

(a) Section 3, as shown and more fully described on Sectional Plan SS239/1984, in the scheme known as Heather Park, in respect of the land and building or buildings situated at Erf 564, Malanshof Extension 3, Local Authority of Randburg of which the floor area, according to the sectional plan is 98 (ninety-eight) square metres;

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST77390/1988 (3) (Unit), situated at 3 Heather Park, Joseph Lewis Road, Malanshof Extension 3, Randburg Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Unit consisting of entrance hall, lounge, dining-room, three bedrooms, kitchen and bathroom/toilet/shower.

The property is zoned Residential.

Signed at Johannesburg on this 15th day of August 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. B60355/AB.)

**Case No. 25450/95**

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

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and LIVERSAGE,  
JAYNE ELIZABETH (formerly ROGERS), 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, Alberton, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on 1 October 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, prior to the sale:

Erf 50, Brackendowns Township, Alberton, situated at 121 Rae Frankel Street, Brackendowns Township, Alberton, Registration Division IR, Province of Gauteng, measuring 1 000 (one thousand) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof consisting of lounge, dining-room, family room, study, billiard room, dressing room, four bedrooms, kitchen, bathroom/toilet and separate toilet/shower. *Outbuildings:* Double garage, double carport, servant's room and toilet/shower.

The property is zoned Residential.

Signed at Johannesburg on this 21st day of August 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. L60259/AB.)

**Case No. 13503/96**

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

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and RAS, ANNA MARIA, 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, Alberton, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on 1 October 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, prior to the sale:

1. An exclusive use area described as Parking Bay marked P8 measuring 12 (twelve) square metres, being as such part of the common property, comprising the land and building or buildings situated at Alberton Township, Local Authority Alberton, as shown and more fully described on Sectional Plan SS249/1993, held under Notarial Deed of Cession of exclusive use areas SK1438/1994, situated at 8 Leliehof, Fifth Avenue, Alberton Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Parking Bay.

The property is zoned Residential.

Signed at Johannesburg on this 30th day of August 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. R60241/AB.)

Case No. 14238/95

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
SITHOLE, NSOLWA JOCHONIA, 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, Alberton, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on 1 October 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 716 (now renumbered 11387), Tokoza Extension 2 Township, Registration Division IR, Province of Gauteng, measuring 225 (two hundred and twenty-five) square metres, situated at Erf 716 (now renumbered 11387), Tokoza Extension 2 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

The property is zoned Residential.

Signed at Johannesburg on this 15th day of August 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. S60163/AB.)

Case No. 7528/96

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

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and  
MKHWANAZI LEONARD, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court Office, at 49 Kemston Avenue, Benoni, on 3 October 1996 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff at 49 Kemston Avenue, Benoni, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 5868, Etwatwa Extension 3 Township, Benoni, Registration Division IR, Province of Gauteng, measuring 252 (two hundred and fifty-two) square metres, situated at Erf 5868, Etwatwa Extension 3 Township, Benoni.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

The property is zoned Residential.

Signed at Johannesburg on this 6th day of August 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. M60323/AB.)

Case No. 12123/96

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and HAMPTON, JEFFREY  
MITCHELL, First Defendant, and HAMPTON, ELIZABETH BRIDGET, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the salesroom of the Sheriff, 9 St Giles Street, Kensington B, on 4 October 1996 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff at 10 Conduit Street, Kensington B, prior to the sale:

A unit consisting of—

(a) Section 95, as shown and more fully described on Sectional Plan ST989/95, in the scheme known as the Algarve Mount, in respect of the land and building or buildings situated at the Township of Paulshof Extension 46, Local Authority, Greater Johannesburg Transitional Metropolitan Council, of which section the floor area according to the said sectional plan is 96 (ninety-six) square metres in extent; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST89857/1995 (95) (Unit) dated 23 October 1995, subject to the conditions of title situated at Flat 95, the Algarve Mount, Fletcher Street, Paulshof Extension 46, Sandton Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Flat consisting of entrance hall, lounge, dining-room, three bedrooms, kitchen, bathroom/toilet and toilet/shower.

The property is zoned Residential.

Signed at Johannesburg on this 22nd day of August 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.H60362/AB.)

**Case No. 9151/96**

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and GAMATA, TEMBA WILLIAM, First Defendant,  
and GAMATA, NOMASOMI BEAUTY, Second 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, Potchefstroom in front of the main entrance to the Magistrate's Court, Fochville, on 4 October 1996 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the office of the Sheriff, Potchefstroom, at 20 Borrius Street, Baillie Park, Potchefstroom, prior to the sale:

Erf 3493, Wedela Extension 1 Township, situated at Erf 3493, Daikeer Street, Wedela Extension 1 Township, Registration Division IQ, Province of Gauteng, measuring 268 (two hundred and sixty-eight) square metres, situated at Erf 3493, Daikeer Street, Wedela Extension 1 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, three bedrooms, bathroom and two other rooms.

The property is zoned Residential.

Signed at Johannesburg on the 16 August 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. G46708/PC.)

**Case No. 27494/95**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and ZONDI BHEKIMUZI CYPRIAN, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street Johannesburg, on 3 October 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, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 788, Klipspruit Township, Registration Division IQ, Province of Gauteng, measuring 261 (two hundred and sixty-one) square metres, situated at Erf 788, Klipspruit Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of two bedrooms and two other rooms.

The property is zoned Residential.

Signed at Johannesburg on the 26 August 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. Z46257/PC.)



Case No. 23064/93

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MATHABATHE ELIZA, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street Johannesburg, on 3 October 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, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of 23680 Diepkloof Township, situated at Erf 8417, Zone 6, Diepkloof Township, Registration Division IQ, Province of Gauteng, measuring 267 (two hundred and sixty-seven) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, kitchen, dining-room, two garages and store-room.

The property is zoned Residential.

Signed at Johannesburg on the 26 August 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. M24110/PC.)

Case No. 11791/91

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MABE, SAM, First Defendant, and  
MABE, LATISA MARIA, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street Johannesburg, on 3 October 1996 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 582, Diepkloof Extension Township, Registration Division IQ, Province of Gauteng, measuring 600 (six hundred) square metres, situated at Erf 582, Diepkloof Extension Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof comprising three bedrooms, two bathrooms, kitchen, lounge, dining-room and store-room.

The property is zoned Residential.

Signed at Johannesburg on 28 August 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. M13292/PC.)

Case No. 20392/92

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and LESHOELI, JEFFREY, First Defendant, and  
LESHOELI, JEANETTE SEJO, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 3 October 1996 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 350, Moletsane Township, Registration Division IQ, Province of Gauteng, measuring 262 (two hundred and sixty-two) square metres, situated at Erf 350, Moletsane Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of two bedrooms, lounge and kitchen. *Outbuildings:* Two garages and servants' quarters.

The property is zoned Residential.

Signed at Johannesburg on 28 August 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. L21884/PC.)

Case No. 12685/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and HLONGOANE, HLANGANATO THOMAS, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 3 October 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, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Portion 16 of Erf 343, Moroka Township, Registration Division IQ, Province of Gauteng, measuring 265 (two hundred and sixty-five) square metres, situated at Portion 16 of Erf 343, Moroka Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof comprising three bedrooms, bathroom and other rooms.

The property is zoned Residential.

Signed at Johannesburg on 29 August 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. H46869/PC.)

Case No. 10153/91

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NAIDOO, GENECE PAUL, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 3 October 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, Lenasia North, First Floor, 19 Anemone Street, Lenasia, prior to the sale:

Erf 1382, Eldorado Park Township, situated at 62 Diamond Street, Eldorado Park Township, Registration Division IQ, Province of Gauteng, measuring 278 (two hundred and seventy-eight) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Well kept detached single-storey dwelling under asbestos roof comprising two bedrooms, bathroom, kitchen and dining-room.

The property is zoned Residential.

Signed at Johannesburg on this 16th day of August 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. N14470/PC.)

Case No. 04150/90

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and KUBHEKA, QAPHELA, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, on 4 October 1996 at 11:15, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Erf 7844, Vosloorus Extension 9 Township, Boksburg, Registration Division IR, Province of Gauteng, measuring 292 (two hundred and ninety-two) square metres, situated at Erf 7844, Vosloorus Extension 8 Township, Boksburg.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof comprising lounge, kitchen, two bedrooms and bathroom/toilet.

The property is zoned Residential.

Signed at Johannesburg on this 26th day of August 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. K10744/SC.)

Case No. 5015/91

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and NQAKALA, PATRICK, First Defendant, and NQAKALA, PRINCESS, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 3 October 1996 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right title and interest in the leasehold in respect of Erf 5081, Chiawelo Extension 4 Township, Registration Division IQ, Province of Gauteng, measuring 262 (two hundred and sixty-two) square metres, situated at Erf 5081, Chiawelo Extension 4 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof comprising three bedrooms, lounge, dining-room, kitchen, bathroom and toilet.

The property is zoned Residential.

Signed at Johannesburg on this 26th day of August 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. N14099/SC.)

Case No. 10685/96

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and GEACH, BRENTON PATRICK, First Defendant, and VAN WYK, ANDRE, Second Defendant, and DU PREEZ, ANDRE LOURENS, Third Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on 3 October 1996 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff of the Supreme Court prior to the sale:

A unit consisting of:

(a) Section 19, as shown and more fully described on sectional plan SS4/1982, in the building or buildings known as Harmol Heights of which the floor area, according to the said sectional plan is 83 (eighty-three) square metres in extent; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title SS4/1982 (19) (unit) situated at Flat 404, Harmol Heights, 40 Caroline Street, corner of Banket and Caroline Streets, Hillbrow Township, Johannesburg.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Unit consisting of entrance hall, dining-room, bedroom, kitchen and bathroom. *Outbuildings:* Single garage bay.

The property is zoned Residential.

Signed at Johannesburg on this 27th day of August 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. G46763/SC.)

Case NO. 11929/96  
PH 222

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

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and CLIFFORD, RAY ANTHONY, First Defendant, and CLIFFORD, MARLEEN HENRIETTE, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff of the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 3 October 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 1173, South Hills Extension 1 Township, Registration Division IR, Transvaal, measuring 496 (four hundred and ninety-six) square metres, held under Deed of Transfer T8882/1992 and situated at 3 Nelspruit Street, South Hills Extension 1, 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 corrugated iron roof, consisting of a lounge, kitchen, three bedrooms, bathroom and w.c. Outbuildings consists of carport, servant's quarter and 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% (ten per centum) 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 21, 25% (twenty-one comma two five per centum) per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

*Conditions:* The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

Dated at Johannesburg on this 21st day of August 1996.

R. O. A. Johnson, for 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/N94218.)

**Case No. 15390/95  
PH 222**

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

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and MOFOKENG, AARON WINTER,  
First Defendant, and MOFOKENG, CONSTANCE, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff of the Supreme Court, Vereeniging, c/o De Klerk, Vermaak & Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 3 October 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 4880, Ennerdale Extension 11 Township, Registration Division IQ, Transvaal, measuring 450 (four hundred and fifty) square metres, held under Deed of Transfer T42994/1994, and situated at 109 Albaster Street, Ennerdale Extension 11, 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, bathroom and w.c. The boundary has brickwalls.

*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% (ten per centum) 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% (nineteen comma two five per centum) per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

*Conditions:* The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, Vereeniging, c/o De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging.

Dated at Johannesburg on this 21st day of August 1996.

R. O. A. Johnson, for 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/N86491.)



Case No. 14882/96

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

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and EVANS, GEORGE NORMAN, First Defendant, and EVANS, MYRNA HENDRIKA, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Offices of the Sheriff of the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 3 October 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 23, Turffontein Township, Registration Division IR, Province of Pretoria-Witwatersrand-Vereeniging, measuring 495 (four hundred and ninety-five) square metres, held under Deed of Transfer T14849/1990 and situated at 38 Eastwood Street, Turffontein, 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 corrugated iron roof. Consisting of a lounge, dining-room, kitchen, three bedrooms, bathroom, shower and w.c. Outbuildings consist of a single carport, a servant's quarter and 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% (ten per cent) 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 22,25% (twenty-two comma two-five per cent) per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within 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 21st day of August 1996.

R. D. A. Johnson, for Moodie & Robertson, Attorneys for Plaintiff, Nineth Floor, Total House, 209 Smit Street, Braamfontein; P.O. Box 4685, Johannesburg, 2000. (Tel. 807-6046/7.) (Ref. Mr. Johnson/N94311.)

Case No. 14215/96

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

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and JAFTER, GINO, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Offices of the Sheriff of the Supreme Court, Johannesburg, at 131 Marshall Street, Johannesburg, on Thursday, 3 October 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 1513, Rosettenville Extension Township, Registration Division IR, Transvaal, measuring 607 (six hundred and seven) square metres, held under Deed of Transfer T1946/1995 and situated at 2 and 2A Lang Street, Rosettenville, 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, dining-room, kitchen, entrance hall, three bedrooms, bathroom, w.c. Outbuildings consist of a servant's quarter and w.c. The boundary has brick and 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% (ten per cent) 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 22,25% (twenty-two comma two-five per cent) per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within 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 21st day of August 1996.

R. D. A. Johnson, for 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/N94297.)

**Case No. 12999/95**

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

**In the matter between NBS BANK LIMJTED (Reg. No. 87/01384/06), Plaintiff, and  
TEBAKANG, MOTADIANA ORIEL, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff of the Supreme Court, Westonaria, at 50 Edwards Avenue, Westonaria, on Friday, 4 October 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 718, Lawley Extension 1 Township, Registration Division IQ, Transvaal, measuring 409 (four hundred and nine) square metres, held under Deed of Transfer T39760/1994 and situated at 718 Imperial Crescent, Lawley Extension 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, two bathrooms and two w.c.'s. 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% (ten per cent) 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 23rd day of August 1996.

R. D. A. Johnson, for 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/N94423.)

**Case No. 10868/96**

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

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and  
ELAINE SANDRA KOBRIN, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Johannesburg dated 18 March 1996, and a writ of execution dated 1 March 1996, the undermentioned immovable property will be sold in execution by public auction to the highest bidder, on Friday, 4 October 1996 at 10:00, in front of the Johannesburg Magistrate's Court, Fox Street entrance, by the Sheriff of the Court, Johannesburg East:

Section 19 in the sectional title scheme known as Lyndgate, measuring 165 (one hundred and sixty-five) square metres, held by virtue of Certificate of Registered Sectional Title 256/1984(19)(Unit), being 20 Lyndgate, Link Road, Lyndhurst, and consisting of a lounge, dining-room, family room, kitchen, bedroom, bathroom, double garage, w.c., store-room and swimming-pool. Improvements described are not guaranteed.

*Terms:* 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff of Court's commission payable by purchaser on date of sale.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, Johannesburg East, 131 Marshall Street, Johannesburg.

Dated at Johannesburg on 3 September 1996.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, corner of Cradock and Tyrwhitt Avenue, Rosebank. (Tel. 883-2740.)

**Case No. 48622/96**

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

**In the matter between NBS BANK LIMITED, Plaintiff, and KENNEDY TSHUMA, Defendant**

A sale in execution will be held on 3 October 1996 at 10:00, at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

Section 27, as shown and more fully described on Sectional Plan SS129/86, in the building known as Ebenpark, situated at Pretoria, of which the floor area according to the said sectional plan is 43 (fourty-three) square metres in extent; together with an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the section in accordance with the participation quota of the said section; held by the Defendant under Title Deed ST28510/96, known as 113 Ebenpark, 232 Church Street, Pretoria West.

The following improvements are reported to be on the property, but nothing is guaranteed: Flat comprising lounge/dining-room, kitchen, bedroom, bathroom, w.c., drying area and parking.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria West.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.1694.)

**Case No. 133185/95  
PH 340**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG**

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff/Execution Creditor, and  
MAVA RICHARD KATANA, Defendant/Execution Debtor**

In execution of a judgment of the Magistrate's Court for the District of Johannesburg a sale without reserve will be held by the Sheriff of the Magistrate's Court for the District of Westonaria at 50 Edwards Avenue, Westonaria on Friday, 4 October 1996 at 10:00, of the undermentioned property of the Defendants on and subject to the conditions to be inspected at the offices of the Sheriff at 50 Edward Avenue, Westonaria:

The property is Erf 6374, Lenasia South Extension 4 Township, Registration Division IQ, Gauteng, measuring 800 square metres and held under Deed of Transfer T25833/1995 situated at 6374 Witwatersrand Street, Lenasia South Extension 4.

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

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

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

Dated at Johannesburg this 3rd day of September 1996.

Max Cohen, Plaintiff's Attorney, First Floor, The Chambers, corner of Sixth Street and Louis Botha Avenue, Orange Grove, Johannesburg, 2192; P.O. Box 4184, Johannesburg, 2000. (Tel. 728-7500.) (Ref. Max Cohen/Clinton Lewis/F537.) Dx 257JHB.

**Case No. 5947/96  
PH 482**

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff/Execution Creditor, and  
NTAOTE, THABANG EPHRAIM, First Defendant/Execution Debtor, and SETHIBA, KEALOTSE MIRRIAM, Second  
Defendant/Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), a sale without reserve will be held at the offices of the Sheriff of the Supreme Court for the District of Westonaria at 50 Edwards Avenue, Westonaria on Friday, 4 October 1996 at 10:00, of the undermentioned property of the Defendants on and subject to the conditions to be inspected at the offices of the said Sheriff.

The property is Erf 1115, Lawley Extension 1 Township, Registration Division IQ, Gauteng, measuring 400 square metres and held under Deed of Transfer T19414/1195 situated at 1115 Tripod Crescent, Lawley Extension 1.



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

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

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

Dated at Johannesburg this 3rd day of September 1996.

Max Cohen, Plaintiff's Attorney, First Floor, The Chambers, corner of Sixth Street and Louis Botha Avenue, Orange Grove, Johannesburg, 2192; P.O. Box 4184, Johannesburg, 2000. (Tel. 728-7500.) (Ref. Max Cohen/Clinton Lewis/F619.) Dx 257, JHB.

**Case No. 23819/94**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between TRANSNET LIMITED, Plaintiff, and MOGONU, PHOLOGA SAMSON, First Defendant, and MOGONU, MPEU REBECCA, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without a reserve will be held at the office of the Sheriff of the Supreme Court, Benoni, at the salesrooms of the Sheriff, 49 Kemston Avenue, Benoni, District Benoni on 3 October 1996 at 10:00, of the undermentioned property of the Defendants on conditions at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

Certain Erf 3263, Wattville Extension 1 Township, Registration Division IR, Transvaal, 487 (four hundred and eighty-seven) square metres, Erf 3263, Wattville Extension 1, Township.

**Improvements** (not guaranteed): A house consisting of three bedrooms, livingroom, bathroom with toilet and kitchen.

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

Dated at Johannesburg on 8th August 1996.

Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street; P.O. Box 62690, Marshalltown, 2107 (Tel. 492-1610.) (Fax 838-1556.) (Ref. Mr R L Mogotsi/cm/A-79.)

**Saak No. 51063/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen NBS BANK BEPERK, Eiser, en KOPANE JOSEPH BELGIUM MABASA, ID 7104245411080, Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 31 Julie 1996 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Suid, te Fehrslaansentrum, Strubenstraat 130A, Pretoria, aan die hoogste bieder op 9 Oktober 1996 om 10:00:

Deel 114, soos getoon en meer volledig omskryf op Deelplan SS631/93, in die skema bekend as Parkel, ten opsigte van die grond en gebou of geboue geleë te Elarduspark-dorpsgebied, Plaaslike Owerheid, Stadsraad van Pretoria, groot 85 (vyf-en-tagtig) vierkante meter (beter bekend as Parkelwoonstelle C2004, Boeingstraat, Elarduspark).

**Voorwaardes van verkoping:**

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Twee en 'n half-slaap-kamerwoonstel met sitkamer/eetkamer, kombuis en badkamer met motorafdak.

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



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

Geteken te Pretoria op hierdie 2de dag van September 1996.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR68124.)

Case No. 10982/95

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

**In the matter between UNITED BANK (A DIVISION OF ABSA BANK LTD), Execution Creditor, and HILLCAR INVESTMENTS CC & OTHERS, First Execution Debtor, and BRIAN ALFRED HILLARY, Second Execution Debtor**

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 26 January 1996, the following property will be sold in execution by Property Mart, on Friday, 11 October 1996 at 10:00, and from the premises of the said immovable property, namely:

Erf 1379, Springs Extension Township, Registration Division IR, Gauteng, measuring 390 square metres, held under Deed of Transfer T25487/89, and also known as 2 Main Avenue, Springs Extension, Springs.

*Material conditions of sale:*

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

2. The following improvements on the property are reported, but nothing is guaranteed: *Main building:* Brick building, iron roof, four rooms and flats, each consisting of kitchen, lounge, dining-room, bedroom and bathroom.

3. 10% (ten per cent) of the purchase price and auctioneer's charges in cash or by way of a bank-guaranteed cheque on the day of the sale, and the balance plus interest thereon at 19,25% (nineteen comma two five per centum) per annum, is payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished to the Sheriff or order within 21 (twenty-one) days of date of sale.

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

Dated at Springs this 27th day of August 1996.

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

Case No. 255/96

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

**In the matter between UNITED BANK (A DIVISION OF ABSA BANK LTD), Execution Creditor, and GERT HENDRIK VENTER, First Execution Debtor, and JOHANNA ALETTA VENTER, Second Execution Debtor**

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 2 February 1996, the following property will be sold in execution by Property Mart, on Friday, 11 October 1996 at 12:00, and from the premises of the said immovable property, namely:

Portion 14 of Erf 657, Modder East Township, Registration Division IR, Gauteng, measuring 953 square metres, held under Deed of Transfer T2868/92, and also known as 13 Tafelkop Street, Modder East.

*Material conditions of sale:*

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

2. The following improvements on the property are reported, but nothing is guaranteed: *Main building:* Tiled roof, plastered walls, three bedrooms, bathroom, lounge, dining-room and kitchen. *Outbuildings:* Garage.

3. 10% (ten per cent) of the purchase price and auctioneer's charges in cash or by way of a bank-guaranteed cheque on the day of the sale, and the balance plus interest thereon at 18,25% (eighteen comma two five per centum) per annum, is payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished to the Sheriff or order within 21 (twenty-one) days of date of sale.

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

Dated at Springs this 27th day of August 1996.

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

Case No. 4449/89

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON

**In the matter between UNITED BANK LIMITED, Plaintiff, and MONLABISI PATRICK ZONKO, Defendant**

A sale in execution of the property described hereunder will take place on 9 October 1996 at 10:00, at the offices of the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

All right, title and interest in the leasehold in respect of Erf 8276, Tokoza Township, measuring 300 (three hundred) square metres, property known as Stand 8276, Tokoza.

Residence comprising of lounge, two bedrooms, bathroom, separate w.c. and kitchen (hereinafter called the right of leasehold). A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton.

Signed and dated at Alberton on this 27th day of August 1996.

Jack Sherman, Plaintiff's Attorneys, First Floor, 5A Clinton Road, Alberton, 1450.

Saak No. 15425/96

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en MACHABA, LEHAIWA PASILIUS, Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Marshallstraat 131, Johannesburg, op 3 Oktober 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 186, Tladi-dorpsgebied, Registrasieafdeling IQ, Transvaal, en ook bekend as Tladi-dorpsgebied 186, Pk. kwaXuma, groot 262 m<sup>2</sup> (twee ses twee) vierkante meter.

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

*Terme*: 10% (tien persent) van die koopprys in kontant op die dag van die verkoping en ten opsigte van die balans betaalbaar teen registrasie van transport moet 'n bank- of bougenootskap of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word. Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van R30 000 (dertigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R7 000 (seweduisend rand). Minimum fooie R260 (tweehonderd-en-sestig rand).

Gedateer te Johannesburg op hede die 30ste dag van Augustus 1996.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Johannesburg; Posbus 1588. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8687E.)

Case No. 7068/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and ANDRE GOUWS, First Defendant, and HELENA SUSANNA GOUWS, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Brakpan on 30 July 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 11 October 1996 at 11:00, at the premises of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 697, Brenthurst Township, situated at 25 Scott Crescent in the Township of Brenthurst, District of Brakpan, measuring 892 (eight hundred and ninety-two) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, iron roof comprising of a lounge, dining-room, three bedrooms, kitchen, entrance hall, bathroom, separate toilet, pantry, laundry and garage.

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

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

Dated at Brakpan on this 30th day of August 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue, Benoni; P.O. Box 1381, Benoni, 1500. (Tel. 422-1350.) (Ref. N57038/Mrs West.)

Case No. 17748/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and THOMAS PETERS, Defendant**

Notice is hereby given that on 3 October 1996 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, pursuant to a judgment in this matter granted by the above Honourable Court, on 19 August 1996, namely:

Certain Erf 1304, Crystal Park Extension 1, Registration Division IR, Province of Gauteng, situated at 12 Sandock Street, Crystal Park, Benoni.

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

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

Dated at Boksburg on this 30th day of August 1996.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H09309.)

Case No. 27116/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOHANNES JOEY MASHIYANE, First Defendant, and LETTIE NTSIBISENG KGANYE, Second Defendant**

Notice is hereby given that on 4 October 1996 at 09:00, the undermentioned property will be sold by public auction at the Magistrates' Court, Kerk Street, Nigel, pursuant to a judgment in this matter granted by the above Honourable Court on 4 December 1995, namely:

Right of leasehold in respect of certain Erf 8373, Duduza, Registration Division IR, Province of Gauteng, situated at 8373 Roseview Gardens, Duduza, Nigel.

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

The full conditions of sale may be inspected at the offices of the Sheriff, 69 Kerk Street, Nigel.

Dated at Nigel on this the 30th day of August 1996.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Ref. Mrs L. Pinheiro/H08053.)

Saak No. 725/95

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

**In die saak tussen L. R. L. MASHIGO, Eksekusieskuldeiser, en M. RAKGALAKANE, Eksekusieskuldenaar**

Neem kennis dat kragtens 'n uitspraak van die Landdroshof, Wonderboom, gehou te Pretoria-Noord en 'n lasbrief vir eksekusie die ondergelyste vaste eiendom per openbare veiling verkoop sal word op 27 September om 11:00, te die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad), Bon Accord, vir kontant aan die persoon wie die hoogste aanbod maak:

Al die reg, titel en belang in Erf 535, geleë in die dorp Soshanguve M, Registrasieafdeling JR, provinsie Gauteng, groot 705 (sewehonderd-en-vyf) vierkante meter, gehou kragtens Akte van Transport T50730/1992.

'n Leë erf.

Geteken te Pretoria op hierdie 16de dag van Augustus 1996.

Anton van Staden, Prokureur vir Eksekusieskuldeiser, Jan van Riebeeckstraat 239, Pretoria-Noord. (Tel. 546-0487.) (Verw. 58661/DVS.)

Saak No. 49949/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen NBS BANK LIMITED, Eiser, en IGNATIUS PETRUS BARNARD, IDENTITEITSNOMMER 5602075047009, Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 29 Julie 1996, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder op 3 Oktober 1996 om 10:00:

Deel 8, soos getoon en meer volledig omskryf op Deelplan SS156/86 in die skema bekend as Mayvillas ten opsigte van die grond en geou of geboue geleë te Erf 85, Mayville, Plaaslike Owerheid, Stadsraad van Pretoria, groot 79 (nege-en-sewentig) vierkante meter (beter bekend 22N Mayvillas, Paul Krugerstraat 852, Mayville).

*Voorwaardes van verkoping:*

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Simplekswoonstel met twee slaapkamers, badkamer, sit/eetkamer, kombuis met motorafdak en balkon.

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

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

Geteken te Pretoria op hierdie 2de dag van September 1996.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR68118.)

**Case No. 10614/95**

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

**In the matter between UNITED BANK (A DIVISION OF ABSA BANK LTD), Execution Creditor, and LODEWICUS JACOBUS VAN DER VYVER, First Execution Debtor, and KARINE VAN DER VYVER, Second Execution Debtor**

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 13 March 1996, the following property will be sold in execution by Property Mart, on Friday, 11 October 1996 at 09:00, and from the premises of the said immovable property, namely:

Holding 26, Hallgate Agricultural Holdings, Registration Division IR, Gauteng, measuring 1,6924 (one comma six nine two four) hectares, held under Deed of Transfer T80383/1993 and also known as Plot 26, Hallgate, Agricultural Holdings, Nigel.

*Material conditions of sale:*

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

2. The following improvements on the property are reported, but nothing is guaranteed: *Main building:* Brick building, corrugated iron roof, kitchen, dining-room, three bedrooms, two bathrooms/toilet, built-in cupboards and wall to wall carpeting.

*Outbuildings:* Concrete fencing, carports, two outside rooms, flat, shower and borehole.

3. 10% (ten per cent) of the purchase price and auctioneer's charges in cash or by way of a bank-guaranteed cheque on the day of the sale, and the balance plus interest thereon at 18,25% (eighteen comma two five per centum) per annum is payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff or order within 21 (twenty-one) days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court at 69 Church Street, Nigel.

Dated at Springs this 26th day of August 1996.

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

**Saak No. 3647/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

**In die saak tussen NBS BANK BEPERK (Registrasienuommer 87/ 01384/06), Eisre, en SEKAE JOSEPH TLAKA, 6307095505080, Verweerder**

Kennis geskied hiermee dat ingevolge 'n lasbrief in bovermelde Agbare Hof op 20 Maart 1996, die onderstaande eiendom te wete:

Erf 8833, Tsakane, Brakpan, geleë te Tholostraat 8833, Tsakane, Brakpan, bestaande uit 249 (tweehonderd nege-en-veertig) vierkante meter met sonering Residensieel, in eksekusie verkoop sal word op 11 Oktober 1996 om 11:00, te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste bieder.

Die volgende verbeteringe skyn op die eiendom te wees, maar word nie gewaarborg nie: Woning gebou van: mure: verf/pleister, dak: teëls, omheining: draad, bestaande uit sitkamer, twee slaapkamers (een hoof), badkamer en kombuis. *Buitegeboue:* Geen.



*Voorwaardes van verkoping:* Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju, Brakpan. 'n Substansiële bougenootskaplening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 31ste dag van Oktober 1996.

S. M. Nel, vir Geyser De Kock & Vennote, Glenleyhuis, Kingswaylaan 116, Brakpan. [Tel. (011) 744-4620.] [Faks. (011) 744-4663.] (Verw. mev. Coetzer/N1243.)

Saak No. 993/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

**In die saak tussen NBS BANK BEPERK (Registrasienuommer 87/01384/06), Eiser, en GIDEON MBUSO GALELA, ID. 6003105439085, Eerste Verweerder, en DUDU KATE GALELA, ID. 3401010659081, Tweede Verweerder**

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 29 Maart 1995 die onderstaande eiendom, te wete:

Erf 33457, Tsakane-uitbreiding 1, Brakpan, geleë te 33457, Tsakane-uitbreiding 1, Brakpan, voorheen bekend as 662 Tsakane-uitbreiding 1, Brakpan, bestaande uit 273 (tweehonderd drie-en-sewentig) vierkante meter, met sonering Residensieel, in eksekusie verkoop sal word op 11 Oktober 1996 om 11:00, te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste bieder.

Die volgende verbeteringe skyn op die eiendom te wees, maar word nie gewaarborg nie: Woning gebou van draad/baksteen/betonmure met teëldak en baksteen/pleister/verf omheining, bestaande uit sitkamer, drie slaapkamers (een hoof), badkamer en kombuis. Buitegeboue bestaande uit 'n enkelmotorhuis.

*Voorwaardes van verkoping:* Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju, Brakpan. 'n Substansiële bougenootskaplening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 31ste dag van Augustus 1996.

S. M. Nel, vir Geyser de Kock & Vennote, Glenleyhuis, Kingswaylaan 116, Brakpan. [Tel. (011) 744-4620/Faks. (011) 744-4663.] (Verw. mev. Coetzer/BX1.)

Saak No. 6806/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

**In die saak tussen NBS BANK BEPERK (Registrasienuommer 87/01384/06), Eiser, en NTOGELENG PHINEAS MALATJI, ID. 6308025626087, Eerste Verweerder, en DUMISILE LYNNETTE MSABALA, ID. 6508290259080, Tweede Verweerder**

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

Erf 21576, Tsakane-uitbreiding 11-dorpsgebied, Brakpan, geleë te Pulumanestraat 21576, Tsakane-uitbreiding 11, Brakpan, bestaande uit 265 (tweehonderd vyf-en-sestig) vierkante meter, met sonering Residensieel, in eksekusie verkoop sal word op 11 Oktober 1996 om 11:00, te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste bieder.

Die volgende verbeteringe skyn op die eiendom te wees, maar word nie gewaarborg nie: Woning gebou van mure: pleister/verf met teëldak, draadomheining, bestaande uit sitkamer, twee slaapkamers (een hoof), badkamer en kombuis. Geen buitegeboue.

*Voorwaardes van verkoping:* Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju, Brakpan. 'n Substansiële bougenootskaplening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 31ste dag van Augustus 1996.

S. M. Nel, vir Geyser de Kock & Vennote, Glenleyhuis, Kingswaylaan 116, Brakpan. [Tel. (011) 744-4620/Faks. (011) 744-4663.] (Verw. mev. Coetzer/N1271.)

Saak No. 6022/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

**In die saak tussen NBS BANK BEPERK (Registrasienuommer 87/01384/06), Eiser, en JACOBUS PETRUS DU PREEZ, ID. 6403115097008, Eerste Verweerder, en CHRISTA DU PREEZ, ID. 6307100042004, Tweede Verweerder**

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 21 Mei 1996 die onderstaande eiendom, te wete:

Erf 948, Brenthurst-uitbreiding 1, Brakpan, geleë te Duncanstraat 52, Brenthurst-uitbreiding 1, Brakpan, bestaande uit 952 (negehonderd twee-en-vyftig) vierkante meter, met sonering Residensieel,

in eksekusie verkoop sal word op 11 Oktober 1996 om 11:00, te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste biebër.

Die volgende verbeteringe skyn op die eiendom te wees, maar word nie gewaarborg nie: Woning gebou van: mure: baksteen/pleister/verf, dak: sink, omheining, voorafvervaardigde sement, bestaande uit sitkamer, woonkamer, eetkamer, drie slaapkamers (een hoof), badkamer, kombuis, opwaskamer, buitegeboue, dubbelmotorhuis, ander: swembad.

*Voorwaardes van verkoping:* Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju, Brakpan. 'n Substansiële bougenootskaplening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 31ste dag van Augustus 1996.

S. M. Nel, vir Geyser de Kock & Vennote, Glenleyhuis, Kingswaylaan 116, Brakpan. [Tel. (011) 744-4620/Faks. (011) 744-4663.] (Verw. mev. Coetzer/N1251.)

Saak No. 6990/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

**In die saak tussen NBS BANK BEPERK (Registrasienuommer 87/01384/06), Eiser, en SHARON SARAH STOFFELS, Identiteitsnommer 5510290107013, Verweerder**

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 30 Junie 1996, die onderstaande eiendom te wete:

Erf 750, Geluksdal-dorpsgebied, geleë te Rocky Rapidstraat 750, Geluksdal, Brakpan, bestaande uit 350 (driehonderd-en-vyftig) vierkante meter met sonering Residensieel in eksekusie verkoop sal word op 11 Oktober 1996 om 11:00, te die kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste biebër.

Die volgende verbeteringe skyn op die eiendom te wees, maar word nie gewaarborg nie:

Woning gebou van: *Mure:* Baksteen. *Dak:* Sink. *Omheining:* Draad. *Bestaande uit:* Sitkamer, twee slaapkamers (een hoof), badkamer en kombuis. *Buitegeboue:* Geen.

*Voorwaardes van verkoping:* Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju, Brakpan. 'n Substansiële bougenootskaplening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 31ste dag van Augustus 1996.

S. M. Nel, vir Geyser De Kock & Vennote, Glenleyhuis, Kingswaylaan 116, Brakpan. [Tel. (011) 744-4620.] [Faks (011) 744-4663.] (Verw. mev. Coetzer/N1277.)

Saak No. 5408/95

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en ALBERT ELS, Verweerder**

'n Verkoop in eksekusie word gehou voor die Landdroskantoor, Hoogstraat, Potgietersrus, deur die Balju, Potgietersrus, op 4 Oktober 1996 om 10:00, van die volgende vaste eiendom:

Resterende gedeelte van Gedeelte 4 van die plaas Klavervally 616, Registrasieafdeling KS, Noordelike Provinsie, groot 146,2152 hektaar, gehou kragtens Akte van Transport T45846/1993.

Die eiendom is gesoneer vir landboudoeleindes (hoofsaaklik katoen en groente), en is verbeter met die oprigting van:

*Verbeteringe:* 'n Woonhuis met staan sinkdakgebou van stene en sement, groot ± 180 vierkante meter en bestaan uit ses slaapkamers, woonkamer, eetkamer, ingangsportaal, kombuis met opwas en spens, badkamer en aparte toilet. *Buitegeboue:* Bestaande uit twee aparte stoorkamers groot ongeveer 12 vierkante meter, beeskrale en veehanteringsfasiliteite, drie toegeruste boorgate lewer ± 10 00 liter per uur. *Landerye:* 35 hektaar droëland, 41,2152 hektaar natuurlike weiding en 70 hektaar aangeplante bloubuffelgras. *Omheining:* Gedeeltelik wildwerend, verdeel in 5 kampe met goeie draad omheining. *Krag:* Eskom.

Besonderhede van die verbeterings op die eiendom word hierbo verstrekk, maar nie gewaarborg nie. Voornemende kopers moet eiendom self besigtig.

Besigtig verkoopvoorwaardes by Balju, Eerste Verdieping, Munpengebou, Voortrekkerweg 80, Potgietersrus.

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

Case No. 22409/92

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and VICTOR MASEKELA, First Defendant,  
and MANYAKO ESTHER MASEKELA, Second Defendant**

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 4 October 1996 at 11:00:

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

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

*Property:* Erf 22429, situated in the Township of Mamelodi Extension 4, Registration Division JR, Gauteng, measuring 260 square metres, also known as 22429 Mamelodi Extension 4, Mamelodi.

*Improvements:* Dwelling—two bedrooms, bathroom, kitchen and lounge.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee In X255.)

Case No. 408/95

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and MAKHOSONKE FRANCIS KRATSI, First Defendant, and ELINAH KRATSI, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 13 February 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 11 October 1996 at 11:15, at the office of the Sheriff 182 Leeuwpoot Street, Boksburg, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 4335, Vosloorus Township, situated on 4335 Vosloorus, in the Township of Vosloorus, District of Boksburg, measuring 260 (two hundred and sixty) square metres.

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

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Boksburg.

Dated at Boksburg on this 2nd day of September 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00555/Mrs Kok.)

Case No. 7558/96

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

**In the matter between NBS BANK LIMITED, formerly known as NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and THABO BERNARD MOTHIBEDI, First Defendant, and CHRISTINE MOTHIBEDI, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 6 August 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 11 October 1996 at 11:15, at the office of the Sheriff 182 Leeuwpoot Street, Boksburg, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 12803, Vosloorus Extension 23 Township, Registration Division IR, Province of Gauteng, situated on 12803 Vosloorus Extension 23, in the Township of, District of Boksburg, measuring 621 (six hundred and twenty-one) square metres.

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

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Boksburg.

Dated at Boksburg on this 2nd day of September 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00539/Rita Kok.)

Case No. 3465/96

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

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and PRINCE MAKUBELA, Defendant**

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

All the right, title and interest in the leasehold in respect of Erf 350, Vosloorus Extension 2 Township, situated on 350 Zembe Road, Vosloorus Extension 2, in the Township of Vosloorus Extension 2, District of Boksburg, measuring 271 (two hundred and seventy-one) square metres.

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

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Boksburg.

Dated at Boksburg on this 2nd day of September 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00724/Mrs Teixeira.)

Case No. 3922/96

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

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION) (86/04794/06), Plaintiff, and BUSANI PATSON CEBEKHULU, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 1 July 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 11 October 1996 at 11:15, at the office of the Sheriff 182 Leeuwpoot Street, Boksburg, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 17769, Vosloorus Extension 25 Township, situated on 17769 Modutu Crescent, Vosloorus Extension 25, in the Township of Vosloorus Extension 25, District of Boksburg, measuring 260 (two hundred and sixty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising of lounge, kitchen, bathroom with a w.c. and two bedrooms.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Boksburg.

Dated at Boksburg on this 2nd day of September 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00735/Mrs Teixeira.)

Case No. 3555/91

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON

**In the matter between UNITED BANK LIMITED, Plaintiff, and MZWABANTU ERIC VUNTU, First Defendant, and BUYISWA GLADYS VUNTU, Second Defendant**

A sale in execution of the property described hereunder will take place on 9 October 1996 at 10:00, at offices of the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

All right, title and interest in the leasehold in respect of Erf 789, Tokoza Extension 2, Township, measuring 230 (two hundred and thirty) square metres, property known as Stand 789, Tokoza Extension 2.

Residence comprising of brick under tile dwelling comprising of lounge, two bedrooms, bathroom, separate w.c. and kitchen (hereinafter called the right of leasehold).

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton.

Signed and dated at Alberton on this 26th day of August 1996.

Jack Sherman, Plaintiff's Attorneys, First Floor, 5A Clinton Road, Alberton, 1450.



Case No. 4621/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON

**In the matter between UNITED BANK LIMITED, Plaintiff, and STEPHEN XANASE, First Defendant, and NOMATHAMSANQA NELLY XANASE, Second Defendant**

A sale in execution of the property described hereunder will take place on 9 October 1996 at 10:00, at offices of the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

All right, title and interest in the leasehold in respect of Erf 9534, Tokoza Extension 2 Township, measuring 280 (two hundred and eighty) square metres, property known as Stand 9534, Tokoza Extension 2.

Residence comprising of lounge, two bedrooms, bathroom/w.c. and kitchen (hereinafter called the right of leasehold).

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton.

Signed and dated at Alberton on this 26th day of August 1996.

Jack Sherman, Plaintiff's Attorneys, First Floor, 5A Clinton Road, Alberton, 1450.

Case No. 1847/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON

**In the matter between UNITED BANK LIMITED, Plaintiff, and MATSHAGI THIYA, Defendant**

A sale in execution of the property described hereunder will take place on 9 October 1996 at 10:00, at offices of the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton:

All right, title and interest in the leasehold in respect of Erf 793, Tokoza Extension 2 Township, measuring 225 (two hundred and twenty-five) square metres.

Property known as Stand 793, Tokoza Extension 2.

Residence comprising of lounge, dining-room, two bedrooms, kitchen and w.c. (hereinafter called the right of leasehold).

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the Sheriff of the Magistrate's Court, Alberton, Johria Court, 4 Du Plessis Street, Florentia, Alberton.

Signed and dated at Alberton on this 26th day of August 1996.

Jack Sherman, Plaintiff's Attorneys, First Floor, 5A Clinton Road, Alberton, 1450.

**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, Boksburg, 182 Leeuwpoot Street, Boksburg, on 4 October 1996 at 11:15:

**NEDCOR BANK LIMITED is the Execution Creditor.**

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

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Supreme Courts Act, No. 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 guarantee 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. 16683/96.**

**Judgment Debtor: MORASHI PHILIP SELEPE.**

*Property:* Erf 6649, Vosloorus Extension 9 Township, Registration Division IR, Province of Gauteng, situated at Erf 6649, Vosloorus Extension 9, Boksburg.

*Improvements:* Detached single storey brick built residence under tiled roof comprising four rooms other than kitchen and bathroom.

*Reference:* MS0227.

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

Saak No. 12676/96

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen FIRST NATIONAL BANK OF SOUTHERN AFRICA LTD, Eiser, en  
KHUMALO, FUYIZASHE ALFRED, Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju, te Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, op 8 Oktober 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 in welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 881, Tokoza-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, en ook bekend as 881 Tokoza-uitbreiding 2, Alberton, groot 180 m<sup>2</sup> (een agt nul vierkante meter).

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

*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-, bougenootskap- of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word.

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

Gedateer te Johannesburg op hede die 2de dag van September 1996.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat (Posbus 1588), Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/F5449E.)

Saak No. 28670/95

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

**In die saak tussen ABSA BANK BEPERK (UNITED BANK DIVISIE), Eiser, en  
WAKELIN, ALAN HERBERT, Eerste 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 Derde Verdieping, Unitedgebou, Presidentstraat 177, Germiston, op 7 Oktober 1996 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Vendu-afslaer 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 378, Dinwiddie-dorpsgebied, Registrasieafdeling IR, Transvaal, en ook bekend as Halsteadstraat 32, Dinwiddie, groot 812 m<sup>2</sup> (agt een twee) vierkante meter.

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

*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 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R6 000 (sesduisend rand). Minimum fooie R100 (eenhonderd rand).

Gedateer te Johannesburg op hierdie 2de dag van September 1996.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Johannesburg (Posbus 1588). (Tel. 334-2727. (Verw. Rossouw/cw/04/A8491E.)

Case No. 2858/94

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

**In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff, and ANNA HENDRIKA EMMERENTIA NEAME, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni on 11 January 1995 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 9 October 1996 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Portion 1 of Erf 2697, Benoni Township, situated on 20 Kent Street, in the Township of Western Extension, District of Benoni, measuring 572 (five hundred and seventy-two) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: A building built of brick and plaster, tiled roof, comprising of a lounge, family room, dining-room, kitchen, three bedrooms, bathroom, w.c., two garages and servant's room.

*The conditions of sale:*

The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Benoni.

Dated at Benoni on this 2nd day of September 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue. (Tel. 422-1350.) (Ref. B1082F/Mrs West.)

Case No. 31070/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DEON CYFERT, Defendant**

Notice is hereby given that on 4 October 1996 at 09:00, the undermentioned property will be sold by public auction at the Magistrate's Court, Kerk Street, Nigel, pursuant to a judgment in this matter granted by the above Honourable Court on 12 December 1994, namely:

Certain Portion 1 of Erf 822, Dunnottar, Registration Division IR, Province of Gauteng, situated at 72 Williamson Road, Dunnottar, Nigel.

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

The full conditions of sale may be inspected at the offices of the Sheriff, 69 Kerk Street, Nigel.

Dated at Nigel on this 2nd day of September 1996.

Tuckers Inc, Attorney for Plaintiff, Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01933.)

Saak No. 448/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK STANDERTON GEHOU TE STANDERTON

**In die saak tussen ABSA BANK BEPERK, Eiser, en F. E. CORNELIUS, Verweerder**

Ingevolge uitspraak in die Hof van die Landdros te Standerton en lasbrief vir eksekusie tot geregtelike verkoping gedateer 14 Junie 1996, sal die ondervermelde onroerende eiendom op 2 Oktober 1996 om 10:00, te Smutsstraat 8, Meyerville, Standerton, aan die hoogste bieder geregtelik verkoop word, naamlik:

Gedeelte 4 van Erf 392, geleë in die dorp Meyerville, Registrasieafdeling HS, provinsie Mpumalanga.

Die verkoopvoorwaardes lê ter insae by die Balju te Caledonstraat 117, Standerton. Die basiese verkoopvoorwaardes is kortliks die volgende:

1. 10% (tien persent) van die koopprijs in kontant op die dag van verkoping.
2. Die balans van die koopprijs teen registrasie van transport en gewaarborg staan te word binne 30 (dertig) dae na datum van verkoping.
3. Besit en okkupasie sal aan die koper verleen word 30 (dertig) dae na betaling van die deposito of by betaling van die volle koopsom, welke gebeurtenis ookal eerste mag plaasvind.

Geteken te Standerton op hede die 30ste dag van Oktober 1996.

H. J. Langeveldt, vir Van den Berg Nel & Langeveldt Ing. Samuel Seigel, Berlanekamers, Andries Pretoriusstraat 16, Posbus 73, Standerton. (Verw. HJL/CN/543.)

Case No. I.522/94

IN THE SUPREME COURT OF BOPHUTHATSWANA  
(Bophuthatswana Provincial Division)

**In the matter between SAMUEL MALEFETSA RAMORWA, Plaintiff, and RANTHODI THOMAS SEKHUTHE, Defendant**

Be pleased to take notice that in pursuance of a judgment dated 26 January 1995 in the Supreme Court of Bophuthatswana Provincial Division and writ of execution issued on 7 March 1996, the immovable property listed hereunder will be sold in execution to the highest bidder on 2 October 1996 at 10:00, at the offices of the Magistrate, Odi, Zone 5, Ga-Rankuwa:

Site 399, Unit E, Mabopane, extent 600 (six hundred) square metres, held by the Defendant under Deed of Grant 5404/92, subject to the conditions and servitude specified or referred to in the said deed of grant.

The property is improved by the erection of a dwelling consisting of lounge, kitchen, bathroom/toilet and two bedrooms.

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, can be inspected at the office of the Deputy Sheriff, Odi, Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord. [Tel. (012) 562-0570/1/3.]

Dated at Pretoria on this the 30th day of August 1996.

B. J. Nkwinka, for Seriti Mavundla & Partners, Plaintiff's Attorneys, 26th Floor, SALU Building, corner of Schoeman and Andries Streets, Pretoria. (Ref. Mr Nkwinka/MN/MR.362.)

Saak No. 51868/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen NBS BANK LIMITED, Eiser, en HOME SQUARE CONSTRUCTION CC, No. CK93/07620/23, Eerste Verweerder, en JOHANNES FRANCOIS SMITH, Tweede Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 20 Augustus 1996, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Oos, te Fehrslaansentrum, Strubenstraat 130A, Pretoria, aan die hoogste bieder op 9 Oktober 1996 om 10:00:

Deel 2, soos getoon en meer volledig omskryf op Deelplan SS254/96 in die skema bekend as Fair Lady 2220 ten opsigte van die grond en gebou of geboue geleë te Faerie Glen-uitbreiding 9, Plaaslike Owerheid: Stadstraat van Pretoria, groot 181 (eenhonderd een-en-tagtig) vierkante meter (beter bekend as No. 2 Fair Lady 2220, Tom Burkestraat, Faerie Glen-uitbreiding 9).

*Voorwaardes van verkoping:*

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Duetwoonhuis met drie slaapkamers, twee badkamers, twee storte, sitkamer, eetkamer, kombuis, studeerkamer, opwaseenheid met dubbelmotorhuis en tuin.

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

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

Geteken te Pretoria op hierdie 3 September 1996.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir die Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR68127.)

Case No. 8228/96

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

**In the matter between UNITED BANK, a division of ABSA BANK LIMITED, Plaintiff, and ABRAHAM MICHAEL DU PLESSIS, First Defendant, and EULALIA JOSELYN DU PLESSIS, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff, Johannesburg South, First Floor, 131 Marshall Street, Johannesburg, on 3 October 1996 at 10:00, on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the said Sheriff, prior to the sale:

Erf 89, Naturena Township, Registration Division IQ, Transvaal, being the physical address of Stand 104, Yvette Place, Naturena, measuring 918 (nine hundred and eighteen) square metres, held by Deed of Transfer T26009/1984.



*Improvements* (not guaranteed): Vacant land.

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

Dated at Johannesburg on this the 30th day of August 1996.

P. Masekela, for Matlala Incorporated, 11th Floor, Screiner Chambers, 94 Pritchard Street, Johannesburg, 2001; P.O. Box 404, Johannesburg, 2000. [Tel. (011) 333-8623/4/5. Fax. (011) 333-8627.] (Ref. P. Masekela/lm/A51.)

**Saak No. 4896/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG**

**In die saak tussen ABSA BANK BEPERK, handeldrywende as ALLIED BANK, Eksekusieskuldeiser, en  
ANDRIES MATTHYS FOURIE, Eksekusieskuldenaar**

Ten uitvoer van 'n vonnis wat die Landdros van Pietersburg toegestaan het op 30 Julie 1996 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 4 Oktober 1996 om 10:00, by die Landdroskantoor, Pietersburg, aan die hoogste bieder, naamlik:

Erf 290, geleë in die dorp Penina Park, Registrasieafdeling LS, Noordelike Provinsie, groot 1 090 (eenduisend-en-negentig) vierkante meter, gehou kragtens Akte van Transport T99972/95.

Die eiendom kan omskrywe word soos volg: Woonhuis geleë te Limpopolaan 54, Penina Park, Pietersburg, en bestaan uit: Ingangsportaal, sitkamer, eetkamer, kombuis, studeerkamer, drie slaapkamers, badkamer en stort met toilet, bediendekamer met toilet en stort asook enkelmotorafdak.

*Terme:*

Die veilingskoste plus 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bougenootskapwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping uitgelees sal word, is ter insae by die kantore van Balju, Landdroshof, Pietersburg, en kan te eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 2de dag van September 1996.

W. A. H. Nel, vir Steytler Nel & Calitz, Eerste Verdieping, Pioneersentrum, Landdros Maréstraat 52, Pietersburg. (Verw. mnr. Nel/CF/ANA 271.)

**Case No. 2187/94**

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

**In the matter between NBS BANK LIMITED, Plaintiff, and MAKOOPO S. T. AND T. G., Defendants**

In pursuance of a judgment in the Court for the Magistrate of Nigel and warrant of execution dated 26 August 1996, the property listed hereunder will be sold in execution on Friday, 11 October 1996 at 09:00, in front of the Magistrate's Court, 69 Church Street, Nigel, to the highest bidder:

Certain Erf 8575, Duduza in the Township of Nigel, measuring 258 square metres, Title Deed T29885/89.

The following improvements are reported to be on the property, but nothing is guaranteed: Brick house with tiled roof, kitchen, three bedrooms, lounge, bathroom/toilet and brick fencing.

*Conditions of sale:*

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

Dated at Nigel on this 30th day of August 1996.

J. J. van Huyssteen, for Lockett Etsebeth Liebenberg & Van Huyssteen, Plesam Building, Second Avenue, Nigel. (Ref. J. J. van Huyssteen/mm/N1078.)

Saak No. 2187/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

**In die saak tussen NBS BANK BEPERK, Eiser, en MAKOOPO S. T. EN T. G., Verweerders**

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

Sekere Erf 8575, Duduza, Nigel, Registrasieafdeling IR, Gauteng, groot 258 vierkante meter, besit onder Akte van Transport T29885/89.

In eksekusie verkoop sal word op 11 Oktober 1996 om 09:00, by die Baljukantore, Kerkstraat 69, Nigel.

Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Steengebou met teëldak, kombuis, sitkamer, drie slaapkamers, badkamer/toilet en steen omheining.

**Terme:** Tien persent (10%) van die koopprys en afslaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne veertien (14) dae na datum van verkoping aan die Geregsbode verskaf word.

Geteken te Nigel op hierdie 30ste dag van Augustus 1996.

J. J. van Huyssteen, vir Lockett, Etsebeth, Liebenberg & Van Huyssteen, Plesamgebou, Eerste Verdieping, Nigel, 1490.  
(Verw. J. J. van Huyssteen/N1078.)

Saak No. 252/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

**In die saak tussen T O Y PANEELKLOPPERS, Eiser, en B. KOTZÉ, Verweerder**

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die Balju vir die Landdroshof se kantore te Championstraat 21, Orkney, in eksekusie verkoop, op 27 September 1996 om 09:00:

Erf 2132, geleë in die dorp Orkney, Registrasieafdeling IP, Transvaal (Noordwes), (bekend as Carlylelaan 95, Orkney), groot 1 908 (eenduisend negehonderd-en-agt) vierkante meter, gehou kragtens Akte van Transport T10860/1988, bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer met toilet, ingeboude kaste, motorhuis, stoorkamer met buite-toilet.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Championstraat 21, Orkney, en van die vernaamste:

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

Geteken te Orkney op hede die 15de dag van Julie 1996.

P. P. H. Scholtz, vir Erasmus Jooste, Popelaan 6, Orkney, vir diening: Erasmus Jooste, Joostegebou, Siddlesstraat 49, Klerksdorp. (Mnr. Scholtz/MS/5.)

Case No. 6372/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF RUSTENBURG HELD AT RUSTENBURG

**In the matter between STANDARD BANK OF BOPHUTHATSWANA, Plaintiff, and  
T. C. MABULA, Defendant**

In pursuance of judgment granted on 13 February 1996, in the Rustenburg Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 4 October 1996, to the highest bidder:

**Description:** Erf 1030, Boitekong, Extension 1, in extent 451 (four hundred and fifty-one) square metres, held by the T. C. Mabula in her name under Deed of Transfer TL64527/1994.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the Bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

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, Rustenburg.

Dated at Rustenburg this 21 August 1996.

S. M. Levin, for Grobler Levyn & Soonius, Plaintiff's Attorneys, First Floor, Derek Whitfield Centre, corner of Boom and Pretorius Streets, Rustenburg, 0300; P.O. Box 6610, Rustenburg, 0300. [Tel. (0142) 97-3730.] (Ref. mev. Levin/5b/5111.)

Case No. 26127/94  
PH 233

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
PAUL THEMBA PAULUS MHLANGA, Defendant**

In execution of a judgment of the Supreme Court of South Africa, Witwatersrand Local Division, in the above-mentioned suit, a sale without reserve will be held at the offices of the Deputy Sheriff, 49 Kempston Avenue, Benoni, on 3 October 1996 at 10:00, of the undermentioned property of the Defendant and which conditions may be inspected at the office of the Deputy Sheriff, Benoni, prior to the sale:

Erf 1774, Etwatwa Extension 2 Township, Registration Division IR, Transvaal, in extent 294 (two hundred and ninety-four) square metres, held under Certificate of Registered Grant of Leasehold TL45109/1993, situated at Erf 1774, Etwatwa Extension 2, Daveyton, Benoni.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A residential dwelling comprising lounge, kitchen, two bedrooms, bathroom and toilet and under tiled roof.

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

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

Dated at Johannesburg this 24th day of July 1996.

Nathanson Bowman & Nathan, Plaintiff's Attorneys, Seventh Floor, North State, corner of Market and Kruis Streets, Johannesburg. (Ref. D. W. Phillips.)

Saak No. 4380/96

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

**In die saak tussen NBS BANK BEPERK, Eiser, en JOHANNES PETRUS GYSBERG EYGELAAR, Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park, en 'n lasbrief vir eksekusie gedateer 5 Junie 1996, eiendom hieronder uiteengesit en in eksekusie verkoop op 10 Oktober 1996 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 452, Norkem Park-dorpsgebied, Registrasieafdeling IR, Gauteng, in die distrik Kempton Park, ook bekend as Mooifonteinweg 15, Norkem Park, 994 m<sup>2</sup> (negehoonderd vier-en-negentig) vierkante meter groot.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Drie slaapkamers, badkamer, toilet, sitkamer, eetkamer, familiekamer, kombuis, ingangsportaal, twee motorhuise en teëldak.

**Voorwaardes van verkoping:**

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 30ste dag van Augustus 1996.

C. Krüger, vir Nel, Oosthuizen & Krüger, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. CK/sv/M407/MIE333.)

Saak No. 6085/96

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

**In die saak tussen NBS BANK BEPERK (voorheen bekend as NATAL BOUVERENIGING BEPERK), Eiser, en MAY RION HLATSHWAYO, Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park, en 'n lasbrief vir eksekusie gedateer 22 Julie 1996, eiendom hieronder uiteengesit en in eksekusie verkoop op 10 Oktober 1996 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 906, Maokeng-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Gauteng, in die distrik Kempton Park, ook bekend as Maokeng-uitbreiding 1 No. 906, Tembisa, 290 m<sup>2</sup> (tweehonderd-en-negentig) vierkante meter groot.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Twee slaapkamers, badkamer, toilet, sitkamer, kombuis en teëldak.

*Voorwaardes van verkoping:*

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 30ste dag van Augustus 1996.

C. Krüger, vir Nel, Oosthuizen & Krüger, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. CK/sv/M433/MIH482.)

Saak No. 14354/95

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

**In die saak tussen NBS BANK BEPERK, Eiser, en CARL FREDRIKUS VAN HEERDEN, Eerste Verweerder, en MILVIA VAN HEERDEN, Tweede Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park, en 'n lasbrief vir eksekusie gedateer 11 Junie 1996, eiendom hieronder uiteengesit en in eksekusie verkoop op 10 Oktober 1996 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 22, Birch Acres-dorpsgebied, Registrasieafdeling IR, Gauteng, in die distrik Kempton Park, ook bekend as Kwartelstraat 109, Birch Acres, Kempton Park, 1 058 m<sup>2</sup> (eenduisend agt-en-vyftig) vierkante meter groot.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Drie slaapkamers, twee badkamers, drie toilette, sitkamer, eetkamer, kombuis, twee motorhuise, teëldak en swembad.

*Voorwaardes van verkoping:*

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 28ste dag van Augustus 1996.

C. Krüger, vir Nel, Oosthuizen & Krüger, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. CK/sv/M350/MIV988.)

Case No. 4445/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KRUGERSDORP HELD AT KRUGERSDORP

**In the matter between NBS BANK LIMITED, Plaintiff, and PETER MPHANYA NQOSA, Defendant**

Pursuant to judgment and a writ of execution the property, namely:

*Property:* All right, title and interest in and to the leasehold in respect of Erf 9633, Kagiso Township, Registration Division IQ, Province of Gauteng, measuring 269 (two hundred and sixty-nine) square metres, situated at 9633 Matjiu Street, Kagiso, Krugersdorp, will be sold in execution on 9 October 1996 at 10:00, by the Sheriff at his offices, Klaburn Court, 22B Ockerse Street, Krugersdorp.

*Conditions of sale:*

The property shall be sold to the highest bidder, voetstoots, subject to the Magistrates' Courts Act, the conditions of sale and payment of a 10% (ten per cent) deposit.

Magistrate: First Floor NBS Building, Monument Street, Krugersdorp. (Tel. 763-3856.) (Ref. C. van Molendorff/N485.)



