

REPUBLIC  
OF  
SOUTH AFRICA



REPUBLIEK  
VAN  
SUID-AFRIKA

# Government Gazette Staatskoerant

Vol. 376

PRETORIA, 11 OCTOBER 1996  
OKTOBER

No. 17484

*LEGAL  
NOTICES*

*WETLIKE  
KENNISGEWINGS*

**B**

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

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

**LIST OF FIXED TARIFF RATES**

| <i>Standardised notices</i>  | <i>Rate per<br/>insertion</i> |
|--|-------------------------------|
|  | R                             |
| <b>ADMINISTRATION OF ESTATES ACTS NOTICES:</b> Forms J 297, J 295, J 193<br>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<br>1 to 9 .....   | 27,60                         |
| N.B.: Forms 2 and 9—additional statements according to word count table,<br>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<br>15 January (per entry of "name, address and amount") .....  | 8,10                          |
| <b><i>Non-standardised notices</i></b>   |                               |
| <b>COMPANY NOTICES:</b>  |                               |
| Short notices: Meetings, resolutions, offer of compromise, conversion of com-<br>pany, voluntary windings-up; closing of transfer or members' registers and/or<br>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,<br>resolutions, voluntary liquidations .....   | 218,80                        |
| <b>LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES</b> .....  | 49,40                         |
| <b>LIQUOR LICENCE NOTICES</b> in extraordinary <i>Gazette</i> :  |                               |
| All provinces appear on the first Friday of each calendar month .....  | 46,70                         |
| (Closing date for acceptance is two weeks prior to date of publication.)   |                               |
| <b>ORDERS OF THE COURT:</b>  |                               |
| 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                         |
| <b>SALES IN EXECUTIONS AND OTHER PUBLIC SALES:</b>   |                               |
| 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<br>count table) .....  | 158,70                        |



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

(INWERKINGTREDING: 1 MEI 1995)

## LYS VAN VASTE TARIWE

| <i>Gestandaardiseerde kennisgewings</i>  | <i>Tarief per plasing</i> |
|--|---------------------------|
|  | R                         |
| <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, toegevoeg 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                     |
| <br><i>Nie-gestandaardiseerde kennisgewings</i>  |                           |
| <b>DRANKLISENSIE-KENNISGEWINGS</b> in buitengewone <i>Staatskoerant</i> :  |                           |
| Alle provinsies verskyn op eerste Vrydag van elke kalendermaand.....   | 46,70                     |
| (Sluitingsdatum van indiening is twee weke voor publiseringsdatum.)  |                           |
| <b>GEREGTELIKE EN ANDER OPENBARE VERKOPE:</b>  |                           |
| 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                     |
| <b>MAATSKAPPYKENNISGEWINGS:</b>  |                           |
| Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, ens.; sluiting van oordrag- of lede-registers en/of verklaring van dividende ..... | 62,90                     |
| Verklaring van dividende met profytstate, notas ingesluit.....   | 144,80                    |
| Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies .....   | 218,80                    |
| <b>ORDERS VAN DIE HOF:</b>   |                           |
| Voorlopige en finale likwidasies of sekwestrasies .....  | 82,20                     |
| Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking ....  | 218,80                    |
| Geregtelike besture, <i>kurator bonis</i> en soortgelyke en uitgebreide bevele <i>nisi</i> ....  | 218,80                    |
| Verlenging van keerdatum .....   | 27,60                     |
| Tersydestelling en afwysings van aansoeke (J 158).....   | 27,60                     |

**WORD COUNT TABLE**

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

**WOORDETAL-TABEL**

Vir algemene kennisgewings wat nie onder voornoemde opskrifte met vaste tariewe ressonteer 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<br>Aantal woorde in kopie | One insertion<br>Een plasing | Two insertions<br>Twee plasinge | Three insertions<br>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 sluitingstyd vir die aanname van kennisgewings soos van tyd tot tyd in die *Staatskoerant* bepaal.

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

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

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

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

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

### APPROVAL OF NOTICES

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

### THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

### LIABILITY OF ADVERTISER

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

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

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

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

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

(5) In geval van 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 INKOMSTESEËLS.

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

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

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



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

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

before publication.

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

The following stamps are not acceptable:

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

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

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

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

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

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

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

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie:

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

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

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

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

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

**PROOF OF PUBLICATION**

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

**BEWYS VAN PUBLIKASIE**

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

***Important Notice***

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

***Belangrike Kennisgewing***

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

**IMPORTANT ANNOUNCEMENT**

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

LEGAL NOTICES  
GOVERNMENT NOTICES **1996**

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

- ▶ **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:*

- ▶ **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. 402/94**

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

**In the matter between STANDARD BANK OF S.A., Plaintiff, and Miss D. JOUBERT, Defendant**

Notice is hereby given that in terms of a warrant of execution issued in the above-mentioned Court on 16 May 1994, the following property, being:

Unit 6, Abrie Hof, Casseldale Township, Portion 6 of Erf 52, Casseldale, Registration Division of Gauteng, measuring 69 square metres, held under Deed of Transfer ST8542/1995,

will be sold in execution on 25 October 1996 at 15:00, at the offices of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, to the highest bidder.

The following improvements appear to have been erected on the property, but is not guaranteed: Flat, tiled roof, bedroom, lounge, bathroom and kitchen.

*Conditions of sale:* Payment of the purchase price will be by way of a cash deposit in the sum of 10% (ten per cent) of the purchase price on the date of sale, and the balance on the date of registration of transfer. The conditions of sale will lie for inspection with the relevant Sheriff of the Magistrate's Court prior to the sale for perusal of all parties interested.

Thus done and signed at Springs on this 25th day of September 1996.

P. van Blerk, for Balden Vogel & Partners, c/o De Jager Kruger & Van Blerk, Plaintiff's Attorneys, Second Floor, Sanlam Centre, Fourth Street, P.O. Box 1078, Springs. (Ref. C. Callister/O. Steyl/B1785.)

**Case No. 508/95**

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

**In the matter between NBS BANK LIMITED, Plaintiff, and MNISI, T. E., Defendant**

In pursuance of a judgment in the Court for the Magistrate of Nigel and warrant of execution dated 17 September 1996, the property listed hereunder will be sold in execution on Friday, 1 November 1996 at 09:00, in front of the Magistrate's Court, 69 Church Street, Nigel, to the highest bidder:

Certain Erf 20, Alrapark, in the Township of Nigel, measuring 540 square metres, Title Deed T16845/94.

The following improvements are reported to be on the property, but nothing is guaranteed: Brick house with tiled roof, kitchen, three bedrooms, lounge, two bathrooms/toilet, garage, servants' quarters and wall-to-wall carpets.

*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 26th day of September 1996.

J. J. van Huyssteen, for Lockett Etsebeth Liebenberg & Van Huyssteen, Plesam Building, Second Avenue, Nigel. (Ref. J. J. van Huyssteen/mm/N1121.)

**Case No. 509/95**

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

**In the matter between NBS BANK LIMITED, Plaintiff, and INVESTORTRUST CC, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Nigel and warrant of execution dated 19 September 1996, the property listed hereunder will be sold in execution on Friday, 8 November 1996 at 09:00, in front of the Magistrate's Court, 69 Church Street, Nigel, to the highest bidder:

Certain Erf 1163, Noycedale, in the Township of Nigel, measuring 1 524 square metres, Title Deed T29357/89

The following improvements are reported to be on the property, but nothing is guaranteed: Brick house with zinc roof, kitchen, three bedrooms, lounge, two bathrooms/toilet, concrete fencing, two garages and wall-to-wall carpeting.



**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 26th day of September 1996.

J. J. van Huyssteen, for Lockett Etsebeth Liebenberg & Van Huyssteen, Plesam Building, Second Avenue, Nigel. (Ref. J. J. van Huyssteen/mm/N890.)

**Case No. 595/96**

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

**In the matter between ABSA BANK LIMITED, trading as TRUST BANK, Plaintiff, and MOSIOA JOHN MOKHELE, ID 5512245533087, and KOTOMANE ROSINAH MOKHELE, ID 5908285104244, Defendants**

In pursuance of a judgment in the Court of the Magistrate of Lichtenburg and warrant of execution dated 22 August 1996, the following property will be sold in execution on Friday, 15 November 1996 at 10:00, in front of the property to the highest bidder, viz:

Certain Portion 1 of Erf 470, situated in the Town of Lichtenburg, Registration Division IP, North West Province, known as 3 Fifth Street, Kieserville, Lichtenburg, a dwelling-house with outbuildings, the *domicilium citandi et executandi* of the Defendant, measuring 1 983 (one nine eight three) square metres.

The conditions of sale will lie for inspection at the Magistrate's Court at Lichtenburg and also at the office of the undersigned and stipulated briefly that 20% (twenty per centum) of the purchase price will be payable on the date of sale and the balance of the purchase price together with interest at the rate of 20,75% (twenty comma seven five per centum) per annum, from the date of sale to date of registration of the transfer into the name of the purchaser and should be guaranteed within 14 days from date of sale. Possession will be given to the purchaser upon receipt of the guarantee hereinbefore mentioned. The purchaser shall pay all the costs of transfer, transfer duty, interest, as well as—

- (1) arrear municipal rates;
- (2) arrear taxes: R1 723,10;
- (3) attorneys outstanding fees: R1 796,06;
- (4) as well as VAT;
- (5) commission in respect of property sold.

Occupation of the property must be organised by the purchaser himself. The property will be sold voetstoots.

M. J. Louw, for Ben Roothman & Olivier, Attorney for Plaintiff, Ebenlou Centre, Buchanan Street, P.O. Box 582, Lichtenburg, 2740. (Ref. R. Myburgh/CA.296.)

**Case No. 30070/95  
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 PETER, MAHLUBANDILE ARCHIBALD, First Execution Debtor, and PETER, NOKUZOLA EUPHONIA, 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 1 November 1996 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff for Dobsonville's Office, 10 Liebenberg Street, Roodepoort, prior to the sale:

Certain Site 3582, situated in the Township of Doornkop, Registration Division IQ, Transvaal, being 3582 Doornkop, measuring 249 (two hundred and forty-nine) square metres.

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

Dated at Johannesburg this 18th day of September 1996.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/P.331.)

Saak No. 9490/96

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

**In die saak tussen ABSA BANK BEPERK, No. 86/04794/06, Eiser, en ELANDRE DAWID ALBERTS en DOROTHEA CORNELIA ALBERTS, 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 Balju, Landdroshof, Beaconsfieldlaan 41A, Vereeniging, op 6 November 1996 om 10:00, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju, Landdroshof, Vereeniging:

*Sekere:* Deel 35 en 24, soos beskryf op Deelplan SS366/92 in die skema bekend as Westwalthof, geleë te Vereeniging-uitbreiding 2-dorpsgebied, Stadsraad van Vereeniging (Westwalthof 11, Joubertstraat), groot 77 en 18 vierkante meter onderseidelik.

*Verbeterings:* Sitkamer, eetkamer, 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, Wet No. 32 van 1944, soos gewysig.

*Die koopprys sal as volg betaalbaar wees:*

- (a) 10% (tien persent) van die koopprys is betaalbaar in kontant na afhandeling van die verkoping; en
- (b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 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;
- (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 17de dag van September 1996.

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

Saak No. 8266/91

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

**In die saak tussen FIRST NATIONAL BANK OF S A LIMITED, Eksekusieskuldeiser, en TOTILE REUBEN KOENA, Eerste Eksekusieskuldenaar, en KHUKHULWAKHO MELTHA KOENA, Tweede Eksekusieskuldenaar**

Ter uitwinning van 'n vonnis gedateer 17 Oktober 1991 in bogemelde saak, sal 'n verkoping sonder 'n reserweprys, onderhewig aan artikel 66 (2) van die Landdroshofwet, soos gewysig, as 'n eenheid gehou word te Johriahof, Du Plessisweg 4, Florentia, Alberton, op Woensdag, 13 November 1996 om 10:00, van die ondervermelde eiendom van die verweerder/s op die voorwaardes wat deur die Vanduaafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping en ter insae sal lê te Johriahof, Du Plessisweg 4, Florentia, Alberton, naamlik:

*Sekere Erf 9414, Tokoza-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, ook bekend as Tokoza-uitbreiding 2, Tokoza, groot 280 vierkante meter, gehou deur Totile Reuben Koena en Khukhulwakho Meltha Koena onder Sertifikaat van Geregistreeerde Huurpag TL53683/1988.*

*Sonering:* Residensieel.

Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee kan word nie: Enkelverdiepingwoonhuis bestaande uit baksteen en/of sement onder sink- en/of teëldak bestaande uit sitkamer, twee slaapkamers, kombuis, badkamer en toilet.

*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 30 (dertig) dae vanaf datum van verkoping verskaf word.

Vendukoste betaalbaar op die dag van die verkoping sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n maksimum van R30 000 (dertig duisend rand) en daarna 3% (drie persent) tot 'n maksimumfooie van R7 000 (sewe duisend rand). Minimum fooie 260 (tweehonderd en sestig rand).

Gedateer te Alberton hierdie 30ste dag van September 1996.