Case No. 5239/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and WELILE PETRUS MXEKWA, First Defendant, and PRISCILLA MXEKWA, Second Defendant**

Pursuant to a judgment and a writ of execution the property, namely:

*Property:* All right, title and interest in and to the leasehold in respect of Erf 9866, Kagiso Extension 5 Township, Registration Division IQ, Province of Gauteng, measuring 350 (three hundred and fifty) square metres, situated at Erf 9866, Kagiso Extension 5 (9866 Geba Street, Kagiso Extension 5, Krugersdorp), will be sold in execution on 16 October 1996 at 10:00, by the Sheriff at his offices, Klaburn Court, 22B Ockerse Street, Krugersdorp.

*Conditions of sale:* The property shall be sold to the highest bidder, voetstoots, subject to the Magistrates' Courts Act, the conditions of sale and payment of a 10% (ten per cent) deposit.

Van Rensburgs, First Floor, NBS Building, Monument Street, Krugersdorp. (Tel. 763-3856.) (Ref. C. van Molendorff/C. van Molendorff.)

Case No. 3931/95

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

**In the matter between NBS BANK LIMITED, Plaintiff, and RABONE EMMANUEL MPHELO, First Defendant, and NTOMBIZODWA ZINGIWE MARY MTIYANE, Second Defendant**

Pursuant to a judgment and a writ of execution the property, namely:

*Property:* All right, title and interest in and to the leasehold in respect of Erf 12748, Kagiso Extension 8 Township, Registration Division IQ, Province of Gauteng, measuring 450 (four hundred and fifty) square metres, situated at Erf 12748 Motswedi Drive, Kagiso Extension 8, Krugersdorp, will be sold in execution on 9 October 1996 at 10:00, by the Sheriff at his offices, Klaburn Court, 22B Ockerse Street, Krugersdorp.

*Conditions of sale:* The property shall be sold to the highest bidder, voetstoots, subject to the Magistrates' Courts Act, the conditions of sale and payment of a 10% (ten per cent) deposit.

Van Rensburgs, First Floor, NBS Building, Monument Street, Krugersdorp. (Tel. 763-3856.) (Ref. C. van Molendorff/N8.)

Saak No. 7461/95

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

**In the matter between ABSA BANK LIMITED, trading as TRUSTBANK, Execution Creditor, and SMITH, ALETTA ELIZABETH DOROTHEA, First Execution Debtor, and SMITH, WILLEM ALBERTUS, Second Execution Debtor**

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 11 March 1996, the following property will be sold in execution by the Sheriff, Alberton, on Wednesday, 16 October 1996 at 10:00, and from the premises of the said Sheriff, being Johria Court, 4 Du Plessis Road, Alberton, namely:

Erf 1961, Brackendowns Extension 2, Registration Division, Province of Gauteng, measuring 1 040 (one thousand and forty) square metres, held under Deed of Transfer T50876/1988, and also known as 129 De Waal Street, Brackendowns Extension 2 Township, Alberton.

*Material conditions of sale:*

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

2. The following improvements on the property are reported, but nothing is guaranteed: *Main building:* Dwelling with zinc roof consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms and two bathrooms with toilets. *Outbuildings:* Double garage. *Sundries:* Pre-cast walls.

3. 10% (ten per cent) of the purchase price and auctioneer's charges in cash or by way of bank-guaranteed cheque on the day of the sale, and the balance plus interest at 18,25% (eighteen comma two five per cent) per annum, payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished to the Sheriff of the Court, within 21 days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Alberton, at Johria Court, 4 Du Plessis Road, Alberton. Tel. (011) 869-7138/9.

Dated at Alberton on the 27th day of August 1996.

C. Mey, for Theart, Mey & Partners, Execution Creditor's Attorneys, First Floor, Druthton Centre, 48 Voortrekker Road, Alberton. (Ref. A200 746/LVDM/MS.)

Case No. 19259/93

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and NTAOPANE, MAFOOA ARIEL, First Defendant, and NTAOPANE, JULIA NTAOPANE, Second 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, at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 9 October 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Erf 2752, Khuma Township, Registration Division IP, Transvaal, measuring 347 m<sup>2</sup>, held by the Defendants under Certificate of Right of Leasehold TL83080/1988, being 2752 Khuma.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, three bedrooms, bathroom/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 16th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z75977/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 14352/95  
PH 267

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and FOURIE, JOHN MARNUS, 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 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 1 October 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, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 764, Robindale Extension 2 Township, Registration Division IQ, Transvaal, measuring 1 583 m<sup>2</sup>, held by the Defendant under Deed of Transfer T49576/1994, being 30 Tuin Avenue, Robindale, Randburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining-room, study, family room, four bedrooms, kitchen, bathroom/toilet, double garage and servant's room.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 12th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4384/JHBFCLS/Mr Abdinor/Mrs Monsanto.)

Case No. 19408/94

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and SEGOPOLLO, TSHWANTSHANG JOHN, First Defendant, and SEGOPOLLO, NTEBALENG ELIZA, Second 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 at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 9 October 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Erf 1082, Jouberton Extension 6 Township, Registration Division IP, Transvaal, measuring 377 m<sup>2</sup>, held by the Defendants under Certificate of Right of Leasehold TL77495/1990, being 1082 Jouberton Extension 6.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, two bedrooms, bathroom/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 13th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0649/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 27738/95  
PH 267

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and MAGALEFA, NYAKALE JEREMIA, 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 First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 1 October 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 First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 1147, Likole Extension 1 Township, Registration Division IR, Province of Gauteng, measuring 330 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL32674/1990, being Erf 1147 Likole Extension 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of two bedrooms, lounge, kitchen and bathroom/toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 13th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA7098/JHBFCLS/Mr Abdinor/Mrs Monsanto.)

## 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 MBHALATHI EDDIE MAPIKOA, First Defendant, and MBHALATHI ELSIE THEBOGO, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Salesrooms, 10 Liebenburg Street, Roodepoort, on Friday, 4 October 1996 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort South, at 10 Liebenburg Street, Roodepoort:

The right of leasehold in respect of Erf 57, Dobsonville Garden Township, Registration Division IQ, Province of Gauteng, measuring 263 m<sup>2</sup>, held by the Defendants under Certificate of Right of Leasehold TE37984/1993, being 57 Rose Street, Dobsonville Gardens.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, two bedrooms, bathroom/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 13th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0610/WRFCLS/Mr Rumsey/Mrs Leukemans.)

## 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 GOBA, MICHAEL, First Defendant, and GOBA, ELIZA, Second Defendant**

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

The right of leasehold in respect of Erf 8386, Tokoza Township, Registration Division IR, Province of Gauteng, measuring 305 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold TL17478/1987, being 8386 Tokoza, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, kitchen, two bedrooms, bathroom and toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 15th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4388/JHBFCLS/Mr Abdinor/Mrs Monsanto.)



Case No. 405/93

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and MAKHUZENI, NDO GABRIEL, First Defendant, and MAKHUZENI, MAMODUPE MOTSHEDOA JOJOBETH, Second 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, at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 9 October 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Erf 2042, Khuma Township, Registration Division IP, Transvaal, measuring 273 m<sup>2</sup>, held by the Defendants under Certificate of Right of Leasehold TL39025/1988, being 2042 Khuma.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining-room, three bedrooms, bathroom/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 12th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z61090/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 10916/96  
PH 267

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and CLOETE, FRANCOISE, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the office of the Sheriff for the Supreme Court, Randfontein, 19 Pollock Street, Randfontein, on Friday, 4 October 1996 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randfontein at 19 Pollock Street, Randfontein:

Section 24 as shown and more fully described on Sectional Plan SS3/1993 in the scheme known as Swan Villas in respect of the land and building or buildings situated at Greenhills Township and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 119 m<sup>2</sup>, held by the Defendant under Certificate of Registered Sectional Title ST16204/1993, and an exclusive use area known as Parking 24, measuring 23 m<sup>2</sup>, held by the Defendant under Deed of Cession SK900/1993 being 24 and P24 Swan Villas, Populier Street, Greenhills.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, four bedrooms, bathroom, bathroom/toilet/shower, kitchen, closed patio and carport.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 8th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA8528/WRFCLS/Mr Rumsey/Mrs Leukemans.)

## IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

**In die saak tussen ABSA BANK BEPERK, handeldrywende as BANKFIN, Eksekusieskuldeiser, en SMITH, JACOB JOHANNES, Eksekusieskuldenaar**

Ter uitwinning van 'n vonnis van die Landdroshof, Germiston, en 'n lasbrief vir eksekusie gedateer 1 April 1996, sal die volgende onroerende eiendom in eksekusie verkoop word deur Property Mart Afslaers, op Donderdag, 3 Oktober 1996 om 10:00, op die perseel self, te wete:

Erf 143, Estera, Germiston, Registrasieafdeling IR, Transvaal, provinsie Gauteng, groot 969 (negehoonderd ses-en-negentig) vierkante meter, gehou kragtens Akte van Transport T7920/1975, en ook bekend as Parnellweg 96, Estera, Germiston.

*Wesenlike verkoopvoorwaardes:*

1. Die gemelde eiendom sal verkoop word sonder 'n reserweprys en per openbare veiling en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê, die voorwaardes van die transportakte en verder onderhewig aan die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word soos volg beskryf, maar geen waarborg word in hierdie opsig gegee nie: Sitkamer, drie slaapkamers, badkamer, toilet, kombuis, afdak en teëldak.

3. 10% (tien persent van die koopprys en Baljukostes by die verkoping in kontant, of by wyse van 'n bankgewaarborgde tjek en die balans plus rente teen 26% (ses-en-twintig persent) per jaar, moer betaal of gewaarborg word met 'n goedgekeurde bank-, bougenootskap- of ander aanvaarbare waarborg, wat binne 21 dae na datum van die verkoping aan die Balju voorsien moet word.

4. Die volledige verkoopvoorwaardes is ter insae beskikbaar by die kantore van die Balju van die Landdroshof, Germiston-Suid, te Derde Verdieping, Symons Saidmangebou, Presidentstraat 177, Germiston, Tel. (011) 825-3587/8, asook by Property Mart Afslaers te Louis Bothalaan 244, Eerste Verdieping, Pogir Bastion Insurance House, Orange Grove.

Gedateer te Germiston op 22ste dag van Augustus 1996.

L. Meyer, vir STM—Prokureurs (Steenkamp-Theart, Mey), Eksekusieskuldeiser se Prokureurs, Vierde Verdieping, Trustbankgebou, hoek van Victoria- en Odendaalstraat, Germiston; Posbus 593, Germiston, 1400. (Verw. G5226/L. Meyer/cn.)

Case No. 4444/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KRUGERSDORP HELD AT KRUGERSDORP

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and SHARON BIERMAN, Defendant**

Pursuant to judgment and a writ of execution the property, namely:

*Property:*

## 1. A unit consisting of—

(a) Section 7 as shown and more fully described on Sectional Plan SS71/1993 in the scheme known as Jerling's Place, in respect of the land and building or buildings situated at Krugersdorp Township, Local Authority: Transitional Local Council of Krugersdorp, of which section the floor area, according to the said sectional plan, is 74 (seventy-four) 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.

## 2. A unit consisting of—

(a) Section 49 as shown and more fully described on Sectional Plan SS71/1993 in the scheme known as Jerling's Place, in respect of the land and building or buildings situated at Krugersdorp Township, Local Authority: Transitional Local Council of Krugersdorp, of which section 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 land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section.

Situated at Section 7, Jerling's Place, Krugersdorp (Flat 7, Jerling's Place, corner of De Wet and Seventh Streets, Krugersdorp), and Section 49, Jerling's Place, Krugersdorp (Carport 7, Jerling's Place, corner of De Wet and Seventh Streets, Krugersdorp).

Will be sold in execution on 2 October 1996 at 10:00, by the Sheriff at his offices, Klaburn Court, 22B Ockerse Street, Krugersdorp.

*Conditions of sale:* The property shall be sold to the highest bidder, voetstoots, subject to the Magistrates' Courts Act, the conditions of sale and payment of a 10% (ten per cent) deposit.

Van Rensburg, First Floor, NBS Building, Monument Street, Krugersdorp. (Tel. 763-3856.) (Ref. C van Molendroff/S408.)

Case No. 10432/94

PH 267

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and NEL, LIPUO MONICA, First Defendant, and NEL, OCTOBER, Second Defendant**

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

The right of leasehold in respect of Erf 11487 (previously Erf 816), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 216 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold TL42765/88, being 816 Tokoza Extension 2, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, two bedrooms, bathroom, toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 13th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z93130/JHBFCLS/Mr Abdinor/Mrs Monsanto.)

Case No. 8353/95

PH 267

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), formerly known as UNITED BANK LIMITED, and prior to that UNITED BUILDING SOCIETY LIMITED, and previously UNITED BUILDING SOCIETY, Plaintiff, and HLONGWANE SIKHETHA MICHAEL, First Defendant, and HLONGWANE MAXANGU FLORAH, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 22B Ockerse Street, Krugersdorp, on Wednesday, 9 October 1996 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

The Right of Leasehold in respect of Erf 10356, Kagiso Extension 2 Township, Registration Division IQ, Province of Gauteng, measuring 374 m<sup>2</sup>, held by the Defendants under Certificate of Right of Leasehold TL16526/1988, being 10356 Kagiso Extension 2.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining-room, three bedrooms, bathroom/toilet and kitchen.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. The purchaser shall on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 14th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3038/WRFCLS/Mr Rumsey/Mrs Leukemans.)



Case No. 5368/93

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and KHAHLANE OLAOIWE BENNET, First Defendant, and KHAHLANE DIMAKATSO ELIZABETH, Second 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 at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 9 October 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Erf 2793, Khuma Township, Registration Division IP, Transvaal, measuring 350 m<sup>2</sup>, held by the Defendants under Certificate of Right of Leasehold TL5346/1989, being 2793 Khuma.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, two bedrooms, bathroom/toilet and kitchen.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 14th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z66070/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 20977/91

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 ZONDO THOKOZILE ESTHER, First Defendant, and TSHABALALA DAVID, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Salesrooms, 10 Liebenburg Street, Roodepoort, on Friday, 4 October 1996 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort South, at 10 Liebenburg Street, Roodepoort:

The right of leasehold in respect of Erf 10230, Dobsonville Extension 3 Township, Registration Division IQ, Transvaal, measuring 240 m<sup>2</sup>, held by the Defendants under Certificate of Right of Leasehold TL3139/1989, being 10230 Dobsonville Extension 3.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, two bedrooms, bathroom/toilet and kitchen.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 13th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA9754/WRFCLS/Mr Rumsey/Mrs Leukemans.)



Case No. 21696/95

PH 267

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and KHOBOTLO BODILA ELVIS, First Defendant, and KHOBOTLO MATSHIDISO ALINAH, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 4 October 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 main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

The right of leasehold in respect of Erf 1527, Sebokeng, Unit 6, Extension 3 Township, Registration Division IQ, Transvaal, measuring 311 m<sup>2</sup>, held by the Defendants under Certificate of Right of Leasehold TL7322/1995, being 1527 Sebokeng Zone 6 Extension 3.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, three bedrooms, bathroom, separate toilet and kitchen.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 8th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA6119/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 16020/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and NTWANAZAKHE ROGERS, First Defendant, and NTWANAZAKHE NOWELILE, Second 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 at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 9 October 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Erf 2664, Khuma Township, Registration Division IP, Transvaal, measuring 326 m<sup>2</sup>, held by the Defendants under Certificate of Right of Leasehold TL82732/1988, being 2664 Khuma.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, three bedrooms, bathroom/toilet and kitchen.

**Terms:** 10% (ten per 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 a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 13th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0218/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 4302/94

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and NDHLOVU BAFANA WILSON, First Defendant, and NDHLOVU ELSIE MAVIS, Second 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 at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 9 October 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Erf 2468, Khuma Township, Registration Division IP, Transvaal, measuring 347 m<sup>2</sup>, held by the Defendants under Certificate of Right of Leasehold TL88992/1988, being 23 Sebakeng Street, Khuma.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, two bedrooms, bathroom/toilet and kitchen.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 13th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z93314/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 20258/93

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and MAFANYA MZUVUKILE WISEMAN, First Defendant, and MAFANYA NNOMHLE LUNGISWA, Second 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 at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 9 October 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp.

The right of leasehold in respect of Erf 2697, Khuma Township, Registration Division IP, Transvaal, measuring 290 m<sup>2</sup>, held by the Defendants under Certificate of Right of Leasehold TL75483/1988, being 2697 Khuma.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, three bedrooms, bathroom/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 13th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z76589/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 27742/95  
PH 267

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and SIKOTI KHULULWA GRACE, 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 First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 1 October 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 First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 1330, Likole Extension 1 Township, Registration Division IR, Province of Gauteng, measuring 330 m<sup>2</sup>, held by the Defendant under Deed of Transfer TL19037/1991, being 1330 Likole Extension 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of two bedrooms, lounge, kitchen and bathroom/toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 13th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA7133/JHBFCLS/Mr Abdinor/Mrs Monsanto.)

**Case No. 9251/92**

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), formerly known as UNITED BANK LIMITED, and prior to that UNITED BUILDING SOCIETY LIMITED, and previously UNITED BUILDING SOCIETY, Plaintiff, and MALUNGANE MOGALE JOHANNES, First Defendant, and MALUNGANE KUKUNI LYDIA, Second 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 at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 9 October 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp.

The right of leasehold in respect of Erf 1339, Khuma Township, Registration Division IP, Transvaal, measuring 391 m<sup>2</sup>, held by the Defendants under Certificate of Right of Leasehold TL57326/1989, being 1339 Khuma.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining-room, bar, four bedrooms, kitchen, two bathrooms/toilet, double garage, servants' room and outside toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 13th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z46462/WRFCLS/Mr Rumsey/Mrs Leukemans.)

**Case No. 1835/94  
PH 267**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and MPHONYO, LEBOHANG MARIA, 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 First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 1 October 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 First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 1353, Likole Extension 1 Township, Registration Division IR, Transvaal, measuring 330 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL31608/1991, being 1353 Likole Extension 1, Katlehong.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of two bedrooms, bathroom, separate toilet, entrance hall, lounge, dining-room and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 6th day of August 1996.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z90903/JHBFCLS/Mr Abdinor/Mrs Monsanto.)

Case No. 11665/95  
PH 267

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

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), formerly known as UNITED BANK LIMITED and prior to that UNITED BUILDING SOCIETY LIMITED and previously UNITED BUILDING SOCIETY, Plaintiff, and MOSIA, ZENI ALBERT, First Defendant, and MOSIA, MATANKISO LISABETH, Second Defendant**

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

The right of leasehold in respect of Erf 11077, previously Erf 406, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 260 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold TL25243/1990, being 406 Nobuhle Street, Tokoza Extension 2.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, two bedrooms, bathroom/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 6th day of August 1996.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3642/JHBFCLS/Mr Abdinor/Mrs Monsanto.)

Case No. 27739/95  
PH 267

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and MOKASI, SETHAKANE ALBERT, 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 First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 1 October 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 First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 1350, Likole Extension 1 Township, Registration Division IR, Province of Gauteng, measuring 330 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL19005/1991, being 1350 Likole Extension 1.



The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of two bedrooms, kitchen, lounge and bathroom/toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 12th day of August 1996.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA7099/JHBFCLS/Mr Abdinor/Mrs Monsanto.)

Case No. 21929/94  
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 KHUMALO, JOHAN JOSEPH, First Defendant, and KHUMALO, BONGI VIETA, Second Defendant**

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

The right of leasehold in respect of Erf 11840 (previously Erf 1169), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 217 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold TL53712/88, being 1169 Tokoza Extension 2.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, kitchen, two bedrooms, bathroom and toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 13th day of July 1996.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0145/JHBFCLS/Mr Abdinor/Mrs Monsanto.)

Case No. 8197/94  
PH 267

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and NTANJANA, NKOSIYAMAHLEBI JOSEPH, First Defendant, and NTANJANA VIDA, Second Defendant**

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

The right of leasehold in respect of Erf 9601, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 360 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold TL3466/1990, being 9601 Tokoza Extension 2, Tokoza.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, three bedrooms, bathroom, toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 13th day of July 1996.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z94287/JHBFCLS/Mr Abdinor/Mrs Monsanto.)

**Case No. 27747/95  
PH 267**

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
MNISI, ADAM DAVID, First Defendant, and MNISI, ALINA, Second Defendant**

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

The right of leasehold in respect of Erf 1153, Likole Extension 1 Township, Registration Division IR, Province of Gauteng, measuring 319 m<sup>2</sup>, held by the Defendants under Deed of Transfer TL25242/1990, being 1153 Likole Extension 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of two bedrooms, kitchen, lounge and bathroom/toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 13th day of August 1996.

Routledges Inc., Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA7098/JHBFCLS/Mr Abdinor/Mrs Monsanto.)

**Case No. 27745/95  
PH 267**

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
MALEKA, MOROESI MARTHA, Defendant**

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

The right of leasehold in respect of Erf 1788, Likole Extension 1 Township, Registration Division IR, Province of Gauteng, measuring 418 m<sup>2</sup>, held by the Defendant under Deed of Transfer TL28555/1990, being 1788 Likole Extension 1, Katlehong.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of two bedrooms, kitchen, lounge and bathroom/toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 13th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA7136/JHBFCLS/Mr Abdinor/Mrs Monsanto.)

Case No. 11183/93

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and LENTSWE, MPITIKWANE ISAAC, First Defendant, and LENTSWE, GABAITSWE IRENE, Second 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 at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 9 October 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Erf 2730, Khuma Township, Registration Division IP, Transvaal, measuring 263 m<sup>2</sup>, held by the Defendants under Certificate of Right of Leasehold TL72290/1988, being 2730 Khuma.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, three bedrooms, bathroom/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 14th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z69514/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 17046/94

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and MGUGA, WILLIAM, First Defendant, and MGUGA, NOSISA NOTHANDERILE, Second 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 at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 9 October 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Erf 2698, Khuma Township, Registration Division IP, Transvaal, measuring 290 m<sup>2</sup>, held by the Defendants under Certificate of Right of Leasehold TL81477/1988, being 2698 Khuma.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, three bedrooms, bathroom/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 13th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA0361/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 20252/93

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
RAMMEBE, AARON ISAAC, First Defendant, RAMMEBE, SELLOANE PATRICIA, Second 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 at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 9 October 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Erf 2743, Khuma Township, Registration Division IP, Transvaal, measuring 270 m<sup>2</sup>, held by the Defendants under Certificate of Right of Leasehold TL88995/1988, being 2 Rakharene Street, Khuma.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining-room, three bedrooms, bathroom/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 13th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z76690/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 8376/94  
PH 267

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
CINDI, THEMBA ESAU, First Defendant, CINDI, THANDI MARIA, Second Defendant**

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

The right of leasehold in respect of Erf 11591 (previously Erf 920), Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 221 m<sup>2</sup>, held by the Defendants under Deed of Transfer TL45425/88, being 920 Tokoza Extension 2, Tokoza.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The property consists of two bedrooms, lounge, kitchen and bathroom/toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 8th day of July 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z94284/JHBFCLS/Mr Abdinor/Mrs Monsanto.)



Case No. 1287/94

PH 267

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
RAKHOPE, MAROPENE ELIAS, First Defendant, RAKHOPE, MABOTSE, Second Defendant**

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

The right of leasehold in respect of Erf 11524 (previously Erf 853), Tokoza Extension 2, Registration Division IR, Province of Gauteng, measuring 216 m<sup>2</sup>, held by the Defendants under Deed of Transfer TL43326/88, being 853 Tokoza Extension 2, Tokoza.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The property consists of lounge, two bedrooms, bathroom/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 22nd day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z91289/JHBFCLS/Mr Abdinor/Mrs Monsanto.)

Case No. 8062/93

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 TSHABALALA, STANLEY, First Defendant, and TSHABALALA, POPO HENDRIETA, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Salesrooms, 9 St. Giles Street, Kensington B, on Friday, 4 October 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, Sandton, at 10 Conduit Street, Kensington B.

Erf 909, Douglasdale Extension 59, Registration Division IQ, Transvaal, measuring 4 013 (four thousand and thirteen) square metres held by the Defendants under Deed of Transfer T80822/92, being 84 Westway, Douglasdale.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining-room, family room, kitchen, three bedrooms, two bathrooms/toilet/shower and bathroom/toilet. Flatlet: Lounge, dining-room, bedroom, bathroom/toilet/shower, double garage, servant's room and outside shower/toilet.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 16th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg (Tel. 331-0511.) (Ref. Z66638/JHBFCLS/Mr Abdinor/Mrs Monsanto.)

Case No. 26684/94

PH 267

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and JARDINE, DEREK WINSTON, First Defendant, and LEVINSON, HILDA ELIZABETH, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the Sheriff's Salesrooms, 10 Liebenburg Street, Roodepoort, on Friday, 4 October 1996 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Roodepoort South, at 10 Liebenburg Street, Roodepoort.

Erf 376, Fleurhof Township, Registration Division IQ, Transvaal, measuring 897 (eight hundred and ninety-seven) square metres, held by the Defendants under Deed of Transfer T7572/1993, being 54 Klinker Avenue, Fleurhof.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/toilet, kitchen, bathroom/toilet/shower and garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 8th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z77617/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 10910/96

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 BUITENDAG, CHRISTIAAN PETRUS, First Defendant, and BUITENDAG, HANDRINA MAGARETHA SOPHIA, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 22B Ockerse Street, Krugersdorp, on Wednesday, 9 October 1996 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Erf 909, Mindalore Extension 1, Registration Division IQ, Province of Gauteng, measuring 1 022 m<sup>2</sup>, held by the Defendants under Deed of Transfer T44928/1988, being 24 Tindall Street, Mindalore.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining-room, family room, three bedrooms, bathroom/toilet, kitchen, garage and outside toilet/shower.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 13th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA8826/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 13035/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
FILANE, MOTLAGOMANG FRANSINAH, 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 at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 9 October 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Erf 2178, Kanana Township, Registration Division IP, Transvaal, measuring 251 m<sup>2</sup>, held by the Defendant under Certificate of Right of Leasehold TL34768/1986, being 2178 Kanana.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, two bedrooms, bathroom/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 13th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z98809/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 5494/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and MARIKI, MODISAOTSILE DAVID,  
First Defendant, and MARIKI, GOITSIMANG CECILIA, Second 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 at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 9 October 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Erf 2780, Khuma Township, Registration Division IP, Transvaal, measuring 350 m<sup>2</sup>, held by the Defendants under Certificate of Right of Leasehold TL39534/1989, being 2780 Khuma.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining-room, three bedrooms, bathroom/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 14th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z93962/WRFCLS/Mr Rumsey/Mrs Leukemans.)

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and MOTSAMAI, TEKLO ELIAS, First Defendant, and MOTSAMAI, NOMVULA REBECCA, Second 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 at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 9 October 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Erf 2033, Khuma Township, Registration Division IP, Transvaal, measuring 297 m<sup>2</sup>, held by the Defendants under Certificate of Registered Right of Leasehold TL35300/1988, being 2033 Khuma.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining-room, two bedrooms, bathroom/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 13th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.)  
(Ref. Z92644/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 8018/94

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and SIBOYANA, MPUMELELO GIBSON, 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 at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 9 October 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp.

The right of leasehold in respect of Erf 2756, Khuma Township, Registration Division IP, Transvaal, measuring 347 (three hundred and forty-seven) m<sup>2</sup>, held by the Defendant under Certificate of Right of Leasehold TL57126/1991, being 2756 Khuma, Stilfontein.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, three bedrooms, bathroom, toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 12th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.)  
(Ref. Z95727/WRFCLS/Mr Rumsey/Mrs Leukemans.)



Case No. 9985/96

PH 267

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
MEINTJIES, JOHANNES PETRUS, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 22B Ockerse Street, Krugersdorp, on Wednesday, 9 October 1996 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp.

Erf 582, Krugersdorp West Township, Registration Division IQ, Transvaal, measuring 595 (five hundred and ninety-five) m<sup>2</sup>, held by the Defendant under Deed of Transfer T3366/1994, being 84 Tanner Street, Krugersdorp West.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining-room, three bedrooms, bathroom, toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 14th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.)  
(Ref. ZA8764/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 2859/93

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
MADILOLA, DANIEL RAPELANG, First Defendant, and MADILOLA, DINKWETSE ROSINAH, Second 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 at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 9 October 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, Klerksdorp, at 11 Teak Avenue, Industrial Sites, Klerksdorp.

The right of leasehold in respect of Erf 2632, Khuma Township, Registration Division IP, Transvaal, measuring 279 (two hundred and seventy-nine) m<sup>2</sup>, held by the Defendants under Certificate of Right of Leasehold TL21987/1990, being 2632 Khuma.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, three bedrooms, bathroom/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 21st day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.)  
(Ref. Z64208/WRFCLS/Mr Rumsey/Mrs Leukemans.)

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and MOKOATLE JACOB NORMAN, First Defendant, and MOKOATLE MMAMMILE FELICITAS, Second 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 at 11 Teak Avenue, Industrial Sites, Klerksdorp, on Wednesday, 9 October 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, Klerksdorp, 11 Teak Avenue, Industrial Sites, Klerksdorp:

The right of leasehold in respect of Erf 1781, Kanana Township, Registration Division IP, Transvaal, measuring 532 (five hundred and thirty-two) square metres, held by the Defendants under Certificate of Right of Leasehold TL56969/1989, being 1781 Kanana.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining-room, three bedrooms, bathroom/toilet, bathroom/toilet/shower, kitchen and double garage.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R0 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 21st day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z93511/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 27741/95  
PH 267

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and WILLIAMS PATRICK HAMILTON, First Defendant, and WILLIAMS PRISCA, Second Defendant**

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

Erf 1560, Eden Park Extension 1 Township, Registration Division IR, Province of Gauteng, measuring 498 (four hundred and ninety-eight) square metres, held by the Defendants under Deed of Transfer T31347/1993, being 18 Triumph Street, Eden Park.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consist of entrance hall, three bedrooms, kitchen, lounge, dining-room, bathroom, separate toilet and two carports.

**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 or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 7th day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA7132/JHBFCLS/Mr Abdinor/Mrs Monsanto.)

Case No. 48484/96

PH 46

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Judgment Creditor, and Mr EDWARD MOHALE, First Judgment Debtor, and Mrs JANE MOHALE, Second Judgment Debtor**

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 17 July 1996 issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, at the office of the Sheriff, Roodepoort South/Dobsonville, 10 Liebenberg, Roodepoort, to the highest bidder on 4 October 1996 at 10:00:

Certain Erf 311, Dobsonville Gardens Township, Registration Division IQ, the Province of Gauteng, measuring 231 (two hundred and thirty-one) square metres, held under Certificate of Registered Grant of Leasehold TL32081/1992, known as 311 Dobsonville Gardens, Dobsonville, Roodepoort.

*Conditions of sale:*

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. The following improvements on the property is reported but nothing is guaranteed: Single storey residence, consisting of tiled roof, plastered walls, steel windows, lounge, family room, dining-room, bathroom, two bedrooms and kitchen.

3. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof on the day of sale to the Sheriff of the Court and the unpaid balance thereof, together with interest thereon from date of sale to date of registration of transfer at the rate of 18,25% (eighteen comma two five per cent) per annum, shall within 30 (thirty) days be paid or secured by a bank or building society guarantee.

3. *Conditions:* The full conditions of sale may be inspected at the office of the Sheriff of the Court, Roodepoort South/Dobsonville.

Dated at Johannesburg on this 28th day of August 1996.

Krowitz Perlow & Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South, Johannesburg; P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. Mr C. A. Perlow/TK/N617.)

Case No. 22232/96

PH 46

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Judgment Creditor, and MR. MARC JEAN HENRY BAUDUIN, Judgment Debtor**

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 6 June 1996 issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, in front of the Johannesburg Magistrate's Court House, corner of Fox and West Streets, Johannesburg, to the highest bidder on 4 October 1996 at 10:00:

Certain Erf 346, Kenilworth Township, Registration Division IR, Province of Gauteng, measuring 495 square metres, held by Deed of Transfer T41580/1995 (known as 174 De Villiers Street, Kenilworth, Johannesburg).

*Conditions of sale:*

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court and the rules made thereunder and of the title deeds, insofar as these are applicable.

2. The following improvements on the property is reported but nothing is guaranteed: Single storey residence, consisting of entrance hall, lounge, kitchen, three bedrooms, bathroom and w.c. Outbuilding consists of laundry, two bedrooms, bathroom and w.c.

3. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance thereof, together with interest thereon from date of sale to date of registration of transfer at the rate of 18,25% 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-South.

Dated at Johannesburg on this 23rd day of August 1996.

Krowitz Perlow and Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South, Johannesburg; P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. Mr. C. A. Perlow/TK/N609.)



IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between STANDARD BANK OF S.A. LIMITED, Judgment Creditor, and  
JONES, STEPHEN JOHN, Judgment Debtor**

Be pleased to take notice that in execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the offices of the Sheriff Supreme Court, Johannesburg North, 131 Marshall Street, Johannesburg, on 3 October 1996 at 10:00, of the undermentioned property of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, prior to the sale:

*A unit consisting of:*

1 (a) Section 22 as shown and more fully described on Sectional Plan SS177/1993 in the scheme known as Richmond Place in respect of the land and building or buildings situated at Richmond Township, Johannesburg Local Authority of which section the floor area, according to the said sectional plan is 73 (seventy-three) square metres in extent; and

(b) undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST39480/1994.

2. An exclusive use area described as Parking P4, measuring 13 (thirteen) square metres in extent being part of the common property, comprising the land and building or buildings in the scheme known as Richmond Place, situated at Richmond Township, Local Authority of Johannesburg, as shown and more fully described on the Sectional Plan SS177/1993, held under Notarial Cession of Exclusive Use Area SK2349/1994.

The following information is furnished regarding the improvements, although in this regard nothing is warranted: The above-mentioned property is a dwelling house consisting of lounge, two bedrooms, bathroom, w.c., kitchen, balcony, single storey and parking bay.

*Street address:* 22 Richmond Place, corner of Park and Menton Road, Richmond, Johannesburg.

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

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

Dated at Johannesburg on this 23rd day of August 1996.

Young-Davis Inc., Sanlam Arena (Entrance 2), corner of Cradock Avenue and Baker Street, Rosebank. (Tel. 447-1808.) (Ref. Mr Garven/fm/S9773.)

Case No. 18273/95

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NBS BANK LIMITED, Plaintiff, and MANSON, BRUCE SHERIDAN, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, for Johannesburg North, 131 Marshall Street, Johannesburg, on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Section 52, as shown and more fully described on Sectional Plan SS754/94, in the scheme known as Brazilia, in respect of the building or building situated at Linden Township, Local Authority of Greater Johannesburg Transitional Metropolitan Council, floor area 63 square metres, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situation: Flat 52, Second Floor, Brazilia, corner of Eighth Street and Fourth Avenue, Linden, Johannesburg.

*Improvements* (not guaranteed): Sectional title unit consisting of lounge/dining-room, kitchen, two bedrooms, bathroom, shower, toilet, floor coverings fitted carpets/tiles, paving, screen walls, swimming-pool and electronic gate/intercomms.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter at 3% (three per cent) to a maximum fee of R7 000, and a minimum of R200.

Dated at Johannesburg on the 20th day of August 1996.

Dykes, Daly & Le Mottée, c/o Dykes, Daly Johannesburg Inc., Plaintiff's Attorneys, Eighth Floor, 66 Smal Street, Johannesburg. (Tel. 781-0810.) (Ref. Mr P. le MottéeijN4003.)



Case No. 3733/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and LOMBARD, GAVIN LEE MAXWELL, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Randburg, at 8 Elna Rand Court, corner of Blairgowrie Avenue and Selkirk Street, Blairgowrie, Randburg, on Tuesday, 1 October 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

*Certain:*

1. A unit consisting of Section 22, as shown and more fully described on Sectional Plan SS745/1995, in the scheme known as Chantilly, in respect of the land and building or buildings situated at Witkoppen Extension 28 Township, Local Authority, Greater Johannesburg Transitional Metropolitan Council, of which the floor area, according to the said sectional plan is 80 (eighty) square metres in extent.

2. An undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

3. An exclusive use area described as Garden G22, measuring 393 (three hundred and ninety-three) square metres, being as such part of the common property, comprising the land and the scheme known as Chantilly, in respect of the land and building or buildings situated at Witkoppen Extension 28 Township, Local Authority, Greater Johannesburg Transitional Metropolitan Council, as shown and more fully described on Sectional Plan SS745/1995.

4. An exclusive use area described as Yard Y.22, measuring 9 (nine) square metres, being as such part of the common property, comprising the land and the scheme, known as Chantilly, in respect of the land and building or buildings situated at Witkoppen Extension 28 Township, Local Authority, Greater Johannesburg Transitional Metropolitan Council, as shown and more fully described on Sectional Plan SS745/1995.

5. An exclusive use area described as Parking P.22, measuring 9 (nine) square metres, being as such part of the common property, comprising the land and the scheme known as Chantilly, in respect of the land and building or buildings situated at Witkoppen Extension 28 Township, Local Authority, Greater Johannesburg Transitional Metropolitan Council, as shown and more fully described on Sectional Plan SS745/1995.

*Situation:* 22 Chantilly, corner of Campbell Road and Willow Avenue, Witkoppen Extension 28.

*Improvements* (not guaranteed): Three bedrooms, two bathrooms, two other rooms and garage.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 30th day of August 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N6177E/mgh/tf.)

Case No. 1719/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DZINGWA, IMMANUEL SIPHO, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Randburg, at 9 Elna Rand Court, corner of Blairgowrie and Selkirk Streets, Blairgowrie, Randburg, on Tuesday, 1 October 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

*Certain:*

1. A unit consisting of Section 34 as shown and more fully described on Sectional Plan SS158/95 in the scheme known as Sandalwood Lane in respect of the land and building or buildings situated at Northwold Extension 22 Township, Greater Johannesburg Transitional Metropolitan Council of which section the floor area, according to the said sectional plan is 71 (seventy-one) square metres; and

2. an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

*Situation:* 34 Sandalwood Lane, Elnita Road, Northwold, Randburg.

*Improvements* (not guaranteed): Two bedrooms, bathroom and two other rooms.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price; at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R7 000 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand).

Dated at Johannesburg on this the 23rd day of August 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N5784E/mgh/tf.)

**Case No. 8247/96**

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

**In the matter between THE BANK OF LISBON INTERNATIONAL LIMITED, Plaintiff, and VAN DER SCHYFF, JACOBUS PETRUS, First Defendant, and VAN DER SCHYFF, SHIRLEY DIANE, 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 for Boksburg, 182 Leeuwpoot Street, Boksburg, on Friday, 4 October 1996 at 11:15, 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 414, Beyers Park, Boksburg, Registration Division IR, Transvaal, area measuring 992 (nine hundred and ninety-two) square metres, Deed of Transfer T20754/93, situation 5 Bartlett Road, Beyers Park, Boksburg.

*Improvements* (not guaranteed): Description: Entrance hall, lounge, dining-room, kitchen, scullery, three bedrooms, two bathrooms, three roomed flatlet, w.c. and two garages.

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

Dated at Germiston on this the 23rd day of August 1996.

Huftel Klawansky & Farber, c/o Nathanson Bowman & Nathan, Plaintiff's Attorneys, Seventh Floor, North State, corner of Market and Kruis Streets, Johannesburg. (Tel. 873-6306.) (Ref. A. Farber/L. Collard/B4/96.)

**Case No. 11195/96**

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

**In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, Plaintiff, and DAVID RICHARD WOODWARD ALLEN, First Defendant, and AMANDA LOUISE ALLEN, Second Defendant**

In pursuance of a judgment in the Magistrate's Court for the District of Germiston, dated 25 July 1996, and a warrant of execution dated 26 July 1996, a sale without reserve will be held at the office of the Sheriff, at 8 Park Street, Kempton Park, on 10 October 1996 at 10:00, of the undermentioned property on conditions to be read out by the auctioneer at the time of the sale, which conditions may be read at any time during office hours at the said office.

The essential terms are that payment shall be made of a deposit of 10% (ten per cent) in cash at the sale (the balance secured by a bank guarantee within 14 days), arrear rates and interest due to preferred creditors and costs.

The property is Erf 587, Estherpark Extension 1, situated at 14 Silver Oak Street, Esther Park, in Kempton Park.

Dated at Edenvale on the 2nd day of September 1996.

Tim Randon & Associates, 56 Seventh Avenue, Edenvale. (Tel. 453-1077.) (Fax. 453-7372.) (Ref. Mr Randon.)

**Case No. 8730/95**

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

**In the matter between KRUGERSDORP TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and JOHANNA CATHARINA NAUDE, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 13 June 1996, the following property will be sold in execution on Wednesday, 9 October 1996 at 10:00, in front of the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, to the highest bidder, viz:

Erf 246, Lewisham Township, Registration Division IQ, Province of Gauteng, measuring 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T35717/1993, known as 6 Victor Street, Lewisham, upon which there is said to be erected a detached single storey dwelling-house under sink and consisting of three bedrooms, lounge, bathroom and kitchen. The outbuildings consists of motor garage and servants' quarters.

No guarantee is however given in regard to the foregoing description.

**Terms:** R5 000 (five thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 (twenty-one) days, after date of sale the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy or right of occupation.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Phillips & Osmond, Execution Creditor's Attorneys, Second Floor, Trust Bank Centre, Burger Street, Krugersdorp. (Ref. AVDB/AR/K3685.)

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**Case No. 12980/93**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MATHABATHE, CHIPANE OBED, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg West (Soweto East), at 131 Marshall Street, Johannesburg, on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 13945, Diepkloof Township, Registration Division IQ, Transvaal, situated at Erf 1201 (formerly 13945), Zone 1, Diepkloof, area 415 (four hundred and fifteen) square metres.

**Improvements** (not guaranteed): Two bedrooms, bathroom and two other rooms.

**Terms:** A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this the 30th day of August 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N7018E/mgh/tf.)

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**Case No. 9441/96**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOLAPO, KANTINE 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 Sheriff, Johannesburg West (Soweto East), at 131 Marshall Street, Johannesburg, on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

All right, title and interest in the leasehold in respect of Lot 11671, Orlando Township, Registration Division IQ, Transvaal, situated at 8915A Orlando West, area 237 (two hundred and thirty-seven) square metres.

**Improvements** (not guaranteed): Two bedrooms, bathroom and two other rooms.

**Terms:** A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per centum) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per centum) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this the 2nd day of September 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N6580E/mgh/tf.)



Case No. 22696/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and FERREIRA, JOSE PAULO SARDINHA, 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, 3 October 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 554, Regents Park Estate Township, Registration Division IR, Transvaal, situated at 23 Frieda Street, Regents Park, area 495 (four hundred and ninety-five) square metres.

*Improvements* (not guaranteed): Three bedrooms, bathroom and three other rooms.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per centum) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per centum) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this the 30th day of August 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N5238E/mgh/tf.)

Case No. 14368/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DA SILVA, MANUEL GEORGE, First Defendant,  
and DA SILVA, JUDITH MARIA JACOBA, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Krugersdorp, at Klaburn Court, 22B Ockerse Street, Krugersdorp, on Wednesday, 2 October 1996 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 892, West Krugersdorp Township, Registration Division IQ, Province of Gauteng, situated at 72 Gould Street, West Krugersdorp, area 595 (five hundred and ninety-five) square metres.

*Improvements* (not guaranteed): Three bedrooms, two bathrooms and three other rooms.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per centum) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per centum) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this the 30th day of August 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N7216E/mgh/tf.)

Case No. 3243/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JIVA, BHOOLA, 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 North, at 131 Marshall Street, Johannesburg, on Thursday, 3 October 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 868, Fordsburg Township, Registration Division IR, Transvaal, situated at 38 Pine Avenue, Fordsburg, area 495 (four hundred and ninety-five) square metres.



*Improvements* (not guaranteed): Six bedrooms, three and a half bathrooms and seven other rooms.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per centum) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per centum) to a maximum fee of R7 000 and a minimum of R260.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N6172E/mgh/tf.)

**Case No. 12712/95**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and RUGBEER, MAGANLAL, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Westonaria, at 50 Edwards Avenue, Westonaria, on Friday, 4 October 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 1130, Lenasia South Extension 1 Township, Registration Division IQ, Transvaal, situated at 1130 Newton Street, Lenasia South Extension 1, area 463 (four hundred and sixty-three) square metres.

*Improvements* (not guaranteed): Three bedrooms, bathroom and two other rooms.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per centum) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per centum) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 2nd day of September 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N4321E/mgh/tf.)

**Case No. 06708/96**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and HOLLENBURG, VERONA RUTH, First Defendant, and PRESSLIN, ELVIS, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 913, South Hills Extension 1 Township, Registration Division IR, Transvaal, situated at 7 Glen Crescent, South Hills Extension 1, area 631 (six hundred and thirty-one) square metres.

*Improvements* (not guaranteed): Three reception areas, three bedrooms, bathroom, two other rooms, garage and swimming-pool.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per centum) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per centum) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per centum) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 2nd day of September 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N3773E/mgh/tf.)

Case No. 4597/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and BREWIS ANNA LOUISA, Defendant**

In execution of a judgment of the Supreme court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Randfontein, at 19 Pollock Street, Randfontein, on Friday, 4 October 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 674, Greenhills Township, Registration Division IQ, Province of Gauteng, situated, 34 Convent Street, Greenhills, area 1 262 (one thousand two hundred and sixty-two) square metres.

*Improvements* (not guaranteed): Three bedrooms, 1,5 bathrooms, three other rooms.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 23rd day of August 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N6208E/mgh/tf.)

Case No. 16848/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DE DEMKO ANTHONY, 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 North, at 131 Marshall Street, Johannesburg, on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Portion 1 of Erf 2133, Parkhurst Township, Registration Division IR, Transvaal, situated 12 Second Street, Parkhurst, area 496 (four hundred and ninety-six) square metres.

*Improvements* (no guaranteed): Three bedrooms, bathroom, 4 other rooms.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 29th day of August 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N7358E/mgh/tf.)

Case No. 28282/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and LEKABE JOKO HERMAN, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg West (Soweto West), at 131 Marshall Street, Johannesburg, on Thursday, 3 October 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 all right, title and interest in the leasehold in respect of Lot 6276, Emdeni Extension 2 Township, Registration Division IQ, Transvaal, situated at Erf 6276, Emdeni Extension 2 Township, area 458 (four hundred and fifty-eight) square metres.

*Improvements* (not guaranteed): Two bedrooms, bathroom, two other rooms.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 30th day of August 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N5625E/mgh/tf.)

**Case No. 27520/92**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MABELE, NGADI ROSELINE, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg North, at 131 Marshall Street, Johannesburg, on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale.

*Certain:*

1. A unit consisting of Section 18, as shown and more fully described on Sectional Plan SS1/1981, in the building or buildings known as Hermanna Court, situated at Johannesburg Township, in the area of the Johannesburg Local Authority, of which the floor area, according to the said sectional plan, is 138 (one hundred and thirty-eight) square metres in extent, and
2. an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

*Situation:* 201 Hermanna Court, Paul Nel Street, Hillbrow.

*Improvements* (not guaranteed): Two bedrooms, two bathrooms, three other rooms.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R7 000 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand).

Dated at Johannesburg on this 29th day of August 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N7811E/mgh/tf.)

**Saak No. 68019/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

**In die saak tussen SAAMBOU BANK BPK., Eksekusie Eiser, en VERNON ERNEST LEWIS, Eerste Eksekusie Verweerder, en SANDRA LEWIS, Tweede Eksekusie Verweerder**

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Johannesburg gehou te Johannesburg in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word ten kantore van die Balju, Landdroshof, Vereeniging, te Beaconsfieldlaan 41A, Vereeniging, op 9 Oktober 1996 om 10:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die afslaaers gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Landdroshof, Vereeniging, voor die verkoping ter insae sal lê.

Sekere Gedeelte 4 van Erf 6626, Ennerdale-uitbreiding 2, groot 510 (vyfhonderd-en-tien) vierkante meter, geleë te Haderastraat 4, Ennerdale-uitbreiding 2.

Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee kan word nie, bestaande uit: *Hoofgebou:* Sitkamer, drie slaapkamers, badkamer, toilet, kombuis en motorhuis. *Buitegeboue:* Geen. *Konstruksie:* Teëldak.

Geteken te Johannesburg op hierdie 3de dag van September 1996.

Kok & Hendrikse, Eiser se Prokureurs, Sesde Verdieping, Nedbank Corner, Jorissenstraat 96, Braamfontein. (Tel. 403-2258.) (Verw. mnr. Du Plessis/jw/S1763.)

Saak No. 69661/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

**In die saak tussen SAAMBOU BANK BPK, Eksekusie Eiser, en JUDY LINDA SCHOLTZ, Eksekusie Verweerder**

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Johannesburg gehou te Johannesburg in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word ten kantore van die Balju, Landdroshof, Vereeniging, te Beaconsfieldlaan 41A, Vereeniging, op 9 Oktober 1996 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaaers gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Landdroshof, Vereeniging, voor die verkoping ter insae sal lê.

Sekere Erf 6631, Ennerdale-uitbreiding 2, groot 189 (eenhonderd nege-en-tagtig) vierkante meter, geleë te Heatherstraat 13, Ennerdale-uitbreiding 2.

Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee kan word nie, bestaande uit: *Hoofgebou*: Sitkamer, drie slaapkamers, badkamer, twee toilette en kombuis. *Buitegeboue*: Geen. *Konstruksie*: Teëldak.

Geteken te Johannesburg op hierdie 3de dag van September 1996.

Kok & Hendrikse, Eiser se Prokureurs, Sesde Verdieping, Nedbank Corner, Jorissenstraat 96, Braamfontein. (Tel. 403-2258.) (Verw. mnr. Du Plessis/jw/S1772.)

Saak No. 38470/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen RAAD OP PLAASLIKE BESTUURSAANGELEENTHEDE, Eiser, en J. VILJOEN, Verweerder**

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 23 November 1994 sal die hieronder-vermelde eiendom geregtelik verkoop word op 9 Oktober 1996 om 10:00, te Fehrslane Sentrum, Strubenstraat 130A, Pretoria, aan wie die hoogste aanbod maak:

Hoewe 176, Mnandi-landbouhoewes-uitbreiding 1, Registrasieafdeling JR, Gauteng, groot 2,1392 hektaar, gehou kragtens Akte van Transport T25343/1993.

Volgens inligting wat Eiser kon bekom is gesegde eiendom soneer vir landboudoeleindes, verbeter met basiese munisipale dienste en is verder verbeter met 'n gepleistered grasdak huis bestaande uit twee slaapkamers, badkamer, sitkamer, kombuis en opwaskamer. Die vloere van die sitkamer, kombuis, badkamer en opwaskamer is bedek met teëls en tapyt in die slaapkamers. Die buitegeboue bestaan uit toilet en stoorkamer en 'n duiwehok. Daar is 'n toegeruste boorgat op die erf en die erf is omhein met draad. Geen waarborge word egter verstrek nie. Ook bekend as Plot 176, Mnandi, Wierda Park.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas word, lê ter insae te die kantore van die Balju, Pretoria-Suid, Edenpark, Hoewe/Plot 83, hoek van Gerhardstraat en Weslaan, Centurion. Die gesegde verkoopvoorwaardes bevat onder andere die volgende voorwaardes:

1. Die koper moet 'n deposito van 20% (twintig persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne veertien (14) dae na die datum van die verkoping verstrek word.

2. Die koper moet die afslaaersgelde op die dag van die verkoping betaal teen 4% (vier persent) van die totale koopprys plus BTW daarop.

Geteken te Pretoria op hierdie 2de dag van September 1996.

C. J. van der Merwe, vir Van der Merwe Prokureurs, Tullekenstraat 27, Berea, Pretoria. (Verw. mnr. van der Merwe/AVDM.)

Case No. 2894/96

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

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION) (Reg. No. 86/04794/06), Plaintiff, and DOROTHEA REGINA STANDER, First Defendant, and CHARNE ELIZABETH HAACK, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 22 May 1996, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution and by public auction, on 15 October 1996 at 11:00 at the property namely:

*Certain:*

1. (i) Section 12, as shown and more fully described on Sectional Plan SS5/92 in the scheme known as Protea Gardens in respect of the land and building or buildings situated at Witfield Township, Local Authority of Boksburg, of which the floor area, according to the said Sectional Plan is 112 (one hundred and twelve) square metres; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, also known as Flat 12, Protea Gardens, Knight Road, Witfield, Boksburg.



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

Building is built of brick and plaster, tiled roof and comprising a lounge, dining-room, kitchen, two bedrooms and a bathroom with a w.c.

*The conditions of sale:*

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

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

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

Hammond Pole & Dixon Inc., Attorneys for Plaintiff, Second Floor, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Teixeira/U00708.)

**Case No. 4475/93**

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

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and  
WILHELM PRETORIUS, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 29 June 1993, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution and by public auction, on 15 October 1996 at 10:00 at the property namely:

Certain Portion 122 (a portion of Portion 59) of the farm Klipfontein 83, situated at 10 Trichardt Road, the Township of Klipfontein Agricultural Holdings, District of Boksburg, measuring 2 023 (two thousand and twenty-three) square metres.

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

Building is built of brick and plaster, tiled roof and comprising a lounge, dining-room, kitchen, four bedrooms, bathroom with a w.c., staffroom, garage, three carports and w.c.

*The conditions of sale:*

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

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

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

Hammond Pole & Dixon Inc., Attorneys for Plaintiff, Second Floor, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Teixeira/AU0192.)

**Case No. 4224/96**

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

**In the matter between ABSA BANK LIMITED (86/04794/06) (UNITED BANK DIVISION), Plaintiff, and  
DAKI SAMUEL MOKOENA, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Germiston on 10 April 1996 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 30 October 1996 at 10:00, at the office of the Sheriff, Johria Hof, 4 Du Plessis Road, Florentia, Alberton, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 462, Ramakonopi Township, situated on 462 Ramakonopi Katlehong, in the Township of Katlehong, District of Alberton, measuring 300 (three hundred) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising a lounge, two bedrooms, bathroom, w.c. and kitchen.

*The conditions of sale:*

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

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

Dated at Germiston on this the 3rd September 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg; c/o Hammond, Pole & Dixon Inc., Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. U00665/Mrs Teixeira.)

Case No. 8636/94

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and WILLEM JOHANNES ABRAHAM VAN DYK, First Defendant, and MARIANNE LOUISE VAN DYK, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 5 October 1994 and warrant of execution issued pursuant thereto, the property listed hereunder will be sold in execution and by public auction on 14 October 1996 at 11:00, at the property namely:

Certain Erf 556, Boksburg South Extension 3 Township, situated at 88 Jubilee Road, Boksburg South Extension 3, Boksburg, measuring 844 (eight hundred and forty-four) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising entrance hall, lounge, dining-room, study, kitchen, three bedrooms, two bathrooms and w.c., double garage, laundry and w.c.

*The conditions of sale:*

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

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

Dated at Boksburg on this the 3rd September 1996.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00255/Mrs Kok.)

Case No. 14781/95

## 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 MOSES MZIKAYISE MKHASAKHASA, First Defendant, and NTOMBIZANDILE EUSCILLINA MKHASAKHASA, Second, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Germiston on 14 November 1996 and warrant of execution issued pursuant thereto, the property listed hereunder will be sold in execution and by public auction on 21 October 1996 at 10:00, at the property namely:

Certain Erf 137, Roodebult Township, situated at 24 Wynbessie Street, the Township of Roodebult, District of Alberton, measuring 709 (seven hundred and nine) square metres.

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

*The conditions of sale:*

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

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

Dated at Boksburg on this the 3rd day of September 1996.

Hammond Pole & Dixon Inc., Attorneys for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Teixeira/U00556.)

Case No. 12759/93

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

**In the matter between ABSA BANK LTD (ALLIED BANK DIVISION), Plaintiff, and ANDREW EMMANUEL BOOYSEN, First Defendant, and CHARLOTTE REBECCA BOOYSEN, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 1 December 1993 and a warrant of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 14 October 1996 at 10:00, at the property namely:

Certain Erf 235, Delmore Park Extension 2 Township, situated at 28 Du Preez Street, Delmore Park Extension 2, Boksburg, measuring 375 (three hundred and seventy-five) square metres.

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

*The conditions of sale:*

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

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

Dated at Boksburg on this the 3rd day of September 1996.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00045/Mrs Kok.)

**Case No. 3791/96**

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

**In the matter between ABSA BANK LTD (ALLIED BANK DIVISION), Plaintiff, and PIETER FRANCOIS CORNELESSEN, First Defendant, and SONJA ELIZABETH CORNELESSEN, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 26 June 1996 and a warrant of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 14 October 1996 at 12:00, at the property namely:

Certain Erf 43, Cinderella Township, situated at 16 Botha Avenue, Cinderella, Boksburg, measuring 1 005 (one thousand and five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising entrance hall, lounge, kitchen, three bedrooms, bathroom and w.c. Single garage, staff-room and w.c.

*The conditions of sale:*

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

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

Dated at Boksburg on this the 3rd day of September 1996.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00876/Mrs Kok.)

**Case No. 33453/94**

**PH 196**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NBS BANK LIMITED, Plaintiff, and LEBEA, MATOME ERIC, First Defendant, and LEBEA, MMEMME ESTHER, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 3 October 1996 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 5889, in the Township of Ennerdale Extension 8, Registration Division IQ, the Province of Gauteng, in extent 305 (three hundred and five) square metres, situated at 5889 Hermitate Crescent, Ennerdale Extension 8.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached, built of bricks and painted plaster, under tiled roof. *Floors:* Granolithic floors, comprising lounge, kitchen, three bedrooms, bathroom and w.c. *Outbuildings:* Boundary fencing.

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

Dated at Johannesburg on this the 30th day of August 1996.

Melman & MacCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6710.); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (0164) 21-3400.]

Case No. 15310/95  
PH 196IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NBS BANK LIMITED, Plaintiff, and RATLADI, OSBORNE, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 3 October 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, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 4803, in the Township of Ennerdale Extension 11, Registration Division IQ, Province of Gauteng, in extent 627 (six hundred and twenty-seven) square metres, situated at 9 Diamond Close, Ennerdale Extension 11.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence*: Single storey dwelling, detached, built of bricks and painted plaster under tiled roof, comprising lounge, dining-room, kitchen, three bedrooms, bathroom, shower and two w.c.'s. *Floors*: Fitted carpets and tiles. *Outbuildings*: Concrete boundary walls.

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

Dated at Johannesburg on this 30th day of August 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.)  
(Ref. D. McCarthy/J. Soma/MN6847.)

Case No. 15393/96  
PH 196IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NBS BANK LIMITED, Plaintiff, and MAGAGULA, THEMBA, First Defendant, and DELIWE, PATIENCE, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging on 3 October 1996 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 6325, in the Township of Ennerdale Extension 8, Registration Division IQ, Province of Gauteng, in extent 392 (three hundred and ninety-two) square metres, situated at 6325 Vermiculite Circle, Ennerdale Extension 8.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence*: Single storey dwelling, detached, built of bricks and painted plaster, under tiled roof and cement floors, comprising lounge, kitchen and three bedrooms. *Outbuildings*: Boundary fencing.

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

Dated at Johannesburg on this 3rd day of September 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.)  
(Ref. D. McCarthy/J. Soma/MN7049.)

Case No. 13766/96  
PH 196IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NBS BANK LIMITED, Plaintiff, and MOTAUNG, TAVNYANA JOHANNES, First Defendant, and MOTAUNG, MAPULE LILLIAN, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 3 October 1996 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 5928, in the Township of Ennerdale Extension 8, Registration Division IQ, Province of Gauteng, in extent 392 (three hundred and ninety-two) square metres, situated at 5928 Pyrrhotite Street, Ennerdale Extension 8.



The following improvements are reported to be on the property, but nothing is guaranteed: *Residence*: Single storey dwelling, detached, built of bricks and painted plaster under tiled roof, cement floors, comprising of lounge, kitchen, three bedrooms, bathroom and w.c. *Outbuildings*: Boundary fencing.

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

Dated at Johannesburg on this 30th day of August 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN7040.)

Case No. 15513/96  
PH 196

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

**In the matter between NBS BANK LIMITED, Plaintiff, and TWALA, THULI LUCIA, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 3 October 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, Vereeniging, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Erf 6109, in the Township of Ennerdale Extension 8, Registration Division IQ, Province of Gauteng, in extent 325 (three hundred and twenty-five) square metres, situated at 6109 Troilite Street, Ennerdale Extension 8.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence*: single storey dwelling, detached, built of bricks and painted plaster, under tiled roof. *Floors*: Cement floors, comprising lounge, kitchen, three bedrooms, bathroom and w.c. *Outbuildings*: Boundary fencing.

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

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

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN7059.); N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (0164) 21-3400.]

Case No. 16533/96  
PH 196

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

**In the matter between NBS BANK LIMITED, Plaintiff, and MAHLASE, GILBERT MOSES KHOMOAPHOLO, First Defendant, and PETERSON, ROSELINE, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, 50 Edwards Avenue, Westonaria, on 4 October 1996 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Westonaria, 50 Edwards Avenue, Westonaria, prior to the sale:

Erf 978, in the Township of Lawley Extension 1, Registration Division IQ, Province of Gauteng, in extent 386 (three hundred and eighty-six) square metres, situated at 978 Triggerfish Crescent, Lawley Extension 1.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence*: single storey dwelling, detached, built of bricks and painted plaster, under tiled roof. *Floors*: Granolithic floors, comprising lounge, kitchen, two bedrooms, bathroom, w.c. and patio. *Outbuildings*: Boundary fencing.

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

Dated at Johannesburg on this the 30th day of August 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN7065.)

Case No. 26731/95  
PH 196IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NBS BANK LIMITED, Plaintiff, and MAZIBUKO, SIPHO PETRUS, First Defendant, and MAZIBUKO, DUDUZILE FAVOURITE, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 3 October 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 506, in the Township of Naturena, Registration Division IQ, Province of Gauteng, in extent 968 (nine hundred and sixty-eight) square metres, situated at 12 Pienaar Street, Naturena, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence; single storey dwelling, detached, built of bricks and painted plaster under tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, dining-room, bar area, entrance hall, kitchen, three bedrooms, two bathrooms and two w.c.'s. *Outbuildings:* Servants' quarters, store-room, w.c. and brick boundary walls.

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

Dated at Johannesburg on this the 30th day of August 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.)  
(Ref. D. McCarthy/J. Soma/MN6936.)

Case No. 9182/96  
PH 196IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NBS BANK LIMITED, Plaintiff, and BLAKE DEREK SMITH, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 3 October 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, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 8123, in the Township of Kensington, Registration Division IR, Province of Gauteng, in extent 952 (nine hundred and fifty-two) square metres, situated at 52 Derby Road, Kensington, Johannesburg.

There are no improvements reported to be on the property.

Vacant land suitable for building.

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

Dated at Johannesburg on this 3rd day of September 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.)  
(Ref. D. McCarthy/J. Soma/MN6996.)

Case No. 17142/96  
PH 196IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NBS BANK LIMITED, Plaintiff, and KEKANA, THOMAS, First Defendant, and KEKANA, PATRICIA, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 3 October 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 731, in the Township of Naturena, Registration Division IQ, Province of Gauteng, in extent 950 (nine hundred and fifty) square metres, situated at 125 Malta Street, Naturena, 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, dining-room, kitchen, two bedrooms, bathroom, shower and two w.c.'s. *Outbuildings:* Double garage, servant's quarters, w.c., paving, swimming-pool and brick boundary walls.

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

Dated at Johannesburg on this 3rd day of September 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN7076.)

Case No. 19488/95

PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NBS BANK LIMITED, Plaintiff, and MONAGENG, JOHNSON RASERUFE, First Defendant, and MONAGENG, MOJAKI DOROTHY, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 3 October 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 8504, in the Township of Eldoradopark Extension 9, Registration Division IQ, Province of Gauteng, in extent 358 (three hundred and fifty-eight) square metres, situated at 49 Matheson Street, Eldoradopark Extension 9, 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, three bedrooms, bathroom and w.c. *Outbuildings:* Carport, paving and concrete boundary walls.

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

Dated at Johannesburg on this 3rd day of September 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6893.)

Case No. 14916/96

PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NBS BANK LIMITED, Plaintiff, and ZULU, VUSUMUZI SAMUEL, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 3 October 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, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 215, in the Township of Zola Extension 1, Registration Division IQ, Province of Gauteng, in extent 225 (two hundred and twenty-five) square metres, situated at 215 Zola Extension 1, Soweto.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single-storey dwelling, detached, built of bricks and painted plaster under concrete tiled roof. *Floors:* Fitted carpets and Novilon tiles, comprising lounge, kitchen, two bedrooms, bathroom and w.c. *Outbuildings:* Boundary fencing and gates.

*Terms:* 10% (ten per centum) 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 30th day of August 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN7057.)



Case No. 23311/95  
PH 196IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NBS BANK LIMITED, Plaintiff, and NESENGANI, ANDERSON, First Defendant, and NESENGANI, MOIPONE SHEIBA, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 3 October 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 62, in the Township of Naturena, Registration Division IQ, Province of Gauteng, in extent 1 023 (one thousand and twenty-three) square metres, situated at 7 Pletten Street, Naturena, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence*: Single-storey dwelling, detached, built of klinker bricks under tiled roof. *Floors*: Fitted carpets and tiles, comprising lounge, dining-room, entrance hall, kitchen, two bedrooms, bathroom, shower and two w.c.'s. *Outbuildings*: Garage, store-room, precast walls, paving, braai area, pergola, alarm system and concrete boundary walls.

*Terms*: 10% (ten per centum) 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 30th day of August 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.)  
(Ref. D. McCarthy/J. Soma/MN6920.)

Case No. 15183/94  
PH 196IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NBS BANK LIMITED, Plaintiff, and ZURFA INVESTMENTS CC, CK 89/23461/23, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 3 October 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, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 466, in the Township of Observatory Extension, Registration Division IR, Province of Gauteng, in extent 2 351 (two thousand three hundred and fifty-one) square metres, situated at 90 Frederick Street, Observatory, 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 slate roof. *Floors*: Fitted carpets and tiles, comprising lounge, dining-room, study, entrance hall, second lounge, TV room, billiard table room, playroom, kitchen, five bedrooms, three bathrooms, three showers and five w.c.'s. *Outbuildings*: Double garage, double servants' quarters, store-room, w.c. with bath, under floor heating, electrical garage doors, alarm, air condition, jacuzzi, swimming-pool, satellite dish, steam shower, paving and brick boundary walls.

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

Dated at Johannesburg on this 3rd day of September 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.)  
(Ref. D. McCarthy/J. Soma/MN6612.)

Case No. 4978/90

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

**In the matter between NBS BANK LIMITED (formerly NATAL BUILDING SOCIETY LIMITED), Reg. No. 87/01384/06, Judgment Creditor, and DOYOSHI ROBERT MSWANE, First Judgment Debtor, and CITRONELLA NONOTI MSWANE, Second Judgment Debtor**

In pursuance of a judgment in the Court of the Magistrate, Roodepoort, District Roodepoort and writ of execution of the property listed hereunder which was attached on 7 August 1996 will be sold in execution on Friday, 4 October 1996 at 10:00, at the offices of the Sheriff, for the Magistrate's Court, Roodepoort, 10 Liebenberg Street, Roodepoort, to the highest bidder:

Erf 10709, in the Township of Dobsonville Extension 3 Township, Registration Division IQ, Province of Gauteng, in extent 361 (three hundred and sixty-one) square metres, situated at 10709 Dobsonville Extension 3.



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

*Residence:* Single storey, built of bricks and painted plaster under tiled roof. *Floors:* Fitted carpets and vinyl tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c. *Outbuildings:* None.

*Improvements:* Boundary fencing and paving.

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

Dated at Roodepoort on this 2nd day of September 1996.

Melman & McCarthy, Incorporating Roselyn Kidson, Plaintiff's Attorneys, 11 Platboom Avenue, Weltevredenpark. (Tel. 475-5376 or 838-4731.) (Ref. D. McCarthy/J.Soma/MN2639.)

**Case No. 15154/96**

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

**In the matter between NBS BANK LIMITED, Plaintiff, and BANGARU KOVELAN, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 3 October 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, 131 Marshall Street, Johannesburg, prior to the sale:

Erf 6, in the Township of Bellevue (Jhb), Registration Division IR, Province of Gauteng, in extent 1 073 (one thousand and seventy-three) square metres. Block of flats known as St Moritz situated at 6 Bezuidenhout Street (corner of Ekstein and Bezuidenhout Streets), Bellevue, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Block of flats, built of bricks and painted plaster under corrugated iron roof, consisting of six residential units:

1. Four residential units comprising of floors with fitted carpets and tiles, lounge, dining-room, kitchen, two bedrooms, bathroom, two w.c.'s and balcony.
2. Two residential units comprising of floors with fitted carpets and tiles, lounge, dining-room, kitchen, three bedrooms, bathroom, shower, two w.c.'s and balcony.

*Outbuildings:* Three servants' quarters, seven store-rooms, one w.c. with shower, boiler room, L.T. room, paving, screen walling, boundary brick walls and security gates.

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

Dated at Johannesburg on this 3rd day of September 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6646.)

**Case No. 9323/92**

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

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

In pursuance of a judgment in the Court of the Magistrate, Roodepoort, District of Roodepoort, and writ of execution the property listed hereunder which was attached on 22 August 1996, will be sold in execution on Friday, 4 October 1996 at 10:00, at the offices of the Sheriff for the Magistrate's Court, Roodepoort, 10 Liebenberg Street, Roodepoort, to the highest bidder:

Erf 379, in the Township of Mmesi Park, Registration Division IQ, Province of Gauteng, in extent 287 (two hundred and eighty-seven) square metres, situated at 379 Mmesi Park, Dobsonville.

The following improvements are reported to be on the property, but nothing is guaranteed: *Residence:* Single storey, built of bricks and painted plaster under cement tiled roof. *Floors:* Fitted carpets and tiles, comprising of lounge, dining-room, kitchen, three bedrooms, bathroom and w.c. *Outbuildings:* None. *Improvements:* Boundary fencing.

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

Dated at Roodepoort on this 2nd day of September 1996.

Melman & McCarthy, Incorporating Roselyn Kidson, Plaintiff's Attorneys, 11 Platboom Avenue, Weltevredenpark. (Tel. 475-5376 or 838-4731.) (Ref. D. McCarthy/J. Soma/MN6282.)

Case No. 14291/96  
PH 196IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NBS BANK LIMITED, Plaintiff, and MTEMBU, BASI CLEOPAS, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 3 October 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, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 424, in the Township of Pimville, Zone 7, Registration Division IQ, Province of Gauteng, in extent 200 (two hundred) square metres, situated at 424 Pimville Zone 7, Soweto.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached, built of bricks and painted plaster under tiled roof. *Floors*: Marley tiles, comprising lounge, kitchen, three bedrooms, bathroom and w.c. separate. *Outbuildings*: Boundary fencing.

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

Dated at Johannesburg on this 30th day of August 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN7051.)

Case No. 16542/96  
PH 196IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NBS BANK LIMITED, Plaintiff, and MTHEMBU, MPHEKELELI, First Defendant, and MTHEMBU, MALEFA BEAUTY, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Salesrooms of the Sheriff, 10 Liebenberg Street, Roodepoort, on 3 October 1996 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Roodepoort, 10 Liebenberg Street, Roodepoort, prior to the sale:

Erf 432, in the Township of Mmesi Park, Registration Division IQ, Province of Gauteng, in extent 300 (three hundred) square metres, situated at 432 Mmesi Park, Dobsonville.

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

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

Dated at Johannesburg on this 2nd day of September 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN7075.)

Case No. 9504/96  
PH 327IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Execution Creditor, and TSHABALALA, BHEKITHEMA ALPHEUS, First Execution Debtor, and TSHABALALA, MORWA FATIMA, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff of Boksburg, at 182 Leeuwpoot Street, Boksburg, on 4 October 1996 at 11:15, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Alberton, prior to the sale:

Certain Erf 20728, Vosloorus Extension 30 Township, Registration Division IR, in the Province of Gauteng, measuring 248 (two hundred and forty-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 lounge, kitchen, bathroom, toilet and two bedrooms.

**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 the sale, to be paid by the purchaser.

Dated at Johannesburg this 29th day of August 1996.

Alberts & Smit Incorporated, Plaintiff's Attorneys, 227 Barry Hertzog Avenue, Emmarentia, P.O. Box 4442, Johannesburg. (Tel. 646-6120/1/2/3.) (Ref. Mr Alberts/ct/F263.)

Case 880/95

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Execution Creditor, and H. V. MHLUNGU, First Execution Debtor, and C. M. MHLUNGU, Second Execution Debtor**

In execution of a judgment of the Magistrate's Court, Springs, in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, at 66 Fourth Street, Springs, on 4 October 1996 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Springs, prior to the sale:

Certain Erf 9531, kwaThema, Registration Division IR, the Province of Gauteng, measuring 265 (two hundred and sixty-five) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Brick built residence with iron roof, lounge, dining-room, kitchen, bathroom and toilet, two bedrooms and 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 14 (fourteen) days from the date of sale. Auctioneer's charges payable on the day of sale, to be paid by the purchaser.

Dated at Johannesburg this 13th day of August 1996.

Alberts & Smit Incorporated, 227 Barry Herzog Avenue, Emmarentia; P.O. Box 4442, Johannesburg. (Tel. 646-6120/1/2/3.) (Ref. Mr Alberts/ct/F278.)

Saak No. 45826/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen ABSA BANK BEPERK, Eisier, en JEANETTA SCNELL KEEVE (gebore SCHOLTZ), Verweerder**

'n Verkoop in eksekusie sal gehou word te N.G. Sindolesentrum, Visagiestraat 234, Pretoria, op 8 Oktober 1996 om 10:00:

Die eiendom staan bekend as Nyasawoonstelle 306, Andriesstraat, Pretoria, en word omskryf as:

(1) Deel 18 soos getoon en volledig beskryf op Deelplan SS363/89 in die skema bekend as Nyasa, ten opsigte van die grond en gebou of geboue geleë te Erf 2826, Pretoria Plaaslike Owerheid, Stadsraad van Pretoria, van welke deel die vloeroppervlakte, volgens genoemde deelplan 99 vierkante meter groot is; 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en/of geboue, soos aangetoon en meer volledig beskryf op die genoemde deelplan (die gemeenskaplike eiendom) toegedeel aan die deel verbind in ooreenstemming met die deelnemingskwota van die deel verbind, gehou onder Sertifikaat van Geregistreerde Deeltitel ST7734/93.

(2) Deel 77 soos getoon en volledig beskryf op Deelplan SS363/89 in die skema bekend as Nyasa, ten opsigte van die grond en gebou of geboue geleë te Erf 2826, Pretoria Plaaslike Owerheid, Stadsraad van Pretoria, van welke deel die vloeroppervlakte, volgens genoemde deelplan 23 vierkante meter groot is; 'n onverdeelde aandeel in die gemeenskaplike eiendom in die grond en/of geboue, soos aangetoon en meer volledig beskryf op die genoemde deelplan (die gemeenskaplike eiendom) toegedeel aan die deel verbind in ooreenstemming met die deelnemingskwota van die deel verbind, gehou onder Sertifikaat van Geregistreerde Deeltitel ST7734/93.

Die eiendom bestaan na bewering uit sitkamer, eetkamer, kombuis, twee en 'n halwe slaapkamers, badkamer en garage.

Die verkoopvoorwaardes kan nagegaan word by die kantore van die Balju, Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria-Sentraal.

R. F. Kruse, vir Couzyn Hertzog & Horak Inc. (Tel. 322-8780.) (Verw. T. Horak/T2158.)

Case No. 436/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and WILLIAM FRANCIS BRODERICK, Defendant**

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Bester Street, Nelspruit, on Friday, 18 October 1996 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Nelspruit, Proforum Building, 5 Van Rensburg Street, Nelspruit, and will be read out prior to the sale.

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

*Property:* Portion 23 of Erf 1465, Sonheuwel Extension 1 Township, Registration Division JT, Transvaal, known as 103 Halssnoer Crescent, Sonheuwel Extension 1.

*Improvements:* Lounge, dining-room, family room, study, four bedrooms, three bathrooms, kitchen, pantry, laundry and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT 2214.)

Case No. 10983/95  
PH 136

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MALETE, PINKI, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be conducted by the Sheriff, Alberton, at the offices of the Sheriff, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on Tuesday, 1 October 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, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton:

Erf 2110, Spruitview Township, Registration Division IR, Gauteng, situated at 2110 Spruitview, Katlehong, measuring 354 (three hundred and fifty-four) square metres, held under Deed of Transfer T36180/94.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Main building:* Brick dwelling with a tiled roof consisting of lounge, kitchen, two bedrooms and bathroom.

*Zoning:* Residential.

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

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

*Date:* 30 August 1996.

C. B. McEwan, Plaintiff's Attorneys, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/20M772.)

Case No. 14145/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and EUSUPH JOSEPH MILAZI, First Defendant, and THOKO MAVIS MILAZI, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Barberton, on Friday, 18 October 1996 at 10:00.

Full conditions of sale can be inspected at the Sheriff, Barberton, United Building, Barberton, 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 425, situated in the Township of Emjindini Extension 4, Registration Division JU, Transvaal.

*Improvements:* Three bedrooms, two bathrooms, kitchen, lounge and dining-room.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT4378.)



Case No. 7706/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and ELIZABETH MARIA BOUWER, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the office of the Sheriff, Wonderboom/Soshanguve, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on 11 October 1996 at 11:00.

Full conditions of sale can be inspected at the office of the Sheriff of the Supreme Court, Wonderboom/Soshanguve, at the above-mentioned address and will also be read out by the Sheriff prior to the sale in execution.

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

*Property:* Portion 1 of Erf 1007, Pretoria North Township, Registration Division JR, Province of Gauteng, known as 219 Ben Viljoen Street, Pretoria North.

*Improvements:* Single storey, three bedrooms, bathroom, kitchen, lounge, dining-room, study, garage and carport.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT4090.)

Case No. 1337/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MURERENI TIMOTHY MASHELE, First Defendant, and MASEFAKO JULIAH MASHELE, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the office of the Sheriff, Wonderboom/Soshanguve, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on 11 October 1996 at 11:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Wonderboom/Soshanguve, at the above-mentioned address and will also be read out by the Sheriff prior to the sale in execution.

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

*Property:* Stand 1295, Block DD, Soshanguve, Residential Area of Soshanguve, District of the District Representative, Department of Development Aid, Soshanguve.

*Improvements:* Double storey, entrance hall, separate toilet, two family rooms, study, five bedrooms, four bathrooms, kitchen, lounge, dining-room and three garages.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT2935.)

Case No. 10145/95

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

**NEDCOR BANK LIMITED, Plaintiff, and DESIRE MULLER MILES, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at 5 Tempo Street, Tasbetpark Extension 2, on Friday, 18 October 1996 at 08:30:

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

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

*Property:* Erf 1199, Tasbetpark Extension 2 Township, Registration Division JS, Transvaal, known as 5 Tempo Street, Tasbetpark Extension 2.

*Improvements:* Three bedrooms, bathroom, kitchen, lounge/dining-room, separate toilet and garage.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT2494.)

Case No. 11271/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MICHAEL NYAKALE TSHOKE, First Defendant, and MABLE MARGIE DINTLETSE TSHOKE, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the office of the Sheriff, Wonderboom/Soshanguve, on 4 October 1996 at 11:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Wonderboom/Soshanguve, at the above address and will also be read out by the Sheriff prior to the sale in execution.

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

*Property:* Erf 2088, the Orchards Extension 13 Township, Registration Division JR, Province of Gauteng, known as 7 Herbert Street, The Orchards.

*Improvements:* Three bedrooms, two bathrooms, kitchen, dining-room, lounge, family room and two garages.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT4264.)

Saak No. 20546/95

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

**In die saak tussen NEDCOR BANK BEPERK, Eiser, en WILLIAM KGOELE MAHLANGU, Eerste Verweerder, en DINEO GLADYS MAHLANGU, Tweede Verweerder**

'n Eksekusie verkoping van ondergenoemde onroerende eiendom word gehou sonder reserwe te die Balju, Wonderboom/Soshanguve, Gedeelte 83, De Onderstepoort, (net noord van die Sasko Meule) ou Warmbadpad, Bon Accord, op Vrydag, 11 Oktober 1996 om 11:00:

Eiendom Erf 180, Hammanskraal-dorpsgebied, Registrasieafdeling JR, Transvaal.

*Verbeteringe:* Drie slaapkamers, badkamer, kombuis, sitkamer, eetkamer, wassery en motorhuis.

Die volledige verkoopvoorwaardes lê ter insae by die kantore van die Balju, Wonderboom/Soshanguve, en sal uitgelees word voor aanvang van die verkoping.

Geen waarborge word gegee ten opsigte van enige beskrwyng en/of verbeterings.

Hack Stupel & Ross, Prokureurs vir Skuldeiser, Posbus 2000, Pretoria. (Verw. mnr. B. du Plooy/LVDM/GT 2718.)

Case No. 15648/93

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and PATRICK VIVIAN VENTER, 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, 130A Struben Street, Pretoria, on Wednesday, 9 October 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, 130A Struben Street, Pretoria:

Erf 361, situated in the Township of Die Wilgers Extension 9, Registration Division JR, Transvaal, measuring 1 250 (one thousand two hundred and fifty) square metres, held by virtue of Deed of Transfer T3775/1979, known as 125 Power Avenue, Die Wilgers Extension 9, Pretoria.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling-house with tiled roof consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/handbasin, bathroom/toilet/handbasin, toilet. Outbuildings consist of two garages, servant's room, toilet and laundry. There is also a flat with living room, bedroom, kitchen, bathroom/toilet/handbasin and a swimming-pool on the property.

Dated at Pretoria on this 1st day of September 1996.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA2294.)

Case No. 15370/96

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
MALESELA JOSEPH TSHOLO, 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, Wonderboom, at the office of the Sheriff, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 11 October 1996 at 11:00, 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, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord):

Erf 600, Mahube Valley Township, Registration Division JR, Transvaal, held by virtue of Certificate of Ownership TE39796/95, measuring 281 (two hundred and eighty-one) square metres, known as 600 Mamelodi, Mahube Valley, Pretoria.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling-house with tiled roof consisting of family-room, kitchen, two bedrooms and bathroom/toilet.

Dated at Pretoria on this 1st day of September 1996.

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA3497.)

Case No. 18075/95

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

**In the matter between THE STANDARD BANK OF SA LTD, Plaintiff, and LALLY ELIZABETH MANGANYI, Defendant**

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at Ferhslane Centre, 130A Struben Street, Pretoria, on 9 October 1996 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Erf 56, Country View Township, Registration Division JR, Transvaal, also known as 56 Tecoma Place, Country View, Midrand, measuring 750 (seven hundred and fifty) square metres, held by Deed of Transfer T55070/94, subject to the conditions therein contained and especially to the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of entrance hall, lounge, dining-room, kitchen, two bedrooms, bathroom/w.c./shower, w.c. and single garage.

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

Dated at Pretoria on this 4th day of September 1996.

E. M. Eybers, for Adams & Adams, Adams & Adams Place, 1140 Prospect Street, Hatfield, Pretoria. [Tel. (012) 481-1500.] (Ref. EME/jen S1144/95.)

Saak No. 6724/96

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

**In die saak tussen ABSA BANK BPK, handeldrywende as ALLIED BANK, Eiser, en  
HERCULAS ALBERTUS PRETORIUS, Verweerder**

Ingevolge uitspraak van die Landdros van Germiston en lasbrief van eksekusie, gedateer 7 Mei 1996, sal die hiernage-noemde eiendom op 1 Oktober 1996 om 11:00, verkoop word deur Michael James (TVL) BK, aan die hoogste bieder by die betrokke perseel self, te wete:

Erf 749, Marais Steyn-Park-dorpsgebied, Registrasiedivisie IR, Gauteng, groot 764 vierkante meter, beter bekend as Geelhoutstraat 87, Marais Steyn-Park, Edenvale.

*Wesenlike verkoopvoorwaardes:*

1. Die gemelde eiendom sal verkoop word sonder 'n reserweprys en per openbare veiling en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê, die voorwaardes van die transportakte en verder onderhewig aan die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbetering op die gemelde eiendom word soos volg beskryf maar geen waarborge word in hierdie opsig gegee nie: *Hoofgebou*: Ingangsportaal, sitkamer, eetkamer, familiekamer/studeerkamer, vier slaapkamers, badkamers met stort en toilet, aparte w.c., kombuis en waskamer/spens. *Ander*: Dakteël. *Buitegeboue*: Motorhuis met twee afdakke, toilet. *Ander*: Dakteëls.

3. 10% (tien persent) van die koopprys en afslaerskoste by die verkoping in kontant, of by wyse van 'n bankgewaarborgde tjek en die balans plus rente teen 18,25% (agtien komma twee vyf persent) per jaar moet betaal of gewaarborg word met 'n goedgekeurde bank, bougenootskap of ander aanvaarbare waarborg, wat binne 14 dae na datum van verkoping aan die Balju voorsien moet word.

4. Die volledige verkoopvoorwaardes wat deur Michael James (TVL) BK net voor die verkoping uitgelees word, is in hul kantoor te Pretoria Hoofweg 708, Wynberg (Tel. 887-2600. Faks 887-2610), asook te die Balju kantore, gedurende normale kantoorure, ter insae beskikbaar.

Wright, Rose-Innes, Sewendelaan 62, Edenvale. (Tel. 452-1238/9.) (Verw. Mnr. M. F. Thobois/JN/A29.)

**Saak No. 9726/95**

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

**In die saak tussen ABSA BANK BPK, Eiser, en REGINALD SYDNEY HELWICK, Verweerder**

'n Eksekusieverkoping word gehou deur die Balju, Springs, by die kantoor van die Balju te 12de Straat 56, Springs, op 4 Oktober 1996 om 11:00 van:

Erf 1543, in die dorp Selcourt, Registrasieafdeling IR, Transvaal, groot 3 954 vierkante meter, gehou kragtens Akte van Transport T47291/93, beter bekend as Kafuweg 20, Selcourt.

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

*Verbeterings*: 'n Baksteen woonhuis met teëldak, volvloermatte en novilon-vloere, ingangsportaal, sitkamer, gesinskamer, eetkamer, kombuis, vier slaapkamers, studeerkamer, opwaskamer, waskamer, stoep, twee badkamers met bad, toilet en stort en 'n aparte toilet. *Buitegeboue*: Dubbelmotorhuis, drie bediendekamers, badkamer met bad, toilet en stort. *Ander*: Gimnasium en speelkamer.

Besigtig voorwaardes by die Balju, Springs, 12de Straat 56, Springs.

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

**Saak No. 6844/96**

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en WILLEM THOMAS DEALE, Eerste Verweerder, en JOHANNA DOROTHEA PETRONELLA DEALE, Tweede Verweerder**

'n Eksekusieverkoping word gehou deur die Balju, Pietersburg, voor die Landdroskantoor te Landdros, Maréstraat, Pietersburg, op 4 Oktober 1996 om 10:00, van:

Hoewe 55, geleë te Dalmada-landbouhoewes, Registrasieafdeling LS, Noordelike Provinsie, groot 2,0215 hektaar, gehou kragtens Akte van Transport T98196/94, beter bekend as Plot 55, Dalmada, distrik Pietersburg.

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

*Verbeterings*: 'n Baksteenwoonhuis bestaande uit 'n sitkamer, gesinskamer, eetkamer, kombuis, opwaskamer, vyf slaapkamers, twee badkamers en aparte toilet. *Buitegeboue*: Motorhuis en toilet.

Besigtig voorwaardes by die Balju, Pietersburg, Boksburg 56A, Pietersburg.

Tim Du Toit & Kie Ingelyf. (Tel. 320-6753.) (Verw. mej. Kriel/avg.)

**Case No. 13774/96**

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

**In the matter between THE STANDARD BANK OF SA LTD, Plaintiff, and JACOBUS ABRAHAM DU PLESSIS, First Defendant, and PETRONELLA DOROTHEA DU PLESSIS, Second Defendant**

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just North of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 27 September 1996 at 11:00, of the undermentioned property of the Defendants on the conditions to be read out by the Auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Portion 1 of Erf 726, in the Town of Pretoria North, Registration Division JR, Transvaal, also known as 292 West Street, Pretoria North, measuring 1 239 (one thousand two hundred and thirty-nine) square metres, held under Deed of Transfer T86594/93, subject to the conditions contained therein.



The following information is furnished re the improvements though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/w.c., shower and servant's room with w.c.

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

Dated at Pretoria this 5th day of September 1996.

E. M. Eybers, for Adams & Adams, Adams & Adams Place, 1140 Prospect Street, Hatfield, Pretoria. [Tel. (012) 481-1500.] (Ref. EME/p S734/96.)

**Saak No. 8480/95**

**IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG**

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eksekusieskuldeiser, en FRANCOIS VAN DER ZEE, Eksekusieskuldenaar**

Ten uitvoer van 'n vonnis wat die Landdros van Pietersburg toegestaan het op 19 Junie 1996, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 4 Oktober 1996 om 10:00, by die Landdroskantoor, Pietersburg, aan die hoogste bieder, naamlik:

Gedeelte 144, van Erf 6416, geleë in die dorp Pietersburg-uitbreiding 11, Registrasieafdeling LS, Noordelike Provinsie, groot 600 (seshonderd) vierkante meter, gehou kragtens Akte van Transport T35614/95.

Die eiendom kan omskrywe word soos volg: Woonhuis geleë te Privetstraat 17, Bendor Park, Pietersburg, en bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en enkelmotorhuis.

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

Geteken te Pietersburg op die 29ste dag van Augustus 1996.

W. A. H. Nel, vir Steytler Nel & Calitz, Eerste Verdieping, Pioneersentrum, Landdros Maréstraat 52, Pietersburg. (Verw. mnr. Nel/CF/ANU 040)

**Saak No. 15274/96**

**PH 507**

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen TRANSNET BEPERK, Eksekusieskuldeiser, en RAMOABI, JOHN MAMBAZO, Eksekusieskuldenaar**

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping gehou word op Vrydag, 4 Oktober 1996 om 10:00 by die kantore van die Balju, Hooggeregshof, te Liebenbergstraat 10, Roodepoort, van die ondergemelde eiendom:

Sekere Erf 1552, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 295 (tweehonderd vyf-en-negentig) vierkante meter, geleë te Erf 1552, Doornkop-uitbreiding 1-dorpsgebied, distrik Roodepoort.

*Erfbeskrywing:* Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: 'n Tweeslaapkamerhuis met 'n teëldak, gepleisterde mure en staalvensters. Die huis is in 'n redelike toestand met geen heining. Geen buitegeboue is op die perseel nie. *Bestaande uit die volgende:* Eetkamer, twee slaapkamers, badkamer, gang en kombuis.

Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju, Hooggeregshof, Roodepoort-Suid, te Liebenbergstraat 10, Roodepoort, of Eiser se prokureurs, mnre. Blakes Prokureurs, Pleinstraat 14, Johannesburg.

Gedateer te Johannesburg op hede hierdie 19de dag van Augustus 1996.

C. W. S. S. Potgieter, vir Blakes Prokureurs, Prokureurs vir Eiser, Pleinstraat 14, Posbus 5315, Johannesburg, 2000. [Tel. (011) 491-5500.] [Faks (011) 491-5593.] (Verw. PTR008/S. Potgieter/ST.)

Case No. 78853/93

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

**In the matter between NBS BANK LIMITED, Plaintiff, and GREGORY BRUCE McDOWALL, First Defendant, and AMANDA JANE McDOWALL, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate, Johannesburg, District of Johannesburg, and writ of execution the property listed hereunder which was attached on 26 July 1996 will be sold in execution on Friday, 4 October 1996 at 10:00 at the Magistrate's Court, in front of the Court House, Fox Street-entrance, Johannesburg, to the highest bidder:

Portion 11 of Erf 12, Alan Manor Township, Registration Division IQ, Transvaal, in extent 1 083 (one thousand and eighty-three) square metres, situated at corner of Constantia and Stellenvale Avenue, Alan Manor, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence, single-storey dwelling, detached. *Walls:* Brick and plaster. *Roof:* Tiles. *Floor:* Fitted carpets and tiles. *Rooms:* Lounge, kitchen, two bedrooms, bathroom, shower and two toilets. *Outbuildings:* None. *Boundary:* Fenced. *Improvements:* None.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, 100 Sheffield Street, Turfontein, Johannesburg, for the Magistrate's Court. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

De Villiers & Co., Ninth Floor, NBS Building, corner of Market and Rissik Streets, Johannesburg. (DX. 571.) (Tel. 336-3913/4 and 336-3921/3.) (Ref. Mr Steyn/647.)

Saak No. 4450/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eksekusieskuldeiser, en JURRY ADONIS, Eerste Eksekusieskuldenaar, en JOELINE ADONIS, Tweede Eksekusieskuldenaar**

Ten uitvoer van 'n vonnis wat die Landdros van Pietersburg toegestaan het op 5 Julie 1996 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 4 Oktober 1996 om 10:00 by die Landdroskantoor, Pietersburg, aan die hoogste bieder, naamlik:

Erf 296, Westenburg-dorpsgebied, Registrasieafdeling LS, Noordelike Provinsie, groot 544 (vyfhonderd vier-en-veertig) vierkante meter, gehou kragtens Akte van Transport T83064/91.

Die eiendom kan omskrywe word soos volg: Woonhuis geleë te Buyslaan 22, Westenburg, Pietersburg, en bestaan uit sitkamer, eetkamer, kombuis, vier slaapkamers, twee badkamers en dubbel motorhuis.

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

Geteken te Pietersburg op die 29ste dag van Augustus 1996.

W. A. H. Nel, vir Steytler Nel & Calitz, Eerste Verdieping, Pioneersentrum, Landdros Maréstraat 52, Pietersburg. (Verw. mnr. Nel/CF/ANU 051.)

Case No. 3017/95

IN THE SUPREME COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MICHELINA CATHARINA FERREIRA, Defendant**

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria South, at Fehrs Lane Centre, 130A Struben Street, Pretoria, on 9 October 1996 at 10:00, of the following property:

A unit consisting of:

(a) Section 27, as shown and more fully described on Sectional Plan SS429/1990, in the scheme known as El Prado, in respect of the land and building or buildings situated at Remaining Extent of Erf 7, Verwoerdburg City Township, City Council of Centurion, of which section the floor area according to the said sectional plan is 65 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST23502/1994.

*Street address:* Flat 27, 3 Bultafhoekie Street, El Prado, Verwoerdburg, Pretoria.

*Improvements on the property:* Dwelling flat. Two bedrooms, kitchen, dining-room, swimming-pool, bathroom/toilet, lounge and garage. The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's Offices at Edenpark, Plot 83, corner of Gerhard Street and West Avenue, Lyttelton Agricultural Holdings, Centurion.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. P. D. Kriek/EF.)

**Case No. 8621/96**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JUANI VAN VOLLESTEE, Defendant**

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria Central, at N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria, on 8 October 1996 at 10:00, of the following property:

A unit consisting of:

(a) Section 30, as shown and more fully described on Sectional Plan SS43/1976, in the scheme known as Sabie Mansions, in respect of the land and building or buildings situated at Remaining Extent of Erf 75, Sunnyside Township, City Council of Pretoria, of which section the floor area according to the said sectional plan is 47 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST 47346/1995. Street address: Flat 52, Sabie Mansions, Troye Street, Sunnyside, Pretoria.

*Improvements on the property:* Dwelling flat. Bedroom, kitchen, toilet/bathroom and lounge.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's Offices at 30 Margaretha Street, Messcor House, Pretoria.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. P. D. Kriek/EF.)

**Case No. 4815/96**

IN THE MAGISTRATE'S COURT WONDERBOOM HELD AT WONDERBOOM

**In the matter between ABSA BANK LIMITED (ALLIED DIVISION), Plaintiff, and  
HENDRIK JOHANNES JANSEN VAN NIEUWENHUIZEN, 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, 4 October 1996 at 11:00, of:

Erf 1058, situated in the Town, The Orchards Extension 11, Registration Division JR, Province Gauteng, measuring 947 square metres, known as 137 Smithers Road, The Orchards Extension 11. Particulars are not guaranteed. Dwelling with lounge, dining-room, kitchen, two bedrooms, bathroom and toilet.

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

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8420.) (Ref. N1/A-M04132/JAA/J. S. Herbst.)

**Case No. 9798/96**

**PH 2**

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
NKOSI, TAX ELPHASE, First Defendant, and NKOSI, MARTHA THEMBANI, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 1 October 1996 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Lounge, kitchen, bedroom, bathroom and w.c., being site 9295 Tokoza Extension 2, situated at Site 9295 Tokoza Extension 2, Alberton, measuring 392 square metres, Registration Division IR, Transvaal, held by the Defendants under Certificate of Registered Grant of Leasehold TL5691/1989.



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

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

Dated at Randburg this 28th day of August 1996.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)  
C/o Van der Westhuizen Crouse & Venter, Ninth Floor, North State Building, corner of Market and Kruis Streets, Johannesburg.

Case No. 9795/96  
PH 2

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
THAI, MMUSI CALVIN, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 1 October 1996 at 10:00, of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Lounge, kitchen, bedroom, bathroom with toilet, being Site 9465, Tokoza Extension 2, situated at site 9465 Tokoza Extension 2, Alberton, measuring 300 square metres, Registration Division IR, Transvaal, held by the Defendant under Certificate of Registered Grant of Leasehold TL41609/1988.

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

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

Dated at Randburg this 28th day of August 1996.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)  
C/o Van der Westhuizen Crouse & Venter, Ninth Floor, North State Building, corner of Market and Kruis Streets, Johannesburg.

Case No. 14859/96  
PH 232

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
McCLURE, CLORRAINE AGNES, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above suit, a sale with reserve will be held at the offices of the Sheriff for the Supreme Court, Johannesburg East, First Floor, 131 Marshall Street, Johannesburg on Thursday, 3 October 1996 at 10:00, of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will be for inspection prior to the sale, at the office of the Sheriff, Johannesburg East. The property is described as follows:

Section 17 as shown and more fully described on Sectional Plan SS19/1979 in the scheme known as Xanadu in respect of the land and building or buildings situated at the Township of Yeoville, Greater Johannesburg Transitional Metropolitan Council, of which the floor area, according to the sectional plan is eighty seven square metres in extent and consisting of the following: Four rooms other than kitchen, pantry, bathroom and w.c's. Kitchen, bathroom and separate toilet, open balcony, covered parking bay 4. Third floor flat in a block of 70 units on four floors. Communal swimming-pool, sauna, squash court and launderette.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charge R100 (one hundred rand), plus 14% (fourteen per cent) VAT.

Edward Nathan & Friedland Inc, Plaintiff's Attorneys, 23rd Floor, Sanlam Centre, 206/214 Jeppe Street; P.O. Box 3370, Johannesburg. 2000/2001. [Tel. (011) 337-2100.] (Ref. Mr B. Hotz/Wesb 0600-005.)



Case No. 6226/96  
PH 630IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION) formerly known as UNITED BANK LIMITED, Plaintiff, and CHARISSA VERONICA BODENSTEIN, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg on Thursday, 3 October 1996 at 10:00 of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg East at 131 Marshall Street, Johannesburg:

## 1. A unit consisting of:

1.1 Section 10 as shown and more fully described on sectional plan SS566/1992, in the scheme known as Varonne, in respect of the land and building or buildings situated at Erf 185, Gresswold Township, in the Local Authority of the City Council of Johannesburg of which section the floor area according to the said sectional plan is 78 (seventy eight) square metres in extent being 110 Varonne, Waverley Street, Gresswold; and

1.2 an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by the Defendant under and by virtue of Deed of Transfer ST100048/1993.

1.3 Exclusive use area P51 for use as a parking bay which forms part of the common property in the scheme known as Varonne in respect of the land and building or buildings situated at Erf 185, Gresswold Township, in the Local Authority of the City Council of Johannesburg, and as such shown on Sectional Plan SS566/1992, held by the Defendant under and by virtue of Notarial Cession of Real Rights SK7702/1993S.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, diningroom, kitchen, bedrooms and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 22nd day of August 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O' Gowrie & Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041 [Tel. (011) 484-2828.] [Fax (011) 484-7548.] (Ref. 104103/Mr N Georgiades/le.)

Case No. 2427/96

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and PETER ANDREW LUBBE SNYDERT, First Defendant, and WANDA SNYDERT, Second Defendant**

The following property will be sold in execution at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, on 18 October 1996 at 11:15:

Certain Erf 940, Vandykpark Township, Registration Division IR, Transvaal, measuring 805 (eight hundred and five) square metres, known as 67 Silverleaf Street, Vandykpark, Boksburg.

**Description:** Dwelling and outbuildings. Improvements are not guaranteed.

**Terms:** 10% (ten per centum) of the purchase price, plus Sheriff's commission of 5% (five per centum) of the proceeds of the sale to a price of R30 000 and thereafter 3% (three per centum) to a maximum of R7 000, and a minimum of R260 must be paid to the Sheriff of the Court, in cash on the day of sale and the unpaid balance shall be paid or secured by a bank or building society guarantee within 30 (thirty) days after the date of sale.

The full conditions of sale that will be read out by the Sheriff of the Magistrate's Court, immediately prior to the sale, may be inspected their offices at 182 Leeuwpoot Street, Boksburg.

Dated at Boksburg on this the 3rd day of September 1996.

R. W. Möller, for Möller, Venter & Associates, Attorney for Plaintiff, First Floor, Dominium Building, 314A Commissioner Street, Boksburg. (Tel. 917-9863/4.) (Ref. Mrs Oberholster.)

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and P. G. LOUCE, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Magistrate's Court, Dolomite Street, Delmas, on Friday, 4 October 1996 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff of the Supreme Court, Delmas, at 27 Fourth Street, Delmas:

Holdings 262, 263 and 264 Rietkol Agricultural Holdings, measuring 1,7715 (one comma seven seven one five) hectares, 1,7910 (one comma seven nine one nought) hectares and 2,2905 (two comma two nine nought five) hectares, respectively held by the Defendant under Deed of Transfer T52614/88, being Plot 262 and 263 Fourth Avenue, Rietkol Sundra, Delmas.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of four bedrooms, two and a half bathrooms, kitchen, two lounges, dining-room, two family rooms, study, two garages, swimming-pool, entrance hall, separate toilet and bar.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this the 30th day of August 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax (011) 484-7548.] (Ref. 104295/Mr C. Livingstone/le.)

## 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 MEI-HUA WU, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 9 St Giles Street, Kensington B, on Friday, 4 October 1996 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Sandton, at 10 Conduit Street, Kensington B:

Erf 101, Benmore Gardens Extension 3, measuring 1 062 (one thousand and sixty-two) square metres, held by the Defendant under T34815/1994, being 13 Hollyhock Road, Benmore Gardens Extension 3.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, family room, dining-room, study, two bathrooms, five bedrooms, kitchen, scullery, servant's room, double garage and swimming-pool.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this the 28th day of August 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax (011) 484-7548.] (Ref. 102175/Mr C. Livingstone/le.)

Case No. 13621/96  
PH 630IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DANIEL MONAMODI MATSAPOLA, First Defendant, and BETTY NTESANG MATSAPOLA, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at De Klerk, Vermaak & Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 3 October 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 De Klerk, Vermaak & Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging:

Erf 357, Golfpark, Meyerton, measuring 1 091 (one thousand and ninety-one) square metres, held by the Defendants under Deed of Transfer T78965/1995, being 19 Populier Street, Golfpark, Meyerton.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, bedrooms and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this the 20th day of August 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 104823/N. Georgiades/le.); N. C. H. Bouwman, the Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

Case No. 9400/96  
PH 630IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), formerly known as ALLIED BANK LIMITED, Plaintiff, and PIMA PROPERTIES CC, First Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 3 October 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, Johannesburg East at 131 Marshall Street, Johannesburg:

Erf 1014, Bezuidenhout Valley, measuring 495 (four hundred and ninety-five) square metres, held by the Defendants under Deed of Transfer T43600/90/J, being 138 Broadway Street, Bezuidenhout Valley, Johannesburg.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, bedrooms, kitchen and bathrooms/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 centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this the 22nd day of August 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 104162/C. Livingstone/le.)



Case No. 11174/96  
PH 630IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), formerly known as UNITED BANK LIMITED, Plaintiff, and WILLEM ADRIAAN SWARTS, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 26 September 1996 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

Erf 451, Newlands, measuring 495 (four hundred and ninety-five) square metres, held by the Defendants under Deed of Transfer T46095/95, being 57 Newlands Road, Newlands, Johannesburg.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, bathroom/w.c. and bedrooms.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

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

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 104855/N. Georgiades/le.)

Case No. 26640/95  
PH 630IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION) FORMERLY KNOWN AS UNITED BANK LIMITED, Plaintiff, and GRIESHABER, JOHN WILLIAM, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 3 October 1996 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the Auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

Erf 233 and Erf 234, Albertsville, each erf measuring 248 (two hundred and forty-eight) square metres, respectively, held by the Defendant under Deed of Transfer T42040/1989, being 23 Aldred Street, Albertsville, Johannesburg.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, bedrooms, bathroom and 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 centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this the 22 day of August 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess Of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 102523/N. Georgiades/le.)



Case No. 9648/96

PH 630

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 3 October 1996 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the Auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg North, at 131 Marshall Street, Johannesburg:

Erf 286, Melville, measuring 743 (seven hundred and forty-three) square metres, held by the Defendant under Deed of Transfer T22325/1989, being 9 Eight Street, Melville, Johannesburg.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, bedrooms and bathroom/w.c.

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

The purchaser shall, on the day of the sale pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this the 23 day of August 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess Of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 104351/N. Georgiades/le.)

Case No. 27197/95

PH 630

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION) FORMERLY KNOWN AS UNITED BANK LIMITED, Plaintiff, and ETHNA MARY TIERNAN, First Defendant, and TERENCE JAMES TIERNAN, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 3 October 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, Johannesburg South at 100 Sheffield Street, Turffontein:

Erf 209, Forest Hill, measuring 495 (four hundred and ninety-five) square metres, held by the Defendants under Deed of Transfer T17846/1995, being 29 and 29A Minaar Street, Forest Hill.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, bedrooms, bathroom and 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 centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this the 23 day of August 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess Of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 103170/C. Livingstone/le.)

Case No. 10345/96  
PH 630IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION) formerly known as UNITED BANK LIMITED, Plaintiff, and M. A. HENDRICKS, First Defendant, and A. HENDRICKS, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on Thursday, 3 October 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, Johannesburg South, at 100 Sheffield Street, Turffontein:

Erf 0862, Mondeor, measuring 1 030 (one thousand and thirty) square metres, held by the Defendants under Deed of Transfer T42797/95, being 195 Columbine Avenue, Mondeor.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, bedrooms, bathroom/w.c. and kitchen.

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

The purchaser shall, on the day of the sale pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 21st day of August 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess Of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 104771/C. Livingstone/le.)

Case No. 12009/96  
PH 630IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and IAN GAVIN SLEEMAN SPEIRS, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 49 Kempston Avenue, Benoni, on Thursday, 3 October 1996 at 10:00, of the undermentioned immovable property of the Defendant on the conditions, which conditions will lie for inspection, prior to the sale, at 49 Kempston Avenue, Benoni:

Erf 2148, Benoni, measuring 1 190 (one thousand one hundred and ninety) square metres, held by the Defendant under Deed of Transfer T52008/1988, being 24 Sixth Avenue, Northmead, Benoni.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, bedrooms, bathroom/w.c.

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

The purchaser shall, on the day of the sale pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 21st day of August 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess Of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 104861/C Livingstone/le.)

Case No. 10854/96  
PH 630IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION) formerly known as UNITED BANK LIMITED, Plaintiff, and N. J. NDLOVU, First Defendant, and M. W. MOSIFANE, Second Defendant**

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

The right of leasehold in respect of Erf 8131, Tokoza, measuring 442 (four hundred forty-two) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL37600/89, being Stand 1831, Time Housing, Tokoza, Alberton.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, bedrooms, bathroom/w.c.

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

The purchaser shall, on the day of the sale pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 17th day of August 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess Of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 104827/C. Livingstone/le.)

Case No. 8426/96  
PH 630/DX 589 JhbIN 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 D. A. MSIMANGA, First Defendant, and L. C. MSIMANGA, Second Defendant**

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

The right of leasehold in respect of Erf 467, Tokoza, measuring 225 (two hundred twenty-five) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL44325/88, being Stand 467, Extension 2 Tokoza.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, bedrooms and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 17th day of August 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (Entrance at intersection of Carse O'Gowrie & Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 104440/Mr C. Livingstone/le.)

Case No. 6841/96  
PH 630/DX 589 Jhb

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), formerly known as ALLIED BANK LIMITED,  
Plaintiff, and ELIZABETH ANNE JOUBERT, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 141 Marshall Street, Johannesburg, on Thursday, 3 October 1996 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg East, 131 Marshall Street, Johannesburg:

1. A unit consisting of—

1.1 Section 1 as shown and more fully described on Sectional Plan SS 86/1993, in the scheme known as Harley Gardens in respect of the land and building or buildings, situated at Yeoville Township, Local Authority of Johannesburg, of which the floor area according to the said sectional plan, is 106 (one hundred and six) square metres in extent being Flat 1, Harley Gardens, corner of Hartley and Fortesque Streets, Yeoville, Johannesburg; and

1.2 an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan. Held under Deed of Transfer ST29853/1993.

1.3 An exclusive use area described as Parking Bay P29 measuring 11 (eleven) square metres being as such part of the common property, comprising the land and the scheme known as Harley Gardens in respect of the land and building or buildings situated at Yeoville Township, Local Authority of Johannesburg, as shown and more fully described on Sectional Plan SS86/1993. Held under Notarial Deed of Cession SK1686/1993.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, two bedrooms, kitchen, bathroom, separate w.c. and balcony.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 21st day of August 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (Entrance at intersection of Carse O'Gowrie & Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 103381/Mr N. Georgiades/le.)

Case No. 028351/95

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

**In the matter between BODY CORPORATE OAK MANSIONS, Plaintiff, and MGENGE T. E., Defendant**

On 27 September 1996 at 10:00, a public auction sale will be held in front of the entrance to the Magistrate's Court, Fox Street, Johannesburg, at which the Sheriff of the Court shall, subject to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain Section 1 as shown and more fully described on Sectional Plan SS26/82 in the scheme known as Oak Mansions, situated at Yeoville Township. The Greater Johannesburg Transitional Metropolitan Council of which section the floor area according to the said sectional plan is 48 (forty-eight) square metres in extent together with an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held by Deed of Transfer ST44752/1992, also known as 113 Oak Mansions, corner of Grafton and Saunders Streets, Yeoville, Johannesburg, measuring 48 (forty-eight) square metres.

*Improvements* (which are not warranted to be correct and are not guaranteed): Simplex under concrete tile roof consisting of bedroom, bathroom, toilet, lounge and dining-room combined and kitchen.

*Material conditions of sale are:*

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and subject thereto, the property will be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate of 20,25% (twenty comma two five per centum) per annum or if the claim of Standard Bank Limited exceeds the price, interest amounting to the same as interest at that rate on that claim subject to such interest not exceeding the maximum allowed by law.



3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of the sale to be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court and/or such other person/s as he requires on transfer of the property of the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request the fees of the Sheriff of the Court acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a certificate in terms of section 50 of the Local Government Ordinance (Transvaal) 1939 or any amendment thereto or substitution therefor.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liabilities shall pass to the purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Court, Johannesburg East, 131 Marshall Street, Johannesburg.

Dated at Johannesburg this 14th day of August 1996.

Mervyn J. Smith, Plaintiff's Attorney, Ground Floor, Law Chambers, 14 Nugget Street (off Anderson Street), City and Suburban, Johannesburg; P.O. Box 9890, Johannesburg. (Tel. 334-4229.) (Ref. C.6035/R. Rothquel.)

**Case No. 13053/96**

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

**In the matter between THE STANDARD BANK OF S.A. LTD, Plaintiff, and WILLEM GIDEON VAN DEVENTER, First Defendant, and HENDRINA FRANCINA VAN DEVENTER, Second Defendant**

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held in front of the Magistrate's Office, Tzaneen, on Wednesday, 2 October 1996 at 10:30, 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 33 of the farm Lushof 540, Registration Division LT, Northern Province (also known as 33 Lushof, the farm Lushof 540), measuring 8,5818 (eight comma five eight one eight) hectares, held by the mortgagor under Deed of Transfer T84057/95, subject to the conditions contained therein referred herein and especially to the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Farm consisting of dwelling: Two lounges, two dining-rooms, two kitchens, six bedrooms, two bathrooms and two w.c.'s. *Outbuildings*: Three carports and store-room. *Cottage*: Lounge, kitchen, two bedrooms, w.c. and shower.

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

Dated at Pretoria this 5th day of September 1996.

E. M. Eybers, for Adams & Adams, Adams & Adams Place, 1140 Prospect Street, Hatfield, Pretoria. [Tel. (012) 481-1500.] (Ref. EME/ep S691/96.)

**Case No. 5070/96**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and VUSUMUZI PATRICK MABOTE, Defendant**

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria North-West, at Room 603A, Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, on 10 October 1996 at 10:00, of the following property:

Erf 6541, Atteridgeville Township, Registration Division JR, Transvaal, measuring 525 square metres, held by the Defendant by Certificate of Right of Leasehold TL41868/1985, street address Stand 6541, Atteridgeville, Pretoria.

Improvements on the property: Single-storey dwelling house, kitchen, bedroom, garage, dining-room, outside toilet and two store-rooms.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's Offices at Room 202, Olivetti Building, corner Schubart and Pretorius Streets, Pretoria.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr P. D. Kriek/ef.)

Case No. 25748/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and BESHWANA JOHN SHONGWE, First Defendant, and THOBI JULIAH SHONGWE, Second Defendant**

In execution of a judgment of the above Honourable Court and writ of execution, the following property will be sold in execution on Friday, 4 October 1996 at 11:00, by the Sheriff of the Supreme Court, Wonderboom, held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord (just north of Sasko Mills), to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 2709, Mamelodi Township, Registration Division JR, Transvaal, measuring 298 (two hundred and ninety-eight) square metres, held by Certificate of Registered Grant of Leasehold TL33773/91, subject to such conditions as are mentioned or referred to therein.

The following further information is supplied, but no liability will be accepted in the event of it being incorrect or incomplete in any respect whatsoever:

*Street address:* House 2709, Block J, Mamelodi.

*Improvements:* Dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

*Reserved price:* The property is being sold without reserve.

*Terms and conditions:*

*Terms:* The purchase price shall be payable as follows: 10% (ten per cent) thereof on the day of the sale and the balance must be secured within 30 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 the Supreme Court of Wonderboom, prior to the sale, may be inspected at the offices for the Sheriff for the Supreme Court, Wonderboom, at Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord (just north of Sasko Mills).

Signed at Pretoria on the 4th day of September 1996.

F. M. Nel, for Truter & Wessels, Attorneys for Plaintiff, Fifth Floor, De Kleine Admiraal, 76 Andries Street, Pretoria. (Ref. Nel/S1825/bk.)

Case No. 10863/96

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## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and LOUW, LEON DE WAAL, 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 and subject to written confirmation by the Plaintiff, will be held at the salesrooms, 9 St Giles Street, Kensington B, Randburg, of the Sheriff, Sandton, on Friday, 4 October 1996 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Sandton, prior to the sale:

Holding 5, Palmlands Agricultural Holdings, Registration Division IQ, Gauteng, measuring 2,1939 (two comma one nine three nine) hectares, held under Deed of Transfer T77113/1991, being Riders Ridge, 5 Uranium Street, Palmlands Agricultural Holdings, Sandton.

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

*Main building:* Lounge, dining-room, study, three bathrooms, three bedrooms, kitchen and scullery/laundry. *Outbuilding:* Cottage, servants' quarters, store-room, five garages and swimming-pool.

*Terms:* 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand), and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 5th day of September 1996.

Cliffe Dekker & Todd Inc., Plaintiff's Attorneys, 24th Floor, 78 Fox Street, Johannesburg; P.O. Box 61059, Marshalltown, 2107. (Tel. 832-2911.) (Ref. S. J. Oosthuizen M47204.)

Saak No. 4347/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

**In die saak tussen OOS VRYSTAAT KAAP KOOPERASIE BEPERK, Eiser, en L. P. DAMANE, Verweerder**

Ingevolge 'n vonnis van die Landdroshof te Klerksdorp en 'n lasbrief vir eksekusie gedateer 4 Junie 1996 sal die volgende eiendom per publieke veiling op 4 Oktober 1996 om 10:00, te Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word:

Erf 15599, Uitbreiding 2, geleë in die dorpsgebied Jouberton, distrik Klerksdorp, Noordwes, Registrasieafdeling IP, Transvaal, groot 899 (agt honderd nege-en-negentig) vierkante meter, gehou kragtens Akte van Transport TL50486/95.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

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

2. Die koopprys sal betaalbaar wees teen betaling van 'n bedrag van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans sal binne 14 (veertien) dae betaal word, of gewaarborg word deur 'n goedgekeurde bank en/of bougenootskap.

3. Die volgende verbeterings word beweer op die eiendom te wees: Gewone woonhuis met buitegeboue.

4. *Voorwaardes:* Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju van die Hof nagesien word. Die Balju se adres is Leaskstraat 23, Klerksdorp.

Geteken te Klerksdorp op hierdie 2de September 1996.

G. F. Ackermann, vir Meyer, Van Sittert & Kropman, S.A. Permgebou, Boomstraat, Posbus 91, Klerksdorp. (Verw. GFA/SVR.)

Saak No. 50775/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen NBS BANK LIMITED, Eiser, en ABRAHAM JOHANNES OOSTHUIZEN, ID 4802285124009, Eerste Verweerder, en ALIDA JOHANNA OOSTHUIZEN, Tweede Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 20 Augustus 1996 uitgereik deur bogemelde Agbare hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder op 11 Oktober 1996 om 11:00:

Erf 416, geleë in die dorpsgebied The Orchards-uitbreiding 10, Registrasieafdeling JR, provinsie Gauteng, groot 1 612 (eenduisend seshonderd-en-twaalf) vierkant meter (beter bekend as Kirkness-straat 147, The Orchards-uitbreiding 10).

*Voorwaardes van verkoping:*

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf, maar nie gewaarborg nie: Enkelverdieping-woonhuis met drie slaapkamers, een en 'n halwe badkamer, stort, sitkamer, eetkamer, kombuis en dubbelmotorhuis.

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

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

Geteken te Pretoria op hierdie 4de September 1996.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR68120.)

Case No. 13350/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SIKHOSANA ABIE MABUZA, First Defendant, and LAHLIWE JANE MABUZA, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Ermelo, on Thursday, 10 October 1996 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Ermelo, G. F. Botha and Van Dyk Building, corner of Church and Joubert Streets, Ermelo, and will be read out prior to the sale.

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

*Property:* All right, title and interest in the Leasehold in respect of Site 10, situated in the Township of Wesselton, Registration Division IT, Transvaal.

*Improvements:* Entrance hall, lounge, dining-room, three bedrooms, bathroom, kitchen and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT4350.)

Saak No. 3368/96

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

**In die saak tussen ABSA BANK BEPERK, Eiser en WILLEM ABRAM MARE, Verweerder**

'n Verkoop sal plaasvind by die kantore van die Balju vir die distrik van Wonderboom, Gedeelte 83, De Onderstepoort (ou Warmbadpad) net noord van Sasko Meule, op 27 September 1996 om 11:00:

(a) Deel 39, soos getoon en volledig beskryf op Deelplan SS12/85 in die skema bekend as Arniston ten opsigte van die grond en gebou of geboue geleë te Erf 1749, Pretoria-Noord-dorpsgebied, Plaaslike Bestuur: Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens voormelde deelplan 65 (vyf-en-sestig) vierkante meter groot is; en

(b) 'n onderverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, beter bekend as Woonstel 604, Arniston, Ben Viljoenstraat 216, Pretoria-Noord, gehou kragtens Akte van Transport ST71451/96.

Besonderhede word nie gewaarborg nie en is soos volg: Woonstel bestaande uit sit/eetkamer, twee slaapkamers, badkamer en 'n motorafdak.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word lê ter insae te die kantoor van die Balju, Wonderboom by bogenoemde adres.

Geteken te Pretoria op hierdie 4de dag van September 1996.

W. J. S. Bekker, vir Wilsenach Van Wyk Goosen & Bekker, Ben Viljoenstraat 311, Pretoria-Noord. (Tel. 565-4137.) (Faks. 565-4194.)

Saak No. 3011/96

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

**In die saak tussen ABSA BANK BEPERK, Eiser en ALBERTUS CHRISTIAAN ERASMUS, Eerste Verweerder, en LIEZEL ERASMUS, Tweede Verweerder**

'n Verkoop sal plaasvind by die kantore van die Balju vir die distrik van Wonderboom, Gedeelte 83, De Onderstepoort (ou Warmbadpad) net noord van Sasko Meule, op 27 September 1996 om 11:00:

Erf 1446, The Orchards Extension 11, beter bekend as Bruwerstraat 11, The Orchards, groot 864 (agthonderd vier-en-sestig) vierkante meter gehou kragtens Akte van Transport T54600/1994.

Besonderhede word nie gewaarborg nie en is soos volg: Baksteen huis bestaande uit sitkamer, twee slaapkamers, badkamer en kombuis.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word lê ter insae te die kantoor van die Balju, Wonderboom, by bogemelde adres.

Geteken te Pretoria op hierdie 2de dag van September 1996.

W. J. S. Bekker, vir Wilsenach Van Wyk Goosen & Bekker, Ben Viljoenstraat 311, Pretoria-Noord. (Tel. 565-4137/8/9.) (Verw. mev. Gough B1083/75.)



Saak No. 8325/96

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

**In die saak tussen HENDRIK M. VERLOREN VAN THEMAAT, Eiser en DAVID STEPHANUS JACOBS, Eerste Verweerder, en LUCY DOROTHEA JACOBS, Tweede Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Tansvaalse Provinsiale Afdeling) in bogemelde saak op 25 Junie 1996, en ten uitvoering van 'n lasbrief tot uitwinning sal die Balju van die Hooggeregshof, distrik Barberton, op 4 Oktober 1996 om 10:00, voor die hoofingang van die Landdroskantoor te Barberton, verkoop:

1. Erf 3144, geleë in die dorpsgebied Marloth Park Holiday Township, Registrasieafdeling JU, Mpumalanga, gehou kragtens T74640/93, groot 2 106 (tweeënduisend eenhonderd-en-ses) vierkante meter.

Die volgende besonderhede word verskaf met betrekking tot verbeterings aangebring op die eiendom, maar geen waarborg kan verskaf word in verband daarmee nie: 'n Dubbelverdiepingklinkersteenwoonhuis met teëldak, twee toesluit motorhuise en verder bestaande uit twee toilette, badkamer, drie slaapkamers en 'n kombuis/leef-vertrek. Die afwerking van die gebou is nog nie voltooid nie.