Saak No. 406/4

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

**In die saak tussen ABSA BANK BEPERK, handeldrywend as BANKFIN, Eiser, en TERBALNCHE, MNR. ANTONIE CHRISTOFFEL, Jnr., Verweerder**

Ingevolge 'n lasbrief vir eksekusie gedateer 13 Maart 1995 sal die volgende eiendom te Moorcroftstraat 45, Ottosdal, per publieke veiling verkoop word op 26 Oktober 1996 om 10:00, by Moorcroftstraat 45, Ottosdal:

Erf 504, geleë te Ottosdal, Registrasieafdeling IO, Noordwes, groot 1 983 (eenduisend negehonderd drie-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T55699/88, synde 'n woonhuis bestaande uit vier slaapkamers, eetkamer, sitkamer, woonkamer, studeerkamer, kombuis, twee badkamers, toilet, bediendekamer, waskamer, twee sluit-motorhuise, woonstel met 'n groot vërtrek en 'n toilet, swembad en boorgat.

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

Geteken te Lichtenburg op hierdie 20ste dag van September 1996.

Bosman & Bosman, Prokureur vir Eiser, Melvillestraat 45, Posbus 1, Lichtenburg, 2740. (Verw. mnr. Nortje/B66/MB.)

Saak No. 26465/95  
PH 396/D23

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen VRG AFRIKA (EDMS.) BEPERK, Eerste Eiser, en PAPERLINK (EDMS.) BEPERK, Tweede Eiser, en MEYER KEVIN ASTON, Verweerder**

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 20 Februarie 1996 en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 7 November 1996 om 10:00, by die kantore van die Balju te Johannesburg-Oos, te Marshallstraat 131, Johannesburg, aan die hoogste bieder:

Gedeelte van Gedeelte 4 van Erf 8100, Kensington, Registrasieafdeling IR, Gauteng, groot 992 (nege nege twee) vierkante meter, gehou kragtens Akte van Transport T63119/95, geleë te Katoomba 14A, Kensington, Johannesburg.

Die reserweprys is geen; onderworpe aan bekragtiging in terme van klousule 16 van die verkoopvoorwaardes.

Die eiendom bestaan uit die volgende:

**Beskrywing:** Vier slaapkamers, twee badkamers, twee aparte toilette, aparte stort, twee sitkamers, eetkamer, TV-/gesinskamer, kombuis, opwaskamer, twee motorhuise, bediendekamer met toilet en swembad.

**Terme en voorwaardes:**

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

**Voorwaardes:** Die volle voorwaardes en verkoping wat deur die Adjunk Balju van Johannesburg-Oos onmiddellik voor die verkoping uitgelees sal word, ter insae lê by die kantoor van die Adjunk-balju.

Geteken te Randburg op hierdie 11de dag van September 1996.

Le Roux Meyer Assenmacher, Prokureurs vir Eiser, Sewende Verdieping, Intec House, Marshallstraat 130, Johannesburg; Posbus 4771, Randburg, Tel. 789-6802. (Docex 40, Ranburg.) (Verw. C. le Roux/ev/CC2079.)

Case No. 300/96

## 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 MARGARET PEARL MAKHABANE, Defendant**

A sale in execution of the property described hereunder will take place on 6 November 1996 at 10:00, by Property Mart, on site, to the highest bidder:

Portion 12 of Erf 134, Witfield Township, Registration Division IR, Province of Gauteng, measuring 1.122 square metres, property known as 21 David Street, Witfield, Boksburg.

**Comprising:** Vacant land.

A Bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the offices 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, 182 Leeuwpoot Street, Boksburg.

Wright, Rose-Innes, Plaintiff's Attorneys, 305 President Street, Germiston, 1401. (Ref. 21103/Mr De Vos/PT.)

Case No. 17548/96

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

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
KOUKLINOS, ANDREAS, 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 Boksburg, at 182 Leeuwpoot Street, Boksburg, on 1 November 1996 at 11:15, of the undermentioned property of the Defendant 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, Boksburg, prior to the sale:

Certain unit consisting of Section 7, as shown and more fully described on Sectional Plan SS169/1984 in the scheme known as Knights Castle in respect of the land and building or buildings known as Lilianton, situated at Boksburg Local Authority, of which the floor area, according to the said sectional plan is 151 (one hundred and fifty-one) square metres; and an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan, held under Certificate of Registered Sectional Title ST169/1984 (7) (Unit), situated at Flat 7 Knights Castle, Ismene Avenue, Lilianton, Boksburg, being the *domicilium citandi et excutandi*.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, iron roof, comprising an entrance hall, livingroom, dining-room, three bedrooms, two bathrooms, two w.c.'s, kitchen and a 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. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Dated at Johannesburg this 26th day of September 1996.

Hammond Pole & Dixon Inc., c/o Hammond, Pole & Dixon Inc., Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) [Ref. Mrs Teixeira/S10036 (ST36).]

Case No. 7261/94

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

**In the matter between ABSA BANK LTD (ALLIED BANK DIVISION), Plaintiff, and RANKIN, BEULAH DAWN, First  
Defendant, and RANKIN, ALAN CHARLES, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 17 January 1996 and a writ of execution issued pursuant thereto the property listed hereunder will be sold in execution by Property Mart Auctioneers on 12 November 1996 at 10:00, at the premises:

Certain Erf 118, Rynfield Township, Registration Division IR, Province of Gauteng, situated at 1 Foster Street, in the Township of Rynfield, in the District of Benoni, measuring 2 455 (two thousand four hundred and fifty-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: The building comprises entrance hall, lounge, dining-room, family room, four bedrooms, two bathrooms, kitchen, laundry, two garages and a bar.

**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 of Benoni.

Dated at Benoni on this 26th day of September 1996.

Hammond, Pole & Dixon Inc., Attorneys for Plaintiff, c/o Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. A00299/Mrs Whitson.)

Saak No. 1777/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

**In die saak tussen NBS BANK BPK., Reg. No. 87/01384/06, Eiser, en RATHULO CAVEN MOHLOKOANE, Verweerder**

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 30 Mei 1996, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 1 November 1996 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

**Eiendom:** Erf 16342, in die Sebokeng-uitbreiding 21-dorpsgebied, Registrasieafdeling IQ, Transvaal (Gauteng), groot 300 vierkante meter, ook bekend as soos bo.

**Verbeterings:** Sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer en toilet.

**Buitegeboue:** Geen.



**Verkoopvoorwaardes:**

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

2. Die koopprys sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark op hierdie 20ste dag van September 1996.

Pienaar, Swart & Nkaiseng, Tweede Verdieping, Ekspagebou, Attie Fouriestraat, Vanderbijlpark; Privaatsak X035, Vanderbijlpark, 1900. [Tel. (016) 81-2031/2/3/4.] (Verw. IP/150032.)

**Case No. 6024/94**

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

**In the matter between THE TOWN COUNCIL OF SPRINGS, Plaintiff, and E. L. VAN DER HEEVER, 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 Friday, 1 November 1996 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 167, Paul Krugersoord Extension 1 Township, held by Deed of Transfer T42290/ 1988, Registration Division IR, Province of Gauteng, measuring 742 square metres (seven hundred and forty-two square metres), also known as 4 Avril Street, Paul Krugersoord Extension 1, Springs.

*Property description:* A brick building under tiled roof with plastered walls consisting of two bedrooms, bathroom, lounge and kitchen.

*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 10% (ten per cent) of the purchase price on the date of sale and the balance to be secured within 14 (fourteen) days of date of sale by a bank or building society guaranteed cheque.

3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs.

Dated at Springs on this the 17th day of September 1996.

Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, P.O. Box 16, Docex 6, Springs. (Tel. 812-1050.) (Ref. SH/S01994.)

**Saak No. 4706/96**

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

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eksekusieskuldeiser, en MABOSHE DAVID SEHOMANE, Eerste Eksekusieskuldenaar, en ELIZABETH NTOMBIKAYISE SEHOMANE, Tweede Eksekusieskuldenaar**

Ingevolge uitspraak in die Landdroshof, Kempton Park, en 'n lasbrief vir eksekusie gedateer 21 Junie 1996, die hiernage-noemde eiendom op Donderdag, 31 Oktober 1996 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die Balju uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Alle reg, titel en belang in die huurpag ten opsigte van Erf 116, Motsu-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 254 vierkante meter, ook bekend as 116 Motsu-seksie, Tembisa, Kempton Park, gehou onder Akte van Transport TL45845/85.

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

*Verbeterings:* Toilet, badkamer, eetkamer, drie slaapkamers en kombuis, alles onder 'n sinkdak.

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

Gedateer te Kempton Park hierdie 26ste dag van September 1996.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU0132.)

**Case No. 7297/93**

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

**In the matter between TOWN COUNCIL OF SPRINGS, Plaintiff, and  
PARKLAND DEVELOPMENT COMPANY (PTY) LTD, 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 Friday, 1 November 1996 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 415, Struisbult Extension 1 Township, held by Deed of Transfer T15980/1982, Registration Division IR, in the Province of Gauteng, measuring 1 000 m<sup>2</sup> (one thousand square metres), also known as 12 Shrike Crescent, Struisbult Extension 1, Springs.

*Property description:* Stand with remains of a house.

*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 10% (ten per centum) of the purchase price on the date of sale and the balance to be secured within 14 (fourteen) days of date of sale by a bank or building society guaranteed cheque.

3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs.

Dated at Springs on this the 18th day of September 1996.

Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, P.O. Box 16, Docex 6, Springs. (Tel. 812-1050.) (Ref. SH/S98491.)

**Saak No. 4705/95**

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

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en SAMSON THIPETSHWEU MALATJE,  
Eerste Eksekusieskuldenaar, en TLHABATHI JOHANNA MALATJI, Tweede Eksekusieskuldenaar**

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 21 Junie 1996, die hier-nagenoemde eiendom op Donderdag, 31 Oktober 1996 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopwaardes nagegaan kan word te die Baljukantore, Parkstraat 8, Kempton Park:

Alle reg, titel en belang in die huurpag van Erf 236, Motsu-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 254 vierkante meter, ook bekend as Motsu Seksie 236, Tembisa, Kempton Park, gehou onder Akte van Transport TL28883/90.

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

*Verbeterings:* Badkamer, eetkamer, toilet, twee slaapkamers, kombuis en alles onder 'n teëldak.

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

Gedateer te Kempton Park hierdie 26ste dag van September 1996.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodi, Tweede Verdieping, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU0131.)

Saak No. 7366/94

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

**In die saak tussen ABSA BANK BEPERK, handeldrywend as UNITED BANK, Eksekusieskuldeiser, en  
GERRIT ANTON MELCHER, Eksekusieskuldenaar**

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 12 Julie 1994, die hiernagenoemde eiendom op Dinsdag, 5 November 1996 om 12:00, by die eiendom self verkoop word deur Michael James Organisasie:

Erf 1363, Birch Acres-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, in die provinsie Gauteng, groot 944 vierkante meter, geleë te Parkietstraat 22, Birch Acres-uitbreiding 3, Kempton Park, gehou onder Akte van Transport T60303/91.

Die volgende verbeterings word beweer maar nie gewaarborg nie: Sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, twee motorhuise, kombuis, oprit, alles onder 'n teëldak en omhein met betonmure.

**Terme:**

1. Die koper sal die Baljufooi/Afslaerskommissie sowel as 10% (tien persent) van die koopprijs in kontant betaal onmiddellik na die veiling. Die balans tesame met rente soos uiteengesit in die verkoopvoorwaardes, moet verseker word deur aanvaarbare waarborge binne 30 (dertig) dae vanaf datum van verkoping.

2. Die koper sal aanspreeklik wees vir alle kostes betaalbaar om oordrag van die eiendom te verkry, sowel as uitstaande erfbelastings en heffings verskuldig aan die Plaaslike Owerheid.

3. Volledige verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Parkstraat 8, Kempton Park, en kan gedurende kantoorure geïnspekteer word.

Gedateer te Kempton Park hierdie 26ste dag van September 1996.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/DE/LU1471.)

Saak No. 14681/95

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

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eksekusieskuldeiser, en Mnr. NEIL  
ROSS STEWART, Eerste Eksekusieskuldenaar, en Mev. WENDY STEWART, Tweede Eksekusieskuldenaar**

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 11 Januarie 1996 die hiernagenoemde eiendom op Dinsdag, 5 November 1996 om 10:00, by die eiendom self verkoop word deur Michael James Organisasie:

Erf 827, Norkem Park-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 991 vierkante meter, geleë te Quintus van der Waltstraat 116, Norkem Park-uitbreiding 1, Kempton Park, gehou onder Akte van Transport T49305/94.

Die volgende verbeterings word beweer, maar nie gewaarborg nie: Sitkamer, twee badkamers, eetkamer, drie toilette, drie slaapkamers, twee motorhuise, familie/TV-kamer, kombuis, studeerkamer en oprit, alles onder 'n sinkdak en omhein met baksteen mure.