Bovermelde verbeterings word nie gewaarborg nie.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys asook die Balju van die Hooggeregshof se fooie betaal op die dag van verkoping. Die balans koopprys betaalbaar teen registrasie van transport en betaal word by wyse van 'n bank- of bouverenigingwaarborg wat deur die Eiser se prokureur goedgekeur is. Die goedgekeurde bank- of bouverenigingwaarborg moet aan die Balju van die Hooggeregshof gelewer word binne een maand na datum van die verkoping.

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju van die Hooggeregshof ten tyde van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju van die Hooggeregshof te Barberton.

Geteken te Pretoria op hierdie 5de dag van September 1996.

Van Zyl Le Roux & Hurter Ingelyf, Prokureurs vir Eiser, Tweede Verdieping, Kerkplain 38, Kerkplain, Pretoria. (Tel. 323-0500.) (Verw. Geldenhuys/LFS/133862.)

Case No. 48988/95

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

**In the matter between BODY CORPORATE SANTE FE, Plaintiff, and RAPHALELO D M, Defendant**

On 27 September 1996 at 10:00, a public auction sale will be held in front of the entrance to the Magistrate's Court, Fox Street, Johannesburg, at which the Sheriff of the Court shall, pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain Section 5 as shown and more fully described on Sectional Plan SS123/81, in the scheme known as Sante Fe, situated at Berea Township, the Greater Johannesburg Transitional Metropolitan Council of which section the floor area according to the said sectional plan is 119 (one hundred and nineteen) square metres in extent together with an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held by Deed of Transfer ST23832/1994, also known as 202 Sante Fe, 1 Lily Avenue, Berea, Johannesburg, measuring 119 (one hundred and nineteen) square metres.

*Improvements* (which are not warranted to be correct and are not guaranteed): Simplex under concrete tile roof consisting of two bedrooms, bathroom and toilet combined, lounge and dining-room combined, kitchen and balcony.

*Material conditions of sale are:*

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the Rules made thereunder or any amendment thereof or substitution therefor and subject thereto, the property will be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate of 20,25% (twenty comma two five per centum) per annum or if the claim of Nedcor Bank exceeds the price, interest amounting to the same as interest at that rate on that claim subject to such interest not exceeding the maximum allowed by law.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of the sale be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request the fees of the Sheriff of the Court acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a certificate in terms of Section 50 of the Local Government Ordinance (Transvaal), 1939, or any amendment thereto or substitution therefor.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liabilities shall pass to the purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Court, Johannesburg Central, 131 Marshall Street, Johannesburg.

Dated at Johannesburg this 29th day of July 1996.

Mervyn J. Smith, Plaintiff's Attorney, Ground Floor, Law Chambers, 14 Nugget Street (off Anderson Street), City and Suburban, Johannesburg; P.O. Box 9890, Johannesburg. (Tel. 334-4229.) (Ref. C.6256/R. Rothquel.)

**Saak No. 396/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK HEIDELBERG, GAUTENG, GEHOU TE HEIDELBERG, GAUTENG

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en Johan Dawid Steyn, Eerste Verweerder, en Mercy Steyn, Tweede Verweerder**

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof die onderstaande eiendom te wete:

Erf 1788, geleë in die dorpsgebied Heidelberg-uitbreiding 9, Registrasieafdeling IR, provinsie Gauteng, in eksekusie verkoop sal word op 11 Oktober 1996 om 09:00, aan die hoogste bieder, by die Landdroskantoor, Begemanstraat, Heidelberg, Gauteng.

Die volgende verbeteringe skyn op die eiendom te wees maar word nie gewaarborg nie: *Verbeteringe*: Enkelverdieping semi-siersteenwoning met teëldak bestaande uit drie slaapkamers, sitkamer, TV-kamer, eetkamer, twee badkamers, moderne kombuis met opwaskamer. *Buite geboue*: Dubbelmotorhuis en buitetoilet.

*Voorwaardes van verkoping*: Betaling van die koopprys sal geskied by wyse van 'n deposito van 20% (twintig persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdros Hof, ter insae vir belangstellendes.

Gedateer te Heidelberg, Gauteng, op hede die 28ste dag van Augustus 1996.

Liebenberg & Malan Ing., Ueckermannstraat 20, Posbus 136, Docex 2, Heidelberg, Tvl. [Tel. (0151) 4164.] (Verw. mev. Neto/2944.)

**Saak No. 1154/95**

IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL

**In die saak tussen NBS BANK BEPERK, Eiser, en NTULI, J. V. en S. M., Verweerders**

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 23 Augustus 1996, die onderstaande eiendom, te wete:

Sekere Erf 8499, Duduza, Nigel, Registrasieafdeling IR, Gauteng, groot 351 vierkante meter, besit onder Akte van Transport T75135/88, in eksekusie verkoop sal word op 11 Oktober 1996 om 09:00, by die Balju Kantore, Kerkstraat 69, Nigel.

Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Steengebou met sinkdak, kombuis, eetkamer, sitkamer, drie slaapkamers, badkamer/toilet en draad omheining.

*Terme*: Tien persent (10%) van die koopprys en afslaaersgelde 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 veertien (14) dae na datum van verkoping aan die Geregsbode verskaf word.

Geteken te Nigel op hierdie 2de dag van September 1996.

J. J. van Huyssteen, vir Lockett, Etsebeth, Liebenberg & Van Huyssteen, Plesamgebou, Nigel, 1490. (Verw. J. J. van Huyssteen/N1318.)

**Case No. 60958/94**

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and Mr ANTONIO DA PAIXAO DE PONTE, Defendant**

Persuant to a judgment of the above Honourable Court, dated 25 July 1994, and a warrant of execution dated 21 November 1994, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 4 October 1996 at 10:00, in front of the Court-house, Fox Street-entrance, Johannesburg:

Certain Erf 115, Bassonia Township, Registration Division IR, Transvaal, situation 38 Karen Avenue, Bassonia, Johannesburg.

No warranty or undertaking is given to the nature of improvements, which are described as follows: *Improvements*: A double storey dwelling consisting of an entrance hall, lounge, dining-room, a family room, a kitchen, three bedrooms, two bathrooms, toilet, dressing room, an atrium and a playroom.

Area: 1 053 square metres.

Property's held under Deed of Transfer T42722/90.

**Terms:** The purchase price shall be paid as to ten per cent (10%) thereof on the day of the sale and the unpaid balance together with interest thereon to date of registration of transfer, shall be paid or secured by an unconditional or approved bank or building society guarantee within fourteen (14) days of the date of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at 100 Sheffield Street, Turffontein, Johannesburg.

Dated at Johannesburg on this the 2nd day of September 1996.

R. Reichman-Israelsohn, for Israelsohn Inc., 107 Oxford Road, Rosebank; P.O. Box 6467, Johannesburg, 2000. (Tel. 880-2091.) (Ref. BR4355/COLL/RG/LB.)

**Saak No. 1606/92**

**IN DIE LANDDROSHOF VIR DIE DISTRIK NIGEL GEHOU TE NIGEL**

**In die saak tussen NBS BANK BEPERK, Eiser, en MAZIBUKO, P. S., Verweerder**

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

Sekere Erf 8133, Duduza, Nigel, Registrasieafdeling IR, Gauteng, groot 234 vierkante meter, besit onder Akte van Transport T78436/88, in eksekusie verkoop sal word op 11 Oktober 1996 om 09:00, by die Balju Kantore, Kerkstraat 69, Nigel.

Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Steengebou met teëldak, kombuis, sitkamer, twee slaapkamers, badkamer/toilet en draad omheining.

**Terme:** Tien persent (10%) van die koopprys en afslagsgelde 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 veertien (14) dae na datum van verkoping aan die Geregsbode verskaf word.

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

J. J. van Huyssteen, vir Lockett, Etsebeth, Liebenberg & Van Huyssteen, Plesamgebou, Nigel, 1490. (Verw. J. J. van Huyssteen/N684.)

**Saak No. 1877/95**

**IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK**

**In die saak tussen METROPOLITAN LEWENS BPK, Eiser, en M. J. DE LANGE, Verweerder**

Ooreenkomstig 'n vonnis van die Landdros in die bogenoemde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 4 Oktober 1996 om 10:00, voor die Landdroskantoor, Wolmaransstraat 86, Potchefstroom per publieke veiling deur die Balju, Potchefstroom, verkoop word:

Erf, Hoewe 84, Lindequesdrif-landbouhoewes, Potchefstroom, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied van Potchefstroom, gehou kragtens Grondbrief T112062/1992, groot 2,0745 vierkante meter. Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen en/of sement woonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer.

Die wesentlike voorwaardes van verkoop is:

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

Gedateer te Vanderbijlpark hierdie 3de dag van September 1996.

De Klerk, Vermaak & Vennote Ing., Derde Verdieping, Omegagebou, Vanderbijlpark

**Case No. 3637/96**

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

**In the matter between NBS BANK LIMITED, Plaintiff, and SOPHIA MABIZELA, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni on 17 May 1996 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 11 October 1996 at 11:00, at the premises of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 18422, Tsakane Extension 8 Township, situated at 18422 Mawuwana Street, in the Township of Tsakane Extension 8, District of Brakpan, measuring 282 (two hundred and eighty-two) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising of a lounge, kitchen, two bedrooms, bathroom, toilet and mesh fencing.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Brakpan.

Dated at Brakpan on this 4th day of September 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue, Benoni; P.O. Box 1381, Benoni, 1500. (Tel. 422-1350.) (Ref. N0001B/Mrs West.)

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## CAPE • KAAP

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Case No. 9042/87

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**SOUTH AFRICAN PERMANENT BUILDING SOCIETY *versus* JAMES CHARLES BOTHA**

In pursuance of a judgment dated 18 May 1987 and an attachment on 12 March 1996, the following immovable property will be sold at 37 Kinnersley Street, Newton Park, Port Elizabeth, by public auction on Tuesday, 8 October 1996 at 11:00:

Certain piece of redeemed quitrent land situated in the Municipality of the City of Port Elizabeth, Administrative District of Port Elizabeth, being Erf 2760, portion of Erf 1095, Newton Park, in Fairview Extension Township, in extent 601 (six hundred and one) square metres, situated at 37 Kinnersley Street, Newton Park, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an asbestos roof consisting of three bedrooms, lounge, dining-room, kitchen, bathroom, garage and swimming-pool.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court South, 36 North Street, North End, Port Elizabeth.

*Terms:* 10% (ten per cent) on the date of sale, the balance, including value-added tax if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [2½% (two and a half per cent) on the first R30 000 and thereafter 1½% (one and a half per cent) with a minimum of R260 and a maximum of R4 000] and auctioneer's charges [4½% (four and a half per cent)] plus value-added tax in both cases are also payable on date of sale.

Dated on this 28th day of August 1996.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 14023/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**NEDCOR BANK LIMITED *versus* DONAVEN FRANKLYN CAMPODONICO and JEAN THERESA CAMPODONICO**

In pursuance of a judgment dated 26 March 1996, and an attachment on 3 May 1996, the following immovable property will be sold at 7 Avon Plave, Fairview, Port Elizabeth, by public auction on Thursday, 3 October 1996 at 11:00:

Erf 2824, Fairview, in the Municipality and Division of Port Elizabeth, Province of Eastern Cape, in extent 261 (two hundred and sixty-one) square metres, situated at 7 Avon Place, Fairview, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof consisting of two bedrooms, lounge, kitchen and bathroom.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court South, 36 North Street, North End, Port Elizabeth.

*Terms:* 10% (ten per cent) on the date of sale, the balance, including value-added tax if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [2½% (two and a half per cent) on the first R30 000 and thereafter 1½% (one and a half per cent) with a minimum of R260 and a maximum of R4 000] and auctioneer's charges [4½% (four and a half per cent)] plus value-added tax in both cases are also payable on date of sale.

Dated on this 27th day of August 1996.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.



**Case No. 29379/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**NEDCOR BANK LIMITED versus MAKAZIWE DUGARO NGAKA and ZOLEKA PHYLLIS NGAKA**

In pursuance of a judgment dated 22 April 1996 and an attachment on 7 June 1996, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 4 October 1996 at 14:15:

Erf 909, kwaDwesi Extension 2, in the Administrative District of Port Elizabeth, in extent 264 (two hundred and sixty-four) square metres, situated at 34 Masithole Street, kwaDwesi, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% (ten per cent) on the date of sale, the balance, including value-added tax if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R30 000 and thereafter 3% (three per cent) to a maximum of R7 000, with a minimum of R260 plus value-added tax] are also payable on date of sale.

Dated on this 28th day of August 1996.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

**Case No. 8686/95**

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

**In the matter between CAPE OF GOOD HOPE BANK LTD, Judgment Creditor, and  
KEITH MALCOLM ATKINSON, Judgment Debtor**

In the execution of the judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held on Tuesday, 22 October 1996 at 12:45, and at the property of the following immovable property:

(a) Section 2 as shown and more fully described on Sectional Plan SS287/1992, in the scheme known as Macquilton, in respect of the land and building or buildings situated at Cape Town, in the Municipality of Cape Town, Cape Division, of which the floor area, according to the said sectional plan is 106 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Sectional Title ST8315/93, situated at 19A Upper Bloem Street, Bo-Kaap, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of value added tax and the purchaser shall pay value added tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One tenth ( $\frac{1}{10}$ th) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank of building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed:

The property comprises a two bedroomed apartment with a kitchen, storeroom, lounge, balcony and bathroom, and subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Cape Town and at the offices of the undermentioned auctioneers:

Seeff Levco, Seeff House, 42 Hans Strijdom Avenue, Cape Town.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A.C. Broodryk/159609.)

**Case No. 8686/95**

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

**In the matter between CAPE OF GOOD HOPE BANK LTD, Judgment Creditor, and  
KEITH MALCOLM ATKINSON, Judgment Debtors**

In the execution of the judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held on Tuesday, 22 October 1996 at 12:30, and at the property of the following immovable property:

(a) Section 1 as shown and more fully described on Sectional Plan SS287/1992, in the scheme known as Macquilton in respect of the land and building or buildings situated at Cape Town, in the Municipality of Cape Town, Cape Division, of which the floor area, according to the said sectional plan is 59 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held under Certificate of Registered Sectional Title ST8315/93, situated at 19 Upper Bloem Street, Bo-Kaap, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, Act No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of value added tax and the purchaser shall pay value added tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One tenth ( $\frac{1}{10}$ th) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed: The property comprises a one bedroomed apartment with a lounge, kitchen and bathroom, and subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Cape Town and at the offices of the undermentioned auctioneers:

Seeff Levco, Seeff House, 42 Hans Strijdom Avenue, Cape Town.

Herold Gie & Broadhead Inc, Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk/159609.)

**Case No. 46737/95**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

**In the matter between CAPE OF GOOD HOPE BANK LTD, Judgment Creditor, and PATRICIA ANN LASSAUNIERE, Judgment Debtor**

In the execution of the judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held on Thursday, 24 October 1996 at 12:00, and at the property of the following immovable property:

(a) Section 11 as shown and more fully described on Sectional Plan SS39/1991 in the scheme known as Fairholme Court, in respect of the land and building or buildings situated at Wynberg, in the Area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, of which the floor area according to the said sectional plan is 76 square metres;

(b) 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 by Deed of Transfer ST13477/95, situated at 11 Wellington Mews, Wellington Avenue, Wynberg, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive value-added tax and the purchaser shall pay value-added tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One tenth ( $\frac{1}{10}$ th) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed: A flat consisting of bedroom, lounge, kitchen, bathroom and toilet.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Wynberg, and at the offices of the undermentioned auctioneers: Jose Camara Auctioneers, Camara House, 162 Victoria Road, Woodstock, Cape.

Herold Gie & Broadhead, Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk.)

**Case No. 8686/95**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

**In the matter between CAPE OF GOOD HOPE BANK LTD, Judgment Creditor, and KEITH MALCOLM ATKINSON, Judgment Debtor**

In the execution of the judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held on Tuesday, 22 October 1996 at 13:00, and at the property of the following immovable property:

(a) Section 3 as shown and more fully described on Sectional Plan SS287/1992, in the scheme known as Macquilton in respect of the land and building or buildings situated at Cape Town, in the Municipality of Cape Town, Cape Division, of which the floor area, according to the said sectional plan is 71 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Certificate of Registered Sectional Title ST8315/93, situated at 19B Upper Bloem Street, Bo-Kaap, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive value-added tax and the purchaser shall pay value-added tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed: The property comprises a two bed-roomed apartment with a lounge, kitchen, bathroom and balcony.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Wynberg, and at the offices of the undermentioned auctioneers: Seeff Levco, Seeff House, 42 Hans Strijdom Avenue, Cape Town.

Herold Gie & Broadhead, Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk/159609.)

#### Case No. 35206/92

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

#### In the matter between SHARPE AUTO REPAIR CC, Plaintiff, and MARIUS WEYERS MOTORS, Defendant

In pursuance of the warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises, on Friday, 18 October 1996 at 13:00:

*Property:* Erf 4408, Parow, in the Transitional Metropolitan Substructure, Parow Cape Division, Western Cape Province, measuring 570 (five hundred and seventy) square metres, held by Deed of Transfer T63769/92 and subject to the conditions contained therein.

More specifically known as: 14 Wynne Street, Parow.

#### *Conditions of sale:*

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the title deed insofar as same are applicable.

2. The property will be sold voetstoots to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

*Date:* 26 August 1996.

Kuger & Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref. MK JNR/TM/SH0002.); Auctioneer for Plaintiff, Sheriff, Magistrate's Court, 29 Northumberland Street, Bellville. (Ref. Mr Matthee.)

#### Case No. 10508/96

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

#### In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Judgment Creditor, and MICHAEL CASPARUS EKSTEEN VAN DEWENTER, Judgment Debtor

In pursuance of a judgment granted on 8 May 1996, in the Bellville Magistrate's Court, the following property will be sold to the highest bidder on 2 October 1996 at 10:30, at 75 Piet Retief Street, Sandbaai:

*Description:* Erf 892, Sandbaai in the area of the Local Council of Sandbaai, Caledon Division, in extent six hundred and ninety-six (696) square metres.

*Postal address:* 75 Piet Retief Street, Sandbaai.

*Improvements:* Dwelling: Lounge, dining-room, kitchen, two bedrooms, bathroom/toilet and garage (not guaranteed), held by Deed of Transfer 75774/88.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 18,25% (eighteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow on 29 August 1996.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road; P.O. Box 713, Parow, 7500, [Tel. (021) 92-6017.] (Ref. Z00360/WS/Mrs Wolmarans.)



Case No. 546/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BREDASDORP HELD AT BREDASDORP

**In the matter between SBDC, Judgment Creditor, and F. E. HILL, First Judgment Debtor,  
J. R. HILL, Second Judgment Debtor, and F. H. HILL, Third Judgment Debtor**

In pursuance of judgment granted on 15 September 1995, in the Bredasdorp Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 25 October 1996 at 11:00, at 35 Brand Street, Bredasdorp, to the highest bidder:

*Description:* Erf 30, Bredasdorp, in the Municipality and Division of Bredasdorp, Province of Western Cape, in extent seven hundred and forty-nine (749) square metres.

*Postal address:* 35 Brand Street, Bredasdorp.

*Improvements:* Held by the Defendant in his name under Deed of Transfer T1895/1972.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.
3. The purchaser shall be liable for payment of interest to the execution creditor and to the Bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
4. Transfer shall be 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, P.O. Box 102, Bredasdorp.

Dated at Parow on 22 August 1996.

N. Rathbone, for Pienaar Posthumus & Rathbone, Plaintiff's Attorneys, First Floor, Cape of Good Hope Bank Building, 120 Voortrekker Road; P.O. Box 702, Parow, 7500. [Tel. (021) 930-2124/5.] (Ref. NR/AR/G00104.)

Case No. 4294/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD

**In the matter between UNITED BANK LTD, Plaintiff, and Mr S. S. MACEBE, Defendant**

The following property will be sold in execution by public auction held at 3 Jansen Road, Bothasig, to the highest bidder on Thursday, 10 October 1996 at 12:00:

Erf 2961, Milnerton, in extent 595 square metres, held by T58651/1995, situated at 3 Jansen Road, Bothasig.

*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 of the Court, Goodwood.
2. The following information is furnished but not guaranteed: Asbestos roof, brick walls, lounge, kitchen, bedroom, single garage and swimming-pool.
3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 20,5% (twenty comma five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 23rd day of August 1995.

Buchanan Boyes Attorneys, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town.

Case No. 16467/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**NEDCOR BANK LIMITED, versus estate late BUKOSIBAKHE MUNYU and  
surviving spouse: VIVIAN NOSINDA MUNYU**

The property Erf 18794, Khayelitsha, situated in the area of the City Council of Lingeletu West, Administrative District of The Cape, in extent 477 square metres, situated at 7 Inkosazana Crescent, Bongweni, Khayelitsha.

*Improvements* (not guaranteed): Single dwelling under asbestos tiled roof consisting of approximately three bedrooms, lounge/kitchen and bathroom/toilet/hand basin en suite.

*Date of sale:* 3 October 1996 at 10:00.

*Place of sale:* Magistrate's Court, Mitchells Plain.



*Material conditions:* The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale; 10% (ten per centum) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain, Khayelitsha, at Industrial Centre, Unit 5, Bravo Road, Beacon Valley, Mitchells Plain.

Dated at Claremont this 27th day of August 1996.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Saak No. 953/95

IN DIE LANDDROSHOF VIR DIE DISTRIK GORDONIA GEHOU TE UPINGTON

In die saak tussen **STANDARD BANK VAN SUID-AFRIKA BEPERK, Eiser, en**  
**mnr. HENDRIK CORNELIUS VAN NIEKERK, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word op Vrydag, 27 September 1996 om 10:00, voor die Kantore van die Bestuursraad van Rietfontein, Loubosweg 53, Rietfontein, Mier van die ondervermelde 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 125, Rietfontein-dorp, geleë in die landelike gebied, Mier, afdeling Gordononia, provinsie Noord-Kaap, groot 768 vierkante meter, onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Grondbrief T1466/1994.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit voorportaal, kantoor en winkelarea.

*Terme:* Die koper sal 10% (tien persent) 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.

Gedateer te Upington op hierdie 23ste dag van Augustus 1996.

Lange Joubert Carr & Blaauw, Prokureurs vir Eiser, Posbus 6/Schröderstraat 26, Upington, 8800. Die Balju, Posbus 312, hoek van Vooruit- en Karakoelstraat, Upington, 8800.

Case No. 24681/92

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 JACOBUS JOHANNES DE GOEDE**

The following property will be sold in execution by public auction held at 4 Houtman Street, Tygerhof Estate, Milnerton, to the highest bidder on 1 October 1996 at 12:30:

Erf 18581, Cape Town, at Rugby, in extent 892 (eight hundred and ninety-two) square metres, held by Deed of Transfer T56129/91, situated at 4 Houtman Street, Tygerhof Estate, Milnerton.

*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 hall, lounge, dinette, two bedrooms, study, sunroom, kitchen, laundry, bathroom, shower, separate toilet, granny flat, lounge, bedroom, shower/toilet, two single garages.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19,25% (nineteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 26th day of August 1996.

A. L. N. Berrange, for Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel.419-6469.)

Case No. 1981/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**NEDCOR BANK LIMITED versus MAKOTOFIYA MARCUS BOTA, married in COP to NOZIE ALBERTINA BOTA**

The property 1507 Khayelitsha, situated in the Area of the Transitional Metropolitan Substructure of Lingeletu West, Division Cape, Western Cape Province:

In extent 162 square metres, situated at B708 Khayelitsha.

*Improvements* (not guaranteed): Single dwelling under an asbestos sheeting roof consisting of approximately bedroom, kitchen and bathroom/toilet/hand basin.

*Date of sale:* 3 October 1996 at 10:00.

*Place of sale:* Magistrate's Court, Mitchells Plain.

*Material conditions:* The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale; 10% (ten per centum) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain, Khayelitsha, at Industrial Centre, Unit 5, Bravo Road, Beacon Valley, Mitchells Plain.

Dated at Claremont the 27th day of August 1996.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

**Case No. 17648/96**

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 LEONORA WAREHAM, First Defendant, and BRENT WAREHAM, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 16 July 1996, the property listed hereunder, and commonly known as 44 corner of Southfield and Woodgate Roads, Plumstead, will be sold in execution at the premises on Tuesday, 8 October 1996 at 12:00, to the highest bidder:

Erf 72443, Cape Town, at Plumstead, in the Area of the Transitional Metropolitan Substructure for Cape Town, Cape Division, Western Cape Province, in extent 1 202 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 three bedrooms, lounge, kitchen, bathroom, toilet and garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 2nd day of August 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.2203.)

**Case No. 2765/92**

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 THOMAS DANIEL KLEIN, First Defendant, and ELLEN THELMA KLEIN, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Bellville and writ of execution dated 29 April 1992, the property listed hereunder, and commonly known as 117 Stroebel Street, Ravensmead, the chosen domicilium citandi et executandi in terms of Mortgage Bonds B44454/88 and B64122/88 will be sold in execution at the premises on Tuesday, 1 October 1996 at 10:00, to the highest bidder:

Erf 11476, Parow, situated in the Municipality of Parow, Cape Division in extent 471 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 four bedrooms, lounge, kitchen, bathroom, toilet and garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 25th day of July 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.912.)

**Case No. 10171/96**

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 RIZAAN SLAMDIEN, First Defendant, and JACQUELINE KAY SLAMDIEN, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Wynberg and writ of execution dated 17 April 1996, the property listed hereunder, and commonly known as 4 Blumenau Avenue, Southfield, will be sold in execution on Tuesday, 1 October 1996 at 10:00, to the highest bidder:

Erf 76064, Cape Town at Southfield, situated in the area of the Transitional Metropolitan Substructure of Cape Town, Division Cape, Province of the Western Cape in extent 603 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Double storey residence built of brick with tiled roof, comprising four bedrooms, lounge, kitchen, bathroom, toilet, garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 31st day of July 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.2147.)

**Case No. 6210/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Judgment Creditor, and CHRISTOPHER LANGEVELDT, First Judgment Debtor, and CELESTE CHERENE LANGEVELDT, Second Judgment Debtor**

In pursuance of a judgment granted on 24 April 1996, in the Mitchells Plain Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 15 October 1996 at 10:00, at 30 Phillipines Way, Portlands, Mitchells Plain, to the highest bidder:

*Description:* Erf 5165, Mitchells Plain, in the Municipality of Cape Town, in extent two hundred and eight (208) square metres.

*Postal address:* 30 Phillipines Way, Portlands, Mitchells Plain.

*Improvements:* Brick building, three bedrooms, kitchen, lounge, toilet and bathroom, held by the Defendant in his name under Deed of Transfer T58737/94.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.
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, 2 Mulberry Way, Strandfontein.

Dated at Athlone this 16th day of August 1996.

R. Ahmed, for Gihwala Abercrombie, Plaintiff's Attorneys, Second Floor, Kismet Plaza, Old Klipfontein Road, Athlone, 7764; P.O. Box 21, Athlone, 7760. [Tel. (021) 696-6319.]

**Saak No. 2509/95**

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

**In die saak tussen MEV. MARY TWALA, Eiser, en Mnr. STEVEN LUCAS, Verweerder**

Ingevolge 'n vonnis van bogenoemde Agbare Hof en lasbrief tot uitwinning, sal die ondergenoemde eiendom op die perseel van die eiendom self op Woensdag, 2 Oktober 1996 om 11:00, aan die hoogste bieder verkoop word:

Erf 12144, Worcester, geleë te Sohngelaan 82, Esselenpark, Worcester, in die munisipaliteit en afdeling Worcester, groot 578 (vyhonderd agt-en-sewentig) vierkante meter.

*Voorwaardes:* Die verkoping is onderhewig aan die betaling in kontant van ten minste 10% (tien persent) van die koopprys op die datum van verkoping en dat 'n bank- of bougenootskapwaarborg verskaf word binne 14 (veertien) dae vanaf die verkoopdatum vir die balans van genoemde koopprys.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan nou reeds nagegaan word by die kantoor van die Balju van die Landdroshof, Worcester.

Gedateer te Worcester op die 19de dag van Augustus 1996.

De Vries & Krouwkam, Prokureurs vir Eiser, Russellstraat 91, Worcester, 6850.

**Case No. 10817/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and LUTFI CUPIDO, First Defendant, and RASHIDA CUPIDO, Second Defendant, married in community of property to each other**

In the above matter a sale will be held on Tuesday, 8 October 1996 at 10:00, at the Court-house, Mitchells Plain, being Erf 8882, Mitchells Plain, in the Area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of the Western Cape, measuring one hundred and forty-six (146) square metres, held by the Defendants under Deed of Transfer T45178/1995.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling with brick walls under tiles, consisting of two bedrooms, lounge, kitchen, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain, and at the offices of the undersigned.

Dated at Mitchells Plain this 14th day of August 1996.

E. W. Domingo & Associates, Plaintiff's Attorneys, 21 Boekenhout Street, corner of Spine and Katdoring Roads, Eastridge, Mitchells Plain. (Tel. 391-3811.) (Ref. PS/mr.)

**Case No. 3806/95**

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and JEFFREY EDWARD LAKEY, First Defendant, and CARMEN MARION ROANNA LAKEY, Second Defendant, married in community of property to each other**

In the above matter a sale will be held on Wednesday, 2 October 1996 at 10:00, at the site 12 Blackdown Crescent, Beaconhill, Atlantis:

Erf 5428, Wesfleur, in the Atlantis Residential Local Area, Division Cape, measuring two hundred (200) square metres, held by Defendants under Deed of Transfer T5202/1995.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One-tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): Single dwelling with plastered walls under a tiled roof, consisting of two bedrooms, lounge, dining-room, kitchen, bathroom/toilet and no garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Malmesbury, and at the offices of the undersigned.

Dated at Grassy Park this 21st day of August 1996.

E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Tel. 706-2873/4/5.) (Ref. P. Snell/mr.)



Case No. 5215/95

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

**BOLAND BANK PKS LTD versus SADRUDDIN EBRAHIM KHAN**

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, 74 Leeubekkie Street, Lentegur, Mitchells Plain, 7785, on Tuesday, 1 October 1996 at 11:00:

Erf 26079, Mitchells Plain, in the Municipality of Cape Town, in extent 169 (one hundred and sixty-nine) square metres, held by Deed of Transfer T29696/90 and situated at 74 Leeubekkie Street, Lentegur, Mitchells Plain, 7785.

*Conditions of sale:*

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Mitchells Plain.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 24,5% (twenty four comma five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on this 19th day of August 1996.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z33135.)

Saak No. 6148/96

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eiser, en PAUL VINCENT BENNETT, Verweerder**

Ten uitvoering van die vonnis van die Landdroshof, Goodwood, gedateer 6 Julie 1996, sal die onroerende goed hieronder beskryf op Woensdag, 9 Oktober 1996 om 11:00, op die perseel te Fortuinweg 36, Elsiesrivier, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Baksteenwoonhuis met teëldak bestaande uit sitkamer, eetkamer, kombuis, badkamer met aparte toilet, drie slaapkamers, bedienekamer en twee motorhuise, ook bekend as Restant Erf 12170, Goodwood, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur van Goodwood, Kaapse afdeling, Wes-Kaap provinsie, groot 495 (vierhonderd vyf-en-negentig) vierkante meter, gehou kragtens Transport T85229/1994.

*Verkoopvoorwaardes:*

1. Die verkoping sal voetstoots geskied, onderworpe aan die voorwaardes van die transportaktenommer waaronder die eiendom gehou word.

2. Een tiende ( $\frac{1}{10}$ ) van die koopprys tesame met rente daarop teen 19,5% (negentien komma vyf persent) per jaar vanaf datum van verkoping tot op datum van registrasie van oordrag. Die koper moet voorts binne 14 dae na die verkoping die Vonnisskldeiser voorsien van 'n bank- of bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Eppinglaan, Elsiesrivier.

P. F. Vos, vir Visagie Vos & Vennote, Afslaer, Vasco Boulevard 181, Goodwood.

Gedateer te Goodwood hierdie 19de dag van Augustus 1996.

P. F. Vos, vir Visagie Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. [Tel. (021) 591-9221.] (Verw. PFV/A. Rudman/AB.22.)

Saak No. 5779/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen ABSA BANK BEPERK, handeldrywende as ALLIED BANK, Eiser, en M. J. PERZENS & E. BOOYSEN, Verweerders**

Ten uitvoering van die vonnis van die Landdroshof, Kuilsrivier, gedateer 26 Junie 1996, sal die onroerende goed hieronder beskryf op Woensdag, 9 Oktober 1996 om 09:00, by die Landdroshof, Kuilsrivier, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

'n Baksteenwoonhuis met asbestosdak bestaande uit twee slaapkamers, kombuis, sitkamer, badkamer en toilet, ook bekend as Waboomstraat 20, Eersterivier.

Erf 3348, Eersterivier, geleë in die Gebied van die Metropolitaanse Oorgangsubstruktuur van Melton Rose/Blue Downs, afdeling Stellenbosch, Wes-Kaap provinsie, groot 350 (driehonderd-en-veftig) vierkante meter, gehou kragtens Transportakte T46415/1995.

**Verkoopvoorwaardes:**

1. Die verkoping sal voetstoots geskied, onderworpe aan die voorwaardes van die transportaktenommer waaronder die eiendom gehou word.

2. Een tiende ( $\frac{1}{10}$ ) van die koopprys tesame met rente daarop teen 19,25% (negentien komma twee vyf persent) per jaar vanaf datum van verkoping tot op datum van registrasie van oordrag. Die koper moet voorts binne 14 dae na die verkoping die Vonniskskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Northumberlandweg 29, Bellville.

Afslaer, Balju van die Landdroshof, Northumberlandweg 29, Bellville.

Gedateer te Goodwood hierdie 21ste dag van Augustus 1996.

P. F. Vos, vir Visagie Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. [Tel. (021) 591-9221.] (Verw. PFV/a. Rudman/AB.17.)

**Case No. 1165/95**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Judgment Creditor, and JAN ZAS, First Judgment Debtor, and JACQUELINE LORRAINE ZAS, Second Judgment Debtor**

In pursuance of a judgment granted on 28 April 1995, in the Somerset West Magistrate's Court, the following property will be sold to the highest bidder on 8 October 1996 at 11:00, at 21 Eland Street, Macassar:

*Description:* Erf 3347, Macassar, situated in the Local Area of Macassar, Administrative District of Stellenbosch, in extent two hundred and eighty-one (281) square metres. *Postal address:* 21 Eland Street, Macassar.

*Improvements:* Dwelling: Lounge, kitchen, two bedrooms, bathroom, toilet and carport (not guaranteed), held by Deed of Transfer T58335/88.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 17,25% (seventeen comma two five per centum) from the date of sale to date of 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 Parow this 21st day of August 1996.

H. C. van Niekerk, vir Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

**Case No. 11181/95**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and EBRAHIM JACOBS, First Defendant, and SOMAYA ABRAHAMS, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 11 July 1996, the property listed hereunder, and commonly known as 2 Miami Way, Colorado Park, Mitchells Plain, will be sold in execution at the premises on Tuesday, 8 October 1996 at 11:00, to the highest bidder:

Erf 109, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Administrative Division of the Cape, in extent 338 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 three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain, Medical Suite 2, Westgate Mall, Weltevreden Valley, Mitchells Plain, 7785. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 29th day of July 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.2014.)

## Case No. 12310/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), formerly NATAL BUILDING SOCIETY LIMITED, Plaintiff, and KARRIEM DAVIDS, Defendant**

In pursuance of a judgment of the Magistrate's Court Mitchells Plain and writ of execution dated 19 July 1996, the property listed hereunder, and commonly known as Erf 2038, Weltevreden Valley, Mitchells Avenue, Weltevreden Valley, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Wednesday, 2 October 1996 at 10:00, to the highest bidder:

Erf 2038, Weltevreden Valley, in the Weltevreden Valley Local Area, Administrative District of the Cape, in extent 282 square metres.

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

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North, Medical Suite 2, Westgate Mall, Weltevreden Valley, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 6th day of August 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.2209.)

## Case No. 12309/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06.), formerly NATAL BUILDING SOCIETY LIMITED, Plaintiff, and SHAWN JEROME DAVIDS, First Defendant, and LUCRETIA ANN DAVIDS, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 19 July 1996, the property listed hereunder, and commonly known as 15 Sandbury Road, Woodlands, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Wednesday, 2 October 1996 at 10:00 to the highest bidder:

Erf 2012, Weltevreden Valley, in the Weltevreden Valley Local Area, Administrative District of the Cape, in extent 282 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 two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North, Medical Suite 2, Westgate Mall, Weltevreden Valley, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 6th day of August 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.2210.)

## Case No. 3637/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In die matter between ABSA BANK LTD (UNITED BANK DIVISION), Plaintiff, and ALFRED STEPHAN WILHELM (ADULT MALE), Defendant**

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 8 July 1996 the following property will be sold on 4 October 1996 at 12:00 at the property, namely Flat 17, Serabie Court, 11 Longfellow Street, Quigney, East London, to the highest bidder:

Section 17 (seventeen) as shown and more fully described on Sectional Plan SS10/1989, in the building or buildings known as Serabie Court, situated at Quigney, Municipality and Division of East London of which the floor area, according to the said sectional plan, is sixty-three (63) square metres in extent; and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Title ST10/1989 (17) subject to the conditions of title.

*Conditions of sale:*

1. The purchaser shall pay ten per centum (10%) of the purchase price at the time of the sale and the unpaid balance thereof together with interest to be secured by way of a bank or building society guarantee to the Plaintiff's conveyancers within fourteen (14) days of date of sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrate's Court as also to the provisions of the title deed.

3. The property shall be sold subject to any existing tenancy and if a bid is sufficient to meet the claim of the Execution Creditor the property shall be sold free of such warranty.

Subject to the foregoing, the purchaser shall be entitled to possession from the date of sale.

4. 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 prior to the sale.

5. The following information is furnished but not guaranteed: Lounge, dining-room, kitchen, two bedrooms and bath/w.c.

Dated at East London this 13th day of August 1996.

Sheriff of the Court, East London.

Russell Esterhuizen Nel & De Klerk, Plaintiff's Attorneys, 8 Graham Road, Southernwood, East London. (Ref. I. Russell.)

**Case No. 3638/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between ABSA BANK LTD (UNITED BANK DIVISION), Plaintiff, and  
ALFRED STEPHAN WILHELM (adult male), Defendant**

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 8 July 1996 the following property will be sold on 4 October 1996 at 12:00 at the property, namely, Flat 18, Serabie Court, 11 Longfellow Street, Quigney, East London, to the highest bidder:

Section 18 (eighteen) as shown and more fully described on Sectional Plan SS10/1989 in the building or buildings known as Serabie Court, situated at Quigney, Municipality and Division of East London of which the floor area, according to the said sectional plan, is twenty (20) square metres in extent; and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Title ST10/1989 (18) subject to the conditions of title.

*Conditions of sale:*

1. The purchaser shall pay ten per centum (10%) of the purchase price at the time of the sale and the unpaid balance thereof together with interest to be secured by way of a bank or building society guarantee to the Plaintiff's conveyancers within fourteen (14) days of date of sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrate's Court as also to the provisions of the title deed.

3. The property shall be sold subject to any existing tenancy and if a bid is insufficient to meet the claim of the Execution Creditor the property shall be sold free of such warranty.

Subject to the foregoing, the purchaser shall be entitled to possession from the date of sale.

4. 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 prior to the sale.

5. The following information is furnished but not guaranteed: Lounge, kitchen, one bedroom and bath/w.c.

Dated at East London this 13th day of August 1996.

Sheriff of the Court, East London.

Russell Esterhuizen Nel & De Klerk, Plaintiff's Attorneys, 8 Graham Road, Southernwood, East London. (Ref. Mr I. Russell.)

**Case No. 3429/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**ABSA BANK LIMITED, trading as UNITED BANK, versus BRIAN COLIN DE LILY and SHIREEN ANTHEA DE LILY**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Monday, 7 October 1996 at 10:00, to the highest bidder:

Erf 19641, Mitchells Plain, in extent 215 square metres, held by T919/1995, situated at 21 Cambridge Way, Portland, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, three bedrooms and bathroom/toilet.



2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 19,25% (one nine comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 149561/gt.)

#### Case No. 11661/93

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

**ABSA BANK LIMITED, trading as UNITED BANK, versus KAREL HERMAN KOCH and  
CHRISTINA WILHELMINA KOCH**

The following property will be sold in execution at the site of the property, 24 De Keur Avenue, Proteaville, Durbanville, Western Cape, on Wednesday, 9 October 1996 at 12:30, to the highest bidder:

Erf 1666, Durbanville, in extent 2 025 square metres, held by T17889/1992, situated at 24 De Keur Avenue, Proteaville, Durbanville, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Entrance, lounge, dining-room/family room, kitchen, laundry, three bedrooms, bathroom/toilet, shower/toilet, external toilet, double garage and swimming-pool.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 19,25% (one nine comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 135034/gt.)

#### Case No. 26040/95

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

**In the matter between CAPE OF GOOD HOPE BANK LTD, Judgment Creditor, and  
EBNIZA INVESTMENTS (PTY) LIMITED, Judgment Debtor**

In the execution of the judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held on Tuesday, 22 October 1996 at 14:00, and at the property of the following immovable property:

Erf 1164, Grassy Park, Cape Division, in extent 727 square metres, held by Deed of Transfer T31056/1986, situated at 14 Market Street, Grassy Park, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of value-added tax and the purchaser shall pay value-added tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One-tenth ( $\frac{1}{10}$ th) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed: A piece of vacant land measuring 727 square metres.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Wynberg and at the offices of the undermentioned auctioneers: Claremart Auctioneers, 21 Paarden Eiland Road, Paarden Eiland.

Herold Gie & Broadhead, Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk.)

Case No. 8068/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UITENHAGE HELD AT UITENHAGE

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and A. MOHAMMED, First Execution Debtor, and L. N. MOHAMMED, Second Execution Debtor**

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 18 July 1996 and in pursuance of an attachment in execution dated 1 August 1996 a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 3 October 1996 at 11:00, of the following immovable property situated at 25 Jones Street, Uitenhage:

Zoned Residential, being Erf 3068, Uitenhage, in the Area of Uitenhage Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 418 square metres, held by Ahmed Mohammed and Lorraine Nona Mohammed, under Deed of Transfer T26217/1979 and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached conventional dwelling under asbestos with lounge, four bedrooms, kitchen and two bathrooms.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

**Terms:** 10% (ten per centum) of the purchase price and 5% (five per centum) Sheriff's (auctioneer's) charges up to R30 000 and thereafter 3% (three per centum) to a maximum of R7 000 with a minimum of R260 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within fourteen (14) days from the date of the sale.

Dated at Uitenhage this 19th day of August 1996.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Case No. 45329/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and WILLIAM FREDERICKS, First Defendant, and RUBY NOLEEN FREDERICKS, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 15 February 1996 the property listed hereunder will be sold in execution on Friday, 27 September 1996 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 1862, Bloemendal, in the Municipality and Division of Port Elizabeth, measuring 311 square metres, situated at 17 Auburn Street, Bloemendal, Port Elizabeth.

**Conditions of sale:** The purchase price shall be payable as a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this 16th day of August 1996.

Brown Braude & Vlok Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. D. C. Baldie/ah.)

Case No. 5253/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and JONATHAN ANDREW BURROWS, First Defendant, and MARISA BURROWS, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 27 May 1996, the property listed hereunder, and commonly known as 12 Sacramento Road, Colorado Park, Mitchells Plain, will be sold in execution at the premises on Wednesday, 28 August 1996 at 11:00, to the highest bidder:

Erf 153, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Cape Division, in extent 356 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 three bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North, Rocklands Medical Centre, Park Avenue, Rocklands, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 25th day of June 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.1713.)

## Case No. 4923/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, versus VALENTINE PETRO DIERGAARD**

The following property will be sold in execution by public auction held by Kuils River Magistrate's Court, to the highest bidder on 2 October 1996 at 09:00:

Erf 4977, Eerste River, in the Area of the Transitional Metropolitan Substructure of Melton Rose/Blue Downs, Stellenbosch Division, Province of the Western Cape, in extent 381 (three hundred and eighty-one) square metres, held by Deed of Transfer T99219/93, situated at 11 Mayflower Street, Stratford Green, Eerste River.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, two bedrooms and bathroom/toilet.

3. *Payments:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 20,25% (twenty comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 29th day of July 1996.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

## Case No. 5054/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and DAVID JEROME CARELSE and MUREEN CARELSE, Defendants**

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Kuils River, on 8 October 1996 at 09:00:

Erf 2897, Blue Downs, situated in the Local Area of Blue Downs, Stellenbosch Division, in extent 330 square metres, also known as 46 Bolivia Street, Malibu Village, Eerste River.

*Conditions:*

1. The following information is furnished, but not guaranteed: Brick building under tiled roof with two bedrooms, kitchen, lounge and bathroom/toilet.

2. *Payment:* Ten per cent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *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 31st day of July 1996.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

## Case No. 0884/96

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

**In the matter between ELISE NIEMAN, born MEYER, Execution Creditor, and JOSEPH JOHANNES NIEMAN, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Simonstown dated 14 March 1996, and warrant of execution against immovable property dated 25 June 1996 the following property will be sold in execution at the site, being G7 Lakeview Court, Lakeside, Muizenberg, on Wednesday, 2 October 1996 at 11:00, to the highest bidder:

Section 7 (seven), as shown and more fully described on Sectional Plan SS172/ 1985, in the scheme known as Lakeview Court, in respect of the land and building or buildings situated at Muizenberg, in the area of the Transitional Metropolitan Substructure of Cape Town, of which section the floor area, according to the said sectional plan, is 103 (one hundred and three) square metres in extent, held by Deed of Transfer ST13376/1995, situated at and also known as G7 Lakeview Court, Lakeside, Muizenberg.



The following information is furnished *re* the improvements on the property though in this respect nothing is guaranteed: The property consists of a brick sectional title dwelling consisting of two bedrooms, lounge, bathroom, toilet and kitchen.

*Conditions of sale:*

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

2. (a) The purchaser, other than the bondholder, shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by bank or building society guaranteed cheque on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorneys, to be furnished to the Deputy Sheriff within 21 (twenty-one) days after the date of sale.

(b) The purchaser shall pay interest at the rate of 19,25% (nineteen comma two five per cent) per annum (or the ruling rate of interest applicable from time to time) on the balance of the purchase price or at such rate and on such amount of the mortgaged bond in favour of Saambou Bank Limited (whichever is the greater) from the date of sale to the date of payment.

3. The full conditions of the sale which will be read out by the Sheriff immediately prior to the sale may be inspected at the office of the Sheriff for the Magistrate's Court of Simonstown.

Dated at Muizenberg this 22nd day of August 1996.

Gerhard Klopper, for G. P. J. Klopper, Attorney for Judgment Creditor, Sawas Building, 146 Main Road, Muizenberg. (Tel. 788-1111/2.) (Ref. GK/ds/4259.)

Case No. 2681/96

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

**In the matter between FIRST NATIONAL BANK LTD, Plaintiff (Execution Creditor), and DEAN RUSSEL BROWN, First Defendant (First Execution Debtor), and ROSLYN ELIZABETH BROWN, Second Defendant (Second Execution Debtor)**

In pursuance of a judgment given in the Court of the Magistrate of Goodwood and a writ of execution dated 9 April 1996, a sale in execution will take place on Tuesday, 1 October 1996 at 11:45, at 17 Kasteel Street, Bothasig, of:

Certain Erf 8177, Milnerton, in the Area of the Transitional Metropolitan Substructure of Milnerton, Cape Division, Western Cape Province, measuring 595 (five hundred and ninety-five) square metres, held by the Execution Debtors under Deed of Transfer T65427/95.

The property is a single storey dwelling of brick walls under tiled roof comprising approximately lounge, kitchen, bathroom, garage and three bedrooms.

The sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. Ten per cent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance of the purchase price, together with interest thereon at the current building society rate, is to be paid against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Goodwood who shall be the auctioneer.

Dated at Cape Town this 15th day of August 1996.

T. A. Goldschmidt, for MacCallums, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/JJ/V55378.)

Case No. 25311/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**NEDCOR BANK LIMITED versus JOHN DANIEL LOUW, married in COP to MYRTLE JOAN LOUW**

The property Erf 26582, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 158 square metres, situated at 29 Blenheim Street, Rocklands, Mitchells Plain.

*Improvements* (not guaranteed): Semi-detached brick building with tiled roof consisting of approximately three bedrooms, lounge, kitchen and bathroom/toilet.

*Date of sale:* 4 October 1996 at 11:00.



*Place of sale:* 29 Blenheim Street, Rocklands, Mitchells Plain.

*Material conditions:* The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per centum) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain South, at 6 Mulberry Mall, Strandfontein Centre, Strandfontein.

Dated at Claremont this 20th day of August 1996.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

**Case No. 12908/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between NEDCOR BANK LTD, Plaintiff, and D. C. CHANDLER, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Mitchells Plain, and writ of execution dated 11 July 1996, the following property will be sold in execution on 2 October 1996 at 11:00, at 3 Highfield Road, The Leagues, Mitchells Plain:

Certain Erf 1382, measuring 428 square metres, held T35201/1995, consisting of three bedrooms, lounge, kitchen and bathroom/toilet.

The conditions of sale in execution can be inspected during office hours at the office of the Sheriff of the Court, Mitchells Plain North.

Dated at Cape Town on this 23rd day of July 1996.

Jan S. de Villiers & Son, Attorneys for Plaintiff, 16th Floor, BP Centre, No. 1 Thibault Square, Cape Town. (Ref. Mr Nel/G516.)

**Case No. 43921/94**

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

**In the matter between CENTRAL SUBSTRUCTURE OF THE CAPE METROPOLITAN AREA, Plaintiff, and EBRAHIM EVAN HULL, Defendant**

The following will be sold in execution on Tuesday, 8 October 1996 at 10:00, in front of the Magistrate's Court for the District of Wynberg to the highest bidder:

Erf 106965, Cape Town at Athlone, in extent five hundred and one (501) square metres, held by Deed of Transfer T23935/1990, situated at 10 Cavell Road, Greenvale, Cape.

1. The following improvements are reported but not guaranteed:

*Dwelling:* Double storey consisting of brickwalls under tiled roof, lounge/dining-room, six bedrooms, kitchen, bathroom and four toilets.

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 standard rate currently 17,25% (seventeen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer which amounts are to be secured by bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of its ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

Dated at Athlone this 2nd day of August 1996.

H. Mohamed & Associates, Attorneys for Plaintiff, corner of Klipfontein and Belgravia Roads, Athlone. (Ref. Coll/ML/sg15/56474/95.)

**Saak No. 6037/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en F & D STRAUSS, Eksekusieskuldenaar**

Ingevolge uitspraak van die Landdros van Kuilsrivier en lasbrief vir eksekusie teen goed gedateer 28 Junie 1996, sal die ondervermelde eiendom op 2 Oktober 1996 om 09:00, te Kuilsrivierhof aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere Erf 3856, Blue Downs in die gebied van die Metropolitaanse Oorgangsubstruktuur van Kaapstad in die Administratiewe Afdeling Stellenbosch, groot 294 vierkante meter gehou kragtens Transportakte T77532/94 bestaande uit drie slaapkamers, teëldak, sitkamer, kombuis, badkamer en toilet.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Kuilsrivier nagesien word.

Gedateer te Kaapstad op 1 Augustus 1996.

Jan. S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP-sentrum, Thibaultplein 1, Kaapstad.  
(Verw. HS/G1850.)

**Case No. 10415/95**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between CALTEX OIL SA (PTY) LIMITED, Judgment Creditor, and Mr SALLIE ALLIE, Judgment Debtor**

The following will be sold in execution in front of the Court-house for the District of Kuils River, on 2 October 1996 at 10:00, to the highest bidder:

Erf 1092, measuring 450 square metres (four hundred and fifty square metres), held by T92494/94, situated at Wetton, in the Division of Transitional Metropolitan Substructure, also known as 25 Saratoga Avenue, Wetton.

1. The following improvements on the property are reported but nothing is guaranteed: Vacant land.

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 10% (ten per centum) 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 Kruger/143534.)

**Case No. 2229/94**

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

**In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, Plaintiff, and EDRIES CASSIEM, Defendant**

In pursuance of a judgment in the Magistrate's Court for the District of Wynberg and writ of execution dated 10 March 1994, the following property will be sold in execution to the highest bidder at 60 Berlin Square, Strandfontein Village, on Friday, 4 October 1996 at 10:00, to the highest bidder:

Certain Erf 37694, Mitchells Plain, situated in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of the Western Cape, in extent 220 square metres, held by Deed of Transfer T43365/93, also known as 60 Berlin Square, Strandfontein Village, consisting of residential dwelling built of brick walls and tiled roof consisting of three bedrooms, lounge, kitchen, bathroom and garage.

The conditions of sale may be inspected at the office of the Sheriff, Mitchells Plain and will be read prior to the sale, the material conditions are:

1. The sale shall be in terms of and subject to the Magistrates' Courts Act and rules.

2. Ten percent (10%) of the purchase price shall be paid at the time of the sale and the balance together with interest on the judgment creditor's claim at 16% (sixteen per cent) and on any preferent creditor's claim at the rate payable to such creditor from date of sale to date of transfer, guaranteed within 14 days of sale shall be paid on transfer.

3. The Purchaser is liable for Sheriff's commission, transfer costs and duty, costs of execution and any amount due on the property to any Local Authority.

4. Possession shall be taken on date of sale.

Dated at Claremont on the 6th day of August 1996.

Coulters van Gend & Kotze, Attorneys for Judgment Creditor, Second Floor, Norwich Life Terrace, 25 Protea Road, Claremont. (Ref. JVG/GS/AC: 13951.)

**Case No. 32882/93**

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

**In the matter between A. K. RATANJEE, Plaintiff, and EBRAHIMA ADAMS, First Defendant, and ANNEKE ADAMS, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Wynberg, the following will be sold in execution on 10 October 1996 at 10:00, in front of the Magistrate's Court for the District of Wynberg, to the highest bidder:

Erf 1078 (portion of Erf 576), Schaap Kraal, 350 (three hundred and fifty) square metres, held by Deed of Transfer T78436/91, situated at 36 Peridot Peacock Close, Pelican Park, single dwelling, brick walls, tiled, roof, three bedrooms, bathroom, toilet, lounge and kitchen.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of 10% (ten per cent) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale. The balance [plus interest at the current rate of 18,50% (eighteen comma five nought per cent) per annum, calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. C Silverwood/W24200.)

Saak No. 8942/95

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen **ABSA BANK BEPERK**, handeldrywende as **UNITED BANK**, Eksekusieskuldeiser, en **M. FLETCHER**, Eksekusieskuldenaar

Kragtens 'n vonnis van die Landdroshof op Uitenhage gedateer 21 September 1995, sal die ondergemelde eiendom verkoop word deur die Balju vir Landdroshof, Uitenhage-Suid, op Donderdag, 26 September 1996 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder. Die eiendom is ook bekend as:

*Gebied:* Residensieel.

*Te wese:* Erf 12330, Uitenhage, in die gebied Uitenhage Oorgangsraad, afdeling Uitenhage.

*Grootte:* 350 (driehonderd-en-vyftig) vierkante meter.

*Geleë te:* Egretstraat 19, Rosedale, Uitenhage.

*Gehou deur:* M. Fletcher.

*Onder:* Titelaakte T15120/1988, en onderhewig aan die voorwaardes daarin gemeld.

Die voorwaardes van verkoping sal onmiddellik voor die verkoping deur die Balju gelees word, en lê ter insae by die kantoor van die Balju vir die Landdroshof, Stockenstroomstraat 12, Uitenhage.

*Terme:* 10% (tien persent) van die aankoopprys en 5% (vyf persent) Balju (afslaer) se koste tot R20 000 en daarna 3% (drie persent) met 'n maksimum van R6 000 met 'n minimum van R200 in kontant ten tye van die verkoping; die balans teen registrasie van transport en verseker te word deur 'n waarborg van 'n bank- of bougenootskap of enige ander aanvaarbare waarborg, moet binne 21 (een-en-twintig) dae aan die Balju verskaf word vanaf datum van verkoping.

Gedateer te Uitenhage op hierdie 14de dag van Augustus 1996.

Le Roux, Cubitt & Cronjé, Prokureurs vir Eksekusie Eiser, Blenheimhuis, Bairdstraat 4, Uitenhage, 6230. (Verw. APLR/WH/Inv/mdv/UO2377.)

Case No. 30429/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

In the matter between **DONALD RHODES ANTHONY GODDINSON**, Plaintiff, and **JACOB ARENDSE**, First Defendant, and **RAHMAT ARENDSE**, Second Defendant

The following property will be sold in execution at the premises, being 99 Epping Avenue, Elsies River, to the highest bidder, on 10 October 1996 at 11:00:

99 Epping Avenue, Elsies River.

1. The following improvements are reported but not guaranteed: Single storey dwelling comprising asbestos roof, brick walls, lounge, kitchen, three bedrooms, bathroom, separate toilet and store-room.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 27% (twenty-seven per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer into the purchaser's name.

3. The purchaser will be liable to pay commission of 2% (two per cent) to the Deputy Sheriff and 5% (five per cent) to the auctioneer on the date of auction, immediately after the auction.

4. *Condition:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 8th day of August 1996.

J. L. Martinson & Co., 717 Grand Parade Centre, Adderley Street, Cape Town.

Case No. 8015/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UITENHAGE HELD AT UITENHAGE

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and V. F. STEYN, First Execution Debtor, and B. D. STEYN, Second Execution Debtor**

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 18 July 1996, and in pursuance of an attachment in execution dated 13 August 1996, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 3 October 1996 at 11:00, of the following immovable property situated at 5 Arend Street, Rosedale, Uitenhage:

*Zoned:* Residential.

Being Erf 9638, Uitenhage, in the area of Uitenhage Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 428 square metres, held by Victor Franklyn Steyn and Bettie Debora Steyn, under Deed of Transfer T22730/94, and subject to the conditions referred to therein.

The following improvements are situated on the property, although nothing in this respect is guaranteed: Single storey detached conventional dwelling under asbestos with lounge, two bedrooms, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the Office of the Sheriff for the Magistrate's Court, Uitenhage.

*Terms:* 10% (ten per cent) of the purchase price and 5% (five per cent) Sheriff's (auctioneer's) charges up to R30 000 and thereafter 3% (three per cent) to a maximum of R7 000 with a minimum of R260 in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within fourteen (14) days from date of the sale.

Dated at Uitenhage this 19th day of August 1996.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

Case No. 14502/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between COMBINED MORTGAGE NOMINEES (PTY) LTD, Plaintiff, and LOUIS VENTER, Defendant**

The following property will be sold in execution by public auction held at the premises, to the highest bidder on 4 October 1996 at 10:00:

Erf 2148, Strand, in extent 658 square metres, held by Deed of Transfer T29685/75, situated at Unit 1, 2, 5 and 6 Merlion Flats, corner of George and Gordon Streets, Strand.

1. The following improvements on the property are reported, but nothing guaranteed, namely a block of flats.

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 Supreme Court, Strand.

Dated at Cape Town on this 23rd day of August 1996.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Ref. T. M. Chase/BL/106258.)

Case No. 17837/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**NEDCOR BANK LIMITED versus J. D. J. LAKAY**

*The property:* Erf 134428, Cape Town, situated in the Municipality of Cape Town, Cape Division, in extent 118 square metres, situated at 24 Manlyn Walk, Pinati Estate, Lansdowne.

*Improvements* (not guaranteed): Single brick dwelling, asbestos roof, lounge, kitchen, bedroom, bathroom and toilet.

*Date of sale:* 3 October 1996 at 12:00.

*Place of sale:* 24 Manlyn Walk, Pinati Estate, Lansdowne.

*Material conditions:* The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per cent) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.



Saak No. 543/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen NBS BANK BEPERK, Eiser, en C. KEMP, Verweerder**

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier gedateer 8 Februarie 1995, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te De Eikelaan 11, Kuilsrivier, per publieke veiling te koop aangebied op 9 Oktober 1996 om 10:00:

Erf 173, Kuilsrivier, afdeling Stellenbosch, groot 1 368 vierkante meter, ook bekend as De Eikelaan 11, Kuilsrivier, gehou kragtens Transportakte T2922/81.

**Voorwaardes:**

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof van Kuilsrivier verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 18,25% (agtien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonniskskuldeiser asook belasting op toegevoegde waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

**Datum:** 2 Augustus 1996.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EKN446.)

Saak No. 760/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen NBS BANK BEPERK, Eiser, en H. B. en C. R. ADAMS, Verweerders**

Ingevolge 'n vonnis van die Landdroshof te Kuilsrivier, gedateer 21 Februarie 1994, en 'n lasbrief tot beslaglegging van onroerende eiendom, word die eiendom hieronder beskryf by die perseel te p.a. Landdroskantoor Kuilsrivier, per publieke veiling te koop aangebied op 9 Oktober 1996 om 09:00:

Erf 1692, Gaylee, afdeling Stellenbosch, groot 278 vierkante meter, ook bekend as Meterensingel 2, Dennewerf, Blackheath, gehou kragtens Transportakte T36380/87.