**Terme:**

1. Die koper sal die Baljufooi/afslaerskommissie sowel as 10% (tien persent) van die koopprijs in kontant betaal onmiddellik na die veiling. Die balans tesame met rente soos uiteengesit in die verkoopvoorwaardes, moet verseker word deur aanvaarbare waarborge binne 30 (dertig) dae vanaf datum van verkoping;

2. die koper sal aanspreeklik wees vir alle kostes betaalbaar om oordrag van die eiendom te verkry, sowel as uitstaande erfbelastings en heffings verskuldig aan die plaaslike owerheid;

3. volledige verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Parkstraat 8, Kempton Park, en kan gedurende kantoorure geïnspekteer word.

Gedateer te Kempton Park hierdie 25ste dag van Oktober 1996.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel 970-1216.) (Verw. mev. Cowley/DE/LU2328.)

Saak No. 2024/96

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

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eksekusieskuldeiser, en ANTONIE MICHAEL MULLER, Eksekusieskuldenaar**

Ingevolge uitspraak in die Landdroshof van Kempton Park, en 'n lasbrief vir eksekusie gedateer 28 Maart 1996 sal die hiernagenoemde eiendom op Dinsdag, 5 November 1996 om 11:00, by die eiendom self verkoop word deur Michael James Organisasie:

Erf 2291, Birch Acres-uitbreiding 5-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 1 091 vierkante meter, geleë te Bassiaanlaan 27, Birch Acres-uitbreiding 5, Kempton Park, gehou onder Akte van Transport T49623/93.

Die volgende verbeterings word beweer maar nie gewaarborg nie: Sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, opwaskamer, dubbele motorhuis, buite toilet, alles onder 'n teëldak en omhein met betonmure.

**Terme:**

1. Die koper sal die Baljufooi/afslaerskommissie sowel as 10% (tien persent) van die koopprys in kontant betaal onmiddellik na die veiling. Die balans tesame met rente soos uiteengesit in die verkoopvoorwaardes, moet verseker word deur aanvaarbare waarborge binne 30 (dertig) dae vanaf datum van verkoping;

2. die koper sal aanspreeklik wees vir alle kostes betaalbaar om oordrag van die eiendom te verkry, sowel as uitstaande erfbelastingen en heffings verskuldig aan die plaaslike owerheid;

3. volledige verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju, Parkstraat 8, Kempton Park, en kan gedurende kantoorure geïnspekteer word.

Gedateer te Kempton Park hierdie 25ste dag van September 1996.

M. M. Cowley, vir Johan Jacobs & Malcolm Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23, Posbus 75, Kempton Park, 1620. (Tel 970-1216.) (Verw. mev. Cowley/DE/LU0040.)

Saak No. 14468/96

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen STANDARD BANK VAN S.A. BEPERK (62/00738/06), Eiser, en VAN DER MERWE, MARIUS ANTON, Eerste Verweerder, en VAN DER MERWE, JOHANNA SUSANNA, Tweede Verweerder**

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Donderdag, 31 Oktober 1996 om 10:00, deur die Balju vir die Hooggeregshof, Pretoria-Wes, gehou te die Balju se kantoor, Olivettgebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria, aan die hoogste bieder:

Resterende Gedeelte van Erf 301, geleë in die dorpsgebied Mountain View (Pta), Registrasieafdeling JR, provinsie Gauteng, groot 898 vierkante meter, gehou kragtens Akte van Transport T24770/90.

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

**Straatadres:** Hennie van Vuurenstraat 1294, Mountain View, Pretoria.

**Verbeterings:** Dubbelverdiepingwoonhuis met sinkdak, ingangsportaal, sitkamer, kombuis, waskamer, drie slaapkamers, badkamer met stort en toilet, aparte toilet, motorafdak, steenplaveisel, voorafvervaardigde omheining en swembad.

**Reserweprys:** Die eiendom word sonder reserweprys verkoop.

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

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

**Verkoopvoorwaardes:** Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Pretoria-Wes, te die Balju se kantoor, Olivettgebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

Gedateer te Pretoria hierdie 26ste dag van September 1996.

Haasbroek en Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat, Posbus 2205, Pretoria. [Tel (012) 322-4401.] (Verw V. Rensburg/BVDM/S1234/5.)



Case No. 5093/96

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

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and ADRIAAN JOHANNES SCHEMPERS, First Defendant, and MARIA ADRIAANA ELIZABETH SCHEMPERS, 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 Potchefstroom, on 1 November 1996 at 10:30, in front of the main entrance of the Magistrate's Court, Van Riebeeck Street, Potchefstroom, 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:

One half of the property Portion 4 (a portion of Portion 3) of Erf 296, situated in Township of Potchefstroom, Registration Division IQ, Transvaal, known as 14 Jeugd Street, Potchefstroom, measuring 897 (eight hundred and ninety-seven) square metres, held by Deed of Transfer T93953/94.

The following information is furnished, though in this regard nothing is guaranteed: A residential home consisting of lounge, dining-room, kitchen, three bedrooms and bathroom, w.c. and two enclosed verandas. *Outbuildings:* Garage, carport, servants and w.c. *Improvements:* Precast wall and concrete paving.

*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.

Dated at Pretoria this 23rd day of September 1996.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste and Adams Forum, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Kartoudes/MVR/60974.)

Case No. 5266/96  
PH 388

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and VASCONCELOS, ROBERTO CARLOS DE FREITAS, 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, 31 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 1065, Kenilworth Township, Registration Division IR, the Province of Gauteng, area 562 (five hundred and sixty-two) square metres, situation 4 and 4 A Leonard Street, Kenilworth.

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

*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 16th day of September 1996.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. Foreclosures Z425.)

Case No. 9979/96

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

**In the matter between ABSA BANK LTD (ALLIED BANK DIVISION), Plaintiff, and THABO GLADWIN MOLOI, Defendant**

In pursuance of a judgment of the above Honourable Court and writ of execution, the Defendant's right, title and interest in and to the following property shall be sold in execution by the Sheriff on Friday, 25 October 1996 at 09:00, at the Magistrate's Court, Begemann Street, Heidelberg, without reserve to the highest bidder:

Certain Erf 2471, Ratanda Township, Registration Division IR, Transvaal, also known as 2471 Ratanda, Heidelberg, Gauteng, measuring 403 square metres, held by virtue of Certificate of Registered Grant of Leasehold TL81201/1990.

*Improvements:* The following improvements on the property are reported, though in this regard nothing is guaranteed:  
*Dwelling-house:* Single storey brick dwelling with tiled roof, consisting of kitchen, two bedrooms, bathroom, lounge and dining-room.

*Conditions of sale:*

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

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

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

Dated at Springs on this 9th day of September 1996.

B. Cooper, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, Springs. (Tel. 812-1050.) (Ref. Mr Cooper/GG/B03096.)

Case No. 21574/95  
PH104

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

**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and MURUGAN, GONASAGREN  
RADHAKRISHNAN, First Execution Debtor, and MURUGAN, ROSELINE, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 31 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 2881, situated in the Township of Birch Acres Extension 17, Registration Division IR, Transvaal, being 10 Stork Avenue, Birch Acres Extension 17 Kempton Park, measuring 800 (eight hundred) square metres.

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

Dated at Johannesburg this 20th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdm/M1263.)

Case 7865/96  
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 MOHOLOLA, MACHAKA ELIAS,  
First Execution Debtor, and MOHOLOLA, KGOMOTSO REBECCA, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 31 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 460, situated in the Township of Estherpark Extension 1, Registration Division IR, Transvaal, being 9 Wistaria Road, Esther Park Extension 1, measuring 1 000 (one thousand) square metres.

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

Dated at Johannesburg this 20th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdm/M1612.)

Case 10412/96  
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  
SEPHADI, SOLOMON, 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 31 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 West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 17016, situated in the Township of Diepkloof, Registration Division IQ, Gauteng, being 6664 Diepkloof, Soweto, measuring 305 (three hundred and five) square metres.

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

Dated at Johannesburg this 20th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/S842).

Case No. 33303/91  
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 THABETHE, JOHN JAFTA,  
First Execution Debtor, and THABETHE, NTOMBIZODWA NELLIE, 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 31 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 West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 3434, situated in the Township of Moroka, Registration Division IQ, Gauteng, being 3434 Moroka, Johannesburg, measuring 168 (one hundred and sixty-eight) square metres.

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

Dated at Johannesburg this 20th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/T45.)

Case No. 8795/96  
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 MAROTHODI, MAHLOMOLA  
JONAS, First Execution Debtor, and MAROTHODI, DIMAKATSO MAGGIE, 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 5 November 1996 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

*Certain:* All right, title and interest in the leasehold in respect of Erf 5499, situated in the Township of Moleleki Extension 5, Registration Division IR, Gauteng, being 5499 Moleleki Extension 2, Katlehong, Alberton, measuring 267 (two hundred and sixty-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, bathroom and w.c.

Dated at Johannesburg this 20th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdm/M1640.)

Case No. 25587/95  
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 MOTLOUNG, MOLELEKI PAULUS, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Brakpan, on 1 November 1996 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain Erf 410, situated in the Township of Brakpan North Extension 1, Registration Division IR, Transvaal, being 13 Charlton Street, Brakpan North Extension 1, measuring 995 (nine hundred and ninety-five) square metres.

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

Dated at Johannesburg this 20th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdm/M1295.)

Case No. 18382/96  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and HJELM, STEWART REINHOLD, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Benoni, on 7 November 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain Erf 3852, Benoni Extension 10 Township, Registration Division IR, Gauteng, being 73 Whitehouse Avenue, Benoni Extension 10, measuring 1 190 (one thousand one hundred and ninety) square metres.

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/H.388.)

Case No. 11061/95  
PH 388IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and NYEMBE, ZAKHELE ELIJAH, First Defendant, and NYEMBE, THABISILE EUGENIA, 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, Eaton Terrace 1, Terrace Building, New Redruth, Alberton, on Tuesday, 29 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 374, Roodebult Township, Registration Division IR, Province of Gauteng, area 743 (seven hundred and forty-three) square metres, situation 24 Wolwedoring Street, Roodbult, Germiston.

*Improvements* (not guaranteed): A dwelling consisting of three bedrooms, bathroom, shower and separate toilet, kitchen, lounge and dining-room with garage and servants' quarters.



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

Dated at Johannesburg on this 20th day of September 1996.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresX88.) (Dx516/J21.)

Case No. 18478/95

PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and WILLIAMS, DENIS GEORGE, First Defendant, and WILLIAMS, IRIS ELAINE, 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, 31 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 may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 420, Naturena Township, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, area 1 130 (one thousand one hundred and thirty) square metres, situation 118 Formosa Avenue, Naturena.

*Improvements* (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, garage and carport with swimming-pool.

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

Dated at Johannesburg on this 20th day of September 1996.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ678.) (Dx516/J21.)

Case No. 12839/96

PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and BLOEMSTEIN, CHRISTY EAGONE, First Defendant, and BENNETT, CLAUDETTE IRENE, 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, 31 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 3205, Eldorado Park Extension 2 Township, Registration Division IQ, Province of Gauteng, area 352 (three hundred and fifty-two) square metres, situation 5 Witzenberg Street, Eldorado Park Extension 2.

*Improvements* (not guaranteed): A house under tile roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, garage, swimming-pool and walls around 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 of R7 000 and a minimum of R260.

Dated at Johannesburg on this 20th day of September 1996.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ890.)

Case No. 16925/96

PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
DLAMINI, FUNUMUDZI DAVID, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 8 Park Street, Kempton Park, on Thursday, 31 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 709, Moakeng Extension 1 Township, Registration Division IR, Province of Gauteng, area 297 (two hundred and ninety-seven) square metres, situation Erf 709, Moakeng Extension 1.

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

*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 17 September 1996.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresX146.)

Saak No. 10259/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

**In die saak tussen ABSA BANK BEPERK, Eiser, en MNQIZANA PHALAMHASHI, Eerste Verweerder, en  
NOKANYILE LEVIS PHALAMASHASHI, Tweede Verweerder**

Ingevolge uitspraak van die Landdros van Klerksdorp, en lasbrief vir geregtelike verkoping met datum 15 Augustus 1996 sal die ondergemelde eiendom op 25 Oktober 1996 om 10:00, by die kantoor van die Balju, Kerkstraat, Sanlam-gebou, Kamer 413, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 2686, Khuma, Registrasieafdeling IP, Noord-Wes Provinsie, groot 437 (vierhonderd sewe-en-dertig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL88561/88.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

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

2. Die koopprijs sal betaalbaar wees teen betaling van 'n bedrag van 10% (tien persent) van die koopprijs 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, eetkamer, badkamer met toilet en kombuis.

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

Geteken te Klerksdorp hierdie 17de dag van September 1996.

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

Saak No. 704/96

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

**In die saak tussen ABSA BANK, 86/04794/06, Eiser, en PRAISEGOD GODFREY LAZARUS SERAME, Verweerder**

Ten uitvoerlegging van die Vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 25 Maart 1996, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 8 November 1996 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Erf 1155, Sebokeng Eenheid 10-dorpsgebied, Registrasieafdeling IQ, Transvaal (Gauteng), groot 552 vierkante meter.

*Verbeterings:* Onbekend.