**Voorwaardes:**

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof van Kuilsrivier verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

3. (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 17,25% (sewentien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonniskskuldeiser asook belasting op toegevoegde waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof Kuilsrivier, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

**Datum:** 2 Augustus 1996.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EAN356.)

Case No. 22396/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**In the matter between NEDCOR BANK LIMITED, versus G. M. WEAVER**

*The property:* Erf 130304, Cape Town at Retreat, in the City of Cape Town, Division Cape, in extent 387 square metres, situated at 168 Concert Boulevard, Retreat.

*Improvements* (not guaranteed): Brick dwelling, lounge, kitchen, three bedrooms, bathroom, closed veranda and double carport.

*Date of sale:* 3 October 1996 at 14:00.

*Place of sale:* 168 Concert Boulevard, Retreat.

*Material conditions:* The sale will be voetstoots by public auction to the highest bidder, the purchase price payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per cent) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 57284/91

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**In the matter between NEDCOR BANK LIMITED, versus M. M. PEKA**

*The property:* Erf 1254, Grassy Park at Grassy Park, in the local area of Grassy Park, Division Cape, in extent 613 square metres, situated at 2 Faulman Road, Grassy Park.

*Improvements* (not guaranteed): Single-dwelling, brick walls, tiled roof, lounge, kitchen, three bedrooms, bathroom, toilet and servant's quarters.

*Date of sale:* 2 October 1996 at 12:00.

*Place of sale:* 2 Faulman Road, Grassy Park.

*Material conditions:* The sale will be voetstoots by public auction to the highest bidder, the purchase price payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per cent) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 10929/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK versus ESTER KAMALDIEN**

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Thursday, 3 October 1996 at 10:00, to the highest bidder:

Erf 21018, Mitchells Plain, in extent 179 square metres, held by T56699/1991, situated at 24 Botterkloof Street, Eastridge, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling, lounge, kitchen, two bedrooms and bathroom/toilet.

2. Payment: Ten per centum (10%) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,25% (nineteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 102848/gt.)

Saak No. 1602/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen KRAAIFONTEIN METROPOLITAANSE OORGANGSUBSTRUKTUUR, Eiser en  
R. E. G. GOSS, Verweerder**

Kragtens 'n uitspraak van bogemelde Agbare Hof en lasbrief tot eksekusie, sal die ondervermelde onroerende eiendom per openbare veiling verkoop word op 3 Oktober 1996 om 12:45, op die perseel te Durbanvillestraat 35, Kraaifontein:

Die onroerende eiendom te koop, staan bekend as: Erf 1201, Kraaifontein, in die gebied van die Metropolitaanse Oorgangsubstruktuur, Kraaifontein, afdeling Paarl, provinsie Wes-Kaap, groot 595 (vyfhonderd vyf-en-negentig) vierkante meter, gehou kragtens Transportakte T10399/1990, synde 'n woonhuis bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer en motorhuis.

*Verkoopvoorwaardes:*

1. Die verkoping sal voetstoots geskied, onderworpe aan die bepalings van die Wet op Landdroshof, Wet No. 32 van 1944, soos gewysig asook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Een tiende ( $\frac{1}{10}$ ) van die koopprys moet by wyse van kontant of bankgewaarborgde tjek betaal word onmiddellik nadat die eiendom verkoop verklaar is, terwyl die balans van die koopprys tesame met rente daarop teen die koers bepaal deur Ordonnansie 20 van 1974, vanaf datum van verkoping tot datum van registrasie van oordrag, in kontant betaal moet word teen registrasie van oordrag. Die koper moet voorts binne veertien (14) dae na die verkoping, Vonnisskuldeiser voorsien van 'n bank- of bouverenigingwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

3. Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tye van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die afslaer, I. J. Hugo, Balju Landdroshof, Northumberlandstraat 29, Bellville.

Geteken te Kraaifontein op hierdie 30ste dag van Julie 1996.

J. T. Potgieter, vir Smit Kruger & Potgieter, Brightonweg 50, Kraaifontein. (Verw. JP/RE/Z03752.)

Case No. 4790/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILSRIVIER HELD AT KUILSRIVIER

**In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, versus MARTHINUS ALBERTUS DEYZEL, and  
DEBRA ANN DEYZEL**

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, 6 Bealer Road, Kraaifontein, 7570 on Thursday, 3 October 1996 at 12:00:

Erf 7231, Kraaifontein, in the Transitional Metropolitan Substructure of, in extent 540 (five hundred and forty) square metres, held by Deed of Transfer T34865/95 and situated at 6 Bealer Road, Kraaifontein, 7570.

*Conditions of sale:*

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom, servant's room and garage.

3. Payment: 10% (ten per cent) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 19,25% (nineteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days to the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on 2 August 1996.

G. Visser vir Malan Laàs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville [Tel. (021) 946-3165.] (Ref. GJV/SG Z00475.)

Saak No. 528/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK GRABOUW GEHOU TE GRABOUW

**In die saak tussen STANDARD BANK VAN SUID-AFRIKA BEPERK, Eiser, en RACHEL KATRINA SYSTER, Verweerder**

Ingevolge 'n vonnis gegee deur die Landdroshof Grabouw, op 23 Februarie 1996, en 'n lasbrief vir uitvoering uitgereik op 23 Februarie 1996 sal die eiendom bekend as:

Erf 1747, Grabouw, in die Munisipaliteit van Grabouw, afdeling Grabouw, groot 248 (tweehonderd agt-en-veertig) vierkante meter, gehou kragtens Transportakte T13917/1991 en ook beter bekend as Russelstraat 271, Pineview, Grabouw verbeter met 'n woonhuis, in eksekusie verkoop word op 11 Oktober 1996 om 11:00, te die bogenoemde adres op die terme en voorwaardes wat onmiddellik voor die verkoping uitgelees sal word en wat intussen by die kantoor van die Balju van die Landdroshof, Caledon en by die kantore van die ondergetekende nagegaan mag word. Die wesentlike terme en voorwaardes van die verkoping is as volg:

1. Die koper sal 10% (tien persent) van die koopprys onmiddellik na die verkoping betaal en sal 'n bank of bougenootskap waarborg wat deur die Eiser se prokureurs aanvaarbaar is, verskaf vir die uitstaande koopprys en rente daarop binne 14 dae na die datum van verkoping.



2. Benewens die koopprys sal die koper alle koste van die Raad ten opsigte van agterstallige eiendomsbelasting en boetes sowel as invorderingskommissie, indien enige, tesame met rente aan die Eiser op die kapitale bedrag bereken teen 22% (twee-en-twintig persent) per jaar vanaf datum van verkoop tot datum van registrasie van oordrag, beide datums ingesluit, betaal.

3. Die verkoop is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe en die reëls daarkragtens uitgevaardig.

4. Dit word beweer dat die volgende verbeteringe op die eiendom is, maar niks word in hierdie opsig gewaarborg nie; 'n woonhuis.

Gedateer te Grabouw op hierdie 25ste dag van Julie 1996.

B. D. le Roux, vir Claughton le Roux & Wehmeyer, Hoofstraat, Grabouw.

**Case No. 763/96**

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

**In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, versus MARK ANTHONY RAYNARD and ELVIRA SOPHIA RAYNARD**

The following property will be sold in execution by public auction held at 410 Church Street, Fisherhaven, Hermanus, to the highest bidder on 4 October 1996 at 14:00:

Erf 410, Fisherhaven, in the Greater Transitional Local Council of Hermanus, Caledon Division, Province of the Western Cape, in extent 1 487 (one thousand four hundred and eighty-seven) square metres, held by Deed of Transfer T24220/95, situated at 410 Church Street, Fisherhaven, Hermanus.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms, bathroom/shower/toilet and single garage.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 20,25% (twenty comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 13th day of August 1996.

A. L. Berrange, for Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

**Case No. 19048/96**

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

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Judgment Creditor, and FAIZIL FORTUIN, Judgment Debtor**

In pursuance of a judgment granted on 19 June 1996, in the Wynberg Magistrate's Court, the following property will be sold to the highest bidder on 17 October 1996 at 14:00, at 10 and 12 Bath Road, Wynberg:

*Description:* Erf 69054, Cape Town at Wynberg in the Municipality of Cape Town, Cape Division, in extent 282 (two hundred and eighty-two) square metres.

*Postal address:* 10 and 12 Bath Road, Wynberg.

*Improvements:* Two semi-detached dwellings; each: Lounge/dining-room, kitchen, two bedrooms and bathroom/toilet (not guaranteed).

Held by Deed of Transfer 13824/94.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 18,25% (eighteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 13th day of August 1996.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]



**Case No. 3075/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, Plaintiff, and NICO RIAAN TITUS and ISABELLA TITUS, Defendants**

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Kuils River, on 9 October 1996 at 09:00:

Erf 1140, Hagley, in the Local Area of Blue Downs, Division Stellenbosch, in extent 325 square metres, also known as 37 Queen Guinevere Street, Blue Downs.

*Conditions:*

1. The following information is furnished, but not guaranteed: Dwelling with two bedrooms, kitchen, lounge and bathroom.
2. *Payment:* Ten percent (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed-cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. *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 4th day of August 1996.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

**Case No. 43704/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,  
TODD STREET, PORT ELIZABETH**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and NOKWAYIYO AGNES APRIL, Defendant**

In pursuance of a judgment in the Court of the Magistrate in the District of Port Elizabeth, dated 19 January 1996, the property listed hereunder will be sold in execution on Friday, 27 September 1996 at 14:15, at the front entrance to the New Law Courts, North End, Port Elizabeth:

All the Defendant's right, title and interest in the leasehold in respect of Erf 2362, Kwadwesi, situated in the Municipality and Division of Port Elizabeth, measuring 286 square metres, situated at 19 Siqwana Street, Kwadwesi, Port Elizabeth.

*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 will be read immediately prior to the sale and may be inspected at the offices of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this the 13th day of August 1996.

Brown Braude & Vlok Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. Mr D. C. Baldie/ah.)

**Case No. 643/96**

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and ERIC BOOYSEN, First Defendant, and ZULEIGA BOOYSEN, married in community of property to each other, Second Defendant**

In the above matter a sale will be held on Tuesday, 1 October 1996 at 09:30, at the site being 33 Boston Way, Portlands, Mitchells Plain:

*Being:* Erf 14947, Mitchells Plain in the Area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, in the Province of the Western Cape, measuring one hundred and seventy-one (171) square metres, held by Defendants under Deed of Transfer T36062/1995.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): Brick building, two bedrooms, lounge, kitchen, toilet and bathroom.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain, and at the offices of the undersigned.

Dated at Mitchells Plain this 2nd day of August 1996.

E. W. Domingo & Associates, Plaintiff's Attorneys, 21 Boekenhout Street, Eastridge, Mitchells Plain. (Tel. 391-1485/3808.) (Ref. P. Snell/mr.)

**Case No. 4264/94**

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

**In the matter between ESKOM FINANCE COMPANY (PTY) LIMITED, Judgment Creditor, and OREKENG JOEL DIKGOSI, First Judgment Debtor, and KEHILWENYANE EDITH DIKGOSI, Second Judgment Debtor**

In pursuance of a judgment granted on 20 August 1994, in Kimberley Magistrate's Court, the following property will be sold to the highest bidder on 24 October 1996 at 10:00, at Kimberley Courthouse:

*Description:* Erf 464, Retswelele, in the Municipality of Galeshewe, Administrative District of Kimberley, in extent three hundred and twenty-four (324) square metres.

*Postal address:* 464 Bambani Street, Retswelele.

*Improvements:* Dwelling: Lounge, dining-room, family room, three bedrooms, bathroom, toilet, kitchen and garage (not guaranteed), held by Deed of Transfer 189/87.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the Auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 15,25% (fifteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow on 15 August 1996.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. W57189/HVN/Mrs Wolmarans.)

**Case No. 4999/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Judgment Creditor, and GASANT ABRAHAMS, First Judgment Debtor, and CHERYL RABIA ABRAHAMS, Second Judgment Debtor**

In pursuance of a judgment granted on 17 July 1996, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 14 October 1996 at 09:00, at Kuils River Court House:

*Description:* Erf 876, Blue Downs in the Lower Kuils River, 1 Local Area, Stellenbosch Division, in extent 386 (three hundred and eighty-six) square metres.

*Postal address:* 54 Velvet Crescent, Tuscany Glen.

*Improvements:* Dwelling three bedrooms, lounge, diningroom, kitchen, bathroom, toilet and main ensuite (not guaranteed), held by Deed of Transfer 33849/90;

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 19,25% (nineteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 15th day of August 1996.

H. C. van Niekerk, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z60196/HVN/Mrs Wolmarans.)

## Case No. 5001/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, Judgment Creditor, and THOMAS SAAYMAN, First Judgment Debtor, and BERENICE AMANDA THOMPSON, Second Judgment Debtor**

In pursuance of a judgment granted on 6 June 1996, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 14 October 1996 at 09:00, at Kuils River Court House:

*Description:* Erf 3365, Eerste River in the area of the Metropolitan Substructure of Melton Rose/Blue Downs, Stellenbosch Division, in extent 360 (three hundred and sixty) square metres.

*Postal address:* 26 Witels Street, Eerste River.

*Improvements:* Dwelling two bedrooms, lounge, kitchen, bathroom and toilet (not guaranteed), held by Deed of Transfer 61643/95.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 19,25% (nineteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 15th day of August 1996.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, 101 Parow Chambers, 121 Voortrekker Road, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z00430/WS/Mrs Wolmarans.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between (1) FIRST NATIONAL BANK OF S.A. LIMITED, trading as FIRSTCARD (Case No. 10406/95), Plaintiff, and GAIL CHARLEEN DE VILLIERS, Defendant, and (2) FIRST NATIONAL BANK OF S.A. LIMITED, trading as FIRSTCARD (Case No. 10407/95), Plaintiff, and HENRY ARTHUR DE VILLIERS, Defendant**

In pursuance of judgments granted by the above Honourable Court the following property will be sold in execution by the Deputy Sheriff of the Court, Mitchells Plain, on 1 September 1996 at 10:30, at 67 Kunene Way, Portlands, Mitchells Plain:

Certain Erf 4438, in the area of the Transitional Metropolitan Substructure, Cape Division, Western Cape Province, in extent 207 (two hundred and seven) square metres, held by Deed of Transfer T30293/1987, situated at 67 Kunene Way, Portlands, Mitchells Plain.

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

*Dwelling:* Single storey residence built in brick, comprising three bedrooms, lounge, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash of banked-guaranteed cheque at the time of the sale and the balance plus interest at the current rate of 18,25% p.a. calculated and capitalized monthly in advance from the date of sale to the date of registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 (fourteen) days of sale.

2. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 25th day of July 1996.

C. B. Niland, Seventh Floor, United Bank Building, 118 St George's Mall, Cape Town, 8001.

## Saak No. 3834/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

**In die saak tussen METROPOLITAN LEWENS BPK., Eksekusieskuldeiser, en C. MAARMAN, Eerste Eksekusieskuldenaar, en A. B. MAARMAN, Tweede Eksekusieskuldenaar**

Ingevolge uitspraak van die Landdros van Mitchells Plain en lasbrief vir eksekusie teen goed gedateer 28 Februarie 1996, sal die ondervermelde eiendom op 3 Oktober 1996 om 10:00, te Mitchells Plain Court-house aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere Erf 27279, groot 160 vierkante meter, gehou T55554/1994, bestaande uit skakelhuis, baksteenmuur, geteëld dak, twee slaapkamers, badkamer, sitkamer en toilet.

Die voorwaardes van verkoop mag gedurende kantoorure by die Kantoor van die Balju vir die Landdroshof, Mitchells Plain, nagesien word.

Gedateer te Kaapstad op 24 Julie 1996.

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP-sentrum, Thibaultplein 1, Kaapstad. (Verw. RP/-F15239.)

Case No. 22613/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,  
TODD STREET, PORT ELIZABETH

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MATHYS DANIEL POTGIETER, Defendant**

In pursuance of a judgment dated 10 May 1996, and an attachment on 5 July 1996, the right of leasehold to the following property will be sold by public auction on Wednesday, 2 October 1996 at 11:00, at 11 Adelaide Avenue, Bridgemeade, Port Elizabeth:

Erf 765, Parsons Vlei, in the Municipality and Administrative District of Port Elizabeth, in extent 840 square metres, situated at 11 Adelaide Avenue, Bridgemeade, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached conventional dwelling under a tiled roof, consisting of three bedrooms, one and a half bathrooms, lounge, kitchen and garage.

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% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale. Sheriff's charges [2,5% (two point five per cent) on first R30 000 (thirty thousand rand) and thereafter 1.5% (one point five per cent) with a minimum of R260 (two hundred and sixty rand) and a maximum of R4 000 (four thousand rand)] and auctioneer's charges (4.5%) plus VAT in both cases are also payable on date of sale.

Dated at Port Elizabeth on this 29th day of August 1996.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case No. 16465/96

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

**In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and SARAH MAGDALENA JAGERS, Judgment Debtor**

The undermentioned property will be sold in execution at the premises at 538 Erasmus Street, Bellville South, on 17 October 1996 at 12:00:

Erf 25738, a portion of Erf 14646, Bellville, situated in the Area of the Tygerberg Substructure, Cape Division, Western Cape Province, in extent 293 (two hundred and ninety-three) square metres, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules.

10% (ten per cent) of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Bellville, and will be read out by the auctioneer prior to the sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/lvs/00088.)

Saak No. 263/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

**In die saak tussen PETER'S AGENCIES, Eiser, en S. POONAWASY, Verweerder**

Kragtens 'n vonnis en lasbrief vir eksekusie van bogemelde Agbare Hof gedateer 23 Februarie 1996, sal die ondergemelde eiendom per publieke veiling verkoop word, op Donderdag, 26 September 1996 om 10:00, voor die Landdroskantore, Kimberley, onderhewig aan die verkoopvoorwaardes wat deur die Balju van Kimberley, voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopvoorwaardes 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 23901, Kimberley, geleë in die stad en distrik Kimberley, groot 224 (tweehonderd vier-en-twintig) vierkante meter, geregistreer in naam van die Verweerder en bekend as Communityweg 5, Floors, Kimberley.

**Voorwaardes:**

1. Betaling van 10% (tien persent) 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 bouverenigingwaarborg en welke waarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word.

2. Afslaerskommissie teen 5% (vyf persent) van die bruto verkoopprys is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Gedateer te Kimberley op hierdie 28ste dag van Augustus 1996.

Engelsman, Benade & Van der Walt, Prokureurs vir Eiser, Tweede Verdieping, Nedbankgebou, Chapelstraat, Kimberley. (Ref. mnr. Van Niekerk/zlr/P25.)



Saak No. 2593/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK STRAND GEHOU TE STRAND

**In die saak tussen NBS BANK BEPERK (Reg. No. 87/01384/06), Vonnisskuldeiser, en DEON SMIT EIENDOMME BK, Eerste Vonnisskuldenaar, en DEON SMIT, Tweede Vonnisskuldenaar**

Geliewe kennis te neem dat die ondergemelde onroerende eiendom in eksekusie verkoop sal word op 2 Oktober 1996 om 10:00, te Woonstel G6, Da Gama, Strand:

Geliewe verder kennis te neem dat die verkoopvoorwaardes vir inspeksie by die Balju van die Hof, Strand, ter insae sal lê en voor die verkoping uitgelees sal word.

Die volgende inligting word gegee maar nie gewaarborg nie. Die eiendom bestaan uit:

*Eiendomsbeskrywing:* Eenmanswoonstel, kombuis en badkamer.

Geliewe verder kennis te neem dat 10% (tien persent) van die koopprys in kontant op die dag van verkoping betaal moet word en die balans verseker moet word deur 'n bankwaarborg, welke gegee moet word binne 14 (veertien) dae na datum van verkoping.

Geteken te Strand op hierdie 27ste dag van Augustus 1996.

H. L. N. Joubert, vir Holder Boiskin & Joubert, Prokureur vir Skuldeiser, Van der Stelgebou, Gallowayplein, Strand, 7140.  
[Tel. (024) 53-1027.] (Verw. MB/NBS009/1.)

Case No. 123/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOUNT CURRIE HELD AT MATATIELE

**In the matter between CHARALAMBOS CHRISTODOULOU, Plaintiff, and J. M. FENNER, First Defendant, and G. L. FENNER, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate at Matatiele and the warrant of execution issued pursuant thereto on 23 April 1996, the immovable property described as:

Erf 901, Borough of Matatiele, situated at 4 Davis Avenue, Matatiele,

will be sold in execution on Friday, 4 October 1996 at 11:00, in front of the Magistrate's Court, Matatiele, 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 offices of Messrs Rogers & Morris, the Plaintiff's local attorneys, 110 Main Street, Matatiele.

The material terms and conditions of the sale are as follows:

1. (a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within fourteen (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 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 4% (four per centum) of the purchase price.

(e) The property shall be sold subject to any valid existing tenancy (if any).

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

Rogers & Morris, Plaintiff's Attorneys, 110 Main Street (P.O. Box 14), Matatiele, 4730.

Case No. 60/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MOUNT CURRIE HELD AT MATATIELE

**In the matter between A. BLAIKIE & CO (PTY) LTD, trading as FEDERATED TIMBERS, Plaintiff, and Mr G. L. FENNER, trading as MONOPOLY BUILDERS, Defendant**

In pursuance of a judgment in the Court of the Magistrate at Matatiele and the warrant of execution issued pursuant thereto on 19 March 1996, the immovable property described as:

Erf 901, Borough of Matatiele, situated at 4 Davis Avenue, Matatiele,

will be sold in execution on Friday, 4 October 1996 at 11:00, in front of the Magistrate's Court, Matatiele, 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 offices of Messrs Rogers & Morris, the Plaintiff's local attorneys, 110 Main Street, Matatiele.

The material terms and conditions of the sale are as follows:

1. (a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within fourteen (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 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 4% (four per centum) of the purchase price.

(e) The property shall be sold subject to any valid existing tenancy (if any).

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

Rogers & Morris, Plaintiff's Attorneys, 110 Main Street (P.O. Box 14), Matatiele, 4730.

**Case No. 13495/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between ALLIED, WYNBERG, a division of ABSA BANK LIMITED, Plaintiff, and EUGENE BENJAMIN, First Defendant, and BERNADETTE EDITH BENJAMIN, Second Defendant**

The following property will be sold in execution at the Mitchells Plain Court-house, on Wednesday, 16 October 1996 at 10:00, to the highest bidder:

Erf 25968, Mitchells Plain, in the area of the Transitional Metropolitan Substructure, Cape Town, Division of Western Cape Province, situated at 18 Kreupelhout Street, Lenteguur, Mitchells Plain, measuring 185 (one hundred and eighty-five) square metres, held by Title Deed T69271/95 dated 14 September 1995.

1. The following improvements are reported but not guaranteed.

2. *Payment:* A deposit of 10% (ten per cent) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 20,25% (twenty comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be reads out immediately prior to the sale and may be inspected at the office of the Sheriff.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z01560.)

**Case No. 1440/96**

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

**In the matter between UNITED BANK, a division of ABSA BANK LIMITED, Plaintiff, and RUDOLPH GERHARDUS MEYER, First Defendant, and DIANE VICKERS, Second Defendant**

The following property will be sold in execution at the site of the property, 12 Kelvin Close, Noordhoek, Cape Town, on Wednesday, 9 October 1996 at 14:00, to the highest bidder:

Erf 1951 Noordhoek, situated in the local area of Sunnyside Cape Division, situated at 12 Kelvin Close, Noordhoek, measuring (165) one hundred and sixty-five square metres, held by Title Deed T94995/94 dated 14 December 1994.

1. The following improvements are reported but not guaranteed:

2. *Payment:* A deposit of 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,25% (nineteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z01420.)

**Case No. 6389/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between FIRST NATIONAL BANK, Plaintiff (Execution Creditor), and JACOB WARIES, First Defendant, (First Execution Debtor), and SANDRA WARIES, Second Defendant (Second Execution Debtor)**

In pursuance of a judgment given in the Court of the Magistrate of Kuils River and a writ of execution dated 31 July 1996, a sale in execution will take place on Tuesday, 8 October 1996 at 13:00, at the premises of 11 Syringa Lane, Hillside, Blue Downs, Cape:

Certain Erf 3871, Blue Downs, situated in the local area of Lower Kuils River 1, Administrative District of Stellenbosch, measuring 297 (two hundred and ninety-seven) square metres, held by the Execution Debtor under Deed of Transfer T54836/88.

The property is a single-storey dwelling of brick walls under asbestos roof comprising approximately two bedrooms, lounge, bathroom, toilet and kitchen.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. Ten per cent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance of the purchase price, together with interest thereon at the current building society rate, is to be paid against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Kuils River who shall be the auctioneer.

Dated at Cape Town on this 26th day of August 1996.

T. A. Goldschmidt, for MacCallums, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/JJ/V56960.)

**Case No. 3315/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Execution Creditor, and GORDON RUBIN WATERBOER, First Execution Debtor, and JOSEPHINE JACQUELINE WATERBOER, Second Execution Debtor**

In execution of the judgment of the Magistrate's Court of Kuils River in the above matter, a sale will be held on Wednesday, 9 October 1996 at 09:00, in front of the Kuils River Magistrates Court-house:

Erf 6201, Blue Downs, in the local area of Blue Down, Division of Stellenbosch, situated at 6 Weaver Way, Electric City Blue Downs, measuring (368) three hundred and sixty-eight square metres, held by Title Deed T63271/94 dated 30 August 1994.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944 (as amended), the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by means of a bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee.

And subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Messenger of the Court, Kuils River, telephone number 948-8326.

Dated at Cape Town on this the 23rd day of August 1996.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z00037.)



## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en  
JAN DAVID SWART, Verweerder**

In navolging van 'n vonnis van bogemelde Agbare Hof gedateer 1 September 1994 en 'n lasbrief tot uitwinning van roerende goed gedateer 26 Augustus 1996, sal die ondergemelde onroerende eiendomme deur die Balju van die Hooggeregshof vir die distrik Vryburg per publieke veiling in eksekusie verkoop word aan die hoogste bieder voor die Landdroskantore te De Kockstraat, Vryburg, op Woensdag, 9 Oktober 1996 om 10:00:

Die eiendomme wat verkoop word, is die volgende:

Sekere Resterende gedeelte van die plaas Gembokspoor 314, geleë in die afdeling Mafeking, groot 959,1410 ha (nege-honderd nege-en-vyftig komma een vier een nil hektaar), gehou kragtens Transportakte T147/78 en T325/61.

*Informasie:* Die volgende informasie ten opsigte van die eiendom word verskaf, maar nie gewaarborg nie: 'n Onverbeterde stuk grond met 'n windpomp plus twee kampe en twee veesuipings.

Sekere Gedeelte 3 van die plaas Gembokspoor 314, geleë in die afdeling Mafikeng, groot 513,9192 ha (vyfhonderd en dertien komma nege een nege twee hektaar), gehou kragtens Transportaktes T147/78.

*Informasie:* Die volgende informasie ten opsigte van die eiendom word verskaf, maar nie gewaarborg nie: 'n Onverbeterde stuk grond met 'n dam, boorgat toegerus met monopomp en twee kampe en twee suipings.

Sekere Gedeelte 3, Burton (gedeelte van Gedeelte 1) van die plaas Langerust 313, geleë in die afdeling Mafikeng, groot 608,8329 ha (seshonderd en agt komma agt drie twee nege hektaar), gehou kragtens Transportaktes T147/78.

*Informasie:* Die volgende informasie ten opsigte van die eiendom word verskaf, maar nie gewaarborg nie: 'n Onverbeterde stuk grond.

Sekere Gedeelte 2 (Middelpunt) van die plaas Langerust 313, geleë in die afdeling Mafikeng, groot 778,5947 (sewehonderd agt-en-sewentig komma vyf nege vier sewe hektaar), gehou kragtens Transportaktes T147/78.

*Informasie:* Die volgende informasie ten opsigte van die eiendom word verskaf, maar nie gewaarborg nie: 'n Asbeswoning met staansinkdak, bestaande uit vier slaapkamers, aparte toilet, sitkamer, gesinskamer, kombuis, twee badkamers een met toilet, toilet en stort, studeerkamer, opwaskamer en kombuis. Vloerbedekking: Volvloermatte en novilon.

Sekere Resterende gedeelte van Gedeelte 1 (Oxendale) van die plaas Langerust 313, geleë in die afdeling Mafikeng, groot 513,9192 ha (vyfhonderd en dertien komma nege een nege twee hektaar), gehou kragtens Transportaktes T147/78.

*Informasie:* Die volgende informasie ten opsigte van die eiendom word verskaf, maar nie gewaarborg nie: 'n Onverbeterde stuk grond met 'n dam, kraal, suiping, windpomp en Eskomkrag wat aangelê is, maar nie gekoppel nie.

*Verkoopvoorwaardes:* Tien persent (10%) van die koopprys is betaalbaar onmiddellik na die verkoping tesame met afslaerskommissie en die balans teen registrasie van die eiendom in die naam van die koper, welke balans verseker moet word deur 'n goedgekeurde bank-, bouvereniging- of ander waarborg. Die eiendom word verkoop voetstoots en sonder waarborg en onderworpe aan die regte en voorkeurskuldeisers. Verdere verkoopvoorwaardes kan geïnspekteur word ten kantore van die Balju van die Hooggeregshof te Vryburg. Die Balju sal die keuse hê om die eiendomme afsonderlik of as 'n eenheid te verkoop.

Gedateer te Kimberley op hierdie 29ste dag van Augustus 1996.

Elliott, Maris, Wilmans & Hay, Prokureurs vir Eiser, Grondvloer, Cheapside, Posbus 179, Kimberley. (Verw. mnr. Haddad/rvr/H2298.)

Saak 10391/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

**In die saak tussen PROASH CREDIT CORPORATION, Eiser, en M. BOLTMAN, Verweerder**

Kragtens 'n vonnis en lasbrief vir eksekusie van bogemelde Agbare Hof gedateer 19 Januarie 1995, sal die ondergemelde eiendom per publieke veiling verkoop word op Donderdag, 3 Oktober 1996 om 10:00, voor die Landdroskantore, Kimberley, onderhewig aan die verkoopvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopvoorwaardes geïnspekteur 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 18077, Kimberley, geleë in die stad en distrik Kimberley, groot 330 (driehonderd-en-dertig) vierkante meter, geregistreer in naam van die Verweerder en ook bekend as Tritoniasingel 23, Pescodia, Kimberley.

*Voorwaardes:*

1. Betaling van 10% (tien persent) 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 bouverenigingwaarborg en welke waarborg binne 10 (tien) dae na die datum van die veiling verskaf moet word.



2. Afslaerskommissie teen 5% (vyf persent) van die bruto verkoopprys is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Geteken te Kimberley op hierdie 29ste dag van Augustus 1996.

Engelsman, Benade & Van der Walt, Prokureurs vir Eiser, Tweede Verdieping, Nedbankgebou, Chapelstraat, Kimberley, 8301. (Verw. mnr. Bode/gvdw/PRO40.)

**Case No. 30203/95**

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

**In the matter between LABIANCE BODY CORPORATE, Plaintiff/Execution Creditor, and  
Mr L. NAUDE, Defendant/Execution Debtor**

In pursuance of a judgment of the Magistrate's Court of Bellville and a warrant of execution dated 6 December 1995, the property listed hereunder and commonly known as 13 Labiance Centre, Carinus Street, Bellville, will be sold in execution at the premises on 30 October 1996 at 11:00, to the highest bidder:

A unit consisting of Sectional Plan SS139/1982, in the scheme known as Labiance Sentrum, in respect of the land and building or buildings situated at Bellville, in the area of the Transitional Metropolitan Substructure of Bellville of which the floor area, according to the said sectional plan is 68 (sixty-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.

The following improvements are reported to be on the property, but nothing is guaranteed: Two bedrooms, kitchen, bathroom and lounge.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Bell, 29 Northumberland Street, Bellville.

Dated at Cape Town on this 27th day of August 1996.

Syfret Godlonton-Fuller Moore Inc., Plaintiff's Attorneys, 10th Floor, NBS Waldorf, 80 St George's Mall, Cape Town, P.O. Box 695, Cape Town. (Tel. 24-7030.) (Fax. 24-5801.) (Ref. Coll/EO/77891.)

**Case No. 822/95**

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

**In the matter between FIDELITY BANK LIMITED, Plaintiff, and PETER JOSEPH PRINCE, First Defendant,  
and NELLIE PRINCE, Second Defendant**

In pursuance of a judgment of the above Honourable Court on 7 September 1995 and an attachment in execution dated 27 September 1995, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 27 September 1996 at 03:00:

Erf 9313, Bethelsdorp, in the Municipality and Administrative District of Port Elizabeth in extent 300 (three hundred) square metres, situated at 21 Glinxinia Avenue, Bethelsdorp Extension 34, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof comprising a lounge, kitchen, three bedrooms and a bathroom.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the Office of the Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 94 Main Street, Port Elizabeth, Telephone 55-1300.

*Terms:* 10% (ten per centum) and Deputy Sheriff's charges of 5% (five per centum) on the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000 (thirty thousand rand) up to a maximum fee of R7 000 (seven thousand rand) subject to a minimum of R260 (two hundred and sixty) on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Deputy Sheriff within 21 (twenty-one) days from the date of the sale.

Dated at Port Elizabeth on this 26th day of August 1996.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. AB/am/F067.)

Saak No. 9333/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

**In die saak tussen NEDCOR BANK BEPERK, Eiser, en REINETTE WOLFAARDT, Verweerder**

Ingevolge 'n vonnis van die Hof van die Landdros van Kimberley en 'n lasbrief vir eksekusie gedateer 15 September 1995, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder voor die Landdroskantoor, Kimberley, op Donderdag, 3 Oktober 1996 om 10:00:

Sekere Erf 24854, geleë in die stad en distrik Kimberley, groot 664 (seshonderd vier-en-sestig) vierkante meter, gehou kragtens Akte van Transport T5375/94, ook bekend as Derde Laan 3, Greenside, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis bestaande uit drie slaapkamers, badkamer, kombuis, eetkamer en sitkamer, maar niks word gewaarborg nie.

10% (tien persent) van die koopprys met Belasting op Toegevoegde Waarde daarop, indien van toepassing, en afslaersgelde tesame met Belasting op Toegevoegde Waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans met Belasting op Toegevoegde Waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Kimberley en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Case No. 18143/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between ROSMEAD PRIVATE SCHOOL, Plaintiff, and MRS S. PEDERSON, Defendant**

In pursuance of a judgment of the Magistrate's Court, Mitchells Plain and a warrant of execution dated 19 March 1996, the property listed hereunder and commonly known as 27 Tunny Crescent, Strandfontein, will be sold in execution on the premises on Thursday, 26 September 1996 at 11:00, to the highest bidder:

Erf 2134, Mitchells Plain, in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, in extent 278 (two hundred and seventy-eight) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Tiled roof, brick wall, four bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain, 2 Mulberry Way, Strandfontein, Mitchells Plain South.

Dated at Cape Town this 28th day of August 1996.

Syfred Godlonton-Fuller Moore Inc., Plaintiff's Attorneys, 10th Floor, NBS Waldorf, 80 St George's Mall; P.O. Box 695, Cape Town. (Tel. 24-7030.) (Fax. 24-5801.) (Ref. COLL/EO/77808.)

Case No. EL 283/96  
E.C.D. CAE No. 927/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(East London Circuit Local Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED (Reg. No. 62/00738/06), Plaintiff, and MTHETHELELI HEADMAN NGQUKUVA, Defendant**

In pursuance of a judgment granted in the Supreme Court (East London Circuit Local Division) and writ of execution dated 23 July 1996 by the above Honourable Court, the following property will be sold in execution on Friday, 27 September 1996 at 10:00, by the Sheriff of the Court, at 46D Beach Road, Nahoon, East London, of the property Erf 42996, East London, in extent 305 square metres, held by Deed of Transfer T5270/1995, commonly known as 92 Smithhill Road, Highway Gardens, East London:

*Description:* Entrance hall, lounge, dining-room, kitchen, three bedrooms, bath/w.c., single storey, garage and tiled roof.

*Conditions of sale:*

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Supreme Court Rules made thereunder and of the title deed insofar as these are applicable.

2. The purchase price shall be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. A substantial loan can be raised for an approved purchaser with prior approval.

3. Conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected at his office at 46D Beach Road, Nahoon, East London.

4. The Plaintiff or the Plaintiff's attorneys and/or the Sheriff of the Court do not guarantee any improvements or information.  
Signed at East London on this 14 August 1996.

Drake Flemmer & Orsmond Inc., Tewesbury House, 22 St James Road, Southernwood, East London. (Ref. M. B. Orsmond/RWS323/GO1307.)

**Case No. 3178/96**

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between NEDCOR BANK, Plaintiff, and WENDY MOIRA LE GOFF, First Defendant, and  
ANATOLE JACQUES LE GOFF, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at Erf 3189, Myoli Beach, Claude Urban, Sedgefield, on Thursday, 3 October 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 for the Supreme Court, 35 Market Street, Knysna:

Erf 3189, Sedgefield, in the area of the Transitional Local Council of Sedgefield, Division of Knysna, Western Cape Province, measuring 876 (eight hundred and seventy-six) square metres, held by Deed of Transfer T14477/95, also known as Erf 3189, Myoli Beach, Claude Urban, Sedgefield (hereinafter referred to as the property).

The following information is furnished re the improvements though in this respect nothing is guaranteed: Four bedrooms, two bathrooms, family room, lounge and kitchen.

There is also a garage.

*Terms:*

1. 10% (ten per centum) of the purchase price in cash or bank-guaranteed cheque 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 the sale.

2. Auctioneer's charges, payable on the day of the sale to be calculated as follows: 5% (five per centum) of 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 Cape Town this 30th day of August 1996.

Findlay & Tait Inc., Plaintiff's Attorneys, 60 St George's Mall, Cape Town. (Ref. G. I. Rushton/49223.)

**Case No. 4976/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as ALLIED BANK, versus GERT STUURMAN**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Tuesday, 8 October 1996 at 09:00, to the highest bidder:

Erf 1513, Kleinvlei, in extent 493 square metres, held by T61753/1987, situated at 16 Nebelia Street, Kleinvlei, Western Cape.

1. The following improvements are reported but not guaranteed: Incomplete dwelling, roof high.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,25% (nineteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 155153/gt.)

Case No. 8441/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UITENHAGE HELD AT UITENHAGE

**In the matter between NEDCOR BANK LIMITED (formerly NEDPERM BANK LTD) (formerly S.A. PERMANENT BUILDING SOCIETY), Execution Creditor, and N. NTSIKO, Execution Debtor**

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 14 August 1996 and in pursuance of an attachment in execution dated 19 August 1996, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 3 October 1996 at 11:00, of the following immovable property situated at 14 Sizani Street, kwaNobuhle:

*Zoned:* Residential.

*Being:* Erf 3209 (now Erf 9469), kwaNobuhle, in the area of Uitenhage Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 576 square metres, held by Ntlambululo Ntsiko, under Certificate of Registered Grant of Leasehold 3209/1, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached conventional dwelling under thatch roof with lounge, three bedrooms, kitchen, dining-room and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

*Terms:* 10% (ten per cent) of the purchase price and 5% (five per cent) Sheriff's (auctioneer's) charges up to R30 000 and thereafter 3% (three per cent) to a maximum of R7 000 (seven thousand rand) with a minimum of R260 in cash at the time of the sale; the balance against transfer to be secured by a bank, building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within fourteen (14) days from date of the sale.

Dated at Uitenhage this 27th day of August 1996.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S.A. Permanent Centre, Caledon Street, Uitenhage.

Saak No. 33056/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen DIE METROPOLITAANSE OORGANGSUBSTRUKTUUR VAN DURBANVILLE, Eiser, en  
A. M. OLIVER, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 10 Januarie 1996 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 1 Oktober 1996 om 13:30, op die perseel, naamlik Doordekraallaan 8, Kenridge, Durbanville, aan die hoogste bieder, onderhewig aan die volgende voorwaardes, en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 562, Kenridge, Durbanville, groot 867 (agthonderd sewe-en-sestig) vierkante meter, gehou kragtens Transportakte T85127/1994.

Die volgende inligting met betrekking tot die eiendom word verstrek, maar kan nie gewaarborg word nie: Die eiendom is verbeter met 'n woonhuis bestaande uit drie slaapkamers, twee badkamers, sitkamer, eetkamer, kombuis en enkelgarage.

*Verkoopvoorwaardes:*

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag tesame met rente daarop teen 20% (twintig persent) vanaf datum hiervan en betaalbaar teen registrasie van transport en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne 14 (veertien) dae na die verkoping verskaf moet word.

3. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju vir die Landdroshof, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Durbanville op hierdie 30ste dag van Augustus 1996.

E. Louw, vir Louw & Coetzee, Prokureur vir Eiser, Hoofweg 35, Posbus 146, Durbanville. (Tel. 96-3180/1.)



**Case No. 7515/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff,  
and ROBERT-ALEC-WAINE JUBBER, Defendant**

In pursuance of a judgment in the Court of the Magistrate of East London, and writ of execution dated 11 July 1996, the following property will be sold in execution on Friday, 4 October 1996 at 10:00, at 3 Adele Street, Regent Park, East London, to the highest bidder:

Erf 15027, East London, East London Transitional Local Council, Division of East London, Province of Eastern Cape, in extent 1 112 square metres, held under Deed of Transfer T260/1978, known as 3 Adele Street, Regent Park, East London.

1. The purchaser shall pay 10% (ten per cent) of the purchase price on the date of sale, and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder, and also subject to the provisions of the title deed.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys or the Sheriff of the Court, which conditions will be read out immediately before the sale.

4. The following particulars are furnished, but not guaranteed: Brick under tile dwelling consisting of entrance hall, lounge, dining-room, three bedrooms, sunroom, kitchen, bathroom/w.c./sh., shower/w.c., with single garage and outside w.c.

Dated at East London this 15th day of August 1996.

Abdo & Abdo, Plaintiff's Attorneys, Seventh Floor, Gasson Centre, Church Street, East London. (Ref. Mr D. A. Barter.)

**Case No. 8721/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between ABSA BANK LIMITED, Plaintiff, and NCEBA LESLIE MBILASE, First Defendant,  
and NOMFUNDO JACQUELINA MBILASE, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of East London, and writ of execution dated 19 July 1996, the following property will be sold in execution on Friday, 4 October 1996 at 10:00, in the foyer of the Magistrate's Court, Lower Buffalo Street, East London, to the highest bidder:

Erf 29517, East London (Gompo Town), Administrative District of East London, in extent 260 square metres, held under Deed of Transfer TL1285/1988, known as 42 Biyana Drive, Gompo, East London.

1. The purchaser shall pay 10% (ten per cent) of the purchase price on the date of sale, and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder, and also subject to the provisions of the title deed.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys or the Sheriff of the Court, which conditions will be read out immediately before the sale.

4. The following particulars are furnished, but not guaranteed: Brick under tile dwelling comprising lounge, dining-room, three bedrooms, kitchen, bath/w.c. and single garage.

Dated at East London this 30th day of August 1996.

Abdo & Abdo, Plaintiff's Attorneys, Seventh Floor, Gasson Centre, Church Street, East London. (Ref. Mr D. A. Barter.)

**Case No. 7203/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between ABSA BANK LIMITED, Plaintiff, and NOMALIZO FLORENCE SAM, Defendant**

In pursuance of a judgment in the Court of the Magistrate of East London, and writ of execution dated 22 July 1996, the following property will be sold in execution on Friday, 4 October 1996 at 09:30, at 7 Parkview Flats, Garden Street, East London, to the highest bidder:

A unit consisting of:

(a) Section 7 as shown and more fully described on Sectional Plan SS9/1989 in the scheme known as Park View, in respect of the land and building or buildings situated at East London, East London Transitional Local Council, of which the floor area according to the said sectional plan is 124 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST3198/1995, known as 7 Parkview Mansions, Garden Street, East London.

1. The purchaser shall pay 10% (ten per cent) of the purchase price on the date of sale, and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder, and also subject to the provisions of the title deed.

3. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys or the Sheriff of the Court, which conditions will be read out immediately before the sale.

4. The following particulars are furnished, but not guaranteed: Brick under tile dwelling comprising entrance hall, lounge, two bedrooms, kitchen, bath/w.c., enclosed balcony, carport and store-room.

Dated at East London this 30th day of August 1996.

Abdo & Abdo, Plaintiff's Attorneys, Seventh Floor, Gasson Centre, Church Street, East London. (Ref. Mr D. A. Barter.)

**Saak No. 6852/95**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

##### **In die saak tussen POLARAMA ICE CREAM DISTRIBUTORS & WHOLESALERS, Vonniskuldeiser, en SYDWELL MAKABONGWE MATSHOTYANA, Vonnisskuldenaar**

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Maandag, 14 Oktober 1996 om 10:00, te Landdroshof, Paarl:

Die reg van huurpag van Erf 1432, Mbekweni, in die munisipaliteit en afdeling Paarl, in die Wes-Kaap provinsie, groot 305 (driehonderd-en-vyf) vierkante meter, gehou deur die Vonnisskuldenaar kragtens Transportakte TL34896/1993 en geleë te T113, Phakaleuestraat, Mbekweni, 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 Landdroshof, Wet No. 32 van 1944, soos gewysig, en die reëls daaronder uitgevaardig en aan die voorwaardes vervat in die transportakte ten opsigte van die eiendom.

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 vonniskuldeiser, 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 belastinge en diensgelde en enige bykomende onkoste, insluitende B.T.W.

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, Paarl.

Gedateer te Paarl hierdie 13de dag van September 1996.

Van Wyk Fuchee Ingelyf, Prokureurs vir Vonnisskuldeiser, Standard Bankgebou, Lady Greystraat 45, Paarl.

**Saak No. 7814/95**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

##### **In die saak tussen G P VAN RHYN MINNAAR & KIE., Eiser, en mnr. CHARLES DE MONK, Verweerder**

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 15 Augustus 1995, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 10 Oktober 1996 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 16777, in die munisipaliteit Uitenhage en afdeling Uitenhage, groot 343 vierkante meter (driehonderd drie-en-veertig) vierkante meter, gehou kragtens Transportakte T21507/1995, geleë te Wagtailstraat 73, Rosedale, Uitenhage.

*Verbeterings:* 'n Gedeeltelike voltooide woonhuis met gebruiklike buitegeboue alhoewel geen waarborg in verband daarmee gegee word nie.

*Terme van voorwaardes:* Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping plus 4% (vier persent) Balju (afslaers) koste en vir die balans moet 'n aanneembare bank of bouverenigingwaarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

*Voorwaardes van verkoping:* Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, Bairdstraat 4, Uitenhage.

Gedateer te Uitenhage op die 27ste dag van Augustus 1996.

G. P. van Rhyn, Minnaar & Kie., Eerste Verdieping, Rhymingebou, Republiek Plein, Uitenhage. (Verw. C. T. A. Minnaar/yg/BV0128.)

**Saak No. 7917/95**

**IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY**

**In die saak tussen KIMBERLEY MUNISIPALITEIT, Eiser, en R. D. POPHAM, Verweerder**

Kragtens 'n uitspraak van die Hof van die Landdros, Kimberley, op 2 Augustus 1995, en lasbrief vir eksekusie sal die volgende eiendom in eksekusie verkoop word op Donderdag, 3 Oktober 1996 om 10:00, voor die Landdroskantoor, Kimberley, deur die Balju, Kimberley, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf 17728, Kimberley, geleë in die munisipaliteit en administratiewe distrik Kimberley, beter bekend as Begoniastraat 2, Kimberley, groot 313 vierkante meter, gehou kragtens Transportakte T532/94, onderworpe aan Verbandakte B453/94 ten gunste van Kimberley Munisipaliteit.

Die verkoopvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

Geteken te Kimberley op hierdie 2de dag van September 1996.

K. J. Spangenberg, vir Van de Wall & Vennote, Van de Wallgebou, Southeystraat, Kimberley, 8301.

**Case No. 4496/95**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Cape of Good Hope Provincial Division)

**In the matter between SMALL BUSINESS DEVELOPMENT CORPORATION, Plaintiff, and  
JAIME PLACIDO DE SOUSA, Defendant**

In pursuance of a judgment of the Supreme Court of South Africa and writ of execution dated 2 April 1996, the property listed hereunder and commonly known as 35 Rhodes Avenue, University Estate, Cape, will be sold in execution at the premises on Thursday, 3 October 1996 at 09:30, to the highest bidder:

Erf 14496, Cape Town, situated in the Municipality of Cape Town, Cape Division, in extent 415 square metres, held by Deed of Transfer T19220/1966 dated 16 September 1966.

The following improvements are reported to be on the property, but nothing is guaranteed: A residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom, toilet, garage and two store-rooms.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Supreme Court, Mandatum Building, Barrack Street, Cape Town.

Dated at Cape Town this 27th day of August 1996.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, St George's Mall, Cape Town. (Ref. IB/vdk/K.85.)

**Saak No. 1595/95**

**IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY**

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en I. D. SMITH, Verweerder**

In die gemelde saak sal 'n veiling gehou word op 3 Oktober 1996 om 10:00, op die plek te Begoniasingel 12, Proteapark, Atlantis, Erf 2566, Wesfleur, groot 756 vierkante meter, gehou deur die Verweerder kragtens Transportakte T91752 gedateer 1993.

*Verkoopvoorwaardes:*

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit asbesdak, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met toilet en dubbelmotorhuis.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die ondergetekende.

Gedateer te Goodwood op hierdie 2de dag van September 1996.

Van Zyl's, Prokureur vir Vonniskskuldeiser, Eerste Verdieping, M-Net-park, Neels Bothmastraat, N1 Stad, Goodwood. (Verw. JJVZ/lb/S07070.)

**Case No. 239/96**

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

**In the matter between SAAMBOU BANK LIMITED, Judgment Creditor, and DIRK JACOBUS THEART, First Judgment Debtor, and SONJA GEORGINA THEART, Second Judgment Debtor**

The undermentioned property will be sold in execution at the premises at Portion 50 (portion of Portion 6) of the farm Zandfontein 105, on 11 October 1996 at 13:00:

Portion 50 (portion of Portion 6) of the farm Zandfontein 105, West Coast, Peninsula Transitional Council, Division of Malmesbury, in extent 10,0939 (ten comma nought nine three nine) hectares, comprising vacant land.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules.

10% (ten per cent) of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Vredenburg, 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/hvdm/21546.)

**Case No. 12749/96**

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and D. SOLOMONS, First Defendant, and M. L. SOLOMONS, Second Defendant**

In pursuance of a judgment by the Court granted in the above suit, the following immovable property will on 27 September 1996 at 10:00, be sold in execution. The auction will take place at main entrance to the Magistrate's Court, First Avenue, East Ridge, Mitchells Plain, and the property to be sold is:

Erf 7399, Mitchells Plain, in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of the Western Cape, in extent 205 square metres, situated at 10 Comorent Street, Rocklands, Mitchells Plain.

The following information is furnished as to the improvements, though in this respect nothing is guaranteed: Semi-detached brick dwelling with tiled roof, consisting of three bedrooms, lounge, kitchen and bathroom with 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% (ten per cent) 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 26th day of July 1996.

L. C. de Swardt, for Mostert & Bosman, Attorney for Plaintiff, Second Floor, Leadership House, 40 Shortmarket Street; P.O. Box 1456, Cape Town. (Ref. L. C. de Swardt.)

**Case No. 14040/94**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS  
TODD STREET, PORT ELIZABETH

**In the matter between UNITED BANK, a Division of ABSA BANK LIMITED, Plaintiff, and NELLO VAN DE VYVER JANSEN, First Defendant, and MARIETTE JANSEN, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth dated 25 May 1994, and the warrant of execution dated 7 August 1996, the following property will be sold in execution, without reserve, to the highest bidder on 27 September 1996 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Portion 60 (portion of Portion 34) of the farm Gedults Rivier 411, Division of Uitenhage, in extent 6,2132 hectares, situated at 60 Marsellaise Road, Gedultsrivier, Port Elizabeth, held under Deed of Transfer T49446/84.



The following improvements on the property are reported, though in this respect nothing is guaranteed: A dwelling-house consisting of lounge, kitchen, family room, dining-room, four bedrooms, bathroom, separate w.c., en suite (bath/shower/w.c.) and triple garage.

A substantial building society bond can be arranged for an approved purchaser.

The full conditions of sale may be inspected prior to the date of sale at the offices of the Sheriff for the Magistrate's Court, Port Elizabeth South.

Dated at Port Elizabeth this 22nd day of August 1996.

I. Katz, for Burman Katz, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, Port Elizabeth, 6001. (Ref. I. Katz/ms UBX420.)

**Case No. 452/96**

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

**In the matter between ECONOWAY DEVELOPMENT CC, Plaintiff, and JUDITH ANDREW JAFTHA, First Defendant, and ELSIE JAFTHA, Second Defendant**

In pursuance of a judgment in the Magistrate's Court of Caledon, on 27 September 1996 at 11:00, the following immovable property will be sold in execution on the site being Erf 2225, Rosemary Street, Grabouw, Cape, to the highest bidder:

The remainder of Erf 2225, Grabouw, situated in the Municipality of Grabouw, Western Cape Province, in extent 330 (three hundred and thirty) square metres, held by Deed of Transfer T46024/1995.

The conditions of sale may be viewed during office hours at the offices of the Sheriff of CPA van Wyk Building, 26 Meul Street, Caledon.

Dated at Cape Town this 24th day of July 1996.

V. H. Ulyate, for Vaughan Ulyate & Associates, Attorneys for Plaintiff, Suite 301, Greenmarket Place, 54 Shortmarket Street, Cape Town, 8001.

**Saak No. 289/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK CALVINIA GEHOU TE CALVINIA

**In die saak tussen ABSA BANK BEPERK, Eiser, en H. N. JULIUS, Eerste Verweerder, en M. B. JULIUS, Tweede Verweerder**

Die volgende eiendom sal in eksekusie verkoop word op die perseel van die Landdroshof, Calvinia, op Dinsdag, 1 Oktober 1996 om 10:00, aan die hoogste bieder:

Erf 1367, Calvinia, in die gebied van Calvinia Bestuurskomitee, Afdeling Calvinia, groot 658 (seshonderd agt-en-vyftig) vierkante meter, gehou kragtens Transportakte T1537/95, geleë te Stiglinghstraat 36, Calvinia.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: Sit-/eetkamer, drie slaapkamers, badkamer en kombuis.

2. *Betaling*: 10% (tien per centum) van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans [plus rente teen die heersende koers van 18,25% (agtien komma twee vyf persent) per annum bereken op die Vonnisskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag] teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping afgelewer moet word.

3. Die Balju sal van enige bieder vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes*: Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Gedateer te Kaapstad op hierdie 29ste dag van Augustus 1996.

A. F. Brand, vir De Klerk & Van Gend, Prokureur vir Eiser, Volkskasgebou, Adderleystraat, Kaapstad, 8001.

**Saak No. 2197/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

**In die saak tussen ABSA BANK BEPERK, Eiser, en P. E. en G. M. HUGO, Verweerders**

Ter uitvoering van 'n vonnis van bogemelde Landdroshof gedateer 26 Julie 1996, in bogemelde aangeleentheid sal die eiendom, bekend as Waaierpalm 67, Stellenbosch, per publieke veiling aan die hoogste bieder verkoop word by Waaierpalm 67, Stellenbosch, op 15 Oktober 1996 om 09:30, 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, No. 32 van 1944, soos gewysig, asook onderworpe aan die bepalings van Wet No. 3 van 1966, soos gewysig, en Wet No. 36 van 1966, soos gewysig;

(b) een-tiende ( $\frac{1}{10}$ ) 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 belastinge 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 12420, Stellenbosch, in die munisipaliteit en afdeling van Stellenbosch, provinsie Wes-Kaap, groot 193 (eenhonderd drie-en-negentig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T50207/95 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Sitkamer, kombuis, twee slaapkamers en badkamer met kas).

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Stellenbosch op hierdie 29ste dag van Augustus 1996.

G. J. Erasmus, vir Cluver Markotter, SA Permanentegebou, Pleinstraat 4, Stellenbosch, 7600. (Verw. GJE/br/M9828.)

**Saak No. 2196/96**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

##### In die saak tussen ABSA BANK BEPERK, Eiser, en C. J. en R. DAMONSE, Verweerder

Ter uitvoerlegging van 'n vonnis van bogemelde Landdroshof gedateer 26 Julie 1996, in bogemelde aangeleentheid sal die eiendom, bekend as Waaierpalm 84, Stellenbosch, per publieke veiling aan die hoogste bieder verkoop word by Waaierpalm 84, Stellenbosch, op 15 Oktober 1996 om 09:00, 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, No. 32 van 1944, soos gewysig, asook onderworpe aan die bepalings Wet No. 3 van 1966, soos gewysig, en Wet No. 36 van 1966, soos gewysig;

(b) een-tiende ( $\frac{1}{10}$ ) 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 belastinge 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 12398, Stellenbosch, in die munisipaliteit en afdeling van Stellenbosch, provinsie Wes-Kaap, groot 212 (tweehonderd-en-twaalf), gehou kragtens Akte van Transport T50204/95.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Sitkamer, kombuis, twee slaapkamers en badkamer met kas.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Stellenbosch op hierdie 29ste dag van Augustus 1996.

G. J. Erasmus, vir Gluver Markotter, S.A. Permanentegebou, Pleinstraat 4, Stellenbosch, 7600. (Verw. GJE/br/M9827.)

**Case No. 1346/96**

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMONSTOWN HELD AT SIMONSTOWN

##### In the matter between N B S LIMITED (Reg. No. 87/01384/06), Judgment Creditor, and BRANDON ANDRE SCHILDER, First Execution Debtor, and DESIREE MERLE SCHILDER, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Simonstown, the following will be sold in execution on 9 October 1996 at 13:00, on site to the highest bidder:

Erf 155477 (Portion of Erf 155466), Cape Town at Lakeside, 238 (two hundred and thirty-eight) square metres, held by Deed of Transfer T93635/95, situated at 11 Lakefield, Lincoln Road, Lakeside.

Green tile roof, three bedrooms (ensuite), bath/toilet, lounge and kitchen—open plan.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of ten percent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance [plus interest at the current rate of 20,25% (twenty comma two five per centum) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Simonstown.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. C. L. Silverwood/Z01105.)

#### Case No. 5412/96

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

#### In the matter between **ABSA BANK LIMITED, Plaintiff, and JACOB AUGUST, First Defendant, and DEBORAH SUSAN AUGUST, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 9 October 1996, at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 4502 (Portion of Erf 182), Eerste River, 247 (two hundred and forty-seven) square metres, held by Deed of Transfer T50884/94, situated at 44 Atlantic Street, Condor Park, Eerste River, two bedrooms, bathroom/toilet, lounge and kitchen.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale.

The balance (plus interest at the current rate of 19,25% per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. C. Silverwood/Z01132.)

#### Case No. 2168/95

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

#### In the matter between **MUNICIPALITY OF CAPE TOWN, Plaintiff, and JACOBUS CUPIDO, Defendant**

The following will be sold in execution on 8 October 1996 at 10:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 1954, Mitchells Plain, 163 (one hundred and sixty-three) square metres, held by Deed of Transfer T58011/93, situated at 11 Nebulla Close, Rocklands, Mitchells Plain.

1. The following improvements are reported but not guaranteed: *Dwelling*: Tiled roof, brick walls, semi-detached, three bedrooms, bathroom/toilet, lounge and kitchen.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,50% (nineteen comma fifty per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. C. Silverwood/Z00621.)

#### Case No. 1232/96

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

#### In the matter between **NBS BANK LIMITED, Plaintiff, and IVAN PETER PETERSEN, First Defendant, and THELMA PETERSEN, Second Defendant**

In pursuance of a warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the Kuils River Magistrate's Court on Wednesday, 9 October 1996 at 09:00:

*Property*: Erf 5926, Blue Downs, situated in the Eastern Substructure, Division Stellenbosch, Province of the Western Cape, measuring 297 (two hundred and ninety-seven) square metres, held by Deed of Transfer T67614/1990 and subject to the conditions contained therein, more specifically known as 53 Carol Anne Way, Brentwood Park, Eerste River.

*Conditions of sale:*

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1994, as amended, and the title deeds in so far as same are applicable.
2. The property will be sold voetstoots to the highest bidder.
3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Dated this 3rd day of September 1996.

Kruger & Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref. H. P. M. Kruger/rm/NB0099.)

**Case No. 63983/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,  
TODD STREET, PORT ELIZABETH

**In the matter between ABSA BANK LIMITED, Execution Creditor, and MATTHEWS THORNTON STANLEY,  
Execution Debtor**

In pursuance of a judgment in the Magistrate's Court of the District of Port Elizabeth, dated 23 July 1996, the property listed hereunder will be sold in execution on Friday, 4 October 1996 at 14:15, at the front entrance to the New Law Courts, North End, Port Elizabeth:

Being Erf 918, Bloemendal, in the Municipality and Division of Port Elizabeth, Province of the Eastern Cape, held under Deed of Transfer T52442/92, measuring 279 (two hundred and seventy-nine) square metres, situated at 7 Diamond Close, Booysens Park, Port Elizabeth, and subject to the conditions referred to therein.

*Zoned:* For Residential purposes.

*Improvements:* Although not guaranteed, it consists of brick under tile dwelling, lounge, kitchen, three bedrooms and bath/w.c.

The full conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, West, 36 North Street, Port Elizabeth.

*Terms:* 10% (ten per cent) of the purchase price and 5% (five per cent) Sheriff's (auctioneer's) charges up to R30 000 and thereafter 3% (three per cent) on the balance of purchase price in cash at the time of sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within twenty-one (21) days from date of the sale.

Dated at Port Elizabeth this 3rd day of September 1996.