*Buitegeboue:* Onbekend.

*Verkoopvoorwaardes:*

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

2. Die koopprys sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark op die 18de dag van September 1996.

Pienaar, Swart & Nkaiseng, Tweede Verdieping, Ekspagebou, Attie Fouriestraat, Vanderbijlpark; Privaatsak X035, Vanderbijlpark, 1900. (Verw. IP/160004.) [Tel. (016) 81-2031/2/3/4.]

Saak No. 8857/96

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

**In die saak tussen ABSA BANK BEPERK (UNITED AFDELING), Eiser, en B. P. en N. A. MFIHLO, Verweerder**

As gevolg van 'n vonnis van die Landdroshof, te Klerksdorp, en 'n lasbrief van eksekusie gedateer 25 Julie 1996, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 1 November 1996 om 09:00, by die kantore van die Balju van die Landdroshof, Orkney, Campionweg 21, Orkney:

Erf 4588, geleë in die dorp Kanana-uitbreiding 3, Registrasieafdeling IP, Noordwes, groot 170 (eenhonderd-en-sewentig) vierkante meter.

*Verkoopvoorwaardes:*

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

2. Sonder om dit enigsins te waarborg, is die eiendom verbeter met 'n woonhuis bestaande uit: Sitkamer, twee slaapkamers, badkamer en kombuis.

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

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

O. P. B. L'Ange, vir L'Ange, De Waal & Freysen, Eerste Verdieping, Ferumhuis, Kockstraat 22, Posbus 59, Klerksdorp.

Saak No. 9478/96

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

**In die saak tussen ABSA BANK BEPERK (UNITED AFDELING), Eiser, en H. A. en F. R. MONGALE, Verweerder**

As gevolg van 'n vonnis van die Landdroshof, Klerksdorp, en 'n lasbrief van eksekusie gedateer 30 Julie 1996, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 1 November 1996 om 09:00, by die kantore van die Balju van die Landdroshof, Orkney, Campionweg 21, Orkney:

Erf 4390, geleë in die dorp Kanana-uitbreiding 3, Registrasieafdeling IP, Noordwes, groot 275 (tweehonderd vyf-en-sewentig) vierkante meter.

*Verkoopvoorwaardes:*

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

2. Sonder om dit enigsins te waarborg, is die eiendom verbeter met 'n woonhuis bestaande uit 'n sitkamer, eetkamer, drie slaapkamers, twee badkamers en kombuis.

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

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

O. P. B. L'ange, vir L'ange, De Waal & Freysen, Eerste Verdieping, Ferumhuis, Kockstraat 22, Posbus 59, Klerksdorp.

**Saak No. 8853/96**

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

**In die saak tussen ABSA BANK BEPERK (UNITED AFDELING), Eiser, en K. L. en L. MOLOTO, Verweerders**

As gevolg van 'n vonnis van die Landdroshof te Klerksdorp en 'n lasbrief van eksekusie gedateer 25 Julie 1996, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 1 November 1996 om 09:00, by die kantore van die Balju van die Landdroshof, Orkney, Campionweg 21, Orkney:

Erf 5013, geleë in die dorp Kanana-uitbreiding 3, Registrasieafdeling IP, Noordwes, groot 200 (tweehonderd) vierkante meter.

*Verkoopvoorwaardes:*

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

2. Sonder om dit enigsins te waarborg, is die eiendom verbeter met 'n woonhuis bestaande uit: Sitkamer, twee slaapkamers, badkamer en kombuis.

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

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

O. P. B. L'Ange, vir L'Ange, De Waal & Freysen, Eerste Verdieping, Ferumhuis, Kockstraat 22, Posbus 59, Klerksdorp.

**Saak No. 8852/96**

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

**In die saak tussen ABSA BANK BEPERK (UNITED AFDELING), Eiser, en M. P. en M. J. MOTSHOLATHEBE, Verweerders**

As gevolg van 'n vonnis van die Landdroshof te Klerksdorp en 'n lasbrief van eksekusie gedateer 25 Julie 1996, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 1 November 1996 om 09:00, by die kantore van die Balju van die Landdroshof, Orkney, Campionweg 21, Orkney:

Erf 2541, geleë in die dorp Kanana-uitbreiding 1, Registrasieafdeling IP, Noordwes, groot 337 (driehonderd sewe-en-dertig) vierkante meter.

*Verkoopvoorwaardes:*

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

2. Sonder om dit enigsins te waarborg, is die eiendom verbeter met 'n woonhuis bestaande uit: Sitkamer, eetkamer, twee slaapkamers, badkamer en kombuis.

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

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

O. P. B. L'Ange, vir L'Ange, De Waal & Freysen, Eerste Verdieping, Ferumhuis, Kockstraat 22, Posbus 59, Klerksdorp.



Case No. 102/96

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

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and HEYSTECKSTRAAT 8A  
EIENDOMME BK, First Defendant, and CHERYL BONET REYNEKE, Second Defendant**

A sale in execution of the undermentioned property is to be held at the entrance of the Magistrate's Court, corner of Van Staden and Kloppe Streets, Rustenburg, on Friday, 1 November 1996 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Rustenburg, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg, and will be read out prior to the sale taking place.

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

*Property:* Portion 3 (a portion of Portion 1) of Erf 1110, in the town of Rustenburg, Registration Division JQ, North West Province, measuring 949 square metres, also known as 8A Heystek Street, Rustenburg.

*Improvements:* Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom with toilet, separate toilet, shower, scullery, two garages and servant's toilet.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Coetzee In S2024.)

Saak No. 3058/96

IN DIE LANDDROSHOF VIR DIE DISTRIK OBERHOLZER GEHOU TE OBERHOLZER

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en C J RENKIN NOMINE OFFICII, Verweerder**

Ingevolge 'n vonnis in die Oberholzer-landdroshof en 'n lasbrief vir eksekusie gedateer 13 Augustus 1996, sal die ondervermelde eiendom, op 25 Oktober 1996 om 10:00, voor die Landdroskantoor, Oberholzer, sonder voorbehoud aan die hoogste bieder verkoop word onderworpe aan die voorwaardes van verkoping wat nagegaan kan word te die kantoor van die Balju, Plot 39, Watersedge:

Erf 893, Welverdiend, Registrasieafdeling IQ, Gauteng, groot 1 056 m<sup>2</sup>, gehou kragtens Akte van Transport T70618/1989.

Gedateer te Carletonville op hierdie 23ste dag van September 1996.

J. Moodie, vir Jooste Slabbert & Moodie, Proteagebou, Palladiumstraat, Carletonville. (Verw. mev. Jonker/S.117.)

Case No. 7559/96

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 TAU, NTHOROFULE PAUL,  
First Execution Debtor, and TAU, LINAH MELADI, 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 1 November 1996 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56 12th Street, Springs, prior to the sale:

Certain all right, title and interest in and to the leasehold in respect of Erf 14285, situated in the Township of KwaThema Extension 2, Registration Division IR, Transvaal, being 14285 KwaThema Extension 2, Springs, measuring 288 (two hundred and eighty-eight) square metres.

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

Dated at Johannesburg this 24th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/T282.)

Case No. 3313/96  
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  
KHWELA, SIBONGILE JOYCE, 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 1 November 1996 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Erf 348, situated in the Township of Vosloorus Extension 5, Registration Division IR, Transvaal, being 348 Mopane Leres, corner of Lesika Street, Vosloorus Extension 5, Boksburg, measuring 311 (three hundred and eleven) 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 September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/K288.)

Case No. 30987/92  
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  
TSOTETSI, LEFU PHILEMON, 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 1 November 1996 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain all right, title and interest in and to the leasehold in respect of Erf 8252, situated in the Township of Vosloorus Extension 9, Registration Division IR, Transvaal, being 8252, Vosloorus Extension 9, Boksburg, measuring 329 (three hundred and twenty-nine) square metres.

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

Dated at Johannesburg this 24th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company. (Tel. 838-5451.) (Ref. Foreclosures/fp/T98.)

Case No. 718/91

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between ABSA BANK LIMITED, Plaintiff, and FANYANA JOSEPH SHEZI, First Defendant, and  
THAKASILE JANE SHEZI, Second Defendant**

In execution of a judgment of the Supreme Court (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price, subject to the Plaintiff's approval will be held at the office of the Sheriff of Roodepoort South, 10 Liebenberg Street, Roodepoort, on Friday, 1 November 1995 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 office of the Sheriff, Roodepoort South:

Certain Erf 8837, Dobsonville Extension 3 Township, Registration Division IQ, Province of Gauteng, and known as 8837 Dobsonville Extension 3, District Roodepoort, in extent 375 (three hundred and seventy-five) square metres, held by Deed of Transfer TL23123/1989.

*Improvements:* (none of which are guaranteed) consisting of the following: Dwelling with a lounge, three bedrooms, bathroom, kitchen and under a tiled roof with plastered walls and steel framed windows.

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

Auctioneer's charges, payable on the day of sale; to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand) minimum charge R50 (fifty rand).

Dated at Roodepoort on this the 13th day of September 1996.

T. G. Bosch, for T. G. Bosch-Badenhorst, First Floor, City Centre, 8 Luttig Street, Roodepoort. (Tel. 763-6121.) (Ref. Mr. T. G. Bosch.)

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**Case No. 2172/96**

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

**In the matter between NBS BANK LIMITED ( Reg. No. 87/01384/06), Plaintiff, and  
LEKOKO ABRAM BOSHIELO, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 6 May 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 8 November 1996 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 17614, Vosloorus Extension 25 Township, situated on 17614 Monamane Crescent, Vosloorus Extension 25, in the Township of Vosloorus Extension 25, District of Boksburg, measuring 280 (two hundred and eighty) square metres.

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

Dated at Boksburg on this 25th day of September 1996.

Hammond, Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00435/Mrs Kok.)

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**Case No. 1043/96**

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 BUHLE HANDSOME JOJO, First Defendant, and NONHLANHLA HAZEL JOJO, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 26 August 1996 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 8 November 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 Stand 6954, Vosloorus Extension 9 Township, situated on 6954 Lekhoaba Crescent, Vosloorus Extension 9, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 419 (four hundred and nineteen) 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 the 25th day of September 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00417/Mrs Kok.)

Case No. 9307/96  
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 SMIT, ARIE GERHARDUS, First Execution Debtor, and SMIT, SAMANTHA JOSEPHINE, 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, Germiston South, on 4 November 1996 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Germiston South, United Building, Third Floor, 177 President Street, Germiston, prior to the sale:

Certain Erf 1057, situated in the Township of Elspark Extension 1, Registration Division IR, Transvaal, being 14 Boekenhout Street, Elspark Extension 1, Germiston, measuring 993 (nine hundred and ninety-three) square metres.

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

Dated at Johannesburg this 26th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/S877.)

Case No. 12856/96  
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 MADINGWANE, RAMMOLAENG ANDREAS ISSAEL, First Execution Debtor, and MATLALA, MABOKO REINIE, 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 1 November 1996 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56 12th Street, Springs, prior to the sale:

All right, title and interest in and to the leasehold in respect of Erf 10417, situated in the Township of kwaThema, Registration Division IR, Transvaal, being 10417 Madlebe Street, kwaThema, Springs, measuring 294 (two hundred and ninety-four) square metres.

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

Dated at Johannesburg this 26th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/M1631.)

Case No. 6581/96  
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 MASHELE, JOHN, First Execution Debtor, and MASHELE, LOMBUSO 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, Alberton, on 5 November 1996 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Courts prior to the sale:

Certain Erf 145, situated in the Township of Roodekop, Registration Division IR, Gauteng, being 110 Wildebeest Avenue, Roodekop, Germiston, measuring 805 (eight hundred and five) square metres.



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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/M1568.)

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**Case No. C254/95**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NSIKAZI HELD AT KABOKWENI

**In the matter between ALLIED BANK LIMITED, a division of ABSA BANK LIMITED, Plaintiff, and  
MABHIGWA PHENEAS ZITHA, Defendant**

In execution of a judgment of the Magistrate of Kabokweni and a writ in execution, the undermentioned property will be sold in execution on Friday, 15 November 1996 at 12:00, at the Magistrate's Court, Kabokweni, to the highest bidder, namely:

Stand 730, situated in the Township of Matsulu C, District of Nsikazi, held by virtue of Deed of Grant 618/89, subject to the conditions therein contained.

*Improvements:* Dwelling.

The property will be sold without reserve and subject to the terms and conditions of the Magistrates' Courts Act and rules thereunder to the highest bidder for cash.

The purchaser shall pay 10% (ten per centum) of the purchase price to the Sheriff/auctioneer in cash immediately after the sale. The balance, together with interest thereon, shall be secured by a bank guarantee, payable against registration of transfer and which guarantee shall be delivered within 7 (seven) days from date of sale.

The conditions of sale may be inspected during office hours at the offices of the Sheriff.

Dated at Nelspruit on the 19th day of September 1996.

C. I. Delpoit, for Delpoit & Le Roux, Seventh Floor, United Building, Brown Street, Nelspruit.

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**Case No. 3627/96**

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 CHUNG FOO LI, Defendant**

A sale in execution of the property described hereunder, will take place on 4 November 1996 at 10:00, by Property Mart, on site, to the highest bidder:

(a) Section 17, as shown and more fully described on Sectional Plan SS40/95 in the scheme known as Green Park, in respect of the land and building or buildings situated at Marais Steyn Park Township, Province of Gauteng, Local Authority of the North East Rand Transitional Metropolitan Council (Edenvale/Modderfontein Metropolitan Substructure); 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, measuring 69 (sixty-nine) square metres, property known as 17 Green Park, Dickie Fritz Avenue, Marais Steyn Park, Edenvale, comprising flat consisting of lounge, dining-room, kitchen, two bedrooms, bathroom/toilet, shower/toilet and carport.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the offices of Property Mart, First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 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. 21149/Mr De Vos/PT.)

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**Case No. 8418/92**

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

**In the matter between UNITED BANK, a division of ABSA BANK LIMITED, Plaintiff, and IRENE MAUD KORNBLUM,  
First Defendant, and ROGER KORNBLUM, Second Defendant**

In pursuance of a judgment in the Magistrate's Court for the District of Boksburg on 19 August 1992, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution and by public auction on 6 November 1996 at 11:00, at the property namely:

Certain Erf 432, Parkdene Township, Registration Division IR, Province of Gauteng, situated at 273 Trichardts Road, Parkdene, Boksburg, measuring 991 (nine hundred and ninety-one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster with tiled roof, comprising entrance hall, lounge, dining-room, kitchen, four bedrooms, bathroom with w.c., bathroom with shower and w.c., servants' quarters, toolroom and workroom.

*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 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 18th day of September 1996.

J. Matthee, for Malherbe Rigg & Ranwell Inc., Second Floor, United Building, Commissioner Street, Boksburg. (Tel. 892-2040.) (Ref. Mrs Mattheys/U1828.)

Case No. 7105/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and POO CURNICK MOGOROSI, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni on 19 August 1996, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 30 October 1996 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 30237, Daveyton Township, situated on 30237 Daveyton, in the Township of Daveyton, District of Benoni, measuring 200 (two hundred) 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 lounge, 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, Benoni.

Dated at Benoni on this 23rd day of September 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue. (Tel. 422-1350.) (Ref. N0093B/Mrs West.)

Saak No. 25590/93

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

**In die saak tussen EERSTE NASIONALE BANK VAN S.A. BEPERK, Eiser, en Mev. SUSANA BARENDINA SALOMINA DU PREEZ, Verweerder**

Geliewe kennis te neem dat in opvolging van 'n Vonnis in bogemelde aksie toegestaan op 22 Junie 1994, sal die Verweerder se een halwe aandeel in ondergemelde onroerende eiendom, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 29 Oktober 1996 om 09:30:

Erf 313, geleë in die dorpsgebied Volksrust, Registrasieafdeling HS, Mpumalanga, groot 1 983 vierkante meter, gehou kragtens Akte van Transport T88331/92. Die eiendom is ook beter bekend as Sarel Cilliersstraat 42, Volksrust.

*Plek van verkoping:* Die verkoping sal plaasvind voor die Landdroshof, Louis Trichardtstraat, Volksrust.

*Verbeterings:* Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis bestaande uit 'n groot gang, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met toilet, stort met toilet, toegebooue stoep. Tweede woonhuis op perseel bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer. Buitegebooue synde bediendekamer, buitetoilet en motorhuis.

*Sonering:* Residensieel.

*Verkoopvoorwaardes:* Die verkoopvoorwaardes lê ter insae te die kantore van die Balju by bogemelde adres waar dit gedurende normale kantoorure geïnspekteer kan word.

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

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. V.d. Burg/avdp/F.6597/B1.)

Case No. 1303/94

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

**In the matter between NBS BANK Limited, Plaintiff, and ABEL THEMBA MATHUNJWA, Defendant**

Pursuant to a judgment granted by the above Honourable Court dated 17 August 1994 and a warrant of execution, the undermentioned property will be sold in execution on Friday, 25 October 1996 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 11289, kwaThema Township, Registration Division IR, Gauteng, known as 11289 Mothlaping Street, KwaThema, measuring 280 (two hundred and eighty) square metres, held under Deed of Transfer TL34034/1987.

*Improvements:* Brick building under tiled-roof consisting of lounge, kitchen, bathroom, toilet and three bedrooms.

*Terms and conditions:*

1. 10% (ten per cent) of the purchase price to be paid on the date of sale and the balance together with interest to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of the sale.
  2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff of the Magistrate's Court's fees.
  3. The purchaser shall be liable for all outstanding rates and taxes.
  4. The complete conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Springs.
- Dated at Springs this 6th day of September 1996.

A. V. de Swardt, for Hammerschlag Gishen Stoloff de Swardt Inc., Plaintiff's Attorneys, Sixth Floor, Standard Bank Arcade, corner of Third Avenue and Fourth Street (P.O. Box 184), Springs. Docex 5 Springs. [Tel. (011) 812-2400.] (Ref. Mnr. De Swardt/A06888.)

Case No. 3945/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and PHEMA GABERIAL MDAKA, Defendant**

Pursuant to a judgment granted by the above Honourable Court dated 2 July 1996 and a warrant of execution, the undermentioned property will be sold in execution on Friday, 25 October 1996 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 14007, kwaThema Extension 2 Township, Registration Division IR, Gauteng, known as 14007 KwaThema Extension 2, measuring 330 (three hundred and thirty) square metres, held under Deed of Transfer TL2062/1994.

*Improvements:* Brick building under tiled roof consisting of lounge, kitchen, bathroom, toilet, three bedrooms and garage.

*Terms and conditions:*

1. 10% (ten per centum) of the purchase price to be paid on the date of sale and the balance together with interest to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of the sale.
  2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff of the Magistrate's Court's fees.
  3. The purchaser shall be liable for all outstanding rates and taxes.
  4. The complete conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Springs.
- Dated at Springs this 6th day of September 1996.

A. V. de Swardt, for Hammerschlag Gishen Stoloff de Swardt Inc., Plaintiff's Attorneys, Sixth Floor, Standard Bank Arcade, corner of Third Avenue and Fourth Street (P.O. Box 184), Springs. Docex 5 Springs. [Tel. (011) 812-2400.] (Ref. Mr De Swardt/A00401.)

Case No. 1426/95  
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 NEUMANN, JONATHAN ASHLEY, First Execution Debtor, and DRESSLER, ASTRID-LARA, 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 31 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 South, 100 Sheffield Street, Turfontein, Johannesburg, prior to the sale:

Certain Erf 1093, situated in the Township of Robertsham, Registration Division IR, Transvaal, being 2 Banton Road, Robertsham, Johannesburg, measuring 837 (eight hundred and thirty-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, study, laundry, three bedrooms and bathroom with outbuildings with similar construction comprising a garage, two carports, servant's room, toilet and a swimming-pool.

Dated at Johannesburg this 10th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/N310.)

Case No. 2503/96

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  
MATSAUNG, JACK, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak and Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 31 October 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of Attorneys De Klerk, Vermaak and Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Erf 234, situated in the Township of Zakariyya Park Extension 1, Registration Division IQ, Gauteng, being 234 All Spice Street, Zakariyya Park Extension 1, Lenasia, measuring 469 (four hundred and sixty-nine) square metres.

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

Dated at Johannesburg this 10th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdm/M1454.)

Case No. 10273/96

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 MABASA, PETER,  
First Execution Debtor, and MABASA, STINKA MARIA, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 31 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

*Certain:* All right, title and interest in the leasehold in respect of Erf 1163, situated in the Township of Tembisa Extension 4, Registration Division IR, Transvaal, being 1163 Tembisa Extension 4, Kempton Park, measuring 300 (three hundred) square metres.

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

Dated at Johannesburg on this 5th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdm/M1540.)



Case No. 12855/96  
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  
MAKADOOJA, KEMRAJ, 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 31 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 South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

*Certain:* A unit consisting of—

(a) Section 30, as shown and more fully described on Sectional Plan SS42/1995 in the scheme known as Ingwelala in respect of the land and building or buildings situated at Mulbarton Extension 4 Township, in the area of Greater Johannesburg Transitional Metropolitan Council; 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 ST13657/1996;

(c) an exclusive use area described as Parking P29 measuring 13 (thirteen) square metres being as such part of the common property, comprising the land and the scheme known as Ingwelala in respect of the land and building or buildings situated at Mulbarton Extension 4 Township, in the area of Greater Johannesburg Transitional Metropolitan Council as shown and more fully described on Sectional Plan SS42/1995 held under Notarial Deed of Cession of Exclusive Use Areas SK960/96, being 30 Ingwelala, 1137 Vredenhof Road, Mulbarton Extension 4.

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

Dated at Johannesburg this 5th day of September 1996.

B. W. Webber, Plaintiff's Attorneys, Ramsay, Webber and Company. (Tel. 838-5451.) (Ref. Foreclosures/cvdm/M1864.)

Case No. 19142/94  
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  
MELLETT, GAVIN PETER, 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, Krugersdorp, on 30 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, Krugersdorp, 22B Klagburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain Erf 106, situated in the Township of Silverfields Park Extension 1, Registration Division IQ, Gauteng, being 024 Diamant Street, Silverfields Park Extension 1, Krugersdorp, measuring 993 (nine hundred and ninety-three) square metres.

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

Dated at Johannesburg this 5th day of September 1996.

B. W. Webber, Plaintiff's Attorneys, Ramsay, Webber and Company. (Tel. 838-5451.) (Ref. Foreclosures/cvdm/M860.)

Case No. 9187/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NBS BANK LIMITED, Plaintiff, and KLAIBER, HELMUT RUDI KARL,  
First Defendant, and COETZEE, MICHEL, 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 31 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, 100 Sheffield Street, Turffontein, prior to the sale:

Certain Section 13 as shown and more fully described on Sectional Plan SS199/93 in the scheme known as Villa Della Montagna in respect of the land and building or buildings situated at Bassonia Extension 1 Township in the area of the Greater Johannesburg Transitional Metropolitan Council, of which section the area, according to the said sectional plan is 197 (one

hundred and ninety-seven) square metres in extent and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer ST33995/95, an exclusive use area described as Yard Y13 measuring 44 (forty-four) square metres being as such part of the common property, comprising the land and the scheme known as Villa Della Montagna in respect of the land and building or buildings situated at Bassonia Extension 1 Township in the area of the Greater Johannesburg Transitional Metropolitan Council as shown and more fully described on Sectional Plan SS199/1993 held under notarial Deed of Cession SK 2839/95 (situated at 13 Villa Della Montagna, Alwyn Street, Bassonia, Johannesburg).

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Duplex flat comprising of lounge, kitchen, two bedrooms, one and a half bathrooms, shower, w.c., balcony, garage, store-room and w.c. *Common facilities*: two pools, garden, drying area and parking.

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

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

Hammond Pole & Dixon Inc., Second Floor, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00415/MRS KOK.)

**Case No. 23995/95**  
**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  
COLE, NEIL RYAN, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 7 November 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain Erf 1863, situated in the Township of Crystal Park Extension 2, Registration Division IR, Gauteng, being 125 Concorde Crescent, Crystal Park Extension 2, Benoni, measuring 1 019 (one thousand and nineteen) square metres.

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

Dated at Johannesburg on this 2nd day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/C.212.)

**Case No. 25069/93**

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

**In the matter between ALLIED LTD, Plaintiff, and E. THOMAS, First Defendant, and R. M. BRANDT, Second Defendant**

The following property will be sold in execution on 1 November 1996 at 11:00, at the office of the Sheriff, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 1023, Leachville Extension 1 Township, situated on 3 Dikbas Crescent, Leachville Extension 1, Brakpan, measuring 601 (six hundred and one) square metres.

The property is improved, without anything warranted, by: Building built of brick and plaster, tiled roof, comprising of lounge, dining-room, kitchen, two bedrooms, bathroom with w.c., garage and outside w.c.

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 Incorporated. (Ref. A00022/Mrs Whitson.)

Saak No. 6534/96

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

**In die saak tussen TRANSNET LIMITED, Eksekusieskuldeiser, en SIBUYI, SAMUEL MTSOTSO, Eksekusieskuldenaar**

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping gehou word op Donderdag, 31 Oktober 1996 om 10:00, by die kantore van die Balju, Hooggeregshof, te Parkstraat 8, Kempton Park, van die ondergemelde eiendom:

Sekere Erf 3984, Tembisa-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 255 (twee honderd vyf-en-vyftig) vierkante meter, geleë te Erf 3984, Tembisa-uitbreiding 11-dorpsgebied, distrik Gauteng.

*Erfbeskrywing:* Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie.

*Bestaande uit die volgende:* Toilet, twee slaapkamers, badkamer, kombuis en eetkamer.

Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju, Hooggeregshof, Kempton Park-Noord, te Parkstraat 8, Kempton Park, of Eiser se Prokureurs, Mnr. Blakes Prokureurs, Pleinstraat 14, Johannesburg.

Gedateer te Johannesburg op hede hierdie 6de dag van September 1996.