Shefer Pretorius Sherar & Van Rooy, Attorneys for Plaintiff, 20 Belmont Terrace, Central, Port Elizabeth. (Ref. Mrs Taylor/C810.)

**Case No. 5431/94**

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and  
THERESA NONTONZONKE NGINDANA, Judgment Debtor**

The property known as:

Certain piece of land situated in the Municipality of Butterworth District of Gcuwa, Butterworth Extension 8, being Erf 1062, measuring 1 101 (one thousand one hundred and one) square metres, shall be sold to the highest bidder by the Messenger of the Court on 3 October 1996 at 12:00, Butterworth.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

**Case No. 592/95**

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and  
NONTSASA NOCAWE KILI, Judgment Debtor**

The property known as:

Certain piece of land being Erf 2344, Ezibeleni, situated in the Municipality of Ezibeleni, District of Cacadu in Ezibeleni Township Extension 2, measuring 1 102 (one thousand one hundred and two) square metres, shall be sold to the highest bidder by the Messenger of the Court on 30 September 1996 at 11:00.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.



Case No. 1978/96

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and  
SIZWE MBONO, Judgment Debtor**

The property known as:

Certain piece of land being Erf 418, Engcobo, in Engcobo Township Extension 3, situated in the Municipality and District of Engcobo, measuring 678 (six hundred and seventy-eight) square metres, shall be sold to the highest bidder by the Messenger of the Court on 30 September 1996 at 10:00.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 1858/96

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor,  
and BERNARD MAURICE VUYANI MAWETHU NTSHONGWANA, Judgment Debtor**

The property known as certain piece of land being Erf 8086, Umtata, in Umtata Township Extension 29, situated in the Municipality and District of Umtata, measuring 1 040 (one thousand and forty) square metres.

Shall be sold to the highest bidder by the Messenger of the Court, on 27 September 1996 at 10:00, Umtata.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor,  
and NONTUTUZELO FLORIDA DYANTIYI, Judgment Debtor**

The property known as certain piece of land being Site 1307, Ezibeleni, in Ezibeleni Township Zone 2, situated in the District of Cacadu, measuring 522 (five hundred and twenty-two) square metres.

Shall be sold to the highest bidder by the Messenger of the Court, on 3 October 1996 at 10:00.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 5427/94

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor,  
and DUALD PUTUMA GIYOSE, Judgment Debtor**

The property known as certain piece of land situated in the Municipality of Ezibeleni, District of Cacadu, in Ezibeleni Township Extension 2, being Erf 2267, measuring 822 (eight hundred and twenty-two) square metres.

Shall be sold to the highest bidder by the Messenger of the Court, on 30 September 1996 at 10:00.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 1978/96

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor,  
and SIZWE MBONO, Judgment Debtor**

The property known as certain piece of land being Erf 418, Engcobo, in Engcobo Township Extension 3, situated in the Municipality and District of Engcobo, measuring 678 (six hundred and seventy-eight) square metres.

Shall be sold to the highest bidder by the Messenger of the Court, on 30 September 1996 at 10:00.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 1858/96

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor,  
and BERNARD MAURICE VUYANI MAWETHU NTSHONGWANA, Judgment Debtor**

The property known as certain piece of land being Erf 8086, Umtata, in Umtata Township Extension 29, situated in the Municipality and District of Umtata, measuring 1 040 (one thousand and forty) square metres.

Shall be sold to the highest bidder by the Messenger of the Court, on 27 September 1996 at 10:00, Umtata.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 5427/94

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor,  
and DUALD PUTUMA GIYOSE, Judgment Debtor**

The property known as certain piece of land situated in the Municipality of Ezibeleni, District of Cacadu, in Ezibeleni Township Extension 2, being Erf 2267, measuring 822 (eight hundred and twenty-two) square metres.

Shall be sold to the highest bidder by the Messenger of the Court, on 30 September 1996 at 10:00.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor,  
and NONTUTUZELO FLORIDA DYANTIYI, Judgment Debtor**

The property known as certain piece of land being Site 1307, Ezibeleni, in Ezibeleni Township Zone 2, situated in the District of Cacadu, measuring 522 (five hundred and twenty-two) square metres, shall be sold to the highest bidder by the Messenger of the Court on 3 October 1996 at 10:00.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 5539/95

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor,  
and MBULELO MBANGA, Judgment Debtor**

The property known as certain piece of land situated in the Municipality of Butterworth, District of Gcuwa, being Erven 515 and 113, Butterworth, measuring 595 square metres and 699 square metres, shall be sold to the highest bidder by the Messenger of the Court, Butterworth, on 25 September 1996 at 10:00.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 252/95

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor,  
and TOKOZILE KOTI, Judgment Debtor**

The property known as certain piece of land being Erf 17, Butterworth, in Butterworth Township Extension 2, situated in the Municipality of Butterworth, District of Gcuwa, measuring 1 373 (one thousand three hundred and seventy-three) square metres, shall be sold to the highest bidder by the Messenger of the Court, on 25 September 1996 at 10:00.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 2593/94

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor,  
and ZULU BUNONO MAFUYA, Judgment Debtor**

The property known as certain piece of land being Erf 5505, Butterworth Township Extension 15, situated in the Municipality of Butterworth, District of Gcuwa, measuring 660 (six hundred and sixty) square metres, shall be sold to the highest bidder by the Messenger of the Court, on 25 September 1996 at 12:00.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

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Case No. 2108/95

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor,  
and PUMLA PATIENCE MATSHIKIZA, Judgment Debtor**

The property known as certain piece of land being Erf 1470, Butterworth, in Butterworth Township Extension 9, situated in the Municipality of Butterworth, District of Gcuwa, measuring 338 (three hundred and thirty-eight) square metres, shall be sold to the highest bidder by the Messenger of the Court, on 25 September 1996 at 10:00, Umtata.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor,  
and SIGNORIA NOSIPHO NYENGULE, Judgment Debtor**

The property known as certain piece of land being Erf 5872, Butterworth, in Butterworth Township Extension 15, situated in the Municipality of Butterworth, District of Gcuwa, measuring 630 (six hundred and thirty) square metres, shall be sold to the highest bidder by the Messenger of the Court, on 3 October 1996 at 11:00, Butterworth.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

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Case No. 5431/94

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor,  
and THERESA NONTOTONKE NGINDANA, Judgment Debtor**

The property known as certain piece of land situated in the Municipality of Butterworth, District of Gcuwa, Butterworth Extension 8, being Erf 1062, measuring 1 101 (one thousand one hundred and one) square metres, shall be sold to the highest bidder by the Messenger of the Court, on 3 October 1996 at 12:00.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

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Case No. 630/96

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor,  
and NOBUZA SIMAYILE, Judgment Debtor**

The property known as certain piece of land being Erf 5964, Butterworth, in Butterworth Township Extension 15, situated in the Municipality of Butterworth, District of Gcuwa, measuring 623 (six hundred and twenty-three) square metres, shall be sold to the highest bidder by the Messenger of the Court, on 3 October 1996 at 10:00, Butterworth.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 630/96

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and  
NOBUZA SIMAYILE, Judgment Debtor**

The property known as certain piece of land being Erf 5964, Butterworth, in Butterworth Township Extension 15, situated in the Municipality of Butterworth, District of Gcuwa, measuring 623 (six hundred and twenty-three) square metres, shall be sold to the highest bidder by the Messenger of the Court on 3 October 1996 at 10:00, Butterworth.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorney for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 5431/94

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and  
THERESA MONTOSONKE NGINDANA, Judgment Debtor**

The property known as certain piece of land situated in the Municipality of Butterworth, District of Gcuwa, Butterworth Extension 8, being Erf 1062, measuring 1 101 (one thousand one hundred and one) square metres, shall be sold to the highest bidder by the Messenger of the Court on 3 October 1996 at 12:00, Butterworth.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorney for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 1978/96

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and  
SIZWE MBONO, Judgment Debtor**

The property known as certain piece of land being Erf 418, Engcobo, in Engcobo Township Extension 3, situated in the Municipality and District of Engcobo, measuring 670 (six hundred and seventy) square metres, shall be sold to the highest bidder by the Messenger of the Court on 30 September 1996 at 10:00, Butterworth.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorney for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 1858/96

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and  
BERNARD MAURICE VUYANI MAWETHU NTSHONGWANA, Judgment Debtor**

The property known as certain piece of land being Erf 8086, Umtata, in Umtata Township Extension 29, situated in the Municipality and District of Umtata, measuring 1 040 (one thousand and forty) square metres, shall be sold to the highest bidder by the Messenger of the Court on 27 September 1996 at 10:00, Umtata.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorney for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 5427/94

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and  
DUALD PUTUMA CIYOSE, Judgment Debtor**

The property known as certain piece of land situated in the Municipality of Ezibeleni, District of Cacadu, in Ezibeleni Township Extension 2, being Erf 2267, measuring 822 (eight hundred and twenty-two) square metres, shall be sold to the highest bidder by the Messenger of the Court on 30 September 1996 at 10:00.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorney for Judgment Creditor, 28 Madeira Street, Umtata.



## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMTATA HELD AT UMTATA

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and  
NONTUTUZELO FLORIDA DYANTYI, Judgment Debtor**

The property known as certain piece of land being Site 1307, Ezibeleni, in Ezibeleni Township Zone 2, situated in the District of Cacadu, measuring 522 (five hundred and twenty-two) square metres, shall be sold to the highest bidder by the Messenger of the Court on 3 October 1996 at 10:00.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorney for Judgment Creditor, 28 Madeira Street, Umtata.

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Case No. 252/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMTATA HELD AT UMTATA

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and  
TOKOZILE KOTI, Judgment Debtor**

The property known as certain piece of land being Erf 17, Butterworth, in Butterworth Township Extension 2, situated in the Municipality of Butterworth, District of Gcuwa, measuring 1 373 (one thousand three hundred and seventy-three) square metres, shall be sold to the highest bidder by the Messenger of the Court on 25 September 1996 at 10:00.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorney for Judgment Creditor, 28 Madeira Street, Umtata.

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Case No. 2593/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMTATA HELD AT UMTATA

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and  
ZULU BUNONO MAFUYA, Judgment Debtor**

The property known as certain piece of land being Erf 5505, Butterworth Township Extension 15, situated in the Municipality of Butterworth, District of Gcuwa, measuring 660 (six hundred and sixty) square metres, shall be sold to the highest bidder by the Messenger of the Court on 25 September 1996 at 12:00.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorney for Judgment Creditor, 28 Madeira Street, Umtata.

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Case No. 5539/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMTATA HELD AT UMTATA

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and  
MBULELO MBANCA, Judgment Debtor**

The property known as certain piece of land situated in the Municipality of Butterworth, District of Gcuwa, being Erven 515 and 113, Butterworth, measuring 595 (five hundred and ninety-five) square metres and 699 (six hundred and ninety-nine) square metres, shall be sold to the highest bidder by the Messenger of the Court on 25 September 1996 at 10:00.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorney for Judgment Creditor, 28 Madeira Street, Umtata.

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Case No. 2108/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMTATA HELD AT UMTATA

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and  
PUMLA PATIENCE MATSHIKIZA, Judgment Debtor**

The property known as certain piece of land being Erf 1470, Butterworth, in Butterworth Township Extension 9, situated in the Municipality of Butterworth, District of Gcuwa, measuring 338 (three hundred and thirty-eight) square metres, shall be sold to the highest bidder by the Messenger of the Court on 25 September 1996 at 11:00.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorney for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 5539/95

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and  
MBULELO MBANGA, Judgment Debtor**

The property known as certain piece of land situated in the Municipality of Butterworth, District of Gcuwa, being Erven 515 and 113, Butterworth, measuring 595 (five hundred and ninety-five) square metres, shall be sold to the highest bidder by the Messenger of the Court on 25 September 1996 at 10:00.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorney for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 252/95

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and  
TOKOZILE KOTI, Judgment Debtor**

The property known as certain piece of land being Erf 17, Butterworth, in Butterworth Township Extension 2, situated in the Municipality of Butterworth, District of Gcuwa, measuring 1 373 (one thousand three hundred and seventy-three) square metres, shall be sold to the highest bidder by the Messenger of the Court on 25 September 1996 at 11:00.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorney for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 2108/95

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and  
PUMLA PATIENCE MATSHIKIZA, Judgment Debtor**

The property known as certain piece of land being Erf 1470, Butterworth, in Butterworth Township Extension 9, situated in the Municipality of Butterworth, District of Gcuwa, measuring 338 (three hundred and thirty-eight) square metres, shall be sold to the highest bidder by the Messenger of the Court on 25 September 1996 at 11:00.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorney for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 2593/94

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and  
ZULU BUNONO MAFUYA, Judgment Debtor**

The property known as certain piece of land being Erf 5505, Butterworth, in Butterworth Township Extension 15, situated in the Municipality of Butterworth, District of Gcuwa, measuring 660 (six hundred and sixty) square metres, shall be sold to the highest bidder by the Messenger of the Court on 25 September 1996 at 12:00.

The special conditions of the sale may be inspected at the offices of the Messenger of the Court.

Chris Bodlani, Attorney for Judgment Creditor, 28 Madeira Street, Umtata.

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), Phillippi, Cape, on Wednesday, 2 October 1996 at 12:00, of the following immovable property:

Portion 17 of the farm Schultz Vley, 807 Cape Road, 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% (ten per cent) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read immediately prior to the sale and which may be inspected at the office of the Sheriff of the Supreme Court, Wynberg.

Dated at Cape Town this 27th day of August 1996.

B. Halliday, for Herbsteins Inc., 17th Floor, 2 Long Street, Cape Town. (Ref. BH/ns/21463.)

**Case No. 636/90**

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

**In the matter between FIRST NATIONAL BANK OF S A LIMITED, Plaintiff, and Mrs E. MARCHAND, Defendant**

In pursuance of a judgment dated 28 March 1990 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, 27 September 1996 at 15:00:

Portion 23, a portion of Portion 9 of the farm Little Chelsea 10, in the Municipality and Division of Port Elizabeth, measuring 5,1558 hectares situated at Plot 7, Altona Greenbushes.

While nothing is guaranteed, it is understood that on the property is a single storey brick dwelling under tiled roof.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

**Terms:** 10% (ten per cent) on 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% (five per centum) on the first R20 000 and thereafter 3% (three per centum) to a maximum of R6 000 with a minimum of R100 plus VAT] are also payable on date of sale.

Dated at Port Elizabeth this 26th day of August 1996.

C. R. Cornish, for Cornish & Bowes, Plaintiff's Attorneys, 96 Second Avenue, Newton Park, Port Elizabeth (Ref. Mrs Nell.)

**Case No. 11677/95**

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between MARTHA JACOMINA YEO, Plaintiff, and LEONARD GILBERT YEO, Defendant**

In pursuance of a writ of execution issued herein the property hereunder will be sold in execution on Wednesday, 23 October 1996 at 10:00, at 1 and 2 Roslyn Court, 3 Heather Street, Claremont, to the highest bidder:

Remainder Erf 52857, Cape Town at Claremont, situated in the Transitional Metropolitan Substructure of Cape Town, Cape Division, Western Cape Province, in extent 595 (five hundred and ninety-five) square metres, held by Deed of Transfer T12498/1968, situated at 1 and 2 Roslyn Court, 3 Heather Street, Claremont.

1. The following improvements are reported but not guaranteed: *Dwelling:* A 165 square metres single main dwelling built of bricks under a tile roof consisting of two entrance halls, two lounges, two kitchens, six bedrooms, two bathrooms with water closets. A 35 square metres single outbuilding built of bricks under a tiled roof consisting of two garages.

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 together with interest thereon at 15,5% (fifteen comma five per centum) per annum from and including the date of sale to an including date of payment, calculated daily and compounded monthly, shall be paid in cash against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Kessler & De Jager, Plaintiff's Attorneys, 100 Voortrekker Road, Goodwood.

Case No. EL226/96  
E.C.D. Case No. 926/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(East London Circuit Local Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED (REG. No. 62/00738/06), Plaintiff, and THOBILE RICHARD SINEYI, First Defendant, and NOMSA MAVIS SINEYI, Second Defendant**

In pursuance of a judgment granted in the Supreme Court (East London Circuit Local Division) and writ of execution dated 23 July 1996 by the above Honourable Court, the following property will be sold in execution on Friday, 27 September 1996 at 12:00, by the Sheriff of the Court, at Erf 9755, East London, commonly known as 11 Baynes Street, Berea, East London:

Erf 9755, East London, in extent 992 square metres, held by Deed of Transfer T6445/1995, commonly known as 11 Baynes Street, Berea, East London.

The property consists of usual buildings/outbuildings.

*Description:* Entrance hall, lounge, dining-room, kitchen, three bedrooms, bath/w.c., bath/w.c./shower, single storey, single garage, servants' quarters, w.c., laundry and tiled roof.

*Conditions of sale:*

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Supreme Court Rules made thereunder and of the title deeds insofar as these are applicable.
2. The purchase price shall be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. A substantial loan can be raised for an approved purchaser with prior approval.
3. Conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected in his office at 46D Beach Road, Nahoon, East London.
4. The Plaintiff or the Plaintiff's attorneys and/or the Sheriff of the Court do not guarantee any improvements or information.

Signed at East London on this 27 August 1996.

Drake Flemmer & Orsmond Inc., Tewkesbury House, 22 St James Road, Southernwood, East London. (Ref. M. B. Orsmond/RW/S310/G01166.)

Case No. 367/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALIWAL NORTH HELD AT ALIWAL NORTH

**In the matter between STANDARD BANK OF SA LTD, Plaintiff, and Dr S. Z. MOLAOA, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Aliwal North and a warrant of execution dated 18 April 1996 the following property will be sold in execution by public auction on 18 October 1996 at 11:00, at the Magistrate's Office, Aliwal North, by the Messenger of the Court, Aliwal North:

Certain Erf 1428, in the Division of Aliwal North, known as 13 Potgieter Street, Aliwal North, measuring 1 274 square metres, held by Title Deed of Transfer T48973/95.

*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% (ten per centum) 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 29th day of August 1996.

Burger Oelofsen Van Rooy Inc., Attorneys for Plaintiff, P.O. Box 142, Aliwal North. (Ref. LH/jvs A5242.)

Saak No. 367/96

IN DIE LANDDROSHOF VIR DIE DISTRIK ALIWAL-NOORD GEHOU TE ALIWAL-NOORD

**In die saak tussen STANDARD BANK VAN SA BPK, Eiser, en dr. S. Z. MOLAOA, Verweerder**

Kragtens 'n uitspraak van bogemelde Agbare Hof op 15 April 1996 en 'n lasbrief vir eksekusie sal die volgende eiendom in eksekusie verkoop word op 18 Oktober 1996 om 11:00, te die Landdroskantoor, Aliwal-Noord, deur die Geregsbode Aliwal-Noord, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf 1428, geleë in die distrik Aliwal-Noord, bekend as Potgieterstraat 13, Aliwal-Noord, groot 1 274 vierkante meter, gehou kragtens Transportakte T48973/95.

*Voorwaardes:* Die verkoping sal onderworpe wees aan die bepalings van die Landdroshofwet 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 verkoopdatum verskaf word.



Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die Geregsbode, te Greystraat, Aliwal-Noord.

Geteken te Burgersdorp hierdie 28ste dag van Augustus 1996.

Burger Oelofsen van Rooy Ing., Prokureurs vir Eiser, Posbus 142, Aliwal-Noord. (Verw. LH/jvs A5242.)

Saak No. 517/96

IN DIE LANDDROSHOF VAN SUID-AFRIKA  
(Noord-Kaapse Afdeling)

**In die saak tussen ABSA BANK BEPERK, handeldrywende as ALLIED BANK, Eiser, en  
DIBOLELO EUNICE MOTAUNG, Verweerder**

In navolging van 'n vonnis gedateer 5 Junie 1996 en 'n lasbrief tot uitwinning van onroerende goed, gedateer 4 Junie 1996, gaan die ondergemelde vaste eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder deur die Balju, Kimberley, op Donderdag, 26 September 1996 om 10:00, te die Landdroskantore, Kimberley, naamlik:

Sekere Erf 7105, Kimberley, geleë in die stad en distrik Kimberley, groot 764 (sewehonderd vier-en-sestig) vierkante meter, beter bekend as Auctionweg 28, Diamond Park, Kimberley, bestaande uit ingangsportaal, sitkamer, eetkamer, vier slaapkamers, kombuis, badkamer en toilet.

Die eiendom word verkoop sonder 'n reserweprys en is 10% (tien persent) van die koopprys betaalbaar in kontant, onmiddellik na die verkoping en die balans van die verkoopprys moet gewaarborg word binne 'n redelike tyd met 'n goedgekeurde bank- of bouverenigingwaarborg.

Verdere verkoopvoorwaardes kan besigtig word te die kantore van die Balju, Kimberley.

Coetzee & Honiball, Prokureurs vir Eiser, Chapelstraat, Kimberley.

**NATAL**

Case No. 3930/96

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

**In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, Plaintiff, and COLIN CLIVE MARTIN,  
First Defendant, and PRISCILLA ROSALIND MARTIN, Second Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 12 August 1996, the undermentioned property will be sold in execution on 25 September 1996 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Lot 3573 (Extension 12), Newcastle.

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 27th day of August 1996.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, 80 Harding Street, Newcastle.

Case No. 4377/94

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  
MFUNDISI NGWENYA, 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 8 October 1996 at 11:00, at the front steps of the Magistrate's Court, Empangeni:

1. (a) *Deeds office description*: Ownership Unit A750, situated in the Township of Nseleni, District of Enseleni, in extent 450 (four hundred and fifty) square metres.

(b) *Property description* (not warranted to be correct): Single storey block under asbestos roof dwelling comprising of two bedrooms, dining-room, kitchen and bathroom/toilet. The property is on main sewerage. The property is zoned Residential.

2. The conditions of sale may be inspected at the Sheriff's Office, Davidsons Chambers, Union Street, Empangeni.  
Truter James de Ridder, Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. Mr de Ridder/aeh/978/94-05/K600/978.)

**Case No. 3015/94**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and L. MNCUBE, Defendant**

In pursuance of a judgment in the above action immovable property listed hereunder shall be sold in execution to the highest bidder on 4 October 1996, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown, at 10:00:

*Description:* Unit D759, in the Township of Kwadabeka, District of Pinetown, in extent of 322 (three hundred twenty-two) square metres, represented and described on General Plan 328/1984, held under Deed of Grant G8467/88.

*Physical address:* Unit D759, Kwadabeka Township.

*Improvements:* Concrete dwelling under tile, two bedrooms, kitchen, lounge and outside toilet;

1. The property and the improvements thereon are sold voetstoots and without any warranties.
2. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.

3. The full conditions may be inspected at the office of the Sheriff Pinetown or at Dickinson & Theunissen.  
Dickinson & Theunissen, Plaintiff's Attorneys, First Floor, One Simpson Place, Sunnyside Lane, Pinetown.

**Case No. 6482/96**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and G. M. JEZA, First Defendant, and  
N. M. JEZA, Second Defendant**

In pursuance of judgment in the above action immovable property listed hereunder shall be sold in execution to the highest bidder on 4 October 1996, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown, at 10:00:

*Description:* Unit D282, in the Township of Kwadabeka, District of Pinetown, in extent of 282 (two hundred eighty-two) square metres, represented and described on General Plan 328/1984, held under Deed of Grant G7842/87.

*Physical address:* Unit D282, Kwadabeka Township.

*Improvements:* Fibre glass dwelling under tile, two bedrooms, lounge, kitchen and outside toilet;

1. The property and the improvements thereon are sold voetstoots and without any warranties.
2. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.

3. The full conditions may be inspected at the office of the Sheriff Pinetown or at Dickinson & Theunissen.  
Dickinson & Theunissen, Plaintiff's Attorneys, First Floor, One Simpson Place, Sunnyside Lane, Pinetown.

**Case No. 767/96**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
MADURANGI GOVENDER, Defendant**

1. The following property shall be sold by the Sheriff for the Supreme Court, Chatsworth, on 4 October 1996 at 10:00, outside the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, to the highest bidder without reserve:

Subdivision 507 (of 255) of Lot 106, Chatsworth, situated in the City of Durban Administrative District of Natal in extent 185 (one hundred eighty-five) square metres held by Defendant under Deed of Transfer T7441/94 and having street address at 146 Florence Nightingale Drive, Westcliffe, Chatsworth, Durban, KwaZulu-Natal.

2. *Improvements and zoning* (which are not warranted to be correct):

2.1 the property is zoned special residential 180;

2.2 the following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots)

2.2.1 a double storey dwelling comprising lounge, kitchen, two bedrooms, w.c. and shower.

**3. Terms:**

3.1 the sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist;

3.2 the successful bidder is required to pay the deposit of 10% (ten per cent) of the price, plus the Sheriff's charges (being 5% on the first R30 000 of the price and 3% on the balance, with a maximum of R7 000) (plus VAT payable thereon) in cash or by bank or bank-guaranteed cheque on conclusion of the sale;

3.3 the full conditions of sale may be inspected at the office of the Sheriff, 7 Highway Place, Mobeni Heights, Chatsworth and at the offices of the Plaintiff's attorneys given below, and all interested persons are advised to become fully acquainted therewith and with the property before the sale.

Dated at Durban this 22nd day of August 1996.

John Kock & Company, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.1942/D11.)

**Case No. 10414/95**

**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 VINOBA GANESEN NAICKER, First Defendant, and REENA NAICKER, Second Defendant**

In pursuance of a judgment granted on 18 June 1996, 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 7 October 1996 at 09:00, at the front entrance of the Magistrate's Court, Tower Building, Wick Street, Verulam.

*Description:* Lot 103, Everest Heights, situated in the Borough of Verulam and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1204 (one thousand two hundred and four) square metres.

*Street address:* 4 Emerald Road, Everest Heights, Verulam.

*Improvements:* Vacant land (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Town-planning zoning:* Special residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the Rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the Attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said Attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda District Two, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 27th day of August 1996.

A. J. McNabb, for Strauss Daly Inc, Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban (Ref. A0038/409/JR/cc.)

**Case No. 4643/96**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM**

**In the matter between ABSA BANK LIMITED, No. 86/04794/06, trading as ALLIED BANK, Plaintiff, and ASHTON BRUCE MOODIE, Defendant**

In pursuance of a judgment granted on 2 July 1996, 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 7 October 1996 at 09:00, at the front entrance of the Magistrate's Court, Tower Building, Wick Street, Verulam.

*Description:* A unit consisting of:

(a) Section 10 as shown and more fully described in Sectional Plan SS149/1995, in the scheme known as Wexford Park, in respect of the land and building or buildings, situated at Umhlanga, of which section the floor area according to the sectional plan is 70 (seventy) square metres in extent, and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST5968/1995.

*Street address:* Flat No. 3, Wexford Park, Village Way, Sunningdale.

*Improvements:* Semi-detached brick under tile sectional title scheme comprising of two bedrooms, (carpeted, B.I.C.), lounge and dining-room (tiled), kitchen (tiled, B.I.C.), 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 the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the Attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said Attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda Area 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 27th day of August 1996.

A. J. McNabb, for Strauss Daly Inc, Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban (Ref. A0187/37/JR/cc.)

**Case No. 5181/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between ABSA BANK LIMITED, No. 86/04794/06, trading as UNITED BANK, Plaintiff, and MANSINGH SINGH, First Defendant, and PRESCILLA DEVI SINGH, Second Defendant**

In pursuance of a judgment granted on 19 July 1996, 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 7 October 1996 at 09:00, at the front entrance of the Magistrate's Court, Tower Building, Wick Street, Verulam.

*Description:* Lot 759, Verulam (Extension 9), situated in the Borough of Verulam and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1430 (one thousand four hundred and thirty) square metres.

*Street address:* 24 Jasmin Road, Riyadh, Verulam.

*Improvements:* Double-storey brick under concrete dwelling comprising of: *Upstairs:* Four bedrooms (carpeted, b.i.c., en-suite). *Downstairs:* Bedroom (carpeted, b.i.c., en-suite), lounge (tiled), kitchen (tiled, b.i.c. hob, eye level oven, breakfast nook), toilet, double garage (electronic), servants' quarters (room, toilet and bathroom), iron gates (electronic), paved driveway, face brick fencing (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, Act No. 32 of 1944, as amended, and the Rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's 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 27th day of August 1996.

A. J. McNabb, for Strauss Daly Inc, Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban.  
(Ref. A0038/601/JR/cc.)

**Case No. 8487/95**

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  
GOBIND BHAJAN, First Defendant, and NANTHANI BHAJAN, Second Defendant**

In pursuance of a judgment granted on 2 January 1996, 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 7 October 1996 at 09:00, at the front entrance of the Magistrate's Court, Tower Building, Wick Street, Verulam.

*Description:* Lot 344, Briardale, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 207 (two hundred and seven) square metres.

*Street address:* 37 Wandale Place, Briardale, Newlands West.

*Improvements:* Semi-detached double storey brick under tile dwelling comprising of: *Upstairs:* Three bedrooms, toilet and bathroom, lounge and dining-room. *Downstairs:* Kitchen, toilet, single garage (manually operated) and burglar guards (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, Act No. 32 of 1944, as amended, and the Rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's 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 27th day of August 1996.

A. J. McNabb, for Strauss Daly Inc, Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban.  
(Ref. A0038/368/JR/cc.)

**Case No. 36276/96**

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

**In the matter between NBS BANK LIMITED, Plaintiff, and DHARAMALINGUM SOOBRAMONEY PADAYACHEE,  
First Defendant, and GOVINDAMAH PADAYACHEE, Second Defendant**

In pursuance of a judgment granted on 15 July 1996, in the Court of the Magistrate, Durban and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 3 October 1996 at 10:00, in Room 29, Second Floor, 21 Stafmayer House, 24 Beach Grove, Durban:

*Description:* Lot 116, Randrus, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 985 (nine hundred and eighty-five) square metres.

*Street address:* 129 Cato Manor Road, Manor Gardens, Durban.

*Improvements:* Brick under tile single storey dwelling comprising of lounge, dining-room, kitchen, laundry, three bedrooms, two bathrooms, two toilets and formal lounge. *Outbuildings:* Double garage, toilet and shower. Pool, paving, retaining walls, ducted air-conditioning, alarm, intercom and remote gates (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Town-planning Zoning:* Special Residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the Auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank- or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 27th day of August 1996.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. N0445/24/JR/cc.)

**Case No. 77472/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN**

**In the matter between ABSA BANK LIMITED, No. 86/04794/06, trading as UNITED BANK, Plaintiff, and DOUGLAS CHARLES CROCKER, First Defendant, and HELEN URSULA CROCKER, Second Defendant**

In pursuance of a judgment granted on 7 January 1994, in the Court of the Magistrate, Durban and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 1 October 1996 at 14:00, on the front steps of the Magistrate's Court, Somsteu Road, Durban:

*Description:* Sub 1 of Lot 408, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 094 (one thousand and ninety-four) square metres.

*Street address:* 87 Station Ridge Road, Redhill.

*Improvements:* Brick under asbestos roof dwelling under construction comprising of main-en-suite, bath, washhand basin, toilet, main-en-suite, shower, toilet, washhand basin, bedroom, bathroom, toilet shower (under construction) and entrance hall. Downstairs: Lounge, dining-room, kitchen, TV room, garage and sewing room (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Town-planning Zoning:* Special Residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the Auctioneer's commission, pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank- or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban North, 15 Milne Street, Durban.

Dated at Durban this 23rd day of August 1996.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. A0038/599/JR/cc.)

**Case No. 4643/96**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM**

**In the matter between ABSA BANK LIMITED, No. 86/04794/06, trading as ALLIED BANK, Plaintiff, and  
ASHTON BRUCE MOODIE, Defendant**

In pursuance of a judgment granted on 2 July 1996, 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 7 October 1996 at 09:00, at the front entrance of the Magistrate's Court, Tower Building, Wick Street, Verulam:

*Description:* A unit consisting of:

(a) Section 28 as shown and more fully described in Sectional Plan SS149/1995, in the scheme known as Wexford Park, in respect of the land and building or buildings, situated at Umhlanga, of which section the floor area according to the Sectional Plan is 70 (seventy) square metres in extent, and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held under Deed of Transfer ST5983/1995.

*Street address:* Flat 21, Wexford Park, Village Way, Sunningdale.

*Improvements:* Semi-detached brick under tile sectional title scheme comprising of two bedrooms (carpeted, B.I.C), lounge (tiled), dining-room (tiled), kitchen (tiled), toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Town-planning Zoning:* Special Residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the Auctioneer's commission, pay a deposit of 10% (ten per centum) 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 27th day of August 1996.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. A0187/36/JR/cc.)

## IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between FIDELITY BANK LIMITED, Plaintiff, and MUTHUSAMY PILLAY, First Defendant, and KANIEAMA PILLAY, Second Defendant**

Pursuant to a judgment of the above-mentioned Honourable Court dated 13 June 1995, the undermentioned immovable property will be sold by the Sheriff, Pietermaritzburg, by public auction on Friday, 27 September 1996 at 09:00, at the Sheriff's Office, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal:

The immovable property is: Sub-2836 (of 28290) of the farm Northdale 14914, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 388 (three eight eight) square metres.

*Postal address:* 4 Cactus Road, Northdale, Pietermaritzburg, KwaZulu-Natal.

*Improvements:* Detached dwelling, brick and block walls, tiled roof, carpeted floors, lounge, kitchen, three bedrooms, bathroom en suite and separate bathroom. No outbuildings.

*Zoning:* Residential.

Nothing is guaranteed in these respects.

The conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, provide *inter alia*, for the following:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the date of sale to the Sheriff.
2. The balance of the purchase price, shall be paid by the purchaser to the Sheriff on the date of transfer, together with interest at the rate of 18% (eighteen per centum) per annum, compounded monthly, in advance, on the amount of the Plaintiff's Judgment as it stands at the date of sale, or on the balance of the purchase price, whichever of the two are greater.

Such interest to be calculated from the date of sale to the date of registration of transfer of the property into the name of the purchaser, both days inclusive, which shall be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys and to be furnished to the Sheriff, within fourteen (14) days after the date of sale, which said guarantee is to be irrevocable and not subject to withdrawal by the bank or building society issuing same.

Dated at Pietermaritzburg on this 23rd day of August 1996.

W. O. N. James, for Shephstone & Wylie Tomlinsons, Plaintiff's Attorneys, 165 Pietermaritz Street, Pietermaritzburg. (Ref. W. O. N. James/SS/87F0007/95.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAMPERDOWN HELD AT CAMPERDOWN

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and M. D. MABASO, Defendant**

In pursuance of a judgment in the above action, immovable property listed hereunder shall be sold in execution to the highest bidder on 4 October 1996 at 11:00, at the Sheriff's Salesroom, Lot 102, Camperdown, situated on the Old Main Road, between Camperdown and Cato Ridge, exactly 1 km from the Camperdown Court-house towards Cato Ridge, being the property just before crossing the bridge over the N3:

*Description:* Unit 987, in the Township of Mpumalanga B, District County of Pietermaritzburg, in extent of 325,0 square metres, represented and described on General Plan BA58/1969, held under Deed of Grant 199/55.

*Physical address:* Unit B, 987 Mpumalanga Township.

*Improvements:* Concrete dwelling under asbestos, two bedrooms, bathroom, kitchen and lounge.

1. The property and the improvements thereon are sold voetstoots and without any warranties.
2. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.

3. The full conditions may be inspected at the office of the Sheriff, Camperdown, or at Dickinson & Theunissen.

Dickinson & Theunissen. Plaintiff's Attorneys. First Floor, One Simpson Place, Sunnyside Lane, Pinetown.



Case No. 2590/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Execution Creditor, and  
JOHN MICHAEL HASTIE, Execution Debtor**

In pursuance of a judgment granted on 26 April 1996 in the Pinetown Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 4 October 1996 at 10:00, at the front entrance, of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

*Description:* Remainder of Sub. 5 of Lot 2183, Westville, situated in the Borough of Westville, Administrative District of KwaZulu-Natal, in extent one thousand two hundred and fifty-eight (1 258) square metres.

*Postal address:* 98 Westville Road, Westville, KwaZulu-Natal.

*Improvements:* Brick under slate dwelling, single garage, servants' quarters and tarred driveway, held under Deed of Transfer T23284/199.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.
3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale of registration of transfer as set out in the conditions of sale.
4. Transfer shall be affected by the Execution Creditor's attorneys and the purchaser shall pay all transfer costs, current rates, taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Samkit Centre, 62 Caversham Road, KwaZulu-Natal or at the address listed hereunder.

Dated at this 26th day of August 1996.

Tate & Nolan, Plaintiff's Attorneys, 15 Ennisdale Drive, Durban North, Durban, 4051; P.O. Box 2889, Durban, 4000. [Tel. (031) 83-1874.] (Ref. M. A. Nolan/eb/NF27-106.)

Case No. 6727/95

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED (Number 86/04794/06), Plaintiff, and Mr FAITHFUL FELIX LIEBICK  
ROSKRUGE, First Defendant, and Mrs LEONORA AAN ROSKRUGE, Second Defendant**

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 24 January 1996, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban Central, in Room 29, Second Floor, 21 Staffmayer House, 24 Beach Grove, Durban, on Thursday, 3 October 1996 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 21 Staffmayer House, Beach Grove, Durban, namely:

Remainder of Lot 443, Sea View, situated in the City of Durban, Administrative District of Natal, in extent 1 141 (one thousand one hundred and forty-one) square metres, which property is physically situated at 8 Hills Road, Sea View, 4094, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T8294/92.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under corrugated asbestos dwelling consisting of lounge/bar, dining-room, kitchen, bathroom, toilet, bathroom/toilet/shower, three bedrooms, staff room, toilet and double garage. *Flat:* Lounge/dining-room, kitchen, bedroom and shower/toilet.

*Zoning:* The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

*Terms:*

The purchase price will be payable subject to the conditions of sale, as follows:

- (a) 10% (ten per cent) of the purchase price together with the 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 centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 23rd day of August 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/407/A0034/Mrs McDonnell.)

Case No. 4365/95

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  
FAKU LINCOLN NGIDI, 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, on Friday, 3 October 1996 at 12:00:

*Description:*

Section 1 as shown and more fully described on Sectional Plan SS79/93, in the scheme known as Ashwood, in respect of the land and building or buildings situated at Morningside, in the City of Durban, of which section the floor area, according to the said sectional plan is 178 (one hundred and seventy-eight) square metres in extent;

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said section plan, held under Deed of Transfer ST17505/93; and

an exclusive use area described as Garden Area G1, measuring 303 (three hundred and three) square metres, being part of the common property, comprising the land and building or buildings known as Ashwood, situated at Morningside, Durban Local Authority, as shown and more fully described on Sectional Plan SS79/93, held under Notarial Deed of Cession SK3339/93.

*Physical address:* Section 1, Ashwood, 83 Valley View Road, Puntans Hill, Durban.

*Zoning:* Special Residential.

The property consists of the following: Single storey unit consisting of entrance hall, lounge, dining-room, three bedrooms, bathroom, toilet, kitchen, shower, patio, sundeck and garage.

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 hereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 15 Milne Street, Durban, Natal.

Dated at Durban on this 28th day of August 1996.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001.  
(Ref. Mr J. C. Jones/notice.ngi.)

Case No. 1665/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and YUSUF EBRAHIM ESSOP PATEL,  
Execution Debtor**

In pursuance of a judgment granted on 29 April 1996 in the Magistrate's Court for the District of Umzinto, held at Scottburgh and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 27 September 1996 at 10:00, at the Sheriff's office, in the courtyard of Summersands Building, on Marine Terrace, Scottburgh:

*Description:* Lot 255, Park Rynie, situated in the Development Area of Park Rynie and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent four thousand and forty-seven (4 047) square metres and held under Deed of Transfer T26025/89. *Street address:* Lot 255, Smith Street, Park Rynie.

*Improvements:* Brick and cement under asbestos dwelling consisting of twelve (12) rooms, four toilets and shower. *Outbuildings:* Brick and cement under asbestos consisting of single room, brick and cement under asbestos consisting of four rooms.

*Zoning:* Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrate's Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten percent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for payment of interest at the rate of 18,25% (eighteen comma two five per cent) per annum to the bondholder, Nedcor Bank Limited (formerly Nedperm Bank Limited), on the amount outstanding by the Execution Debtor to the Execution Creditor as at the date of sale or the purchase price whichever is the lesser, calculated from the date of sale to the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Scottburgh (Tel. 0323 2-1595—Mrs Matthews).

Dated at Durban on this 28th day of August 1996.

Livingston Leandy Incorporated, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

**Case No. 986/92**

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

**In the matter between FIDELITY BANK LIMITED, Plaintiff, and UDAY CHANDRA DEEPLAUL, First Defendant, and GOWRIE DEEPLAUL, Second Defendant**

Pursuant to a judgment of the above-mentioned Honourable Court dated 21 May 1992 the undermentioned immovable property will be sold by the Sheriff, Pietermaritzburg, by public auction on Friday, 27 September 1996 at 09:00, at the Sheriff Office, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal:

The immovable property is Subdivision 82 (of 28) of the farm Shortts Retreat 1208, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 7 280 (seven thousand two hundred and eighty) square metres.

*Postal address:* 35 Thomas Watkins Road, Pietermaritzburg, KwaZulu-Natal.

*Improvements:* Single storey with brick walls and iron roof, dwelling converted into offices, workshop, storeroom and smelting shed.

*Zoning:* Industrial.

Nothing is guaranteed in these respects.

The conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, provide *inter alia*, for the following:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the date of sale to the Sheriff.

2. The balance of the purchase price, shall be paid by the purchaser to the Sheriff on the date of Transfer, together with interest at the rate of 21,75% (twenty one comma seven five per centum) per annum, compounded monthly, in advance, on the amount of the Plaintiff's Judgment as it stands at the date of sale, or on the balance of the purchase price, whichever of the two are greater.

Such interest to be calculated from the date of sale to the date of registration of transfer of the property into the name of the purchaser, both days inclusive, which shall be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys and to be furnished to the Sheriff, within fourteen (14) days after the date of sale, which said guarantee is to be irrevocable and not subject to withdrawal by the bank or building society issuing same.

Dated at Pietermaritzburg on this 23rd day of August 1996.

W. O. N. James, for Shepstone & Wylie Tomlinsons, Plaintiff's Attorneys, 165 Pietermaritz Street, Pietermaritzburg. (Ref. W. O. N. James/SS/87F0175/94.)

**Case No. 1993/96**

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

**In the matter between FIDELITY BANK LIMITED, Plaintiff, and KARAMCHAND HURRILAL, Defendant**

Pursuant to a judgment of the above-mentioned Honourable Court dated 21 July 1995 the undermentioned immovable property will be sold by the Sheriff, Pietermaritzburg, by public auction on Friday, 27 September 1996 at 09:00, at the Sheriff's Office, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal:

The immovable property is Subdivision 3906 (of 3814) of the farm Northdale 14914, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 191 (one nine one) square metres.

*Postal address:* 42 Surat Place, Bombay Heights, Pietermaritzburg, KwaZulu-Natal.



*Improvements:* Semi-detached dwelling block under asbestos roof, carpet tiles, lounge, kitchen, three bedrooms and bathroom.

*Zoning:* Residential.

Nothing is guaranteed in these respects.

The conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, provide *inter alia*, for the following:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the date of sale to the Sheriff.
2. The balance of the purchase price, shall be paid by the purchaser to the Sheriff on the date of Transfer, together with interest at the rate of 18% (eighteen per centum) per annum, compounded monthly, in advance, on the amount of the Plaintiff's Judgment as it stands at the date of sale, or on the balance of the purchase price, whichever of the two are greater. Such interest to be calculated from the date of sale to the date of registration of transfer of the property into the name of the purchaser, both days inclusive, which shall be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys and to be furnished to the Sheriff, within fourteen (14) days after the date of sale, which said guarantee is to be irrevocable and not subject to withdrawal by the bank or building society issuing same.

Dated at Pietermaritzburg on this 19th day of August 1996.

W. O. N. James, for Shepstone & Wylie Tomlinsons, Plaintiff's Attorneys, 165 Pietermaritz Street, Pietermaritzburg. (Ref. W. O. N. James/SS/87F0009/95.)

**Case No. 60749/95**

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 NIKESH ROOPCHAND, Execution Debtor**

In pursuance of judgment granted on 18 October 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, 3 October 1996 at 10:00, in Room 29, Second Floor, Stafmayer House, Beach Grove, Durban, to the highest bidder:

Description a certain immovable property being Lot 1076, Isipingo Extension 6, situated in the Township of Isipingo, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 931 (nine hundred and thirty-one) square metres.

*Postal address:* 28 James Avenue, Isipingo, 4110.

*Improvements:* Double storey brick under tile dwelling consisting of entrance, lounge, dining-room, family room, kitchen, scullery, storeroom, four bedrooms, two bathrooms/toilet/shower, two toilets and ducted airconditioning. *Outbuildings:* Double garage, pool and patio.

*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% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 101 Lejaton, 40 St George's Street, Durban, or at our offices.

Dated at Durban 16 August 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/314/A0034/Mrs McDonnell.)



Case No. 3215/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
MZIMANADODA MTSABE, 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, Court House Road, Port Shepstone, on Friday, 27 September 1996 at 09:00:

*Description:* Lot 2187, Margate (Extension 3), situated in the Margate Transitional Local Council and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 018 (one thousand and eighteen) square metres, held under Deed of Transfer T8536/95.

*Physical address:* 39 Shepstone Avenue, Margate Extension 3, Natal.

*Zoning:* Special Residential.

The property consists of the following: Vacant land.

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, 20 Riverview Road, Sunwich Port, Natal.

Dated at Durban this 23rd day of August 1996.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.10121/mvr.)

Case No. 2985/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
JOSEF MIHOLTSCHAN, 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, Court House Road, Port Shepstone, on Friday, 27 September 1996 at 09:00:

*Description:* Lot 505, Southbroom Extension 2, situated in the Southbroom Town Board Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 6 543 (six thousand five hundred and forty-three) square metres, held under Deed of Transfer T3820/1992.

*Physical address:* 505 Mendip Road, Southbroom, Natal.

*Zoning:* Special Residential.

The property consists of the following: Vacant land.

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, 20 Riverview Road, Sunwich Port, Natal.

Dated at Durban this 23rd day of August 1996.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/R895/mvr.)

Case No. 3266/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
DUMISANI MAXWELL CHILIZA, 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, Court House Road, Port Shepstone, on Friday, 27 September 1996 at 09:00:

*Description:* Lot 83, Margate, situated in the Borough of Margate, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 341 (one thousand three hundred and forty-one) square metres, held under Deed of Transfer T10362/93, physical address 83 Da Gama Street, Margate Extension 3, Natal. Zoning Special Residential.

The property consists of the following: Brick and tile dwelling comprising double garage, double undercover carport, open plan lounge, kitchen and dining-room, open plan main en suite, two bedrooms, bathroom, verandah, laundry and servant's room with toilet and basin.

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 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 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, 20 Riverview Road, Sunwich Port, Natal.

Dated at Durban this 23rd day of August 1996.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.10116/mvr.)

Case No. 3270/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MTUTUZELI HOWARD  
MTUKUSHE, 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, Court House Road, Port Shepstone, on Friday, 27 September 1996 at 09:00:

*Description:* Lot 597, Leisure Bay, situated in the Munster Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent one thousand three hundred and forty-six (1 346) square metres, held under Deed of Transfer T2561/93, physical address Stand 597, Munster (Leisure Bay), Natal. Zoning Special Residential.

The property consists of the following: Brick and tile dwelling comprising undercover verandah, open plan lounge, kitchen and dining-room, bedroom with walk-in dressing room, two bedrooms, two bathrooms, enclosed courtyard with wash trough. Servant's room with shower and basin, single garage. 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 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 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, 20 Riverview Road, Sunwich Port, Natal.

Dated at Durban this 23rd day of August 1996.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S. 10118/mvr.)

Case No. 08166/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and MISS M. MUNIAMMA, First Defendant, and ASHWIN APPALSAMI MAISTRY, Second Defendant, and DHUNALUTCHMEE MAISTRY, Third Defendant**

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 27 January 1995, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban South, at Room 29, Second Floor, Stafmeyer House, Beach Grove, Durban, on Friday, 3 October 1996 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff, and may be inspected at his office at 101 Lejaton, 40 St George's Street, Durban, namely:

Lot 663, Merewent, situated in the City of Durban, Administrative District of Natal, in extent 423 (four hundred and twenty-three) square metres in extent, which property is physically situated at 52 Umarkot Crescent, Merewent, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T7939/94.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge, kitchen, two bedrooms and shower/toilet. *Outbuildings:* Bedroom, kitchen, lounge, scullery and toilet.

*Zoning:* The property is zoned Special Residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum, calculated in advance and compounded monthly from 1 October 1994 and at the rate of 16,25% (sixteen comma two five per cent) in advance and compounded monthly from 1 November 1994, on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

(d) The full conditions may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 22nd day of August 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/a332/040571/Mrs Chelin.)

Case No. 4127/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and K. B. P. MPUNGOSE, First Defendant, and N. Q. MPUNGOSE, Second Defendant**

In pursuance of a judgment granted on 13 June 1996, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 8 October 1996 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description:* Ownership Unit B6, in extent 375 (three hundred and seventy-five) square metres, situated in the Township of Ngwelezane, District of Enseleni, held by Deed of Grant No. 6679/87 and represented and described on General Plan PB221/1978, subject to the conditions contained therein and more especially to the reservation of mineral rights in favour of the trust.

1. (b) *Street address:* Unit B6, Ngwelezane, District of Enseleni.

1. (c) *Property description* (not warranted to be correct): Three bedrooms, dining-room, kitchen, lounge, garage and roof with tiles and electricity.

1. (d) *Zoning/special privileges or exemptions:* Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Davidson Chambers, Union Street, Empangeni, and at the office of Schreiber Smith, Suite 1, Richards Park Building, Richards Bay.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 19th day of August 1996.

Schreiber Smith Attorneys, Suite 1, Richards Park Building, P.O. Box 1327, Richards Bay, 3900; c/o Schreiber Smith Attorneys, Yellowwood Lodge, Norman Tedder Lane, P.O. Box 175, Empangeni, 3880. (Ref. Mrs Erasmus/10/F2216/96.)

Case No. 353/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMLAZI HELD AT UMLAZI

**In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED, Plaintiff,  
and BHEKUYISE BETHUEL MTHETHWA, Defendant**

In pursuance of judgment granted on 16 May 1995, in the Umlazi Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 2 October 1996 at 10:00, at the main south entrance to the Magistrate's Court, Umlazi (near the national flag post), to the highest bidder:

*Description:* A certain piece of land, being Ownership Unit L252, in extent 358 square metres, situated in the Township of Umlazi, held by virtue of Deed of Grant No. 7887/87, physical address L252 Umlazi.

*Improvements:* A single storey brick/plaster and asbestos dwelling (54 m<sup>2</sup>) comprising kitchen, lounge, two bedrooms, bathroom and w.c. Municipal electricity, water supply and sanitation: Local authority.

Nothing is guaranteed in respect of such improvements on the property.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall on the day of the sale produce written information from the said financial institution to the effect that the purchaser qualifies for a loan, which shall not be less than the purchase price.

The full conditions may be inspected at the offices of the Sheriff, Umlazi, or at the offices of Strauss Daly Inc.

Dated at Durban this 23rd day of August 1996.

G. Buchner, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban.  
(Ref. KFC1494/MM.)

Case No. 2436/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
DAVID MVAUBEKWA NDEZA, 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, Courthouse Road, Port Shepstone, on Friday, 27 September 1996 at 09:00:

*Description:* Remainder of Subdivision 2 of Lot 449, Umtentweni, situated in the Port Shepstone Transitional Local Council Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 2 290 (two thousand two hundred and ninety) square metres, held under Deed of Transfer T20084/95.

*Physical address:* 449 Edenvally Road, Umtentweni, Natal.

*Zoning:* Special Residential.

The property consists of the following: Brick and tile dwelling comprising lounge and open-plan kitchen, two bedrooms and bathroom.

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, 20 Riverview Road, Sunwich Port, Natal.

Dated at Durban this 23rd day of August 1996.



Case No. 630/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
CHRISTIAN MICHAEL PICKWORTH, 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, on Friday, 27 September 1996 at 10:00:

*Description:* Subdivision 1 of Lot 1406, Pinetown Extension 29, situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 914 (nine hundred and fourteen) square metres, held under Deed of Transfer T18809/95,

*Physical address:* 19 Henry Finn Road, Pinetown, Natal.

*Zoning:* Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising three bedrooms (main- en-suite), lounge, kitchen, bathroom, toilet, single garage, fencing around property and brick and tile drive.

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, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 30th day of July 1996.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.9662/mvr.)

Case No. 221/95

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  
ADRIANA SYLVIA WYSS, Defendant**

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve in Room 29, Second Floor, 21 Stafmayer House, 24 Beach Grove, Durban, on Thursday, 3 October 1996 at 10:00:

*Description:*

1. Subdivision 8 of Lot 910, Cato Manor, situated in the City of Durban, Administrative District of Natal, in extent three hundred and twenty-six (326) square metres; and
2. Subdivision 8 of Lot 911, Cato Manor, situated in the City of Durban, Administrative District of Natal, in extent five hundred and seven (507) square metres, held under Deed of Transfer T12928/89.

*Physical address:* 42 Glen Grove, Westridge, Cato Manor, Natal.

*Zoning:* Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling, comprising an entrance hall, lounge, dining-room, kitchen, four bedrooms and two toilets/showers. The outbuildings comprise garage and two carports. There is a concrete swimming-pool. There is also a two-bedroom cottage.

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 20th day of August 1996.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8126/mvr.)

Case No. 1377/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
CASSIM ISMAIL MOOSA, Defendant**

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve in Room 29, Second Floor, 21 Stafmayer House, 24 Beach Grove, Durban, on Thursday, 3 October 1996 at 10:00:

*Description:* Section 127, as shown and more fully described on Sectional Plan SS161/91, in the building or buildings known as 101 Victoria Embankment, situated at Durban, of which section the floor area according to the said sectional plan is 62 (sixty-two) square metres in extent; and

an undivided share in the common property in the land and 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, held under Deed of Transfer ST5378/94.

*Physical address:* 345 101 Victoria Embankment, Esplanade, Durban, Natal.

*Zoning:* Special Residential.

The property consists of the following: Unit comprising an entrance hall, lounge, dining-room, bedroom, bathroom, toilet, kitchen and balcony.

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 20th day of August 1996.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.9781/mvr.)

Case No. 2715/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
ADRIAN MICHAEL BARRETT, Defendant**

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve in Room 29, Second Floor, 21 Stafmayer House, 24 Beach Grove, Durban, on Thursday, 3 October 1996 at 10:00:

*Description:* Section 6 (six), as shown and more fully described on Sectional Plan SS426/94, in the scheme known as Ryde Mansions, in respect of the land and building or buildings situated at Durban, Local Authority of Durban, of which the floor area according to the said sectional plan is 65 (sixty-five) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST15797/94.

*Physical address:* 4 Ryde Mansions, Ryde Road, Glenwood, Natal.

*Zoning:* Special Residential.

The property consists of the following: Unit comprising an entrance hall, lounge, bedroom, bathroom, toilet, kitchen and enclosed porch.

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 20th day of August 1996.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.10000/mvr.)

Case No. 5912/95

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 ABBA MOOSA CC,  
First Defendant, KHALID MAHOMED ESSA, Second Defendant and ZUBAIR ESSA, Third 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, on Friday, 27 September 1996 at 10:00:

*Description:* Lot 456, Reservoir Hills (Extension 1), situated in the City of Durban, Administrative District of Natal, in extent one thousand three hundred and forty-six (1 346) square metres, held under Deed of Transfer T15430/93.

*Physical address:* 54 Firenze Gardens, Reservoir Hills, Natal.

*Zoning:* Special Residential.

The property consists of the following: Triple-storey dwelling comprising two entrance halls, two lounges, dining-room, family room, two showers, two kitchens, laundry, scullery, five bedrooms, three showers/toilets, bathroom/toilet, three toilets, prayer room and a games area. The outbuildings comprise two garages, two servants' rooms and shower/toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 2nd day of August 1996.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.7320/mvr.)

Case No. 1709/95

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
NONQOTHO SIZEWI MDLULI N.O., Defendant**

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), in the above-mentioned suit, a sale will be held by the Sheriff Pinetown, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 27 September 1996 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as Ownership Unit A5328, kwaNdengezi, situated in the Township of kwaNdengezi, District of Mpumalanga, in extent 465 (four hundred and sixty-five) square metres and held under Deed of Grant G3243/87.

*Street address:* Site A5328, kwaNdengezi.

*Improvements:* A single storey brick under tile roof dwelling with detached outbuilding comprising: *Main building:* Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. *Outbuilding:* Garage, toilet/shower, municipal water and electricity.

*Zoning:* Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban on this 5th day of August 1996.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith & Field Streets, Durban. (Tel. 72-5211.) (Ref. G. A. Pentecost.)

**Saak No. 942/96**

### IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

#### In die saak tussen ABSA BANK BEPERK, Eiser, en D. J. S. SWANEPOEL, Verweerder

Ingevolge 'n vonnis in die Landdroshof Welkom en 'n lasbrief vir eksekusie gedateer 11 Januarie 1996, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 4 Oktober 1996 om 11:00, voor die Landdroskantore, Court House Weg, Port Shepstone:

Erf 1329, geleë in die dorpsgebied Uvongo, distrik Port Shepstone, groot 1 263 (eenduisend tweehonderd drie-en-sestig) vierkante meter.

*Verbeterings:* Bestaande uit woonhuis met drie slaapkamers, twee badkamers, eetkamer, kombuis, TV-kamer, woonkamer, dubbelmotorafdak, stoep, bediendekamer met toilet en stort.

#### Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe No. 32 van 1944, soos gewysig en die reëls daarkragtens uitgevaardig.

2. Die koopprys van 20% (twintig persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 18% per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 20ste dag van Augustus 1996.

H. C. van Rooyen, vir Neumann van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat, Posbus 4, Welkom.

**Case No. 10254/94**

### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

#### In the matter between KWAZULU FINANCE AND INVESTMENT CORPORATION LTD, Plaintiff, and THEMBINKOSI GILBERT DLOMO, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pietermaritzburg dated 20 June 1994 the writ of execution the immovable property listed hereunder will be sold in execution on Friday, 4 October 1996 at 11:00, at the Sheriff's salesroom, Lot 102, Camperdown, situated on the old Main Road, between Camperdown and Cato Ridge, exactly 1 km from the Camperdown Court House, towards Cato Ridge, being the property just before crossing the bridge over the N3 to the highest bidder:

Ownership Unit 1027, Unit C, Mpumalanga Township, District of Mpumalanga, in extent 453 square metres and held by Deed of Grant 5077/2.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 17% per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Magistrate's Court, Camperdown, immediately prior to the sale may be inspected at his office at Lot 102, Camperdown, situated on the old Main Road, between Camperdown and Cato Ridge exactly 1 km from the Camperdown Court House, towards Cato Ridge, being the property just before crossing the bridge over the N3.

A. B. J. van der Merwe, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. K1L/614/gd.)



Case No. 387/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and JOHANNES MARTHINUS BESSINGER, First Defendant, MIRJAM BESSINGER, Second Defendant and THUINES JOHANNES BESSINGER, Third Defendant**

In execution of a judgment granted by the Supreme Court of South Africa on 22 May 1996, in the above-named suit, the following property will be sold by public auction by the Sheriff of the Supreme Court for the District of Scottburgh, on Friday, 27 September 1996 at 10:00, at the front courtyard of Summersands, Marine Terrace, Scottburgh, to the highest bidder:

(a) Section 20, as shown and more fully described on Sectional Plan SS30/1982, in the scheme known as Scottburgh Centre, in respect of the land and building or buildings situated at Scottburgh of which the floor area, according to the said sectional plan is 56 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; and

(a) Section 53, as shown and more fully described on Sectional Plan SS30/1982, in the scheme known as Scottburgh Centre, in respect of the land and building or buildings situated at Scottburgh of which the floor area, according to the said sectional plan is 19 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:* 16 Scottburgh Centre, 145 Scott Street, Scottburgh.

*Improvements:* Section 20, consists of first-floor bachelor flat with full bathroom and kitchen. Building has elevator. Section 53 consists of lock-up garage.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within 14 (fourteen) days after the date of sale.

2. The full conditions may be inspected at the offices of the Sheriff of the Court, Scottburgh, or at out offices.

Dated at Durban this 20th day of August 1996.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Perry Road, Durban. (Ref. Mr Berry/vdg/lg/041097.)

Case No. 7292/95

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and UMKOMAAS SEABREEZE DEVELOPMENT CC, First Defendant, PARMANAND RAMKISSOON, Second Defendant, PREMA RAMKISSOON, Third Defendant, and HEMA RAMKISSOON, Fourth Defendant**

In execution of a judgment granted by the Supreme Court of South Africa on 10 June 1996, in the above-named suit, the following property will be sold by public auction by the Sheriff of the Supreme Court for the District of Scottburgh, on Friday, 27 September 1996 at 10:00, at the front courtyard of Summersands, Marine Terrace, Scottburgh, to the highest bidder:

(a) Remainder of Lot 231, Umkomaas, situated in the Township of Umkomaas, Administrative District of Natal, in extent 1 012 square metres; and

(b) Lot 333, Umkomaas, situated in the Township of Umkomaas, Administrative District of Natal, in extent 1 112 square metres.

*Postal address:* 5 Barrow Street, Umkomaas.

*Improvements:* Lot 231, consists of vacant lot.