C. W. S. Potgieter, vir Blakes Prokureurs, Prokureurs vir Eiser, Pleinstraat 14, Posbus 5315, Johannesburg, 2000. [Tel (011) 491-5500.] [Fax. (011) 491-5593.] (Verw. PTS032/S. Potgieter/ST.)

Case No. 5595/96  
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  
MATSENA, KOETSE RUFUS, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 31 October 1996 at 10:00, of the under-mentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 223, situated in the Township of Motsu, Registration Division IR, Transvaal, being 223 Tembisa, Motsu Section, Tembisa, Kempton Park, measuring 223 (two hundred and twenty-three) square metres.

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

Dated at Johannesburg this 11th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdm/M1480.)

Case No. 17476/96  
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  
MASON, FELTON HARRY, 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 31 October 1996 at 10:00, of the under-mentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 75, situated in the Township of Berario, Registration Division IQ, Gauteng, being 235 Bunkara Avenue, Berario, Johannesburg, 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 double storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, four bedrooms, bathroom/shower, bathroom/w.c., w.c., family room, laundry and sewing room with outbuildings with similar construction, comprising of double garage, servant's room, outside w.c./shower and swimming-pool.

Dated at Johannesburg this 11th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdr/M1115.)

Case No. 14317/96  
PH 104

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and  
NJOKWANA, NOMQONDISO RACHEL, 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 31 October 1996 at 10:00, of the under-mentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Road, Turfontein, prior to the sale:

Certain Erf 205, Roseacre Extension 3 Township, Registration Division IR, Gauteng, being 98 Aschman Road, Roseacre Extension 3, Johannesburg, measuring 759 (seven hundred and fifty-nine) square metres.

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

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

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/N564.)

Case No. 29581/93  
PH 104

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

**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and  
KHANYILE, THOKOZANI ISAAC, 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 31 October 1996 at 10:00, of the under-mentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 1274, situated in the Township of Protea Glen, Registration Division IQ, Gauteng, being 1274 Protea Glen, Johannesburg, measuring 216 (two hundred and sixteen) square metres.

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

Dated at Johannesburg this 11th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/K160.)

Case No. 26578/95  
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  
KARIME, RHONA, 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 31 October 1996 at 10:00, of the under-mentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg South, 100 Sheffield Street, Turfontein, Johannesburg, prior to the sale:

Certain Erf 54, situated in the Township of Linmeyer, Registration Division IR, Transvaal, being 47 Nina Street, Linmeyer, Johannesburg, measuring 952 (nine hundred and fifty-two) 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, three bedrooms and bathroom with outbuildings with similar construction, comprising of two garages, servant's room, toilet and a store-room.

Dated at Johannesburg this 12th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/K317.)

Case No. 27013/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MATJEE CASBETH MAUPYE, Defendant**

Notice is hereby given that on 1 November 1996 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 4 December 1995, namely:

Certain Erf 8826, Tsakane, Registration Division IR, Province of Gauteng, situated at 8826 Nare Street, Tsakane, Brakpan.

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

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

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mr L. Pinheiro/H08035.)

Case No. 9636/95

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

**IN THE MATTER BETWEEN NEDCOR BANK LIMITED, Plaintiff, and SAHLAKO SOLOMON MASEEMA, First Defendant, and MARIA PITJANE MASEEMA, Second Defendant**

Notice is hereby given that on 1 November 1996 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 4 May 1995, namely:

Certain Erf 18284, Tsakane Extension 8, Registration Division IR, Province of Gauteng, situated at 18284, Tsakane Extension 8, Brakpan.

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, Brakpan, 439 Prince George Avenue, Brakpan.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs. L. Pinheiro/H05001.)

Case No. 18504/93

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

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and JANSE VAN RENSBURG, JAN NICOLAAS, 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, Kempton Park, at 8 Park Street, Kempton Park, on 31 October 1996 at 10:00, of the undermentioned property of the Defendant 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, Kempton Park, prior to the sale:

Certain Erf 889, Birchleigh North Extension 2 Township, Registration Division IR, Province of Gauteng, situated at 13 Fynbos Avenue, Birchleigh North, Kempton Park, measuring 992 (nine hundred and ninety-two) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof comprising of lounge, dining-room, family room, kitchen, laundry, three bedrooms, two bathrooms, double garage and a servant's room.

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

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

Hammond Pole & Dixon, c/o Hammond, Pole & Dixon Inc., Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. Mrs Teixeira/AU0252.)

**Saak No. 8112/96**

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen TRANSNET BEPERK, Eksekusieskuldeiser, en MAKLAGANE, MACHOENE SAMSON, Eksekusieskuldenaar**

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping gehou word op Donderdag, 31 Oktober 1996 om 10:00, by die kantore van die Balju, Hooggeregshof, te Parkstraat 8, Kempton Park, van die ondergemelde eiendom:

Sekere Erf 4339, Tembisa-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 201 (tweehonderd-en-een) vierkante meter, geleë te Erf 4339, Tembisa-uitbreiding 11-dorpsgebied, distrik Kempton Park.

*Erfbeskrywing:* Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie, bestaande uit die volgende: Toilet, twee slaapkamers, badkamer, kombuis en eetkamer.

Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju, Hooggeregshof, Kempton Park-Noord, te Parkstraat 8, Kempton Park, of Eiser se prokureurs, mnre. Blakes Prokureurs, Pleinstraat 14, Johannesburg.

Gedateer te Johannesburg op hede hierdie 9de dag van September 1996.

C. W. S. S. Potgieter, vir Blakes Prokureurs, Pleinstraat 14, Posbus 8315, Johannesburg, 2000. [Tel. (011) 491-5500.] [Faks (011) 491-5593.] (Verw. PTM086/S Potgieter/ST.)

**Case No. 19002/95**

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

**In the matter between ABSA BANK LTD (ALLIED BANK DIVISION), Plaintiff, and EWERT PHILLIPUS LOUW, First Defendant, and CORNELIA STANDER LOUW, Second Defendant**

A sale in execution of the property described hereunder will take place on 29 October 1996 at 11:00, by Property Mart, on site, to the highest bidder:

Erf 99, Gerdview Township, Registration Division IR, Gauteng, measuring 634 square metres, known as 23 Haarlem Street, Gerdview, Germiston.

*Comprising:* Dwelling-house consisting of lounge, dining-room, three bedrooms, bathroom/toilet and kitchen. Outbuildings comprise of carport, toilet and servants' quarters.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the office of Property Mart, First Floor, Pogir Bastion House, 244 Louis Botha Avenue, Orange Grove, and at the office of the Sheriff, Magistrate's Court, Fourth Floor, Standard Towers, 247 President Street, Germiston.

Wright, Rose-Innes, Attorneys for the Plaintiff, 305 President Street, Germiston. (Ref. Mr De Vos/WB.)

Saak No. 6975/95

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

**In die saak tussen ABSA BANK BEPERK, handeldrywend as UNITED BANK, Eksekusieskuldeiser, en  
LUKAS WILLEM CORNELIUS JANSEN VAN RENSBURG, Eksekusieskuldenaar**

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 3 Januarie 1996, toegestaan is, op 25 Oktober 1996 om 11:00, te Erf 1249, Linettestraat 7, Del Judor-uitbreiding 4, 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 1249, geleë in die dorpsgebied Del Judor-uitbreiding 4, Registrasieafdeling JS, Transvaal, groot 1 325 (een drie twee vyf) vierkante meter, gehou kragtens Akte van Transport T74126/1988.

*Straatadres:* Linettestraat 7, Del Judor-uitbreiding 4.

*Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:*

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

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum 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 10de dag van September 1996.

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

Case No. 2938/96

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

**In the matter between ABSA BANK LTD (ALLIED BANK DIVISION), Plaintiff, and  
MAUREEN MARIE THOKOZILE KHOZA, Defendant**

A sale in execution of the property described hereunder will take place on 29 October 1996 at 10:00, by Property Mart, on site, to the highest bidder:

Erf 878, Roodekop Township, Registration Division IR, Gauteng, measuring 805 square metres, known as 8 Wildebeest Street, Leondale, Germiston.

*Comprising:* Dwelling-house consisting of lounge, dining-room, study, family room, three bedrooms, two bathrooms with w.c., kitchen, single garage, w.c. and swimming-pool.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the offices of Property Mart, First Floor, Pogir Bastion House, 244 Louis Botha Avenue, Orange Grove, and at the office of the Sheriff, Magistrate's Court, Johria Court, 4 Du Plessis Street, Florentia, Alberton.

Wright, Rose-Innes, Attorneys for the Plaintiff, 305 President Street, Germiston. (Ref. Mr De Vos/WB.)

Case No. 14801/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and HENDRIK STEPHANUS SCHUTTE,  
First Defendant, and ELIZABETH SCHUTTE, 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 Potchefstroom, on 1 November 1996 at 10:30, in front of the main entrance of the Magistrate's Court, Van Riebeeck Street, Potchefstroom, 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:

One half of the property, Portion 4 (a portion of Portion 3) of Erf 296, situated in Township of Potchefstroom, Registration Division IQ, Transvaal, known as 14 Jeugd Street, Potchefstroom, measuring 897 (eight hundred and ninety-seven) square metres, held by Deed of Transfer T93953/94.

The following information is furnished, though in this regard nothing is guaranteed: A residential home consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, w.c. and two enclosed verandas. *Outbuildings:* Garage, carport, servant's room and w.c. *Improvements:* Precast wall and concrete paving.

*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.

Dated at Pretoria this 23th day of September 1996.

Savage Jooste & Adams Inc., Savage Jooste & Adams Forum, Plaintiff's Attorneys, 748 Church Street, Arcadia, Pretoria. (Ref. Mrs Kartoudes/MVR/61136.)

Saak No. 11540/95

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

**In die saak tussen DUNELLA GARDENS BODY CORPORATE, Eiser, en H. RAUTENBACH, Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 29 Julie 1996, word die eiendom hieronder uiteengesit in eksekusie verkoop op 31 Oktober 1996 om 10:00, by die Baljukantore te Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Eenheid 12 van Erf 2709, Kempton Park, geleë in die Kempton Park-Tembisa Metropolitaanse Substruktuur, ook bekend as Dunella Gardens 12, Longstraat, Kempton Park, groot 71 vierkante meter.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Sitkamer, twee slaapkamers, badkamer, toilet, kombuis en motorafdak. Onder sinkdak en eiendom word deur steenmure omheim.

*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.

Geteken te Kempton Park op die 19de dag van September 1996.

L. D. Sim, vir Sim-Kotzé Ing., Eerste Verdieping, Monumentpark, Monumentweg 11, Kempton Park. (Mnr. Sim/HleR/B.111R.)

Case No. 27142/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and VAN DER WESTHUIZEN, JOHAN LUKAS, 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 Park Village Auctions, in co-operation with the Sheriff of the Supreme Court, Sandton, at 386 Main Road, Bryanston, Sandton, on 8 November 1996 at 10:00, of the undermentioned property of the Defendant which conditions may be inspected at the offices of Park Village Auctions, Office Unit 10, Ferndale Mews North, corner of Oak Avenue and Dover Street, Ferndale, Randburg, as well as the Sheriff of the Supreme Court, Sandton, 10 Conduit Street, Kensington B, prior to the sale:

Certain Portion 4 of Erf 804, Bryanston Township, Registration Division IR, Province of Gauteng (being 386 Main Road, Bryanston, Sandton), measuring 3562 (three thousand five hundred and sixty two) square metres.

The following information is furnished *re* improvements though in this respect nothing is guaranteed: Dwelling-house comprising of lounge, family room, dining-room, study, three bathrooms, three bedrooms, kitchen, scullery/laundry.

Outbuildings comprising of servant's quarters, store-room, carport and swimming-pool.

*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 centum) on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) 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 17th day of September 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 U23661.)



Saak No. 58757/96

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

**In die saak tussen NBS BANK BEPERK, Eiser, en CHRISTOFFEL RUDOLF VENTER, ID 4003295064000, Eerste Verweerder, en SUSARA ELIZABETH JOHANNA VENTER, ID 4211140075002, Tweede Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 16 September 1996 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder op 8 November 1996 om 11:00:

Deel 2, soos getoon en meer volledig omskryf op Deelplan SS307/95, in die skema bekend as Mont Park 1756, geleë te Erf 1756, Montana Park-uitbreiding 31, plaaslike owerheid, Stadsraad van Pretoria, groot 140 (eenhonderd-en-veertig) vierkante meter (beter bekend as Eaglestraat 148, Montana Park-uitbreiding 31).

*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 titelakte in sover dit van toepassing mag wees.

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Duethuis met sitkamer, eetkamer, kombuis, drie slaapkamers, een en 'n half badkamers, stort, ingangsportaal, aantrekkamer met dubbelmotorhuis, tuin en parkering.

3. *Terme:* 10% (tien persent) van die koopprys onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die eksekusielasbrief, en in die geval van enige ander preferente skuldeiser, teen die rentekoers betaalbaar op so 'n Eiser se eis vanaf datum van verkoping tot datum van registrasie van die transport, en moet deur 'n bank of bougenootskap gewaarborg wees, elke 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 26ste 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/JR68024.)