Lot 333 consists of brick and plaster asbestos building consisting of two levels. *Upper level:* Bathroom, toilet, kitchen, lounge, small room leading to back door (upper level has been divided by board walls and used as shops) one existing shop with kitchen. *Lower level:* Two cellars, four rooms, living-room with bathroom and toilet. *Outbuildings:* Two rooms with toilet and shower.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within 14 (fourteen) days after the sale of sale.

2. The full conditions may be inspected at the offices of the Sheriff of the Court, Scottburgh, or at our offices.

Dated at Durban this 20th day of August 1996.

Meumann & White, Fourth Floor, Founders House, 15 Perry Road, Durban. (Ref. Mr Berry/vdg/lg/026672.)

Case No. 2766/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED, trading as TRUST BANK, Plaintiff, and JOHN WILLIAM FRYER, First Defendant, and BEVERLEY CHARLENE FRYER, Second Defendant**

In pursuance of a judgment in the above-mentioned matter, the immovable property listed hereunder will be sold in execution to the highest bidder without reserve on 26 September 1996 at 10:00, at Room 29, Second Floor, Stafmeyer House, Beach Grove, Durban:

*Description:* Lot 2591, Kingsburgh (Extension 15), situated in the Borough of 14 San Kingsburgh, and in the Port Natal-Ebhodwe Joint Services Board Area, Thome Administrative District of Natal, in extent 1 104 (one thousand one hundred and four) square metres.

*Physical address:* 14 San Thome, Illovo Glen, Kingsburgh.

*Improvements:* House: A brick under tile consisting of lounge, dining-room, three bedrooms, two bathrooms (shower and toilet), two garages and kitchen.

Nothing is guaranteed as regards the above.

The full conditions of sale may be inspected at the Sheriff, Durban Central, Room 29, Second Floor, Stafmeyer House, Beach Grove, Durban.

Dated at Durban on this 13th day of August 1996.

Van Onselen O'Connell, Execution Creditor's Attorneys, 405 Salmon Grove Chambers, 407 Smith Street, Durban. (Ref. Mrs N. Backman/LVZ/15T064097.)

Case No. 846/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between MARK JOHN CARROLL N.O., Plaintiff, and JAYANTH KUMAR BALKISHUN N.O., First Defendant, JAIDEBI BALKISHUN, Second Defendant, SOORIADEBI BALKISHUN, Third Defendant, JAYANTH KUMAR BALKISHUN, Fourth Defendant, and ARTHIE BALKISHUN, Fifth Defendant**

In pursuance of a judgment in the above matter the immovable property listed hereunder will be sold in execution on 3 October 1996 at 10:00, at Room 29, Second Floor, Stafmeyer House, Beach Grove, Durban to the highest bidder:

*Property description:* Lot 566, Isipingo, situated in the Borough of Isipingo and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 2 864 (two thousand eight hundred and sixty-five) square metres.

*Improvements:* Commercial site with twelve shops partly over two levels. The north module is built over two levels and contains four equal sized shops units on each level. The south module is single storey with four shop units and small basement.

With regard to the double storey shops the building is reinforced concrete frame with brick infilled walls, plastered internally and plastered partly externally, with aluminium glazed shop fronts and double doors, concrete floor covered with partly vinyl tile, partly carpet tile and partly screed finish. There are toilets to four of the units. The units each contain a sink unit.

The single level shops are similar in construction. The units each have their own toilets and wash basin.

There are basement rooms without doors, and a weld mesh and sheet steel fenced yard.

The parking area between the buildings and old Main Road is tarmac paved. There is an outside freestanding single storey brick under corrugated asbestos toilet block with five toilets and wash basins. There is also a face brick sub-station adjoining the north gable end.

*Street address:* 3-7 Old Main Road, Isipingo. *Town-planning zoning:* Enterprise. *Special Consents:* None.

Nothing is guaranteed in the above respects.

The sale shall be subject to the following conditions:

*Material conditions:*

1. 10% (ten per cent) of the purchase price is to be paid on the day of the sale together with the auctioneer's charges, the balance of the purchase price payable against transfer to be secured by a bank or building society or other guarantee approved by the Execution Creditor's Attorneys and to be furnished within fourteen (14) days after the date of sale.

2. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban South, 101 Lejaton, 40 St George's Street, Durban, and will be read immediately prior to the sale.

Dated at Durban on this 13th day of August 1996.

Cox Yeats, Plaintiff's Attorneys, 12th Floor, Victoria Maine, 71 Victoria Embankment, Durban. (Ref: C. Brennan/cm.)

**Case No. 10021/93**

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 RAVINDRA NAIDOO, trading as KELLY MARINE AUTO SERVICES, First Defendant, RAJASALOCHANA ANGA VEERIE NAIDOO, Second Defendant, ARUSHKA INVESTMENTS CC, Third Defendant**

In pursuance of a judgment of the Supreme Court of South Africa, Durban and Coast Local Division dated 11 March 1994 and execution issued thereafter, the immovable property listed hereunder will be sold in execution on 27 September 1996 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

*Property description:* Sub. 69 of Lot 4632 Reservoir Hills, situated in the City of Durban, Administrative District of Natal, in extent two comma six eight seven one (2,6871) hectares: Held under Deed of Transfer 30909/91 and subject to the terms and conditions contained therein.

*Improvements:* Vacant land. *Street address:* 197-215 Varsity Drive, Reservoir Hills. *Town-planning zoning:* Special Residential. Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. Ten per cent (10%) of the purchase price to be paid in cash on the day of sale, together with the auctioneer's charges.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Plaintiff's attorneys, to be furnished within fourteen days after the sale.
4. The purchaser's attention is directed to the fact that the sale shall be subject to no reserve price however the highest bid must be submitted to the Standard Bank of South Africa for acceptance and the sale to the highest bidder is subject to acceptance by Standard Bank of South Africa.
5. The current rates outstanding to date will be disclosed prior to the sale and may be obtained from Pampallis and Randles, Third Floor, Doone House, 379 Smith Street, Durban, at any time after 20 September 1996.
6. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs including arrear and current rates, sewerage connection fees, if any, taxes and all other charges necessary to effect transfer on request of the said attorneys.
7. The full conditions of sale may be inspected at the offices of the Deputy Sheriff, 2 Samkit Centre, 62 Caversham Road, Pinetown.
8. Prospective purchasers are advised to inspect the property prior to the date of sale.

Dated at Durban on 23 August 1996.

Pampallis & Randles, Plaintiff's Attorneys, Third Floor, Doone House, 379 Smith Street, Durban. (Tel. 031 301-5331.) (Ref. Ms J. Lee/08S050003.)

**Case No. 834/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between ABSA BANK LIMITED, Plaintiff, and DHURMARAJH HARINAM, First Defendant, and EENARAY HARINAM, Second Defendant**

In pursuance of a judgment granted on 19 June 1996, in the Court of the Magistrate, Inanda, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder on 4 October 1996 at 10:00, at Magistrate's Court, Room 7d, Groom Street entrance, Verulam:

*Description:* A certain piece of land being Lot 446, Brookdale, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 332 square metres.

*Address:* 47 Kiddsbrook, Brookdale, Phoenix, Natal.

*Improvements:* Brick/block under tile dwelling-house comprising of lounge, three bedrooms, kitchen, bathroom/toilet, separate toilet, water and lights facilities.

*Town-planning zoning:* Special Residential.

Nothing is guaranteed in the above respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.  
(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other Preferent Creditor, then the interest payable upon such Preferent Creditor's claim) until the date of transfer, both days inclusive.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Verulam, at 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this the 27th day of August 1996.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr. D. Gardyne/VL/GAL2646.)

**Case No. 6372/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN**

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and SOOKIA, First Execution Debtor, and JIVANLAL NATALIE, Second Execution Debtor**

In pursuance of a judgment granted on 14 April 1993 in the Magistrate's Court for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 26 September 1996 at 10:00, in Room 29, Second Floor, Stafmeyer House, Beach Grove, Durban:

*Description:* Lot 718, Isipingo Township, situated in the Borough of Isipingo and in the Amanzimtoti Regional Water Services Area, Administrative District of Natal, in extent three thousand six hundred and twenty-one (3 621) square metres held under Deed of Transfer T.20676/84.

*Street address:* 43 Outer Circuit Road, Isipingo Beach, Natal.

*Improvements:*

- (a) The main building which is the original building on the property and which is a double storey dwelling consisting of:
  - (i) The downstairs floor comprising two bedrooms, a lounge/dining-room area, kitchen, a pantry and a toilet combined with a bathroom; and
  - (ii) the upstairs floor consisting of four bedrooms, a lounge, a toilet and a separate bathroom.
- (b) A row of three duplex flats which were constructed in approximately 1987 beneath which are three lock-up garages, and each of those three flats, which are identical, consists of the following:
  - (i) The upstairs floor comprising three bedrooms (one of which contains an en-suite toilet and bathroom) and a combined toilet and bathroom; and
  - (ii) a downstairs area comprising a lounge/dining-room area, a kitchen and a toilet.

*Zoning:* Special Residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100,00) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for payment of interest at the rate of 19,75% (nineteen comma seven five per centum) per annum to the Bondholder, Nedcor Bank Limited (formerly Nedperm Bank Limited formerly South African Permanent Building Society), on the amount outstanding by the Execution Debtor to the Execution Creditor as at the date of sale or the purchase price whichever is the lesser, calculated from the date of sale to the date of transfer, both days inclusive;

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.



4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 101 Lejaton, 40 St George's Street, Durban (Tel. 301-0091.)

Dated at Durban this 13th day of August 1996.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

**Case No. 6863/95**

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and ANTONI MARK NAYLOR, First Defendant, and TRACEY LEE NAYLOR, Second Defendant**

In terms of a judgment of the above Honourable Court dated 10 November 1995, a sale in execution will be held on 4 October 1996 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder without reserve:

Lot 3379, Queensburgh Extension 18, situated in the Borough of Queensburgh, Administrative District of Natal, in extent 1 013 square metres, held under Deed of Transfer T33182/92.

*Physical address:* 14 Hills Place, Northdene.

The following information is furnished but not guaranteed: Single storey brick under tile dwelling consisting of three bedrooms (main en suite), kitchen, two lounges, dining-room, bathroom and shower, outside toilet and shower, single garage and fencing around property.

(The nature, extent, condition and existence of the improvements are not guaranteed, and are sold "voetstoots".)

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Supreme Court at Pinetown.

Dated at Durban this 12th day of August 1996.

D. H. Botha, for Strauss Daly Inc., Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs D. Varty/NO183/141/mb.)

**Case No. 3290/95**

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and HELEN GERLIE DLADLA (NDWALANE), Defendant**

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Durban South, at Room 29, Second Floor, Stafmeyer House, Beach Grove, Durban, on Thursday, 26 September 1996 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as Lot 1238, Isipingo Extension 6, situated in the Borough of Isipingo, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of KwaZulu-Natal, in extent nine hundred and thirty-three (933) square metres, and held under Deed of Transfer T4104/1994.

*Street address:* 16 Sykes Road, Isipingo Hills, Isipingo.

*Improvements:* A brick under tiled roof dwelling with detached outbuilding, swimming-pool, pool gazebo, pre-cast walling and brick paving consisting of three bedrooms, lounge, dining-room, kitchen, two bathrooms, shower and two toilets.

*Outbuildings:* Two garages, servant's quarters, laundry and toilet/shower.

*Zoning:* Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Supreme Court, 101 Lejaton, 40 St George's Street, Durban (Tel. 301-0091).

Dated at Durban this 13th day of August 1996.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

Case No. 9633/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Execution Creditor, and  
ZEPHRIED MGANISENI NGCOBO, Execution Debtor**

In pursuance of a judgment in the Court for the Magistrate of Pinetown and re-issued writ of execution dated 13 March 1996, the property listed hereunder will be sold in execution on 11 October 1996 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Ownership Unit K153, kwaDabeka, situated in the Township of kwaDabeka, District of Pinetown, in extent three hundred and sixty-eight (368) square metres.

*Postal address:* Unit K153, kwaDabeka Township, KwaZulu-Natal.

*Town-planning zoning:* Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey brick and tile dwelling consisting of lounge, kitchen, two bedrooms, bathroom and w.c.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 16th day of August 1996.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nem/02/N012/181.)

Case No. 8371/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and POOBALAN  
GOVENDER, First Defendant, and RAGAMMA GOVENDER, Second Defendant**

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Durban South, at Room 29, Second Floor, Stafmeyer House, Beach Grove, Durban, on Thursday, 26 September 1996 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as Lot 4962, Isipingo Extension 46, situated in the Borough of Isipingo and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of KwaZulu-Natal, in extent two hundred and forty-eight (248) square metres, and held under Deed of Transfer T22130/95.

*Street address:* 41 Hazel Crescent, Westmount, Isipingo.

*Improvements:* A single storey brick under tiled roof dwelling consisting of three bedrooms, bathroom with bath, basin and toilet (lino floor), lounge (lino floor), dining-room (lino floor), kitchen, no fitted cupboards (lino floor).

*Zoning:* Special Residential (not guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Supreme Court, 101 Lejaton, 40 St George's Street, Durban (Tel. 301-0091).

Dated at Durban this 14th day of August 1996.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

Case No. 766/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PROTAS THOMAS KHANYILE, Defendant**

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Inanda Area 1, at the Magistrate's Court, Room 7D, Groom Street, Verulam, on Friday, 27 September 1996 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as Ownership Unit F1019, in the Township of kwaMashu, District of Ntuzuma, in extent three hundred and ninety-seven (397) square metres, represented and described on General Plan PB47/1987, and held under Deed of Grant G3934/89.

*Street address:* Unit F1019, kwaMashu.

*Improvements:* A face brick under tile roof house with precast fencing and water and lights, consisting of lounge, dining-room, kitchen, three bedrooms, toilet and bathroom.

*Zoning:* Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam [Tel. (0322) 33-1037.]

Dated at Durban this 15th day of August 1996.

Livingston Leandy Inc., Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

#### Case No. 4418/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and JOHAN BLOEM, First Defendant, and CHRISTINA HENDRINA BLOEM, Second Defendant**

In pursuance of a judgment granted on 1 July 1996 in the above Court, and writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 8 October 1996 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds Office description:* Lot 1649, Richards Bay Extension 7, situated in the Richards Bay Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 961 (nine hundred and sixty-one) square metres.

1. (b) *Street address:* 4 Wonderboom, Arboretum, Richards Bay.

1. (c) *Property description* (not warranted to be correct): Three bedrooms, bathroom, kitchen, garage and outside buildings and lounge.

1. (d) *Zoning/special privileges or exemptions:* Special Residential Zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Davidson Chambers, Union Street, Empangeni, and at the office of Schreiber Smith, Suite 1, Richards Park Building, Richards Bay.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 13th day of August 1996.

Schreiber Smith Attorneys, Suite 1, Richards Park Building; P.O. Box 1327, Richards Bay, 3900; c/o Schreiber Smith Attorneys, Yellowwood Lodge, Norman Tedder Lane, P.O. Box 175, Empangeni, 3880. (Ref. Mrs Erasmus/10/F2220/96.)

#### Case No. 2509/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between NBS BANK LIMITED (REG. No. 87/01384/06), Plaintiff, and SATHISHWAR RAMNARAIN, First Defendant, and SANGEETHA DEVI RAMNARAIN, Second Defendant**

In pursuance of a judgment, the immovable property listed hereunder shall be sold in execution to the highest bidder on 7 October 1996 at 09:00, at the front entrance of the Magistrate's Court, Tower Building, Wick Street, Verulam:

*Description:* Sub. 1 of Lot 534, Verulam, situated in the Borough of Verulam and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 542 square metres.

*Address:* 36 Valley View Drive, Temple Valley, Verulam.

*Improvements:* Brick under tile dwelling consisting of entrance hall, main bedroom (carpeted, en-suite), two bedrooms (carpeted), lounge and dining-room open-plan (carpeted), prayer room, laundry room, toilet and bathroom, double garage.

*Town-planning Zoning:* Special Residential.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

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 to be secured by a bank or building society guarantee.

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, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011655.)

Case No. 5136/91

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between STANDARD CREDIT CORPORATION LIMITED, Execution Creditor, and  
GOPAUL GOVINDSAMI CHETTY, Execution Debtor**

In pursuance of a judgment granted on 21 February 1992, in the Magistrate's Court for the District of Inanda, held at Verulam and a writ of execution issued thereunder, the immovable property listed hereunder, will be sold in execution on Monday, 7 October 1996 at 09:00, at the front entrance to the Magistrate's Court, Tower Building, Wick Street, Verulam:

The following information relating to the property is furnished but not guaranteed in any way:

*Description:* Lot 1331, Castlehill, situated in the City of Durban, Administrative District of Natal, in extent three hundred and seventeen (317) square metres held under Deed of Transfer T15523/89.

*Street address:* 85 Palm Castle Road, Castle Hill, Newlands West.

*Improvements:* Double storey brick under tile dwelling consisting of: *Upstairs:* Three bedrooms (tiled), toilet and bathroom. *Downstairs:* Lounge, dining-room, kitchen (all tiled), toilet, paved driveway, burglar guard and lights.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the Auctioneer within fourteen (14) days after the sale.

2. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

3. The property and the improvements thereon are sold voetstoots and without any warranties.

4. 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 26th day of August 1996.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban; c/o 1 Realty Centre, 23 Verulam/Umdhloti Main Road, Verulam. (Ref. DCL/MR/54/S.588.)

Case No. 1857/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Natal Provincial Division)**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and SUDHIR JHAGROO,  
First Defendant, VALERIE MICHELLE JHAGROO, Second Defendant, and SARASVATHI JHAGROO, Third Defendant**

Take notice that in execution of a judgment by default in the above Court, a sale in execution, will be held by the Sheriff of the Supreme Court, Pietermaritzburg, at Sheriff's Office, 6 Courtyard, Derek hall, 172 Loop Street, Pietermaritzburg, on Friday, 27 September 1996 at 10:30, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Sub. 3 of Lot 104, Raisethorpe, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 431 (four hundred and thirty-one) square metres, held by the Defendants under Deed of Transfer T30155/94.

The following information is furnished regarding the property, though in this respect, nothing is guaranteed:

1. The property's physical address is 15 Gogas Road, Raisethorpe, Pietermaritzburg.

2. The improvements consist of a single storey dwelling constructed of precast walls with a concrete tile roof, comprising lounge, kitchen, four bedrooms, two bathrooms and toilets, shower and toilet, balcony, two garages and storeroom.

3. The town-planning zoning of the property is Special Residential.

The full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, Pietermaritzburg, at Sheriff's Office, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on 27th August 1996.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26S0441/96.)

Case No. 16473/96

## 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  
SUYEN MANIRAM KOWLESSAR, Judgment Debtor**

In pursuance of a judgment in the above Court and writ of execution dated 14 August 1996, the immovable property listed hereunder will be sold in execution on Friday, 27 September 1996 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Remainder of Subdivision 2 of Lot 467, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 3 213 (three thousand two hundred and thirteen) square metres, situated at 28 Brand van Zyl Road, Prestbury, Pietermaritzburg, held by Judgment Debtor under Deed of Transfer T26219/95.



The following information is given about the immovable property but is not guaranteed:

*Zoning:* Special residential.

*Improvements:* A single storey dwelling constructed of brick under corrugated iron roof, comprising lounge, dining-room, kitchen, laundry, four bedrooms, two bathrooms, two showers, two w.c.'s, two garages, two servants' quarters and w.c.

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 27th day of August 1996.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. ABB/06N2385/93.)

**Case No. 3930/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between ABSA BANK LIMITED, Plaintiff, and LUCKY LAWRENCE GWALA, First Defendant, and AGNES FIKELAPHI GWALA, Second Defendant**

In pursuance of a judgment granted on 19 June 1996 in the Court of the Magistrate, Inanda, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder on 7 October 1996 at 09:00, at the front entrance of the Magistrate's Court, Tower Building, Wick Street, Verulam:

*Description:* A certain piece of land being: Subdivision 42 of Lot 442, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 359 square metres.

*Address:* 5 Pike Place, Newlands East, Natal.

*Improvements:* Brick under tile dwelling house consisting of two bedrooms, lounge and dining-room, kitchen (tiled), toilet and bathroom and burglar guards.

*Town-planning zoning:* Special Residential.

Nothing is guaranteed in the above respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Inanda-District Two at Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 27th day of August 1996.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D. Gardyne/VL/GAL2741.)

**Case No. 72843/94**

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 SURESHCHANDRA VALLABH BHIKA, Defendant**

In pursuance of a judgment, the immovable property listed hereunder shall be sold in execution to the highest bidder on 4 October 1996 at 10:00, in Room 11, Magistrate's Court Building, Groom Street entrance, Verulam:

*Description:* Lot 248, Avoca Hills, situated in the City of Durban, Administrative District of Natal, in extent 735 square metres.

*Postal address:* 128 Avoca Hills Drive, Avoca Hills, Durban.

*Improvements:* Vacant Land.

*Town-planning zoning:* Special Residential.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- (b) The property shall be sold without reserve to the highest bidder.

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 to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (1), 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. COLLS/P. Murugan/05N011621.)

**Case No. 3130/96**

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

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and VADIVELU VADIVELU, First Defendant, and GOVINDAMMA VADIVELU, Second Defendant**

In pursuance of a judgment, the immovable property listed hereunder shall be sold in execution to the highest bidder on 4 October 1996 at 10:00, in Room 11, Magistrate's Court Building, Groom Street entrance, Verulam:

*Description:* Lot 352, Eastbury, situated in the City of Durban, Administrative District of Natal, in extent 169 square metres.

*Address:* 70 Prestbury Terrace, Eastbury, Phoenix.

*Improvements:* Block under tile, three level house comprising of level 1: Single garage—level 2: Balcony incomplete; lounge incomplete; dining-room; kitchen and toilet; toilet outside incomplete—level 3: Two incomplete bedrooms; three bedrooms and bathrooms.

*Town-planning zoning:* Special Residential.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- (b) The property shall be sold without reserve to the highest bidder.

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 to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda (1), 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. COLLS/P. Murugan/05N011765.)

**Case No. 19113/96**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and DUVAL BROEKMAN, Defendant**

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 21 August 1996, the following immovable property will be sold in execution on 4 October 1996 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, to the highest bidder:

Subdivision 26 (of 12), of the Farm Otto's Bluff 13013, situated in the Administrative District of Natal, Province of KwaZulu-Natal, in extent 1,0877 square metres, held under Deed of Transfer T2149/96.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at Subdivision 26 (of 12), of the Farm Otto's Bluff 13013, Otto's Bluff Road, Pietermaritzburg, KwaZulu-Natal, and the property consists of land improved by entrance hall, lounge, dining-room, three bedrooms, bath and toilet, bath, toilet and shower.

*Material conditions of sale:* The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, KwaZulu-Natal, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 30th day of August 1996.

Lynn & Berrange Attorneys, Suite 1, Protea House, 187 Berg Street, Pietermaritzburg. (Ref. P. Berrangé/lg.)

Case No. 19972/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

**In the matter between SAAMBOU BANK LIMITED (No. 87/05437/06), Plaintiff, and BRUCE CHEEK, Defendant**

In pursuance of a judgment granted on 22 May 1996, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 26 September 1996 at 10:00, in Room 29, Second Floor, 21 Stafmayer House, 24 Beach Grove, Durban:

Section 44, as shown and more fully described on Sectional Plan SS186/91 in the scheme known as Princeton, in respect of the land and building or buildings situated in the City of Durban, in extent 34 (thirty-four) square metres.

*Postal address:* Flat 46, Princeton Point, Durban.

*Town-planning zoning:* Residential.

*Special privileges:* None.

*Improvements:* Bachelor flat, kitchen, bathroom, lounge and sleeping area combined, closed balcony (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the sale and conditions of the Magistrates' Courts Act and rules made thereunder.

2.1 The purchaser shall pay a deposit of 20% (twenty 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 for the Magistrate's Court of the Court within fourteen (14) days after the sale to be approved by the Plaintiff's attorneys.

2.2 The purchaser shall be liable for payment of interest at the rate as set from time to time by Saambou and prevailing from time to time from the date of sale to date of transfer together with interest to any other bondholder/s at the rate prescribed in the mortgage bond/s on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban, at Durban.

Dated at Durban on this 23rd day of August 1996.

J. Krog, for Du Toit Havemann & Krog, Plaintiff's Attorney, Stafmayer House, Beach Grove, Durban. [Tel. (031) 301-2755.] (Ref. 07/S630/0623.)

Case No. 12361/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

**In the matter between NBS BANK LIMITED, Plaintiff, and TIMOTHY KOLISILE MBOBO, Defendant**

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 25 June 1996, the following immovable property will be sold in execution on Friday, 4 October 1996 at 10:00, at the Royal Hotel Parking, Barclay Street, Kokstad, to the highest bidder:

Remainder of Erf 123, Matatiele, situated in the Borough of Matatiele, Administrative District of Matatiele, in extent two thousand one hundred and fifty (2 150) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 59 High Street, Matatiele, which property consists of land improved by a single-storey dwelling-house under brick and asbestos roof comprising three bedrooms, bathroom, two w.c.'s, lounge, dining-room, kitchen, pantry and also consists of detached rondavel with kitchenette and bathroom. Outbuilding comprises garage, two servants' quarters and w.c.

*Material condition of sale:*

The purchaser shall pay (10%) ten per cent of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Matatiele, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, Matatiele, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 28th day of August 1996.

R. A. J. P. Dawson, for Dawsons, Attorneys for Plaintiff, 19 Theatre Lane, Pietermaritzburg. (Ref. Mr Dawson/Rabia/N0660/00.)

Case No. 14645/96

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and COLLIN HUGH BAXTER, First Defendant, CHRISTINA SUSSANNA BAXTER, Second Defendant, NAVINDRA NARRAINAN, Third Defendant, and KAREN LOUISE NARRAINAN, Fourth Defendant**

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 12 August 1996, the following immovable property will be sold in execution on 4 October 1996 at 11:00, at the Sheriff Salesroom, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, to the highest bidder:

(i) Subdivision 4 of Lot 2206, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 307 square metres; and

(ii) Subdivision 8 (of 5) of Lot 2207, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 163 square metres, held under Deed of Transfer T34514/94.

The following information is furnished regarding the property, but is not guaranteed.

The property is physically situated at 66 Boom Street, Pietermaritzburg, KwaZulu-Natal, and the property consists of land improved by entrance hall, lounge, dining-room, three bedrooms, kitchen, bath, toilet, shower, separate toilet, garage, two utility rooms, outside toilet, paving and walls.

*Material conditions of sale:*

The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, KwaZulu-Natal, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 2nd day of September 1996.

Lynn & Berrange Attorneys, Suite 1, Protea House, 187 Berg Street, Pietermaritzburg. (Ref. P. Berrangé/lg.)

Case No. 4732/95

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

**In the matter between CHEREE INVESTMENTS (PTY) LIMITED, Execution Creditor, and N. T. DE KOKER, First Execution Debtor, and M. E. DE KOKER, Second Execution Debtor**

In pursuance of a judgment granted on 6 October 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 4 October 1996 at 10:00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description Lot 450, Atholl Heights Extension 3, situated in the Borough of Westville, Administrative District of Natal, in extent 2 129 square metres, held under Deed of Transfer T9657/1994.

*Physical address:* 60 Aberfeldy Road, Westville.

*Improvements* (nothing is guaranteed in these respects): Brick under tile dwelling consisting of three bedrooms (main ensuite), bathroom, lounge, dining-room area, entertainment area, kitchen, garage and servants' quarters.

*Zoning:* Residential.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) 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 Plaintiff's attorneys to be furnished to the Sheriff of the Magistrate's Court within fourteen (14) days after the date of sale.
3. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Pinetown, or at the offices of the Plaintiff's attorneys.

Larson & Bruorton Inc., Attorneys for the Plaintiff, Third Floor, Momentum House, corner of Prince Alfred Street and Oudtshoorn Road, Durban, Durban 4001. (Tel. (031) 32-87411 (Ref. Mr C. R. Bruorton/wl/02/S037/005.))



Case No. 46/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
ERNEST VILAKAZI, Defendant**

In pursuance of judgments granted in the above Honourable Court, dated 8 March 1996 and a warrant of execution, the undermentioned property will be sold in execution on 8 October 1996 at 15:00, in front of the Magistrate's Court, Ezakheni:

Ownership Unit B3517, situated in the Township of Ezakheni, District of eMnambithi, in extent 464,7 (four six four comma seven) square metres.

The following further details of the property and the improvements thereon are given although the Execution Creditor does not warrant in any way whatsoever that this information is accurate:

One dwelling-house comprising of bedrooms, lounge, dining-room, kitchen and ablution facilities.

(Any prospective purchasers are advised to inspect the property themselves).

*Material conditions:*

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay 10% (ten per cent) of the purchase price upon conclusion of the sale in cash and shall guarantee the balance within fourteen (14) days.

3. The property is deemed to be sold voetstoots.

4. The full conditions may be inspected at the office of the Sheriff, 5 Poort Road, Ladysmith.

Dated at Ladysmith this 29th day of August 1996.

Christopher, Walton & Tatham, Plaintiff's Attorneys, 133 Murchison Street, P.O. Box 126, Ladysmith, 3370.  
(Ref. 06L062037/GVH/ce.)

Case No. 1858/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and KRISHNA NAICKER,  
First Defendant, and MERCY NAICKER, Second Defendant**

In pursuance of a judgment, the immovable property listed hereunder shall be sold in execution to the highest bidder on 4 October 1996 at 10:00, in room 11, Magistrate's Court Building, Groom Street Entrance, Verulam:

*Description:* Lot 575, Woodview, situated in the City of Durban, Administrative District of Natal, in extent 252 square metres.

*Address:* 13 Templewood Close, Woodview, Phoenix.

*Improvements:* Block under tile dwelling consisting of three bedrooms, lounge, kitchen, toilet and bathroom, water and lights.

*Town-planning zoning:* Special Residential.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

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 to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P Murugan/05N011771.)

Case No. 38459/93

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 KRISHNA MANIRAM, and PRISCILLA MANIRAM, Defendants**

In pursuance of a judgment, the immovable property listed hereunder shall be sold in execution to the highest bidder on 4 October 1996 at 10:00, at the front entrance to the Magistrate's Court Building, at Couper Street, Stanger:

*Description:* Lot 86, Padianagar, situated in the Development Area of Tugela, Administrative District of Natal, in extent 1 068 square metres.

*Postal address:* 86 Emerald Circle, Padianagar, Tugela Rail.

*Improvements:* Lounge, dining-room, three bedrooms (one with en-suite), toilet and bath, separate toilet, kitchen with built-in cupboards, garage and not joining the main building is a prayer room.

*Town-planning zoning:* Special Residential.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

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 to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Stanger.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P Murugan/05N011417.)

**Case No. 1788/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

**In the matter between NBS BANK LIMITED, No. 87/01384/06, Judgment Creditor, and DONOWAN GREEN, and First Judgment Debtor, and JOYCELIA REBECCA GREEN, Second Judgment Debtor**

In pursuance of judgment in the Magistrate's Court at Stanger, dated 2 July 1996, and a writ of execution issued thereafter, the property listed hereunder will be sold in execution on 4 October 1996 at 10:00, at the front entrance to the Magistrate's Court Building, Couper Street, Stanger, to the highest bidder:

A unit consisting of:

(a) Section 6 (six) as shown and more fully described on Sectional Plan SS75/88, in the scheme Brooklyn One, in respect of the land and building or buildings situated in the kwaDukuza, Stanger Transitional Local Council, of which the floor area, according to the said sectional plan is 49 (forty-nine square metres); 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 6, Brooklyn One, Chota Street, Stanger.

The following improvements are reported to be on the property, but nothing is guaranteed: Brick under asbestos: Two bedrooms, lounge, kitchen, toilet and bath.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, 116 Couper Street, Stanger. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 29th day of August 1996.

David John Thomson, for John Hudson & Company, Plaintiff's Attorneys, 303 Florida Road, Durban, 4001.

**Case No. 69044/95**

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

**In the matter between BODY CORPORATE OF WATERSIDE, Execution Creditor and Mr R. B. ISMAIL, Execution Debtor**

In pursuance of a judgment of the Magistrate's Court for the District of Durban and a writ issued thereunder, the immovable property described hereunder will be sold in execution on Tuesday, 1 October 1996 at 14:00, on the front steps of the Magistrate's Court, Somsteu Road, Durban.

*Description:* A unit consisting of—

(a) Section 47 as shown more fully on Sectional Plan SS364/93 in the scheme known as Waterside in respect of the land and building or buildings situated at Durban, of which section the floor area, according to the said sectional plan is 189 (one hundred and eighty nine) square metres in extent; and

(b) 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. Held under Deed of Transfer ST10010/95;

(c) an exclusive use area described as Parking Bay P47 measuring 27 square metres being as such part of the common property, comprising the land and the scheme known as Waterside in respect of the land and building or buildings situated at Durban, Local Authority of Durban, and held under Notarial Deed of Cession SK1675/95 dated 30 June 1995.

*Street address:* 411 Waterside, 73 Riverside Road, Umgeni Park, Durban.

*Improvements:* One flat consisting of three bedrooms with bathrooms combined with toilet, wash-basins and built-in cupboard, kitchen with built-in lounge/dining-room, entrance hall, double garage, laundry/geyser room and verandah/balcony. The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.

*Zoning:* General Residential 1.

The sale shall be subject to the following conditions:

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Court Act and the rules made thereunder;
- (b) The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the execution creditor's attorneys and to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after such sale.
- (c) The purchaser shall be liable for payment of interest at the rate of 19,25% (nineteen comma two five per cent) per annum to the bondholders on the amount to be awarded to the bondholders in terms of the plan of distribution, calculated as from date of sale to date of transfer, both days inclusive;
2. (a) The purchaser (other than the Execution Creditor) shall pay the Sheriff's and/or auctioneer's auction commission and value-added tax thereon, immediately after the sale and in addition, all transfer costs, including arrear and current rates and/or levies, sewerage connection fees (if any), taxes, attorney and client legal fees, and all other charges necessary to effect transfer upon request by the attorney for the Execution Creditor;
3. (a) The full conditions may be inspected at the office of the Sheriff, Durban North, or at the offices of McKenzie Dixon.

Dated at Westville on this 29th day of August 1996.

A. M. Lomas-Walker, McKenzie Dixon, Attorney for Execution Creditor, 14 Acacia Avenue, Westville, 3630.

**Case No. 2117/96**

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between FIDELITY BANK LIMITED, Plaintiff, and JOHANNA MARIA LANDSBERG, Defendant**

Pursuant to a judgment of the above-mentioned Honourable Court dated 29 July 1996, the undermentioned immovable property will be sold by the Sheriff, Pietermaritzburg, by public auction on Friday, 27 September 1996 at 09:00, at the Sheriff Office, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal.

The immovable property is: (i) Section 11 as shown and more fully described on Sectional Plan 02/94 in the scheme known as Esperanto in respect of the land and building or buildings situated at Pietermaritzburg, Local Authority Pietermaritzburg, of which the section and floor area, according to the said sectional plan is 94 (ninety four) square metres in extent; and (ii) an undivided share in the common property of the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

*Postal address:* 11 Esperanto, 226 Boom Street, Pietermaritzburg, KwaZulu-Natal.

*Improvements:* Second floor flat, lounge, kitchen, two bedrooms, bathroom with toilet and carport.

*Zoning:* Residential.

Nothing is guaranteed in these respects.

The conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, provide inter alia, for the following:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the date of sale to the Sheriff.
2. The balance of the purchase price, shall be paid by the Purchaser to the Sheriff on the date of transfer, together with interest at the rate of 21% (twenty one per centum) per annum, compounded monthly, in advance, on the amount of the Plaintiff's judgment as it stands at the date of sale, or on the balance of the purchase price, whichever of the two are greater.

Such interest to be calculated from the date of sale to the date of registration of transfer of the property into the name of the Purchaser, both days inclusive, which shall be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys and to be furnished to the Sheriff, within fourteen (14) days after the date of sale, which said guarantee is to be irrevocable and not subject to withdrawal by the bank or building society issuing same.

Dated at Pietermaritzburg on this 3rd day of August 1996.

W. O. N. James, for Shephstone & Wylie Tomlinsons, Plaintiff's Attorneys, 165 Pietermaritz Street, Pietermaritzburg.  
(Ref. WON JAMES/SS/87F0037/96.)

Case No. 19112/96

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and KHETOKWAKHE JOHNSON MKHIZE, First Defendant, and MINA ESLINA MKHIZE, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Pietermaritzburg, dated 21 August 1996, the following immovable property will be sold in execution on 4 October 1996 at 11:00, at the Sheriff's Saleroom, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, to the highest bidder:

Subdivision 1146 (of 988) of the farm Northdale 14914, situated in the Pietermaritzburg-Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 270 square metres, held under Deed of Transfer T1859/96.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 53 Olympia Way, Northdale, Pietermaritzburg, KwaZulu-Natal, and the property consists of land improved by lounge, bedroom, kitchen, detached toilet and shower.

**Material conditions of sale:** The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee, approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, KwaZulu-Natal, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 3rd day of September 1996.

Lynn & Berrangé Attorneys, Suite 1, Protea House, 187 Berg Street, Pietermaritzburg. (Ref. P. Berrangé/lg.)

Case No. 4310/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

**In the matter between NBS BANK LIMITED, Plaintiff, and ANTHONY MICHAEL WILKINSON, Defendant**

In pursuance of a judgment granted on 25 June 1996 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 3 October 1996 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds Office description:*

A unit consisting of—

(a) Section 11, as shown and more fully described on Sectional Plan SS360/93, in the scheme known as Platina Park, in respect of the land and building or buildings situated at Lot 215, Kuleka, Borough of Empangeni, of which the floor area, according to the said sectional plan, is 257 (two hundred and fifty-seven) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

1 (b) *Street address:* Platina Park, 2-4 Platina Avenue, Kuleka, Empangeni Rail.

(c) *Improvements* (not warranted to be correct): A mini factory consisting of a kitchenette, two toilets and a workshop.

(d) *Zoning/Special privileges or exemptions:* Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, First Floor, Davidson's Chambers, Union Street, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 30th day of August 1996.

Schreiber Smith Attorneys, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/kr/09/N9084/96.)

Case No. 4051/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

**In the matter between NBS BANK LIMITED, Plaintiff, and CALYP AGT BELEGGINGS BK, First Defendant, and Mr JOHANNES MICHAEL WILLEMSE, Second Defendant**

In pursuance of a judgment granted on 28 June 1996 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 3 October 1996 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds Office description:* A unit consisting of—

(a) Section 10, as shown and more fully described on Sectional Plan SS350/95, in the scheme known as Calypso Centre, in respect of the land and building or buildings situated at Richards Bay Transitional Local Council Area of which the floor area, according to the said sectional plan, is 120 (one hundred and twenty) 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.

(b) *Street address*: Section 10, Calypso Centre, Lira Link, Richards Bay.

(c) *Improvements* (not warranted to be correct): Shop premises.

(d) *Zoning/special privileges or exemptions*: Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, First Floor, Davidson's Chambers, Union Street, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 30th day of August 1996.

Schreiber Smith Attorneys, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/kr/09/N9077/96.)

**Case No. 4897/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

**In the matter between NBS BANK LIMITED, Plaintiff, and JACOBUS CHRISTOFFEL POTGIETER, First Defendant, and GERTRUIDA SUSANNA ELIZABETH POTGIETER, Second Defendant**

In pursuance of a judgment granted on 19 July 1996 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 3 October 1996 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds Office description*: A unit consisting of—

(a) Section 27, as shown and more fully described on Sectional Plan SS382/85, in the scheme known as Fairway Mews, in respect of the land and building or buildings situated at Empangeni, of which the floor area, according to the said sectional plan, is 129 (one hundred and twenty-nine) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST14749/95.

(b) *Street address*: Flat 16, Fairway Mews, Turnbull Street, Empangeni.

(c) *Improvements* (not warranted to be correct): A flat with two floors consisting of a lounge, dining-room, hallway, kitchen, three bedrooms, bathroom, shower and two toilets.

(d) *Zoning/special privileges or exemptions*: Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, First Floor, Davidson's Chambers, Union Street, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 30th day of August 1996.

Schreiber Smith Attorneys, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/kr/09/N9093/96.)

**Case No. 4980/95**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

**In the matter between NBS BANK LIMITED, Plaintiff, and ALLAN JOSEPH ROBERT, First Defendant, and MARINA JOAN ROBERT, Second Defendant**

In pursuance of a judgment granted on 8 December 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 3 October 1996 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds Office description*: Lot 3886, Richards Bay (Extension 14), situated in the Richards Bay Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, measuring 1 220 (one thousand two hundred and twenty) square metres in extent.

(b) *Street address*: 29 Disa Dives, Veld-en-Vlei, Richards Bay.

(c) *Improvements* (not warranted to be correct): A single storey brick under tile roof dwelling consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms, two toilets, two garages and pool.

(d) *Zoning/special privileges or exemptions*: Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, First Floor, Davidson's Chambers, Union Street, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 30th day of August 1996.

Schreiber Smith Attorneys, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/kr/09/N9114/95.)

Case No. 1233/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

**In the matter between NBS BANK LIMITED, Plaintiff, and WELLINGTON NDODA NSIBANDE, First Defendant, and SIBONGILE ELIZABETH NSIBANDE, Second Defendant**

In pursuance of a judgment granted on 23 October 1995 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, to the highest bidder on 3 October 1996 at 11:00 at the Magistrate's Court, Empangeni:

1. (a) *Deeds Office description*: Lot 3122, Empangeni (Extension 23), situated in the Borough of Empangeni, Administrative District of Natal, measuring 1 150 (one thousand one hundred and fifty) square metres.

1. (b) *Street address*: 7 Gemini Drive, Empangeni.

1. (c) *Improvements* (not warranted to be correct): A single storey brick under tile roof dwelling consisting of an entrance hall, lounge, dining-room, kitchen, laundry room, three bedrooms, two bathrooms, two showers, two toilets and two garages.

1. (d) *Zoning/Special privileges or exemptions*: Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, First Floor, Davidson's Chambers, Union Street, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 30th day of August 1996.

Schreiber Smith Attorneys, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr. Rohrs/kr/09/N9030/95.)

Case No. 18001/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

**In the matter between FIRST NATIONAL BANK, Plaintiff, and SIFISO JEFFREY NGIDI, Defendant**

In pursuance of a judgment granted on 1 August 1996, 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 4 October 1996 at 11:00, at the Sheriff's salesroom, 277 Berg Street, Pietermaritzburg:

*Description*: Subdivision 105 of Lot 1485, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Council Area, Administrative District of KwaZulu-Natal, in extent 654 (six hundred and fifty four) square metres.

*Postal address*: 30 Wanderers Crescent, the Grange, Pietermaritzburg.

The property consists of a single-storey dwelling comprising lounge, dining-room, kitchen, three bedrooms, bathroom and toilet together with outbuildings comprising carport, store-room and toilet.

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 on this 5th day of September 1996.

M. Berglund, for Stowell & Co., c/o Mendel Cohen & Partners, Attorneys for Plaintiff, 338 Permanent Building, Paul Kruger Street, Pretoria. (Tel. 323-3671.) (Ref. Mrs. M. Berglund/RO/N2091.)

Case No. 19769/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

**In the matter between YENTI INVESTMENTS (PTY) LTD, Plaintiff, and PETER LYNN AGNEW, trading as PETER LYNN KITCHENS, Defendant**

In pursuance of a judgment granted on 31 May 1996, 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 3 October 1996 at 10:00, at Room 29, Second Floor, 21 Staffmayer Road, 24 Beach Grove, Durban, to the highest bidder:

*Description*: Erf 0000615, Portion 0005 (remaining extent), Township of Seaview, in extent 1 091 (one thousand and ninety-one) square metres.

*Postal address*: 19 Talana Place, Seaview, Durban.

*Improvements*: Single storey house under tiled roof, three bedrooms, lounge, dining-room, bathroom, toilet, single garage attached to house, held by the Defendant in name under Deed of Transfer T27001/88.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court.

Dated at Durban this 30st day of August 1996.

(Ref. LMK/SN/46C973013.)

Case No. 12031/96

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

**NEDCOR BANK LIMITED, Plaintiff, versus PHUMLANI BLESSING JEROME DLAMINI, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Room 7D, Groom Street, Verulam, on Friday, 11 October 1996 at 10:00.

Full conditions of sale can be inspected at the Sheriff, Verulam, Shop 2, Mountview Shopping Centre, corner of Jacaranda Avenue and Inanda Road, Mountview, and will be read out prior to the sale.

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

*Property:* Site J1026, situated in the Township of kwaMashu.

*Improvements:* Three bedrooms, bathroom, lounge, dining-room and kitchen.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT4268.)

Case No. 1874/95

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED, trading as VOLKSKAS BANK, Plaintiff, and BRUCE CHEEK, Defendant**

In terms of a judgment of the above Honourable Court dated 24 April 1996, a sale in execution will be held on 3 October 1996 at 10:00 in Room 29, Second Floor, 21 Staffmayer House, 24 Beach Grove, Durban, to the highest bidder without reserve:

(a) Section 16 as shown and more fully described on Sectional Plan No. SS230/94 in the scheme known as Albert Park Mansions in respect of the land and building or buildings situated at Durban, in the Local Authority of Durban of which section the floor area according to the said sectional plan is 56 square metres in extent; and

an undivided share in the common property in the scheme apportioned on the said section in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer ST15672/94 subject to the conditions endorsed on the said sectional plan.

(b) Parking bay P26 as shown and more fully described on Sectional Plan SS230/94 in the scheme known as Albert Park Mansions in respect of the land and building or buildings situated at Durban, in the Local Authority of Durban of which section the floor area according to the said sectional plan is 8 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 Notarial Deed of Cession of Exclusive Use Area No. SK3792/94.

*Physical address:* 35 Albert Park Mansions, 5/7 Russell Street, Durban.

The following information is furnished but not guaranteed: A concrete brick and plaster flat (floor carpeted), comprising of bedroom, lounge, dining-room, toilet, bathroom, water and light facilities. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Supreme Court at Durban Central.

Dated at Durban this 2nd day of September 1996.

D. H. Botha, for Strauss Daly Inc., Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs van Huyssteen/A0040/328/MM.)



Case No. 10495/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

**In the matter between ANGUS BERNARD POHL, Plaintiff, and ANTONIO DA SILVA ALVES, Defendant**

In pursuance of a judgment granted on 14 May 1996, in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 4 October 1996 at 10:00, at the front entrance to the Magistrate's Court Building, Chancery Lane, Pinetown:

*Description:* Lot 3852.

*Postal address:* 97 Bleinheim Road, Pinetown.

*Town-planning zoning:* Residential.

*Improvements* (not guaranteed): Four bedrooms, lounge, two bathrooms, dining-room, kitchen and servants' quarters.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The full conditions of sale may be inspected at the office of the Sheriff of the Court, Pinetown, or at our offices.
3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by us and to be furnished to the Court Sheriff within fourteen (14) days after the date of sale.
4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer, upon request by the said attorneys.
5. Payment of the Sheriff's/auctioneer's fees of five per cent (5%) on the first R20 000 (twenty thousand rand) and 3% (three per cent) on the balance is payable in cash immediately after the sale.
6. Possession and occupation of the property shall, subject to the rights of existing tenants pass to the purchaser upon the sale being effected, from which date all benefits, risks and liabilities in respect of the property shall pass to the purchaser.
7. The improvements on the property are as stated above but no guarantees are given in this regard.
8. The purchaser shall be liable for value-added tax on the sale price as well as on the Sheriff's commission.

Dated at Pinetown on the 29th day of August 1996.

John Dua Attorneys, Plaintiff's Attorneys, Suite 8, 3 Warwick Place, Pinetown. (Ref. Mr Thornhill/AT/P6.)

Case No. 506/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED (Reg. No. 86/04794/06), Plaintiff, and  
HAROLD FREDERICK EDGAR, Defendant**

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 24 June 1996 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Pinetown, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 4 October 1996, at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Samkit Centre, 62 Caversham Road, Pinetown, 3610, namely:

Subdivision 3 of the farm Woodlands 13984, situated in the Township of Gillitts, Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 4 259 (four thousand two hundred and fifty-nine) square metres, now known as Lot 462, Gillitts, situated in the Town Board Area of Gillitts, Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 4 259 (four thousand two hundred and fifty-nine) square metres, which property is physically situated at 1 Woodlands Road, Gillitts, 3610, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T24040/84.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of brick under tile dwelling consisting of entrance hall, lounge, dining-room, family room, four bedrooms, kitchen, bath/shower, bath/shower/toilet, separate toilet, laundry, outbuildings consisting of single garage, double carport, utility room, shower/toilet, pool, gazebo, paving and walls.

*Zoning:* The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.



(c) The balance of the purchase price together with interest at the rate of 18,25% (eighteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

(d) The full conditions may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, 3610.

Dated at Durban this 28 August 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/A0034/721/Mrs Chetty.)

Case No. 4180/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between FIRST NATIONAL BANK OF S.A. LTD, Execution Creditor, and VUSUMUZI PETROS MTHETHWA, First Execution Debtor, and ZANELE KEVIN LYNETTE MTHETHWA, Second Execution Debtor**

In pursuance of judgment granted on 3 June 1996 in the Magistrate's Court, Verulam and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 7 October 1996 at 09:00, at the front entrance of the Magistrate's Court, Tower Building, Wick Street, Verulam, to the highest bidder:

*Property description:*

(a) Lot 1425, Verulam Extension 15, situated in the Borough of Verulam and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 660 square metres, held under Deed of Transfer T8411/1994 dated 5 April 1994.

*Physical address:* 21 Larkspur Drive, Brindhaven, Verulam.

*Improvements:* Brick under tile dwelling consisting of three bedrooms (carpeted), lounge and dining-room (open plan, carpeted), kitchen, toilet, toilet/bathroom, driveway (cemented) and burglar guards.

Nothing is guaranteed in respect of such improvements on the property.

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 shall pay 10% (ten per cent) of the purchase price at the time of the sale, and the balance against transfer which balance is to be secured by a bank or building society guarantee, approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within 14 (fourteen) days after the date of the sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per cent) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.
3. If transfer of the property is not registered within six weeks after the sale, the purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 15,5% (fifteen comma five per cent) per annum on the amount of the award to the Execution Creditor in the plan of distribution as from the expiration of six weeks after the sale to date of transfer, and to pay any other bondholders at the rates stipulated in such bonds on the award to such bondholders in the Sheriff's distribution account for the above period.
4. Transfer shall be effected by the Execution Creditor's attorneys and the purchaser shall pay all transfer costs transfer dues, arrear rates, value-added tax, current and arrear rates, levies and taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, District of Inanda, Area No. Two (2), Suite 7, Foresum Centre, old Main Road, Tongaat. [Tel. (0322) 92-1000.]

Dated at Verulam this 30th day of August 1996.

Chabalall & Company, Execution Creditor's Attorneys, Suite 6/8, Greenfield Towers, Wick Street, Verulam, 4340.

## ORANGE FREE STATE ORANJE-VRYSTAAT

Saak No. 34/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDEFORT GEHOU TE VREDEFORT

**In die saak tussen ABSA BANK BEPERK, handeldrywende as TRUSTBANK, Eiser, en  
Mev. HESTER PIENAAR, Verweerder**

Ingevolge 'n vonnis van die Oberholzer Hof gedateer 19 April 1993 en 'n daaropvolgende lasbrief vir eksekusie uitgereik deur die Vredefort Hof, sal die ondervermelde eiendom op 9 Oktober 1996 om 10:00, voor die Landdroskantore te Vredefort, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 554-uitbreiding 12, geleë in die dorpsgebied Vredefort, groot 1 469 (eenduisend vierhonderd nege-en-sestig) vierkante meter, gehou kragtens Akte van Transport T7862/1994 geleë te Vredefort, waarop onder andere die volgende verbeterings opgerig is, teweete 'n woonhuis met sinkdak. Die huis bestaan uit vier slaapkamers waarvan een slaapkamer 'n badkamer met 'n stort het, plus een badkamer met toilet en bad, plus eet/sitkamer met knotty pine plafonne en 'n kombuis en buitegeboue wat bestaan uit buitekamer en toilet met enkelmotorhuis. Geen waarborg word egter gegee ten opsigte van die voorgaande beskrywing of verbeterings nie.

**Voorwaardes:**

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van die Landdroshofwet, Wet No. 32 van 1944, en Reëls daarkragtens uitgevaardig.

2. 'n Deposito van R5 000 (vyfduisend rand) of 10% (tien persent) van die koopprijs, welke bedrag ookal die meeste is, is onmiddellik na afhandeling van die verkoping aan die Balju betaalbaar in kontant of per bankgewaarborgde tjek. Die balans van die koopprijs plus enige rente betaalbaar, moet in kontant teen transport van die eiendom in die naam van die koper betaal word.

3. Die bedrag waarop die bod op die koper toegeslaan word, sluit nie belasting in terme van Wet 89 van 1991 (BTW) in nie. Sodanige belasting, indien toepaslik, sal teen die voorgeskrewe koers bereken word op die bedrag van die koper se aanbod, en die somtotaal van die bedrae sal die koopprijs daarstel wat deur die koper betaalbaar is.

4. Die koper sal verantwoordelik wees vir alle oordragkoste, kommissie betaalbaar aan die Balju en uitstaande munisipale belastingen en heffings van toepassing op die eiendom.

5. Die verkoping is verder onderhewig aan die volledige verkoopvoorwaardes (wat na die veiling geteken moet word) wat ter insae is gedurende kantoorure by die kantoor van die Balju, Vredefort, en by die Prokureurs vir die Eksekusieskuldeiser.

S. F. Stadler, vir Laage, Schoeman & Stadler Ingelyf, Prokureurs vir Eksekusieskuldeiser, Montalto, Palladiumstraat 4, Posbus 854, Carletonville, 2500. [Tel. (0149) 787-2157/8/9.] (Verw. Mnr. Stadler/acb/T480.)

**Saak No. 1689/96****IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA****In die saak tussen ABSA BANK (ALLIED), Eksekusieskuldeiser, en  
Die Eksekuteur in die boedel wyle E. S. PARKIES, Eksekusieskuldenaar**

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 3 Julie 1996 in die Landdroshof te Virginia sal die volgende eiendom verkoop word op 4 Oktober 1996 om 10:00, voor die Landdroskantore te Virginia:

Erf 868, Meloding-uitbreiding 1, distrik Ventersburg, groot 322 vierkante meter, bestaande uit: sitkamer, kombuis, drie slaapkamers en badkamer met toilet.

**Voorwaardes van verkoping:**

1. Voetstoots sonder reserwe.
2. Koopprijs: Deposito van 10% (tien persent) in kontant na veiling en balans tesame met rente binne 14 (veertien) dae.
3. Verkoopvoorwaardes lê ter insae by kantore van die Balju, Virginia.

Gedateer te Virginia op hierdie 27ste dag van Augustus 1996.

H. Badenhorst vir Roma Badenhorst & Seun, Prokureurs vir Eksekusieskuldeiser, Atriumgebou, Unionstraat 15, Posbus 21, Virginia, 9430.

**Saak No. 8964/96****IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM****In die saak tussen PERMANENT BANK, Eksekusieskuldeiser, en I. M. S. M. SANTANA N. O., Eksekusieskuldenaar**

Ingevolge 'n vonnis in die Landdroshof Welkom, en 'n lasbrief vir eksekusie gedateer 24 Julie 1996, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 4 Oktober 1996 om 11:00, te die Tuilbaghstraat-ingang van die Landdroskantoor, Welkom:

Erf 4565, Riebeeckstad, Welkom, geleë te en bekend as Abeliastraat 12, Riebeeckstad, Welkom, gesoneer vir woondoeleindes, groot 858 vierkante meter, gehou kragtens Transportakte T3642/86.

**Verbeterings:** 'n Drieslaapkamer woonhuis bestaande uit kombuis, sitkamer, eetkamer, studeerkamer, een en 'n half badkamers, motorafdek en motorhuis.

**Voorwaardes van verkoping:**

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, en die Reëls daarkragtens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 19,25% (negentien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom nagesien word.

Gedateer te Welkom op hierdie 23ste dag van Augustus 1996.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26-28, Welkom.

Saak No. 975/96

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en C. J. MAREE, 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, Jac Coetzerstraat, Winburg, op Vrydag, 27 September 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 525, geleë in die dorp en distrik Winburg, ook bekend as Victoriastraat 26, Winburg, groot 2 483 (tweeëuisend vierhonderd drie-en-tagtig) vierkante meter, onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Akte van Transport T3561/1983, geregistreer op 21 April 1983.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woonhuis met ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, sonstoep, badkamer/stort/toilet en motorafdak.

**Terme:** Die koper sal 10% (tien persent) 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:** 26 Augustus 1996.

I. Sansom, vir Claude Reid Ingelyf, Prokureur vir Eiser, Sesde Verdieping, Unitedgebou, Maitlandstraat, Bloemfontein. [Tel. (051) 447-9881.] (Verw. IS/jv/W22507.)

Saak No. 12152/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen NBS BANK BEPERK, Eiser, en mev. LINDA JOUBERT, Verweerder**

Ingevolge 'n vonnis gedateer 18 Julie 1996 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 11 Oktober 1996 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 17441 (Uitbreiding 120), geleë in die stad en distrik Bloemfontein, groot 803 m<sup>2</sup>, gehou kragtens Transportakte T13322/95, en beter bekend as Koedoeweg 80, Fauna, Bloemfontein.

**Verbeterings:** Drieslaapkamerwoonhuis met sit-/eetkamer, kombuis, badkamer, toilet, motorhuis en buitetoilet.

**Voorwaardes van verkoping:**

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 22,250% (twee-en-twintig komma twee vyf nul persent) per jaar, vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 8ste dag van August 1996.

J. H. Conradie, p.a. Rossouws, Prokureur van Eksekusieskuldeiser, Vyfde Verdieping, L.T. Trustgebou, Elizabethstraat 7 (Posbus 7595), Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak No. 1295/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

**In die saak tussen ABSA BANK, handeldrywende as UNITED BANK, Eiser, en mnr. J. K. SETHABELA, Eerste Verweerder, en mev. M. A. SETHABELA, Tweede Verweerder**

Ingevolge 'n vonnis gelewer op 31 Mei 1996 in die Kroonstad-landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom beskryf in eksekusie verkoop op 4 Oktober 1996 om 09:00, te voor die Hoofingang van die Landdroshof te Murraystraat, Kroonstad, deur Podium Afslaers, aan die persoon wat die hoogste aanbod maak, onderhewig aan die verkoopvoorwaardes, naamlik:

**Beskrywing:** Erf 1248, Seeisoville (Uitbreiding 1), geleë in die dorp Kroonstad, groot tweehonderd drie-en-sewentig (273) vierkante meter, gehou kragtens Sertifikaat van Huurpag TL1561/1987.



Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit 'n woonhuis met steenmure en 'n teëldak.

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 62, Kroonstad.

Gedateer te Kroonstad op hede die 19de dag van Augustus 1996.

E. A. Burke, vir Naude Thompson, Du Bruyn & Burke, Reitzstraat 23 (Posbus 932), Kroonstad, 9499. [Tel. (0562) 2-3289.]

**Saak No. 23600/95**

**IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN**

**In die saak tussen LESOTHO TIMBERS (EDMS.) BPK., Elser, en N. BISHOP, Verweerder**

Ten uitvoering van die uitspraak en vonnis toegestaan teen die Eksekusieskuldenaar deur hierdie Agbare Hof op 28 Desember 1995 en 'n lasbrief vir eksekusie uitgereik, sal die ondervermelde eiendom op die terme en voorwaardes wat ten tye van die verkoping deur die afslaer voorgelees word op Vrydag, 4 Oktober 1996 om 10:00, te die perseel van die Landdroskantore, Peetlaan-ingang, Bloemfontein, naamlik:

Sekere eiendom, Erf 19552, Bloemfontein, groot 1 156 (eenduisend eenhonderd ses-en-veertig) vierkante meter, gehou kragtens Akte van Transport T4718/1994, onderhewig aan die voorwaardes soos vollediger daarin uiteengesit.

**Terme:** Die koper sal na afloop van die veiling 10% (tien persent) van die koopsom en afslaersgelde in kontant aan die Geregsbode van die Hof betaal en sekuriteit stel vir die balans van die koopsom by wyse van lewering van 'n aanvaarbare bank- of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

**Voorwaardes:** Volledige verkoopvoorwaardes sal ter insae lê ten kantore van die Geregsbode, Bloemfontein-Oos, Barnesstraat 5, Westdene, Bloemfontein, en Bezuidenhout & Vennote, Kellnerstraat 104, Westdene, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein op hierdie 21ste dag van Augustus 1996.

Die Bode van die Hof, Bloemfontein-Wes, Kamer 201, Tweede Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein. Bezuidenhout & Vennote, Posbus 389, Bloemfontein. [Tel. (051) 448-9755.] (Verw. mnr. Benade/HKD102.)

**Saak No. 1071/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG**

**In die saak tussen ABSA BANK BEPERK (UNITED), Eksekusieskuldeiser, en SHANDUKANI ORILICK LINGENA (ID No. 1/6250091/4), Eksekusieskuldenaar**

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 25 Junie 1996, sal die ondervermelde eiendom verkoop word deur die Balju, Landdroshof, Sasolburg, op versoek van die Eksekusieskuldeiser op Vrydag, 27 September 1996 om 10:00, te die Baljukantoor, Kamer 19, Trustbankgebou, Sasolburg:

Perseel 4196, Zamdela, geleë in die residensiële gebied, Sasolburg.

**Voorwaardes:**

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder uitgevaardig, die voorwaardes bevat in die titelakte, en sal verkoop word aan die hoogste bieder sonder reserwe.