Saak No. 1114/96

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

**In die saak tussen NBS BANK BEPERK (Registrasienuommer 87/01384/06), Eiser, en PHOEBE WEZIWE MAKWABE, 5509070322081, Verweerder**

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 28 Februarie 1996, die onderstaande eiendom te wete:

Erf 33411, Tsakane-uitbreiding 1-dorpsgebied, Brakpan (voorheen bekend as 650 Tsakane-uitbreiding 1-dorpsgebied, Brakpan, geleë te 33441 Tsakane-uitbreiding 1, Brakpan (voorheen bekend as 650 Tsakane-uitbreiding 1, Brakpan, bestaande uit 347 (driehonderd sewe-en-veertig) vierkante meter, met sonering Residensieel in eksekusie verkoop sal word op 15 November 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:* Gedeeltelik siersteen. *Dak:* Teël. *Omheining:* Voorafvervaardigde sement/draad. *Bestaande uit:* Woonkamer, eetkamer, drie slaapkamers (een hoof), badkamer met toilet en kombuis. *Buitegeboue:* 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 September 1996.

S. M. Nel, vir Geyser De Kock & Vennote, Glenleyhuis, Kingswaylaan 116, Brakpan. [Tel. (011) 744-4620.] [Faks (011) 744-4663.] (Verw. mev. Coetzer/N1230.)

Case No. 12762/96

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 HUSSAIN, ABDUL KADER, 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 6 November 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, at 45 James Crescent, Halfway House, prior to the sale:

Certain Portion 13 of Erf 67, situated in the Township of Kelvin, Registration Division IR, Gauteng, being 18 President Way, Kelvin, measuring 2 434 (two thousand four hundred and thirty-four) square metres.

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

Dated at Johannesburg this 18th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/H.368.)

Case No. 3573/96

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 SAWYER, WAYNE ANTHONY, First Execution Debtor, and SAWYER, CAROLYN JOY, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 31 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 359, situated in the Township of Croydon, Registration Division IR, Transvaal, being 9 Deodar Street, Croydon, Kempton Park, measuring 1 157 (one thousand one hundred and fifty-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, laundry, four bedrooms, three bathrooms with outbuildings with similar construction comprising of a carport, servant's room, toilet and a swimming-pool.

Dated at Johannesburg this 17th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/S819.)

Saak No. 1298/93

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

**In die saak tussen NBS BANK BEPERK, Eiser, en POGISO VICTOR SEGALOE, Eerste Verweerder, en BEAUTY SEGALOE, Tweede Verweerder**

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

Alle reg, titel en belang in en tot die huurpag ten aansien van Erf 9458, Kagiso-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 264 (tweehonderd vier-en-sestig) vierkante meter.

*Ligging:* 9458 Kagiso, Krugersdorp, in eksekusie verkoop op 30 Oktober 1996 om 10:00, deur die Balju by sy kantoor te Klaburnhof, Ockersestraat 22B, Krugersdorp.

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

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

Saak No. 5825/96

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

**In die saak tussen NBS BANK BEPERK, Eiser, en RABELANI JAN MOFOKENG, Verweerder**

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

Alle reg, titel en belang in en tot die huurpag ten aansien van Erf 12834, Kagiso-uitbreiding 8-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 319 (driehonderd-en-negentien) vierkante meter.

*Ligging:* Patrice Lumumba Place 12834, Kagiso-uitbreiding 8, Krugersdorp, in eksekusie verkoop op 30 Oktober 1996 om 10:00, deur die Balju by sy kantoor te Klaburnhof, Ockersestraat 22B, Krugersdorp.

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

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

Saak No. 16725/92

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen STANDARD BANK VAN SA BEPERK, Eiser, en RAMAGAI FANUEL MABENA, Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te kantore van die Balju, Hooggeregshof, Ekangala, te die Ekangala, Landdroshof, op 31 Oktober 1996 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer by die kantore van die Balju, Hooggeregshof, Ekangala, voor die verkoping, ter insae sal lê te Klipstraat 4, Groblersdal:

Sekere Erf 1772 D, Ekangala, distrik Mkobola, groot 304 vierkante meter.

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

*Verbeteringe* (geen waarborg word in verband hiermee gegee nie): Huis met 'n teëldak.

Die erf is as woongebied verklaar.

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

Vendukoste betaalbaar op die dag van verkoping, sal as volg bereken word. 5% (vyf persent) op die opbrengs van die verkoping tot 'n prys van R20 000 (twintigduisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R6 000 (sesduisend rand), minimum heffing R100 (eenhonderd rand).

Gedateer te Pretoria hierdie 17de dag van September 1996.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Momentumsentrum 201, Wes-Toring, Pretoriusstraat, Pretoria; Posbus 2205, Pretoria, 0001. (Tel. 322-4401.) (Verw. B. Bekker/S0623/1/hl.)

Case No. 10742/96

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 HERBST, CORNELIUS JUDINI CAREL, First Execution Debtor, and HERBST, LUCILLE, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Brakpan, on 1 November 1996 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain Erf 350, situated in the Township of Dalview, Registration Division IR, Transvaal, being 12 Vrede Street, Dalview, Brakpan, measuring 1 041 (one thousand and forty-one) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey residence with iron roof, comprising kitchen, lounge/dining-room, family room, laundry, pantry, study nook and bar, four bedrooms, bathroom with outbuildings with similar construction comprising of garage, servant's room, toilet, store-room and swimming-pool.

Dated at Johannesburg this 2nd day of October 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/H.343.)

Case No. 15287/96  
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  
TAULELE, TSHEGISO 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 131 Marshall Street, Johannesburg, on 31 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 South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Erf 591, situated in the Township of Meredale Extension 4, Registration Division IQ, Transvaal, being 37 Byranger Avenue, Meredale Extension 4, Johannesburg, measuring 1 000 (one thousand) square metres.

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

Dated at Johannesburg this 18th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/T333)

Case No. 13763/96  
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 SEDUMEDI, WATTIE PLAYBOY,  
First Execution Debtor, and SEDUMEDI, KHALIKHALI NORAH, 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 31 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 West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 3481, situated in the Township of Moroka, Registration Division IQ, Gauteng, being 3481 Moroka, Soweto, measuring 192 (one hundred and ninety-two) square metres.

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

Dated at Johannesburg this 18th day of September 1996.

B. W. Webber, of Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/S838.)

Saak No. 26128/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Transvaalse Provinsiale Afdeling)**In die saak tussen DIE STANDARD BANK VAN SUID-AFRIKA BEPERK, Eiser, en ISABELLA MARIANNE RIEKERT,  
Eerste Verweerder, en INSOLVENTE BOEDEL M. J. RIEKERT, Tweede Verweerder**

Ingevolge 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in die bogenoemde saak, sal die volgende eiendom sonder reserwe, in eksekusie verkoop word aan die hoogste bieder op 25 Oktober 1996 om 11:00, voor die Landdroshof, Cullinan:

'n 3/4 onverdeelde aandeel in Resterende Gedeelte van Gedeelte 4 ('n gedeelte van Gedeelte 3) van die plaas Byenespoort 335, Registrasieafdeling JR, Gauteng, groot 26,3720 hektaar, gehou deur die Eerste Verweerder kragtens Akte van Transport T21907/91 onderhewig aan 'n vruggebruik.

*Geleë:* Neem ou Pretoria/Cullinanpad na Derdepoort, by die Byenespoortkruising neem pad na links, plus-minus 6 km aan linkerkant is Diamant Kafee. Die eiendom is geleë net voor Diamant Kafee aan die linkerkant.

Die verbeterings op die eiendom is as volg, sonder om dit te waarborg: Drieslaapkamerwoning onder sinkdak met sitkamer, eetkamer, een en 'n halwe badkamer, kombuis en stoor.



**Terme:** Tien persent (10%) van die koopprys sal betaalbaar wees op die dag van die verkoping en die balans van die koopprys betaalbaar teen registrasie van transport, welke bedrag gewaarborg sal word deur 'n goedgekeurde bank- of bougenootskapwaarborg, gelewer binne 30 (dertig) dae vanaf datum van verkoping.

**Voorwaardes:** Die voorwaardes van die verkoping sal ter insae lê by hierdie kantoor en by die kantoor van die Balju, Hooggeregshof, Cullinan.

D. J. Fourie, vir MacRobert De Villiers Lunnon & Tindall Ing., SALU-gebou, 23ste Verdieping, hoek van Schoeman- en Andriesstraat, Pretoria. (Tel. 339-8311.) (Verw. R384474/be.)

**Case No. 2663/96  
PH 388**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CONEGO, JOSE CANDIDO OLIVEIRA, First Defendant, and CONEGO, ROSA MARIA NUNES, 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, 31 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 may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 1853, Rosettenville Extension Township, Registration Division IR, Province of Gauteng, area 495 (four hundred and ninety-five) square metres, situated at 11 Ruby Street, Rosettenville Extension.

**Improvements** (not guaranteed): A house under slate roof consisting of three bedrooms, bathroom, kitchen, lounge and dining-room with garage and double carports.

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

Dated at Johannesburg on this 16th day of September 1996.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1213.)

**Case No. 836/96  
PH 388**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MATJEKE, MAFANELE JOHANNES, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 31 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 396, Kibler Park Township, Registration Division IQ, Province of Gauteng, area 1 097 (one thousand and ninety-seven) square metres, situated at 28 Sunningdale Drive, Kibler Park.

**Improvements** (not guaranteed): A house under tile roof consisting of four bedrooms, two bathrooms, kitchen, lounge, dining-room, family room and study.

**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 16 September 1996.

F. R. J. Jansen, for Jansen - Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. Foreclosures Z1144.)

Case No. 5543/95  
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  
WILLIAMS, RICHARD ROBERT ERNEST, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Benoni, on 7 November 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Benoni, 49 Kemston Avenue, Benoni, prior to the sale:

Certain Holding 13, situated in the Township of Benoni, Orchards Agricultural Holdings, Registration Division IR, Gauteng, being 13 Eva Road, Benoni Orchards (Petit 28IR), Benoni, measuring 4,0471 (four comma nought four seven one) hectares.

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

Dated at Johannesburg this 18th day of September 1996.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/W159.)

Case No. 4458/95  
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 NTSIE, MBOJANE EPHRAIM  
First Execution Debtor, and NTSIE, MADIFULANE MARTHA, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 31 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 1144, situated in the Township of Clayville Extension 13, Registration Division JR, Transvaal, being 20 Lombard Road, Clayville Extension 13, Kempton Park, measuring 1 000 (one thousand) square metres.

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

Dated at Johannesburg this 19th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/N319.)

Case No. 11155/96  
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 NDZOBE, MKHATSHANE  
JAMES, First Execution Debtor, and NDZOBE, TINTSWALO MERCY, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 31 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 369, situated in the Township of Teanong, Registration Division IR, Transvaal, being 369 Teanong Section, Tembisa, Kempton Park, measuring 304 (three hundred and four) square metres.

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

Dated at Johannesburg this 19th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/N510.)

Case No. 10157/96  
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 STAND TWENTY EIGHT  
BRAMLEY PARK (PROPRIETARY) LIMITED, No. 677821, 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 1 November 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at 10 Conduit Street, Kensington B, prior to the sale:

Certain Erf 28, situated in the Township of Bramley Park, Registration Division IR, Gauteng, being 38 Maree Street, Bramley Park, Sandton, measuring 1 983 (one thousand nine hundred and eighty-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 slate roof, comprising kitchen, lounge/dining-room, family room, study, laundry, three bedrooms with outbuildings with similar construction comprising of double garage, two servants' rooms, bathroom, two store-rooms and swimming-pool.

Dated at Johannesburg this 19th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/S834.)

Case No. 12773/96  
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  
KOSTOUROS, CHRISTOS, 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 1 November 1996 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Erf 584, situated in the Township of Atlasville Extension 1, Registration Division IR, Transvaal, being 17 Ekster Street, Atlasville Extension 1, Boksburg, measuring 1 522 (one thousand five hundred and twenty-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 iron roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of two garages, servant's room, shower and a swimming-pool.

Dated at Johannesburg this 19th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/K382.)

Case No. 3822/96  
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 KOCK, BRIAN ROBERT,  
First Execution Debtor, and KOCK, BESSIE, 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 31 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 South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Portion 2 of Erf 195, situated in the Township of Booysens, Registration Division IR, Transvaal, being 24 and 24A Chamber Street, Booysens, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

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

Dated at Johannesburg this 19th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/K364.)

Case No. 9862/95

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  
LOURENCO, JOAO JOSÉ MENEZES, 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 1 November 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at 10 Conduit Street, Kensington B, prior to the sale:

Certain Section 18, as shown and more fully described on Sectional Plan SS719/92, in the scheme known as Northfields, in respect of the land and building or buildings situated at Township of Bryanston Extension 34, Local Authority of Sandton of which the floor area, according to the said sectional plan, is 80 (eighty) square metres in extent ("the mortgaged section"),

and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said section plan;

being Flat 19, Northfields, 4233 Troupant Avenue (Stand), Bryanston Extension 34, Sandton.