2. Die koper sal aan die Balju 10% (tien persent) van die koopprys onmiddellik betaal na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van die verkoping vir die balans van die koopprys.

3. Die Eksekusieskuldeiser sal goedgegunstige oorweging skenk aan die toestaan van 'n lening tot op 90% (negentig persent) van die koopprys van die eiendom aan die goedgekeurde koper en reëlings kan met die Eksekusieskuldeiser getref word voor datum van die verkoping.

4. Die straatadres van die eiendom is Perseel 4196, Zamdela, Sasolburg.

5. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju, Landdroshof, Sasolburg, asook die kantore van A. V. Theron & Swanepoel, N. J. van der Merwesingel 13, Sasolburg, gedurende kantoorure, en sal ook uitgelees word voor die eiendom opgeveil word.

Geteken te Sasolburg op hierdie 15de dag van Augustus 1996.

N. J. Dreyer, vir A. V. Theron & Swanepoel, Posbus 471, Sasolburg, 9570.



Saak No. 1688/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen ABSA BANK BEPERK (UNITED), Eksekusieskuldeiser, en DIPUO SAMUEL TSIME (ID No. 6407035470088), Eerste Eksekusieskuldenaar, en MAKGALA SELINA TSIME (ID No. 6904180506088), Tweede Eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 1 Julie 1996, sal die ondervermelde eiendom verkoop word deur die Balju, Landdroshof, Sasolburg, op versoek van die Eksekusieskuldeiser op Vrydag, 27 September 1996 om 10:00, te die Baljukantoor, Kamer 19, Trustbankgebou, Sasolburg:

Perseel 3917, Zamdela, geleë in die residensiële gebied, Sasolburg.

*Voorwaardes:*

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder uitgevaardig, die voorwaardes bevat in die titelakte, en sal verkoop word aan die hoogste bieder sonder reserwe.

2. Die koper sal aan die Balju 10% (tien persent) van die koopprijs onmiddellik betaal na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van die verkoping vir die balans van die koopprijs.

3. Die Eksekusieskuldeiser sal goedgunstige oorweging skenk aan die toestaan van 'n lening tot op 90% (negenig persent) van die koopprijs van die eiendom aan die goedgekeurde koper en reëlins kan met die Eksekusieskuldeiser getref word voor datum van die verkoping.

4. Die straatadres van die eiendom is Perseel 3917, Zamdela, Sasolburg.

5. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju, Landdroshof, Sasolburg, asook die kantore van A. V. Theron & Swanepoel, N. J. van der Merwesingel 13, Sasolburg, gedurende kantoorure, en sal ook uitgelees word voor die eiendom opgeveil word.

Geteken te Sasolburg op hierdie 13de dag van Augustus 1996.

N. J. Dreyer, vir A. V. Theron & Swanepoel, Posbus 471, Sasolburg, 9570.

Saak No. 1687/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen ABSA BANK BEPERK (UNITED), Eksekusieskuldeiser, en BHEKINKOSI ALPHEUS NJIYELA (gebore gedurende 1950), Eerste Eksekusieskuldenaar, en FRANCINA NJIYELA (gebore gedurende 1959), Tweede Eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 27 Junie 1996, sal die ondervermelde eiendom verkoop word deur die Balju, Landdroshof, Sasolburg, op versoek van die Eksekusieskuldeiser, op Vrydag, 27 September 1996 om 10:00, te die Baljukantoor, Trustbankgebou, Kamer 19, Sasolburg:

Perseel 4154, Zamdela, geleë in die residensiële gebied Sasolburg.

*Voorwaardes:*

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder uitgevaardig, die voorwaardes vervat in die titelakte, en sal verkoop word aan die hoogste bieder sonder reserwe.

2. Die koper sal aan die Balju 10% (tien persent) van die koopprijs onmiddellik betaal na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van die verkoping vir die balans van die koopprijs.

3. Die Eksekusieskuldeiser sal goedgunstig oorweging skenk aan die toestaan van 'n lening tot op 90% van die koopprijs van die eiendom aan die goedgekeurde koper en reëlins kan met die Eksekusieskuldeiser getref word voor datum van die verkoping.

4. Die straatadres van die eiendom is Perseel 4154, Zamdela, Sasolburg.

5. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju, Landdroshof, Sasolburg, asook die kantore van mnre A. V. Theron & Swanepoel, N. J. van der Merwesingel 13, Sasolburg, gedurende kantoorure, en sal ook uitgelees word voor die eiendom opgeveil word.

Geteken te Sasolburg op hierdie 13de dag van Augustus 1996.

N. J. Dreyer, vir A. V. Theron & Swanepoel Prokureurs, Posbus 471, Sasolburg, 9570.

Saak No. 22070/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen NBS BANK BEPERK, Eiser, en JAN MAARMAN, Eerste Verweerder,  
en GLORIA KEITUMETSE MAARMAN, Tweede Verweerder**

Ingevolge 'n vonnis gedateer 9 Februarie 1995, en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 11 Oktober 1996 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 4078, Uitbreiding 10, geleë in die stad en distrik Bloemfontein, groot 280 m<sup>2</sup>, gehou kragtens Transportakte T10544/94, en beter bekend as Forelstraat 22, Bloemside, Ashbury, Heidedal, Bloemfontein.

**Verbeterings:** Drieslaapkamerwoonhuis met sitkamer, eetkamer, kombuis, badkamer en toilet.

**Voorwaardes van verkoping:**

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 18,250% (agtien komma twee vyf nul persent) per jaar, vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afsaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 8ste dag van Augustus 1996.

J. H. Conradie, Prokureur vir Eksekusieskuldeiser, p.a. Rossouws, Vyfde Verdieping, L.T. Trustgebou, Elizabethstraat 7, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak No. 7966/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen NBS BANK BEPERK, Eiser, en THEUNIS GERHARDUS BRITS, Verweerder**

Ingevolge 'n vonnis gedateer 23 Mei 1996, en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 11 Oktober 1996 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 12118, Uitbreiding 70, geleë in die stad en distrik Bloemfontein, groot 880 m<sup>2</sup>, gehou kragtens Transportakte T3632/94, en beter bekend as Bermudasingel 120, Uitsig, Bloemfontein.

**Verbeterings:** Drie slaapkamerwoonhuis met sit-/eetkamer, kombuis, badkamer, toilet, motorhuis en bediendekamer met toilet.

**Voorwaardes van verkoping:**

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 18,250% (agtien komma twee vyf nul persent) per jaar, vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afsaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 14de dag van Augustus 1996.

J. H. Conradie, Prokureur vir Eksekusieskuldeiser, p.a. Rossouws, Vyfde Verdieping, L.T. Trustgebou, Elizabethstraat 7, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak No. 5736/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

**In die saak tussen SAAMBOU BANK, Eiser, en M. J. HLATSHWAYO, Verweerder**

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 21 Junie 1996, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 4 Oktober 1996 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 19443, geleë in die dorpsgebied Thabong, distrik Welkom, groot 253 (twee honderd drie-en-vyftig) vierkante meter.

**Voorwaardes van verkoping:**

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1994, soos gewysig, en die reëls daarkagtens uitgevaardig.

2. 'n Deposito van 20% (twintig persent) van die koopprijs in kontant is onmiddellik na afhandeling van die veiling betaalbaar en die onbetaalde balans, tesame met rente daarop bereken teen 25% per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 21ste dag van Augustus 1996.

J. Fourie, vir Neumann van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.

**Saak No. 4707/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM**

**In die saak tussen SAAMBOU BANK, Eiser, en N. W. MBEWANA, Verweerder**

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 18 Julie 1996, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 4 Oktober 1996 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 23903, geleë in die dorpsgebied Thabong, distrik Welkom, groot 200 (twee honderd) vierkante meter. *Verbeterings:* Bestaande uit sitkamer/eetkamer, twee slaapkamers, badkamer en kombuis.

**Voorwaardes van verkoping:**

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1994, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. 'n Deposito van 20% (twintig persent) van die koopprijs in kontant is onmiddellik na afhandeling van die veiling betaalbaar en die onbetaalde balans, tesame met rente daarop bereken teen 25% (vyf-en-twintig persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 21ste dag van Augustus 1996.

J. Fourie, vir Neumann van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.

**Saak No. 5735/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM**

**In die saak tussen SAAMBOU BANK, Eiser, en MZIKAYISE ALFRED ZUMA, Eerste Verweerder, en OLGA KHUTHAZWA ZUMA, Tweede Verweerder**

Ingevolge 'n vonnis in die Landdroshof Welkom, en 'n lasbrief vir eksekusie gedateer 21 Junie 1996, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 4 Oktober 1996 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 19378, geleë in die dorpsgebied Thabong, distrik Welkom, groot 253 (twee honderd drie-en-vyftig) vierkante meter. *Verbeterings:* Bestaande uit sitkamer, twee slaapkamers, badkamer en kombuis.

**Voorwaardes van verkoping:**

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. 'n Deposito van 20% (twintig persent) van die koopprijs in kontant is onmiddellik na afhandeling van die veiling betaalbaar en die onbetaalde balans, tesame met rente daarop bereken teen 25% (vyf-en-twintig persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 22ste dag van Augustus 1996.

J. Fourie, vir Neumann van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.



Saak No. 6291/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

## In die saak tussen SAAMBOU BANK, Eiser, en Z. MOLENTA, Verweerder

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 1 Julie 1996, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 4 Oktober 1996 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 18713, geleë in die dorpsgebied Thabong, distrik Welkom, groot 240 (twee honderd-en-veertig) vierkante meter.

*Verbeterings:* Bestaande uit sitkamer, twee slaapkamers, badkamer en kombuis.

*Voorwaardes van verkoping:*

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs van 20% (twintig persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 25% per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom nagesien word.

Geteken te Welkom op hierdie 21ste dag van Augustus 1996.

J. Fourie, vir Neumann van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat, Posbus 4, Welkom.

Saak No. 6102/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

## In die saak tussen SAAMBOU BANK, Eiser, en P. E. MASIKE, Verweerder

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 26 Junie 1996, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 4 Oktober 1996 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 13432, geleë in die Dorpsgebied Thabong, distrik Welkom, groot 459 (vierhonderd nege-en-vyftig) vierkante meter.

*Verbeterings:* Bestaande uit sitkamer/eetkamer, drie slaapkamers, badkamer en toilet en kombuis.

*Voorwaardes van verkoping:*

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs van 20% (twintig persent) van die koopprijs in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 25% per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom nagesien word.

Geteken te Welkom op hierdie 21ste dag van Augustus 1996.

J. Fourie, vir Neumann van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat, Posbus 4, Welkom.

Saak No. 2101/96

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen FIRST NATIONAL BANK OF S.A. LTD, Eiser, en PAULUS MABOYA MOKOENA, Eerste Verweerder, en MADIEMISO SELINA MOKOENA, Tweede Verweerder

Ingevolge 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) en 'n lasbrief tot uitwinning gedateer 23 Julie 1996, sal die ondervermelde eiendom op Vrydag, 27 September 1996 om 10:00, te die kantoor van die Balju van die Hooggeregshof, Trust Bankkamers 19, Fichardstraat, Sasolburg, deur die Balju van die Hooggeregshof, Sasolburg, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 6581, geleë in die dorpsgebied Zamdela, distrik Parys, groot 244 (twee vier vier) vierkante meter, gehou kragtens Transportakte TL8544/1993.

*Verbeterings:* Bestaande uit 'n woonhuis met twee slaapkamers, 'n sitkamer, kombuis en badkamer. Niks in die verband word egter gewaarborg nie.



Die koper moet afslaaersgelde, BTW asook 10% van die koopprys in kontant betaal op die dag van die verkoping van die eiendom en moet vir die balans van die koopprys binne 14 (veertien) dae na die datum van die verkoping 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van die verkoping mag gedurende kantoorure by die kantoor van die Balju van die Hooggeregshof Sasolburg te Trust Bankkamers 19, Fichardstraat, Sasolburg, nagesien word.

H. P. Van der Post, vir McIntyre & Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45, Bloemfontein. [Tel. (051) 50-50200.]

**Saak No. 12159/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN**

**In die saak tussen NEDCOR BANK BPK., Eiser, en KARL GUSTAV SILVO, Eerste Verweerder, en KATHERINE SILVO, Tweede Verweerder**

Ingevolge 'n vonnis in die Landdroshof, Bloemfontein, en 'n lasbrief vir eksekusie gedateer 31 Julie 1996, sal die volgende onroerende goed by wyse van 'n openbare veiling in eksekusie verkoop word op Vrydag, 4 Oktober 1996 om 10:00, te die Peetlaan-ingang tot die Landdroshof aan die hoogste bieder vir kontant:

Die eiendom is Sergeantstraat 39, Universitas, Bloemfontein, en die ernommer is Erf 12886, geleë in die stad en distrik Bloemfontein, soos gehou kragtens Transportakte T1914/1992.

Die voorwaardes van verkoping is ter insae by die kantoor van die Balju, Landdroshof, Bloemfontein-Wes.

Geteken te Bloemfontein op hierdie 29ste dag van Augustus 1996.

N. Viljoen, vir Hill, McHardy & Herbst, Prokureur vir Eiser, Hill, McHardy & Herbstgebou, Elizabethstraat 23, Bloemfontein.

**Saak No. 4682/89**

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Oranje-Vrystaatse Provinsiale Afdeling)

**In die saak tussen SENTRAALWES (KOÖP.) BPK., Eiser, en BAREND HENDRIK VAN DEN BERG, Verweerder**

Ten uitvoering van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling), sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind voor die Landdroskantoor, Boshofstraat, Petrusburg, op Vrydag, 4 Oktober 1996 om 11:00, naamlik:

Plaas Skoongesig 991, distrik Fauresmith, Oranje-Vrystaat, groot 570,1748 hektaar, gehou kragtens Transportakte T5443/1979.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie. Verbeterings bestaan uit: 'n Plaas met opstal bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis en koelkamer. Daar is ook 'n boorgat, afdak, skure, weiding, saaggrond asook besproeiing.

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

**Voorwaardes:** Die verkoopvoorwaardes is ter insae in my kantoor te Geluksfontein, Petrusburg, gedurende kantoorure. Balju vir die distrik Petrusburg, Geluksfontein, Petrusburg.

D. J. Nortier, vir Naudes, Prokureur vir Eiser, Trustfonteingebou, St Andrewstraat 151, Bloemfontein.

**Saak No. 7024/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM**

**In die saak tussen FIDELITY BANK, Eiser, en mnr. MOTSAU JOSIA TOUTO, Verweerder**

Ingevolge 'n vonnis gelewer op 20 Junie 1996, in die Welkom-landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 11 Oktober 1996 om 11:00, te die Landdroshof, Tulbach-ingang, Welkom, 9460, aan die hoogste bieder, met geen reserweprys:

**Beskrywing:** Erf 19469, geleë in die dorpsgebied Orange Grove, Thabong, distrik Welkom, groot tweehonderd drie-en-veertig (253) vierkante meter, gehou kragtens Akte van Transport TL1940/90.

**Straatadres:** Erf 19469, Orange Grove, Thabong, Welkom, 9460.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis met buitegeboue.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof, te Posbus 1414, Welkom, 9460.

Gedateer te Welkom op hede die 22ste dag van Augustus 1996.

T. Wolmarans, vir Symington & De Kok, Eiser se Prokureur, Sonleyrikamers, Heerenstraat 24, Welkom; Posbus 2175, Welkom, 9460. [Tel. (057) 353-3051.] (Verw. T. Wolmarans/bh/AF0132.)

Saak No. 7032/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

**In die saak tussen FIDELITY BANK, Eiser, en mnr. M. I. POENG, Eerste Verweerder, en mev. M. M. POENG, Tweede Verweerder**

Ingevolge 'n vonnis gelewer op 20 Junie 1996, in die Welkom-landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 11 Oktober 1996 om 11:00, te die Landdroshof, Tulbach-ingang, Welkom, 9460, aan die hoogste bieder, met geen reserweprys:

**Beskrywing:** Erf 18142, geleë in die dorpsgebied Sunrise View, Thabong, en distrik Welkom, groot tweehonderd agt-en-veertig (248) vierkante meter, gehou kragtens Akte van Transport T14524/93.

**Straatadres:** Erf 18142, Sunrise View, Thabong, Welkom, 9460.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis met buitegeboue.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof, te Posbus 1414, Welkom, 9460.

Gedateer te Welkom op hede die 27ste dag van Augustus 1996.

T. Wolmarans, vir Symington & De Kok, Eiser se Prokureur, Sonleyrikamers, Heerenstraat 24, Welkom; Posbus 2175, Welkom; 9460. [Tel. (057) 353-3051.] (Verw. T. Wolmarans/bh/AF0139.)

Saak No. 8308/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen BP S.A. (EDMS.) BPK., Eiser, en mnr. L. BECKER, Verweerder**

Geliewe kennis te neem dat ter uitvoering van vonnis gegee deur die Landdros, Bloemfontein, sal verkoping van die volgende eiendomme van bogemelde Verweerder plaasvind te die Landdroshof, Dealesville, op 27 September 1996 om 10:00:

Sekere Erf 175, Erf 77, Erf 78, Erf 432 en Erf 433; groot: Erf 175—694 vierkante meter, Erf 77—694 vierkante meter, Erf 78—694 vierkante meter, Erf 432—833 vierkante meter, Erf 433—833 vierkante meter; gehou: Erf 175—T13411/1905, Erf 77—T5996/1904, Erf 78—T5997/1904, Erf 432—T4530/1903, Erf 433—T11951/1991.

Woonhuise met buitegeboue geleë te Erf 175 op die hoek van Skool- en Meyerstraat, Dealesville, Erwe 77 en 78 te Swanepoelstraat 49, Dealesville, Erwe 432 en 433 te Swanepoelstraat, Dealesville.

**Verkoopvoorwaardes:**

1. 'n Deposito van 10% (tien persent) van die koopprijs is betaalbaar in kontant op datum van verkoping.
2. Vir die balanskoopprijs moet 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae na datum van verkoping gelewer word.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju van die Landdroshof, Dealesville, gedurende kantoorure. Geteken te Bloemfontein hierdie 27ste dag van Augustus 1996.

W. L. Seyfert, vir Rosendorff & Reitz Barry, Prokureur vir Eiser, Eerste Verdieping, Presidentgebou, Bloemfontein.

Saak No. 6541/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen UNITED BANK, Eiser, en EDWARD MOHALE, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Peetlaan-ingang, Bloemfontein, op Vrydag, 27 September 1996 om 10:00, 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 2497, geleë in die dorpsgebied Kagisanong, distrik Bloemfontein, groot 443 (vierhonderd drie-en-veertig) vierkante meter soos aangedui op Algemene Plan L115/1980 en gehou kragtens Sertifikaat van Reg van Huurpag 2497/44 geregistreer op 5 November 1982.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit: 'n Woonhuis met sitkamer, kombuis, twee slaapkamers, badkamer en toilet.

**Terme:** Die koper sal 10% (tien persent) 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.

1. Sansom, vir Claude Reid Ingelyf, Prokureur vir Eiser, Sesde Verdieping, Unitedgebou, Maitlandstraat, (Posbus 277), Bloemfontein. (Verw.: IS/jv/W22529.)

Saak No. 6107/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

**In die saak tussen PERMANENT BANK, Eksekusieskuldeiser, en B. B. DE VILLIERS, Eksekusieskuldenaar**

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 30 Mei 1996, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 4 Oktober 1996 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Erf 877, geleë te en bekend as Uitykstraat 13, Flamingo Park, Welkom, gesoneer vir woondoeleindes, groot 3 077 vierkante meter, gehou kragtens Transportakte T23001/1995.

*Verbeterings:* 'n Drieslaapkamerwoonhuis bestaande uit kombuis, sitkamer, woonkamer, eetkamer, studeerkamer, twee badkamers, twee motorhuise en swembad.

*Voorwaardes van verkoping:*

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshof, Wet No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 19,25% per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom nagesien word.

Gedateer te Welkom op hierdie 28ste dag van Augustus 1996.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26-28, Welkom.

Saak No. 1926/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

**In die saak tussen NEDCOR BANK BEPERK, Eiser, en Mev. JOHANNA SUSANNA MARIA NAUDE, Verweerder**

Ingevolge 'n vonnis gelewer op 4 Junie 1996 in die Kroonstad Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 4 Oktober 1996 om 09:00, voor die Landdroskantoor te Murraystraat, Kroonstad, aan die hoogste bieder, met geen reserweprys:

*Beskrywing:* Erf 6350, Jordania, Kroonstad, groot 1 350 vierkante meter, gehou kragtens Akte van Transport T17271/95.

*Straatadres:* Mopaniestraat 16, Kroonstad.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit 'n woonhuis bestaande uit 'n sinkdak, steenmure, drie slaapkamers, twee badkamers, TV-kamer, sit- en eetkamer, kombuis, dubbelmotorhuis en swembad.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantoor van die Balju van die Landdroshof te Murraystraat 62, Kroonstad.

Gedateer te Kroonstad op die hede 28ste dag van Augustus 1996.

B. C. van Rooyen, vir Grimbeek de Hart & Van Rooyen, Presidentstraat 42, Kroonstad, 9500; Posbus 1282, Kroonstad, 9500. [Tel. (0562) 2-5197/2-4251.] (Verw.: Van Rooyen/EM/Z21431.)

Case No. 12923/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en  
mnr. STANLEY NHOLE, Verweerder**

Ingevolge 'n vonnis gedateer 4 Julie 1995 en 'n lasbrief vir eksekusie in die Landdroshof van Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 11 Oktober 1996 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 30756, geleë in die dorp Mangaung-uitbreiding 4, distrik Bloemfontein, beter bekend as Nyokongstraat 3547, Bochabela, Bloemfontein, groot 358 vierkante meter, gehou kragtens Transportakte T15903/1994, Nyokongstraat 3547, Bochabela, Bloemfontein.

*Verbeterings:* Woonhuis bestaande uit sitkamer, vier slaapkamers, kombuis, badkamer, toilet, motorhuis, motorafdak, twee stoorkamers en buite-toilet.



*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 Landdroshof, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees:

'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling.

Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 17,25% (sewentien komma twee vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 29ste dag van Augustus 1996.

J. H. Conradie, p.a. Rossouws, Prokureur van Eksekusieskuldeiser, Vyfde Verdieping, L.T. Trustgebou, Elizabethstraat 7 (Posbus 7595), Bloemfontein, 9300. [Tel. (051) 30-5870.] (Ref. JHC/eg/CM14258.)

**Saak No. 15058/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN**

**In die saak tussen NBS BANK BEPERK, Eiser, en THOMAS PETRUS FITCHAT, Verweerder**

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein en kragtens 'n lasbrief gedateer 22 Augustus 1996, sal die volgende eiendom van die Verweerder per publieke veiling vir kontant op Vrydag, 4 Oktober 1996 om 10:00, te die Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

(a) Deel 56, soos getoon en volledig beskryf op Deelplan SS179/1995, in die skema bekend as Jason Park, ten opsigte van die grond en gebou of geboue geleë te die dorp Langenhovenpark, Plaaslike Oorgangsraad, provinsie Vrystaat, van welke deel die vloeroppervlakte, van genoemde deelplan 48 vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, gehou kragtens Akte van Transport ST1998/1996.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, slaapkamer, badkamer, stort, toilet en kombuis.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

(b) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal en die balans teen transport en verseker word deur 'n waarborg van 'n bank en/of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne veertien dae na die datum van die verkoping verstrek te word.

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan die Eiser bereken teen 21,25% (twee een komma twee vyf persent) per jaar vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, en waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, en/of p.a. die Eksekusieskuldeiser se prokureurs, mnre. Symington & De Kok, Voortrekkerstraat 169, Bloemfontein.

Geteken te Bloemfontein op hierdie 3de dag van September 1996.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, Voortrekkerstraat 169, Bloemfontein.

**Saak No. 4345/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN**

**In die saak tussen NBS BANK BEPERK, Eiser en PETRUS VAN DER WESTHUIZEN, Verweerder**

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein en kragtens 'n lasbrief gedateer 1 April 1996, sal die volgende eiendom van die Verweerder per publieke veiling vir kontant op Vrydag, 4 Oktober 1996 om 10:00, te die Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 16807 (Uitbreiding 111), geleë in die stad en distrik Bloemfontein, groot 1 611 vierkante meter, gehou kragtens Akte van Transport T90/1994.

Die eiendom bestaan onder andere uit die volgende: Sitkamer/eetkamer, drie slaapkamers, twee badkamers, twee toilette en twee motorhuise.



Die belangrikste voorwaardes van verkoping:

(a) Die eiendomme sal sonder 'n reserweprys verkoop word maar die verkoping is onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

(b) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal en die balans teen transport en verseker te word deur 'n waarborg van 'n bank en/of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne veertien dae na die datum van die verkoping verstrek te word.

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 20,25% (twintig komma twee vyf persent) per jaar vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, en waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaarde is ter insae by die kantore van die Balju, en/of p.a. die Eksekusieskuldeiser se prokureurs, mnre. Symington & De Kok, Voortrekkerstraat 169, Bloemfontein.

Geteken te Bloemfontein op hierdie 3de dag van September 1996.

P. A. C. Jacobs, Prokureur vir Eiser, Symington & De Kok, Voortrekkerstraat 169, Bloemfontein.

**Saak No. 14876/96**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

##### In die saak tussen NBS BANK BEPERK, Eiser, en TSELISO EDWIN TSHUBANE, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein en kragtens 'n lasbrief gedateer 27 Augustus 1996, sal die volgende eiendom van die Verweerder per publieke veiling vir kontant op Vrydag, 4 Oktober 1996 om 10:00, te die Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 16810 (Uitbreiding No. 111), geleë in die stad en distrik Bloemfontein, groot 1 575 vierkante meter, gehou kragtens Transportakte T5879/93.

Die eiendom bestaan onder andere uit die volgende: Drie slaapkamers, sitkamer, eetkamer, kombuis, twee badkamers, stort, twee toilette, bediendetoilet, TV-kamer, studeerkamer, spens en swembad.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprys verkoop word maar die verkoping is onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

(b) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal en die balans teen transport en verseker te word deur 'n waarborg van 'n bank en/of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne veertien dae na die datum van die verkoping verstrek te word.

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 21,25% (een en twintig komma twee vyf persent) per jaar vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, en waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaarde is ter insae by die kantore van die Balju, en/of p.a. die Eksekusieskuldeiser se prokureurs, mnre. Symington & De Kok, Voortrekkerstraat 169, Bloemfontein.

Geteken te Bloemfontein op hierdie 5de dag van September 1996.

P. A. C. Jacobs, Prokureur vir Eiser, Symington & De Kok, Voortrekkerstraat 169, Bloemfontein.

**Saak No. 12590/96**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

##### In die saak tussen NBS BANK BEPERK, Eiser, en MACRODEV CC, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein en kragtens 'n lasbrief gedateer 12 Augustus 1996 sal die volgende eiendomme van die Verweerder per publieke veiling vir kontant op Vrydag, 4 Oktober 1996 om 10:00 te die Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

1. (a) Deel 1, soos getoon en vollediger beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 58 (ag-en-vyftig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1607/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en twee slaapkamers.

2. (a) Deel 2, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 46 (ses-en-veertig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1608/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en slaapkamer.

3. (a) Deel 3, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 46 (ses-en-veertig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1609/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en slaapkamer.

4. (a) Deel 4, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 59 (nege-en-vyftig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1610/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en twee slaapkamers.

5. (a) Deel 5, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 58 (agt-en-vyftig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1611/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en twee slaapkamers.

6. (a) Deel 6, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 46 (ses-en-veertig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1612/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en slaapkamer.

7. (a) Deel 7, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 46 (ses-en-veertig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1613/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en slaapkamer.

8. (a) Deel 8, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 59 (nege-en-vyftig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1614/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en twee slaapkamers.

9. (a) Deel 9, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 59 (nege-en-vyftig) meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1615/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en twee slaapkamers.

10. (a) Deel 10, soos getoon en volledig beskryf op Deelplan SS13/1994 in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 59 (nege-en-vyftig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1616/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en twee slaapkamers.

11. (a) Deel 11, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 59 (nege-en-vyftig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1617/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en twee slaapkamers.

12. (a) Deel 12, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 59 (nege-en-vyftig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1618/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en twee slaapkamers.

13. (a) Deel 13, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 59 (nege-en-vyftig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1619/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en twee slaapkamers.

14. (a) Deel 14, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 59 (nege-en-vyftig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1620/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en twee slaapkamers.

15. (a) Deel 15, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 59 (nege-en-vyftig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1621/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en twee slaapkamers.

16. (a) Deel 16, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 59 (nege-en-vyftig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1622/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en twee slaapkamers.

17. (a) Deel 17, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 45 (vyf-en-veertig) vierkante meter groot is; en



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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1623/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en slaapkamer.

18. (a) Deel 18, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 45 (vyf-en-veertig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1624/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en slaapkamer.

19. (a) Deel 19, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 45 (vyf-en-veertig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1625/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en slaapkamer.

20. (a) Deel 20, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 45 (vyf-en-veertig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1626/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en slaapkamer.

21. (a) Deel 21, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 45 (vyf-en-veertig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1627/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en slaapkamer.

22. (a) Deel 22, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 45 (vyf-en-veertig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1628/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en slaapkamer.

23. (a) Deel 23, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 45 (vyf-en-veertig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1629/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en slaapkamer.

24. (a) Deel 24, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 45 (vyf-en-veertig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1630/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en slaapkamer.

25. (a) Deel 25, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 59 (nege-en-vyftig) vierkante meter groot is; en



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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1631/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en twee slaapkamers.

26. (a) Deel 26, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 59 (nege-en-vyftig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1632/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en twee slaapkamers.

27. (a) Deel 27, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 59 (nege-en-vyftig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1633/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en twee slaapkamers.

28. (a) Deel 28, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 59 (nege-en-vyftig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1634/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en twee slaapkamers.

29. (a) Deel 29, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 59 (nege-en-vyftig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1635/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en twee slaapkamers.

30. (a) Deel 30, soos getoon en volledig beskryf of Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 59 (nege-en-vyftig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1636/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en twee slaapkamers.

31. (a) Deel 31, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 59 (nege-en-vyftig) meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1637/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en twee slaapkamers.

32. (a) Deel 32, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 59 (nege-en-vyftig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1638/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en twee slaapkamers.

33. (a) Deel 33, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 58 (agt-en-vyftig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1639/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en twee slaapkamers.

34. (a) Deel 34, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 46 (ses-en-veertig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1640/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en slaapkamer.

35. (a) Deel 35, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 46 (ses-en-veertig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1641/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en slaapkamer.

36. (a) Deel 36, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 59 (nege-en-vyftig) vierkante meter groot is, en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1642/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en twee slaapkamers.

37. (a) Deel 37, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 58 (agt-en-vyftig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1643/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en twee slaapkamers.

38. (a) Deel 38, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 46 (ses-en-veertig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1644/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en slaapkamer.

39. (a) Deel 39, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 46 (ses-en-veertig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1645/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en slaapkamer.

40. (a) Deel 40, soos getoon en volledig beskryf op Deelplan SS13/1994, in die skema bekend as Jo-Andmapark, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, van welke deel die vloeroppervlakte van genoemde deelplan 59 (nege-en-vyftig) vierkante meter groot is; en

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

Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST1646/1994.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, badkamer, toilet en twee slaapkamers.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom(me) sal onder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

(b) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal en die balans teen transport en verseker te word deur 'n waarborg van 'n bank en/of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 (veertien) dae na die datum van die verkoping verstrek te word.

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 21,50% (een-en-twintig komma vyf nul persent) per jaar vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastings en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, en waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, en/of p.a. die Eksekusieskuldeiser se prokureurs, mnre. Symington & De Kok, Voortrekkerstraat 169, Bloemfontein.

Geteken te Bloemfontein op hierdie 5de dag van September 1996.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, Voortrekkerstraat 169, Bloemfontein.

Saak No. 2310/96

### IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

**In die saak tussen ABSA BANK BEPERK, handeldrywende as VOLKSKAS, Eiser, en YOBÉ VERVOER, Eerste Verweerder, JACOBUS KRUGER, Tweede Verweerder en SANTIE ELIZABETH KRUGER, Derde Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) in bogemeelde saak, sal 'n verkoping gehou word by die Landdroskantoor, Presidentstraat, Bothaville, op 27 September 1996 om 10:00, van die ondervermelde eiendom van Eerste, Tweede en Derde Verweerders op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Presidentstraat 13, Bothaville, voor die verkoping ter insae sal lê:

Onderverdeling 1 van Erf 264, geleë in die dorp Meyerhof (Uitbreiding 1), distrik Bothaville, provinsie Vrystaat, groot 742 vierkante meter, geleë te Mopanstraat 13, Meyerhof, Bothaville.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee kan word nie: *Residensie:* Drie slaapkamers, kombuis, badkamer en sit-/eetkamer. *Buitegeboue:* Garage en buitekamer. *Ander:* Geen.

*Voorwaardes van verkoop:* 'n Deposito van 10% (tien persent) op die koopprys is betaalbaar op datum van verkoop en die balans in kontant teen registrasie of die balans kan betaal word by wyse van die lewering van 'n bankwaarborg wat aanvaarbaar is vir die Eiser welke waarborg gelewer moet word binne 21 dae na datum van die verkoping.

Aldus gedoen en geteken te Bothaville hierdie 2de dag van September 1996.

Balju, Posbus 7, Bothaville.

## PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

### TRANSVAAL

#### CONSILIOR (EDMS.) BPK

INSOLVENTE BOEDELVEILING: TWEE WOONHUISE IN KOMATIPOORT OP 18 SEPTEMBER 1996 OM 11:00, TE IBISSTRAAT 8, KOMATIPOORT

Behoorlik daartoe gelas deur die Trustee in die insolvente boedel M. W. en C. W. Pretorius, Meestersverwysing 1491/96, verkoop Consilior (Edms.) Bpk., die volgende per publieke veiling:

*Eiendomme:* Erwe 374 en 375, Komatipoort, geleë te Ibisstraat 6 en 8.

*Verbeteringe:*

Erf 374: Drie slaapkamers, badkamer, spens, kombuis, toegeboude stoep, bediendekamer en motorafdak. Erf 375: Drie slaapkamers, twee badkamers, spens, kombuis, eenslaapkamerwoonstel, ingeboude kaste, volvloermatte, lugreëlaars, bediendekamer en motorhuis.



*Voorwaardes van verkoop:*

1. 20% (twintig persent) deposito betaalbaar in kontant of bankgewaarborgde tjek op dag van veiling.
2. Waarborge vir balans van die koopprys gelewer te word binne 30 dae na bekragtiging.
3. Die verkoop is onderhewig aan bekragtiging.
4. BTW eksklusief.

Navrae: Consilior (Edms.) Bpk. Tel. (012) 348-5111. Naure: Dries Fourie. Tel. (012) 804-2190.

**VAN RENSBURG KRUGER INGELYF: AFSLAERS****INSOLVENTE VEILING**

In opdrag van die Kurator in die insolvente boedel van **P. M. Kearns**, T1340/96, sal ons die bates verkoop op Vrydag, 26 September 1996 om 11:00, te Rhodesstraat 3, Witbank. (Baljuveiling).

*Bepalings:* Kontant of bankgewaarborgde tjeks.

Navrae: Van Rensburg Kruger, Eerste Verdieping, Northeyforum, hoek van Northey- en Haigstraat, Witbank. Tel. (0135) 656-3800.

**UBIQUE AFSLAERS**

In opdrag van die voorlopige Likwidateur van **Investment Facility Company One Hundred and Thirty Nine (Edms.) Bpk.**, nou bekend as **B. Bower Investment Company (Edms.) Bpk.**, T1445/96 en **Basie Bower & Seuns (Edms.) Bpk.**, sal ons die eiendom en losbates verkoop op 20 September 1996 om 10:00, te Haaskraal.

*Terme:* Kontant of bankgewaarborgde tjeks.

*Telefoon:* (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123, Posus 208, Potchefstroom.

**PHIL MINNAAR AFSLAERS BK, JOHANNESBURG**

(CK94/32491/23)

**BOEDEL WYLE: M. F. F. COETZEE**

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 20 September 1996 om 11:00, Gedeelte 31 van plaas Elandsfontein 561, Registrasieafdeling IQ, Noordwes, groot ongeveer 82,6418 hektaar.

*Voorwaardes:* 10% (tien persent) van verkoopprys kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Phil Minnaar Afslaers, Johannesburg. (011) 475-5133.

**MANIE AUCTIONEERING COMPANY**

**INSOLVENT ESTATES: A. E. BOTHA, No. T806/96, AND R. M. BOTHA, No. T2168/96**

Duly instructed by the Provisional Trustees in the above matters we will sell by public auction on Friday, 20 September 1996 at 10:30, on Site 500, Hole-In-One Street, Ruimsig, Roodepoort:

Luxurious semi double storey thatched roof home with family room, four bedrooms, study/fifth bedroom, guest suite, office suite—ideal for working from home.

Portion 174 of Farm 265, Ruimsig, Roodepoort, measuring approximately 1,0015 ha upon which is erected a large home and other improvements.

*Terms:* 15% (fifteen per centum) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

Now on view, watchman in attendance.

Mannie Auctioneering Co., Tel. (011) 334-3810. Fax. (011) 334-1542.



**BALJU, KRUGERSDORP: KENNISGEWING VAN VERKOPING**

In opdrag van die Likwidateur van **Jumbo Plumbing Supplies BK**, Meestersverwysing T1802/96, sal die ondergenoemde goedere verkoop word op 26 September 1996 om 10:00, te Ockersestraat 22B, Krugersdorp:

*Goedere:* Baddens, wasbakke, toiletbakke, asook heelwat loodgieteroerusting.

*Terme:* Bankgewaarborgde tjeks of kontant onmiddelik betaalbaar.

M. T. S. Venter namens Trustee, Ockersestraat 22B, Krugersdorp. Tel. 953-4070.

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**VERED AUCTIONEERS**

INSOLVENT ESTATE: D. N. BURD

MASTER'S REFERENCE No. T807/96

Instructed by the Trustee in the above matter we will sell by public auction, Erf 983, Blairgowrie, Randburg, situated at 10 Mackay Avenue.

Improvements include a single storey dwelling with a seven-roomed house. Outbuildings include a cottage, helpers and laundry room.

*Terms:* 15% (fifteen per cent) 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, 26 September 1996 at 12:00.

*Viewing:* During the day security in attendance.

For further information please contact the Auctioneers: Vered (011) 646-5432.

*Date:* 3 September 1996.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. Tel. (011) 646-5432.

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**PWV AFSLAERS BK**

(CK88/07967/23)

**ONGERESERVEERDE OPENBARE VEILING VAN MEENTHUIS: RUSTENBURG**

In opdrag van die Likwidateur van **1 Lizome Court BK**, in likwidasie, Meestersverwysing T2090/96, verkoop ons die volgende:

Sekere Eenheid 2, van Skema 743, Skema SS Heldersig, beter bekend as Heldersig 1, Safarituine-uitbreiding 6, afdeling Noordwes, Rustenburg, groot 93 m<sup>2</sup>, met die volgende verbeterings:

*Meenthuis:* Sit-/eetkamer, netjiese kombuis (eikehoutkaste), twee slaapkamers, volle badkamer, aparte toilet en toesluit-motorhuis.

*Terme:* 15% (vyftien persent) deposito plus 3% kommissie plus 14% (veertien persent) BTW op kommissie.

*Datum:* 20 September 1996.

*Tyd:* 11:00.

*Plek:* Op die perseel Heldersig 1, Safarituine-uitbreiding 6, Rustenburg.

PWV Afslalers BK, Posbus 6200, Pretoria, 0001; Stadsentrum, Kamer 713, Pretoriusstraat 266, Pretoria. Tel. (012) 21-5636, 21-5780 en 21-5771. Fax. (012) 323-3000.

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**PARK VILLAGE AUCTIONS**

JOINT INSOLVENT ESTATE: C. AND K. VAN DER MERWE

MASTER'S REFERENCE No. T1745/96

Duly instructed by this Joint Estate's Trustee, we will offer by way of public auction, on site at 36 Immelman Street, The Reeds Extension 5, Centurion, District of Gauteng, on Tuesday, 17 September 1996, commencing at 12:30, a three-bedroomed home.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax. (011) 789-4369.

**PARK VILLAGE AUCTIONS**

JOINT INSOLVENT ESTATE: C. AND K. VAN DER MERWE

MASTER'S REFERENCE No. T1745/96

Duly instructed by this Joint Estate's Trustee, we will offer by way of public auction, on site at Portion 159, the farm Honingnestkrans 269, Registration Division JR, Gauteng, on Tuesday, 17 September 1996, commencing at 10:30, small-holding with improvements.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax. (011) 789-4369.

**PARK VILLAGE AUCTIONS**

INSOLVENT ESTATE: J. G. TERBLANCHE

MASTER'S REFERENCE No. T3569/95

Duly instructed by this Estate's Trustee, we will offer by way of public auction, on site at 1 Fourth Street, Delarey, Roodepoort District, Gauteng, on Thursday, 19 September 1996, commencing at 10:30, a three-bedroomed home.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax (011) 789-4369.

**PHIL MINNAAR AFSLAERS**

INSOLVENTE BOEDELVEILING: DRIESLAAPKAMERWONING: THE ORCHARDS-UITBREIDING 10, PRETORIA

In opdrag van die Kurator in die insolvente boedel **W. J. Vermaak**, Meestersverwysing T1952/96, verkoop ons die ondergenoemde eiendom per openbare veiling op Donderdag, 19 September 1996 om 11:00:

*Plek van veiling:* Lindeboomsingel 163, The Orchards-uitbreiding 10.

*Beskrywing van eiendom:* Erf 588, bekend as Lindeboomsingel 163, The Orchards-uitbreiding 10, Akasia, Registrasieafdeling JR, Gauteng, groot 808 m<sup>2</sup>.

*Verbeterings:* Hierdie staan/teëldakwoning bestaan uit drie slaapkamers, badkamer, sit/eetkamer, kombuis en gevestigde tuin.

*Besigtiging:* Daaglik.

*Terme:* 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans binne 45 dae na bekragtiging.

*Navrae:* Skakel Phil Minnaar Afslaers, (012) 343-3834 of 083-700-6293.

**VAN'S AFSLAERS**

VEILING: EIENDOM

In opdrag van die Kurator van insolvente boedel **I. Robbertze**, T390/96, verkoop Van's Afslaers ondervermelde boedelbate, onderhewig aan bekragtiging, per openbare veiling op 17 September om 11:00, te Wekkerstraat 937, Moreletapark, Pretoria:

*Beskrywing:* Eenheid 2, Skema 899 SS, Moreletapark 2349, Pretoria, groot 162 m<sup>2</sup>.

*Verbeterings:* Duetwoning.

*Betaling:* 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

*Inligting:* (012) 335-2974.

**PLASE TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, KOSTER op 4 Oktober 1996 om 10:00 voor die Landdroskantoor te KOSTER die ondergemelde eiendomme by publieke veiling verkoop:—

(1) RESTERENDE GEDEELTE van GEDEELTE 74 ('n gedeelte van Gedeelte 1) van die plaas ZANDFONTEIN 380, Registrasie Afdeling J.Q., Provinsie Noordwes;

GROOT: 85,7288 hektaar

(2) GEDEELTE 101 ('n gedeelte van Gedeelte 74) van die plaas ZANDFONTEIN 380, Registrasie Afdeling J.Q., Provinsie Noordwes;

GROOT: 4,2827 hektaar

(3) GEDEELTE 43 ('n gedeelte van Gedeelte 27) van die plaas SYFERFONTEIN 381, Registrasie Afdeling J.Q., Provinsie Noordwes;

(4) RESTERENDE GEDEELTE van GEDEELTE 84 (BRESLAU FARM) van die plaas ZANDFONTEIN 380, Registrasie Afdeling J.Q., Provinsie Noordwes;

GROOT: 540, 3285 hektaar

LW. Eiendomme (1) en (2) is gekoppel en word derhalwe gesamentlik verkoop.

Eiendomme (1) tot (4) blykens Akte van Transport T65490/1992

in die naam van MARIA PETRONELLA BOON

Ligging van hierdie eiendomme:

1 km noord van Boons

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Woonhuis, 4 pompkamers, voerstoor, werkswinkel, 5 store, 2 voerafdakke, arbeidershuise, melkstal, melkkamer, pasteuriseereenheid, koelkamer en hoenderhokke. Veekerend omhein en verdeel in kampe. 5 Boorgate, 2 damme en fontein.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: AJAA 03032 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 5 September 1996.

### PLAAS TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, WATERBERG op 4 Oktober 1996 om 10:00 voor die Landdroskantoor te NYLSTROOM die ondergemelde eiendom by publieke veiling verkoop:—

Resterende gedeelte van die plaas RHENOSTERFONTEIN 303,

Registrasie Afdeling K.Q., Noordelike Provinsie

GROOT: 1 065,0979 hektaar

Blykens Sertifikaat van Verenigde Titel T23475/1984

in die naam van HELLMUT BERNHARD LESSMANN

Ligging van hierdie eiendom:

35 km wes van Vaalwater

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, 2 rondawels, 2 store, 4 arbeidershuise en voerkraal met voerstoor. Veekerend omhein en verdeel in kampe. 2 Spruite, 2 boorgate, sementdam, tenk, sementvoor, fontein en 2 keerwalle.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendom soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

- (a) Minstens een-tiende van die koopprys.
- (b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar).
- (c) Alle koste in verband met die verkoping wat insluit advertensiekoste.
- (d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, kooporeenkomste 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: AFAC 01879 01G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 5 September 1996.

### PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Delareyville op 4 Oktober 1996 om 10:00 voor die Landdroskantoor te Delareyville die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Die Resterende gedeelte van die plaas GOEDGEVONDEN 366,  
Registrasie Afdeling I.Q., Provinsie Noordwes  
GROOT: 377,6361 hektaar.  
Eiendom (1) blykens Akte van Transport T16001/1995.

(2) Gedeelte 8 (JEANETTESDEEL) ('n gedeelte van gedeelte 1) van die plaas  
RIETGAT 387,  
Registrasie Afdeling I.O., Provinsie Noordwes  
GROOT: 171,3064 hektaar  
Eiendom (2) blykens Akte van Transport T16000/1995

in die naam van FRIEDRICH WILLE MARIAS

Ligging van hierdie eiendomme:—

*Eiendom (1) en (2):* 28km suid van Delareyville

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

*Eiendom (1):* Boorgat en 2 sementdamme. Veekerend omhein en verdeel in kampe.

*Eiendom (2):* 2 Woonhuise, staalstoor, voerstoor, stalle, melkstal, 2 rondawels en 7 arbeidershuise. 2 Boorgate, 2 asbestenks en 2 sementdamme.

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 huurkooporeenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

- (a) Minstens een-tiende van die koopprys
- (b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.
- (c) Alle koste in verband met die verkoping wat insluit advertensiekoste.
- (d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, kooporeenkomste 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: ACAB 03203 03G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 3 September 1996.



**WRIGHT BEZUIDENHOUT AFSLAERS & EIENDOMSAGENTE BK**

(BK96/06701/23)

**BESTORWE BOEDELVEILING: KING FISHERSTRAAT 5, HORISON PARK, ROODEPOORT**

In opdrag van die Eksekuteur in die bestorwe boedel van **M. E. Bosman**, Meestersverwysing No. 944/96, verkoop ons, onderhewig aan bekragtiging, die ondergenoemde eiendom per openbare veiling, op die perseel:

Erf 164, Horison Park, Roodepoort, groot 994 vierkante meter, bekend as King Fisherstraat 5, Horison Park, Roodepoort, op Saterdag, 14 September 1996 om 11:00.

**Beskrywing:** Steenkonstruksiewoning onder teëldak bestaande uit ingangsportaal, sitkamer, eetkamer, familiekamer met skuifdeure, drie slaapkamers, twee badkamers, moderne kombuis met oog-hoogte-oond, drie motorhuise en afdak, bedien-dekamer met toilet en stort, swembad en wipmat.

**Verkorte verkoopvoorwaardes:** 10% (tien persent) deposito van die koopprys in kontant of tjek aanvaarbaar vir verkoper met die toeslaan van die bod. Balans van koopprys by wyse van waarborge binne 30 dae na verkoping, onderhewig aan 7 (sewe) dae bekragtiging deur verkoper sowel as die finale goedkeuring van die Meester van die Hooggeregshof.

Binne loopafstand na Westgate, 'n veiling wat beslis bygewoon moet word.

**Verdere navrae:** Wright Bezuidenhout Afslers & Eiendomsagente BK. Tel. (011) 763-6267. Giel Bezuidenhout/Anita Nieuwoudt.

**PROPERTY MART SALES**

Behoorlik daartoe gelas deur die Kurator in die insolvente boedel **H. J. Kriel**, Meestersverwysing T1982/96, verkoop ons die ondervermelde eiendom onderhewig aan 7 (sewe) dae-bekragtiging:

Erf 63, Sentraal-Oos 5, Vanderbijlpark, groot 904 vierkante meter en geleë te Robert Broomstraat 10.

Veiling vind plaas op die perseel, 26 September 1996 om 12:00.

**Voorwaardes:** 15% (vyftien persent) deposito in kontant of bankgewaarborgde tjek op val van die hammer. Balans by wyse van goedgekeurde bank- of bougenootskapwaarborg binne 30 dae na bekragtiging.

**Afslers:** Property Mart (gestig 1963), Eerste Verdieping, Pogir Bastion Insurance House, 244 Louis Botha Rylaan, Orange Grove 2192; Posbus 46058, Orange Grove, 2119. Tel. (011) 728-1283. Faks. (011) 728-5215. N/u: (012) 666-9477. Mev. C. de Vrye.

**BERNARDI AUCTIONEERS**

Instructed by the Trustee in the matter **Zelcor Finance CC**, in liquidation, T2039/96, we will sell by public auction 2,5 ha plot with four-bedroomed dwelling, pool, diesel, workshop with gantry, to be sold on site:

31 Joan Road, Akasia, Pretoria, on Wednesday, 11 September at 11:00.

**Viewing:** Sunday 1 and 8 September 14:00 to 17:00.

**Terms:** 10% (ten per cent) deposit plus 4,56% (four comma five six per centum) buyers commission, cash/bank cheque. Balance within 30 days from confirmation.

**Enq:** Carl (0824451128).

Bernardi Auctioneers. Tel. (012) 43-6914/5.

**CAPE • KAAP****INSOLVENTE BOEDELVEILING VAN RESTAURANT- EN KROEGTOERUSTING**

**Datum:** Donderdag, 19 September 1996.

**Plek:** Baljukantore, te Tseningweg 4, Kuruman.

**Tyd:** 12:00.

Behoorlik gelas deur die Likwidadeur **Queen's Loft BK**, in likwidasie, sal ons die volgende per openbare veiling verkoop: Hoeveelheid kroegtoerusting, elektriese ware en restauranttoerusting, ornamente, kombuisware en diverse items.

**Voorwaardes:** Alle items sal voetstoots en teen kontant of bankgewaarborgde tjek verkoop word. Die Afslaer behou die reg voor om items by te voeg of weg te laat.

**Besigtiging:** Woensdag, 18 September 1996 tussen 09:00 en 16:00 of per afspraak met die Afslaer.

**Navrae:** Die Balju, H. P. Smit. Tel. (05373) 3-0630; Henk Kock Prokureurs. Tel. (05373) 3-0570/3-0667.

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## ORANGE FREE STATE ORANJE-VRYSTAAT

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### PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, EXCELSIOR op 4 Oktober 1996 om 10:00 voor die Landdroskantoor te EXCELSIOR die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Restant van die plaas CONCORDIA 374, distrik Winburg

GROOT: 265,8218 hektaar

Eiendom (1) Blykens Akte van Transport T1486/1978 in die naam van JACOB JOHANNES KLEYNHANS

(2) Restant van die plaas MONT RAVELLA 567, distrik Winburg

GROOT: 375,4494 hektaar

Eiendom (2) Blykens Akte van Transport T3433/1971 in die naam van ANNA LUCIA KLEYNHANS

(3) Onderverdeling 1 (SLAGTERSNEK) van die plaas DE HOOP 1547, distrik Winburg

GROOT: 134,7609 hektaar

Eiendom (3) Blykens Akte van Transport T2610/1982 in die naam van JACOB JOHANNES KLEYNHANS

Ligging van hierdie eiendomme:—

*Eiendomme (1) tot (3):* 6 km suidoos van Excelsior

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

*Eiendomme (1) en (3):* Veekerend omhein en verdeel in kampe. 4 Boorgate, 3 sementdamme en 8 krippe.

*Eiendom (2):* 2 Store. Veekerend omhein en verdeel in kampe. 4 Boorgate, 2 sementdamme en 4 krippe.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

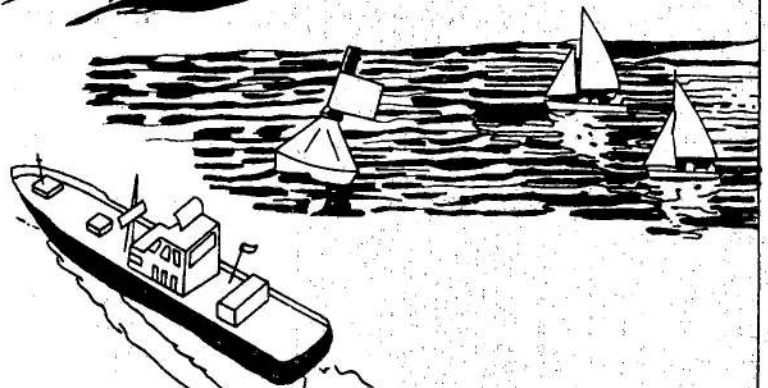
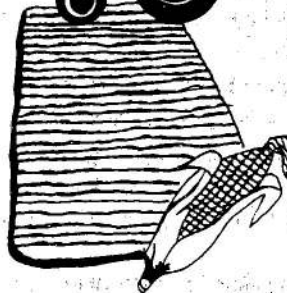
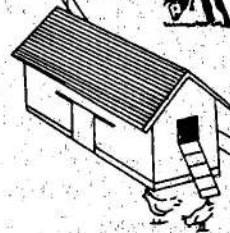
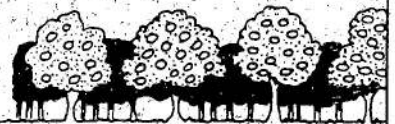
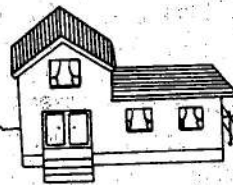
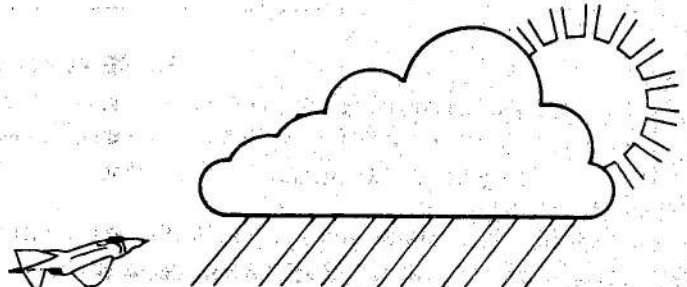
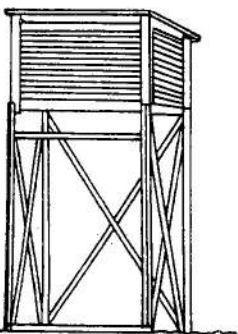
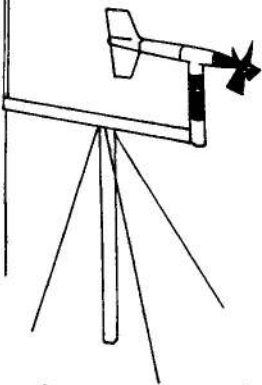
VERWYSINGSNOMMER: BBAG 02398 01G 07G 08G 09B (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 14 September 1996.

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# SA WEATHER BUREAU SA WEERBURO

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# Keep South Africa Clean



## Throw trash where it belongs



# Hou Suid-Afrika Skoon



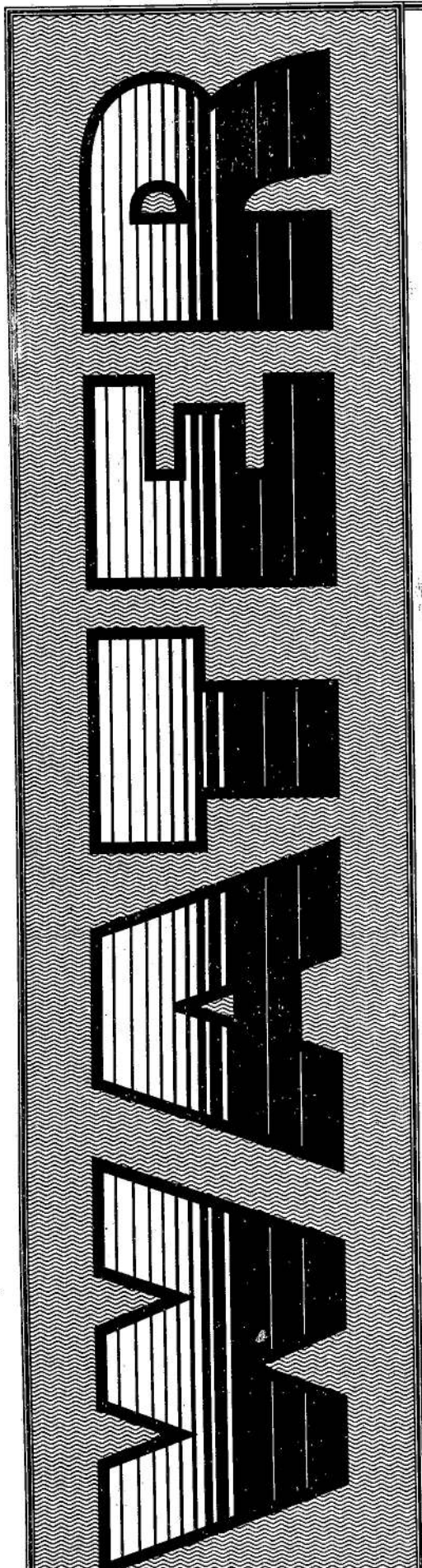
**Gooi rommel waar dit hoort**



**DON'T**

**WASTE**

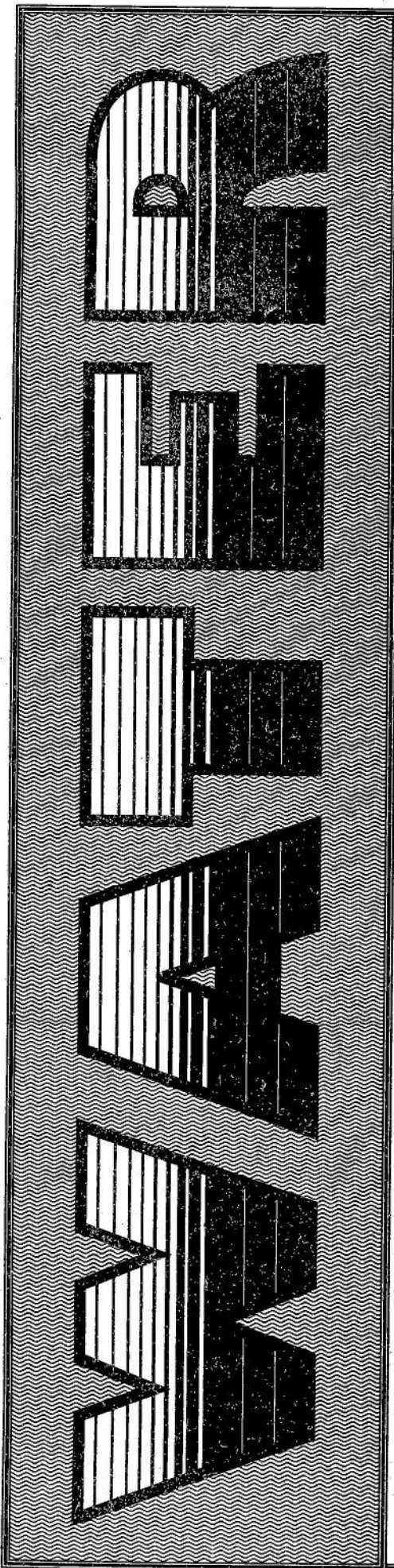
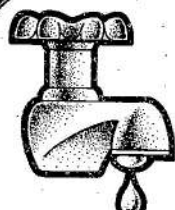
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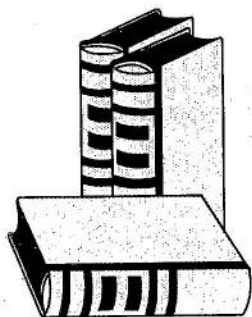
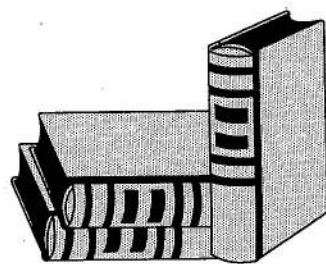
**WERK**

**SPAARSAAM**

**DAARMEE !**



*Waar is die meeste weerkundige  
inligting in die hele Suid-Afrika  
beskikbaar?*



*Where is the largest amount of  
meteorological information in the  
whole of South Africa available?*



## Save a drop — and save a million

**W**ater conservation is very important to the community and industry to ensure their survival. So save water!



## Spaar 'n druppel — en vul die dam

**I**ndien almal van ons besparingsbewus optree, besnoei ons nie slegs uitgawes nie maar wen ook ten opsigte van ons kosbare water- en elektrisiteitsvoorraad

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## INHOUDSOPGAWE

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