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

Dated at Johannesburg this 19th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/L307.)

Case No. 22726/95

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 MOLOANTOA, HERBERT,  
First Execution Debtor, and MOLOANTOA, FLORENCE, 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 31 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, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 1656, situated in the Township of Protea Glen Extension 1, Registration Division IQ, Gauteng, being 1656 Protea Glen Extension 1, Soweto, measuring 216 (two hundred and sixteen) square metres.

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

Dated at Johannesburg this 19th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdm/M1271.)



Case No. 27895/95

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  
McMINNIE, LINDA LAURA, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Johannesburg East, on 31 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 East, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Erf 7468, situated in the Township of Kensington, Registration Division IR Gauteng, being 39 Gloucester Road, Kensington, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

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

Dated at Johannesburg this 19th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdr/M1044.)

Case No. 10001/96

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  
MASOKA, ISAAC, 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 1 November 1996 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Erf 16643, situated in the Township of Vosloorus Extension 26, Registration Division IR, Transvaal, being 16643 Vosloorus Extension 26, Boksburg, measuring 296 (two hundred and ninety-six) square metres.

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

Dated at Johannesburg this 18th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdr/M1586.)

Case No. 73/95

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 MANLEY, ANDREW REIKEN,  
First Execution Debtor, and MANLEY, ANNA MARIA, 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 1 November 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 430, situated in the Township of Lillanton Extension 1, Registration Division IR, Transvaal, being 3 Bird Street, Lillanton Extension 1, Boksburg, measuring 797 (seven hundred and ninety-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, four bedrooms, bathroom/w.c., w.c./shower with outbuildings with similar construction comprising of garage, servant's room, w.c./shower and swimming-pool.

Dated at Johannesburg this 18th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdm/M992.)

Case No. 14179/96  
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 MPELA, NTSIKELELO ANTHONY, First Execution Debtor, and MPELA, ETHEL MOTSEI, 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 1 November 1996 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale.

Certain Erf 1567, situated in the Township of Dawnpark Extension 24, Registration Division IR, Transvaal, being 10 Bauhina Street, Dawn Park Extension 24, Boksburg, measuring 1 161 (one thousand one 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, two bathrooms/w.c. and entrance hall with outbuildings with similar construction comprising of garage and outside w.c.

Dated at Johannesburg this 18th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdm/M1599.)

Case No. 10737/96  
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 MOTAUNG, MAMPOI JOSEPHINE, 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 1 November 1996 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, prior to the sale.

Certain Erf 311, situated in the Township of Vosloorus Extension 5, Registration Division IR, Transvaal, being 311 Monomane Street, Vosloorus Extension 5, Boksburg, measuring 294 (two hundred and ninety-four) square metres.

A detached single storey brick built residence with tiled-roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom/w.c., w.c.

Dated at Johannesburg this 18th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdm/M1731.)

Case 639/96  
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 LINDEQUE, DANIEL, First Execution Debtor, and LINDEQUE, 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 131 Marshall Street, Johannesburg, on 31 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 South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Erf 3026, situated in the Township of Glenvista Extension 6, Registration Division IR, Transvaal, being 64 Biggersberg Road, Glenvista Extension 6, Johannesburg, measuring 1 360 (one thousand 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, three bedrooms, bathroom with outbuildings with similar construction comprising of two garages, servant's room, study, offices and a swimming-pool.

Dated at Johannesburg this 19th day of September 1996.

B. W. Webber, for Ramsay, Webber and Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref Foreclosures/fp/L353.)

Case No. 8974/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and GERHARDUS DANIEL BENADE, First Defendant, and JOHANNES JACOBUS ALBERTUS BARNARD, Second Defendant**

Notice is hereby given that on 1 November 1996 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court, on 20 May 1996, namely:

Certain Erf 1811, Brakpan, Registration Division IR, Province of Gauteng, situated at 61 Northdene Avenue, Brakpan.

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, lounge and dining-room and outbuildings comprises of garage, servants' quarters, toilet and swimming-pool.

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

Dated at Boksburg on this the 18th day of September 1996.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs Pinheiro/H09144.)

Case No. 12909/95

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

**In the matter between ABSA BANK LIMITED (86/04794/06) (ALLIED BANK DIVISION), Plaintiff, and SIMPHIWE AGRIPPA SHONGWE, First Defendant, and BUYISWA DOROTHY SHONGWE, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 16 January 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 8 November 1996 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 4292, Vosloorus Township, situated on 4292 Zakhy Street, Vosloorus, in the Township of Vosloorus, District of Boksburg, measuring 318 (three hundred and eighteen) square metres.

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

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

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

Dated at Boksburg on this the 19th day of September 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00803/Mrs Kok.)

Case No. 12612/95

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

**In the matter between ABSA BANK LIMITED (86/04794/06) (ALLIED BANK DIVISION), Plaintiff, and DOCTOR JOHNSON MNDAWU, First Defendant, and BALITILE SHILA MNDAWU, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 19 January 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 8 November 1996 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 791, Vosloorus Extension 2 Township, Registration Division IR, Province of Gauteng, situated on 791 Vosloorus Extension 2, in the Township of District of Boksburg, measuring 348 (three hundred and forty-eight) square metres.

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

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

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

Dated at Boksburg on this the 19th day of September 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00772/Mrs Kok.)

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**Case No. 10318/94**

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION) (86/04794/06), Plaintiff, and  
MOGINERA ABRAHAM MONGANE, First Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 28 October 1994, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 8 November 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 522, Vosloorus Extension 2 Township, situated on 522 Vosloorus Extension 2, in the Township of Extension 2, District of Boksburg, measuring 300 (three hundred) square metres.

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

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

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

Dated at Boksburg on this 19th day of September 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00386/Mrs Kok.)

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**Case No. 10741/95**

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  
CYPRIAN NKULULEKO NDABAZANDILE, First Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 3 November 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 8 November 1996 at 11:15 at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 129, Delmore Park Extension 2 Township, Registration Division IR, Province of Gauteng, situated on 31 Flounders Street, Delmore Park Extension 2, in the Township of Delmore Park Extension 2, 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, three bedrooms, kitchen, bathroom and w.c.

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

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

Dated at Boksburg on this 19th day of September 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00720/Mrs Kok.)



Case No. 12501/95

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  
PAUL MMAUPA RAMAIFO, First Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 16 January 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 8 November 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 1654, Vosloorus Extension 3 Township, situated on Erf 1654, Vosloorus Extension 3, in the Township of Vosloorus Extension 3, District of Boksburg, measuring 487 (four hundred and eighty-seven) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising two bedrooms, lounge, dining-room, kitchen, two bathrooms and w.c.

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

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

Dated at Boksburg on this 19th day of September 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00765/Mrs Kok.)

Case No. 12731/95

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

**In the matter between ABSA BANK LIMITED (86/04794/06) (ALLIED BANK DIVISION), Plaintiff, and THOTUBOLO  
MARIA SEKONYA, First Defendant, and ANNAH MITTAH SEKONYA, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 17 January 1996, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 8 November 1996 at 11:15 at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

*Certain:* All right, title and interest in the leasehold in respect of Erf 96, Vosloorus Extension 2 Township, situated on 96 Vosloorus Extension 2, in the Township of Extension 2, District of Boksburg, measuring 450 (four hundred and fifty) 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.

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

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

Dated at Boksburg on this the 19th day of September 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00780/Mrs Kok.)

Case No. 1046/96

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

**In the matter between ABSA BANK LIMITED (86/04794/06) (ALLIED BANK DIVISION), Plaintiff, and KHANDAN LUCAS  
SHABANGU, First Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 19 March 1996, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 8 November 1996 at 11:15 at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

*Certain:* All right, title and interest in the leasehold in respect of Erf 988, Vosloorus Extension 3 Township, situated on Erf 988, Vosloorus Extension 3, in the Township of Vosloorus Extension 3, District of Boksburg, measuring 288 (two hundred and eighty-eight) square metres.

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

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

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

Dated at Boksburg on this the 19th day of September 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00829/Mrs Kok.)

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**Case No. 1243/96**

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

**In the matter between ABSA BANK LIMITED (86/04794/06) (ALLIED BANK DIVISION), Plaintiff, and ROBERTH MARTIN TOMBEEN, First Defendant, and ALFREDA IVY MIETA TOMBEEN, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 10 April 1996, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 8 November 1996 at 11:15 at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Portion 71 of Erf 846, Reiger Park Extension 1, situated on 10 Barber Street, Reiger Park, in the Township of Reiger Park, District of Boksburg, measuring 165 (one hundred and sixty-five) 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, w.c. and single garage.

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

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

Dated at Boksburg on this the 19th day of September 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00833/Mrs Kok.)

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**Case No. 8091/96**

**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 PHULUSHI HERBERT MOSEHLA, First Defendant, and VIRGINIA NEO HLALELE, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 23 August 1996 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 8 November 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 7228, Vosloorus Extension 9 Township, situated on Erf 7228, Vosloorus Extension 9, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 363 (three hundred and sixty-three) 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 19th day of September 1996.

Hammond, Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00546/Mrs Kok.)

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**Saak No. 5836/96**

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

**In die saak tussen NBS BANK BPK. (Reg. No. 87/01384/06), Eiser, en MARIUS LOUIS ERASMUS, Verweerder**

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 15 Augustus 1996 sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 1 November 1996 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

*Eiendom:* Erf 304, Vanderbijlpark, Central East 4-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 910 (nege-honderd-en-tien) vierkante meter (ook bekend as Diazstraat 17, Vanderbijlpark).

*Verbeterings:* Sinkdak, vloerplaat en teëls, sitkamer, eetkamer, kombuis, drie slaapkamers, een en 'n half badkamer, stort en toilet. *Buitegeboue:* Twee motorhuise, stoorkamer, toilet, swembad en betonomheining.

*Verkoopvoorwaardes:*

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

2. Die koopprijs sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark op hierdie 17de dag van September 1996.

Pienaar, Swart & Nkaiseng, Tweede Verdieping, Ekspagebou, Attie Fouriestraat, Vanderbijlpark; Privaatsak X035, Vanderbijlpark. [Tel. (016) 81-2031/2/3/4.] (Verw. IP/160144.)

**Case No. 12967/96**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between MERCANTILE BANK LIMITED, Plaintiff, and KWAZELA, MICHAEL VUSI, 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, Kempton Park, at 8 Park Street, Kempton Park, on 31 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, Kempton Park, prior to the sale:

All the right, title and interest in the leasehold in respect of Erf 146, Umthambeka Township, Registration Division IR, Province of Gauteng, situated at 146 Umthabeka Section, Tembisa, Kempton Park, measuring 247 (two hundred and forty-seven) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising of a dining-room, kitchen, two bedrooms and 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. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Dated at Johannesburg on this 13th day of September 1996.

Hammond, Pole & Dixon Inc., c/o Hammond, Pole & Dixon Inc., Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. Mrs Teixeira/M00004.)

**Case No. 13073/96**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between MERCANTILE BANK LIMITED, Plaintiff, and MOTLOUNG, LEONARD MPHO, 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, Kempton Park, at 8 Park Street, Kempton Park, on 31 October 1996 at 10:00, of the undermentioned property of the Defendant 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, Kempton Park, prior to the sale:

All the right, title and interest in the leasehold in respect of Erf 117, Lekaneng Township, Registration Division IR, Province of Gauteng, situated at 117 Lekaneng Section, Tembisa, Kempton Park, measuring 248 (two hundred and forty-eight) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof comprising of a lounge, kitchen, two bedrooms and one bathroom with a w.c.

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

Dated at Johannesburg on the 12th day of September 1996.

Hammond Pole & Dixon Inc, c/o Hammond, Pole & Dixon Inc, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. Mrs Teixeira/M00005.)

**Saak No. 16567/96**

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

**In die saak tussen EERSTE NASIONALE BANK BEPERK, Eiser, en MOLAPO, RICHMOND ELIAS MATOME, 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 Parkstraat 8, Kempton Park, op 31 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 93, Leboeng-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, en ook bekend as 93 Leboeng-seksie, Tembisa, groot 255 (twee vyf vyf) vierkante meter.

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

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

Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbreng 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 3de 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/F5457E.)

**Saak No. 5853/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

**In die saak tussen NBS BANK BEPERK, No. 87/01384/06, Eiser, en JOHN JAMES CAMERON LOOKER, Verweerder**

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 12 Augustus 1996, die onderstaande eiendom, te wete:

Erf 1437, Selcourt-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, geleë te Watervalweg 1, hoek van Rhokana-laan, Selcourt, Springs,

in eksekusie verkoop sal word op 25 Oktober 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 bestaande uit drie slaapkamers, twee badkamers, kombuis, sitkamer en eetkamer. *Buitegeboue:* Dubbelmotorhuis, bediendekamer en toilet.

*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 13de dag van September 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/L1081.)



Saak No. 1669/95

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

**In die saak tussen NBS BANK BEPERK, No. 87/01384/06, Eiser, en NKOMO AARON SITHOLE, Verweerder**

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde agbare Hof op 14 Maart 1995, die onderstaande eiendom, te wete:

Erf 13923, kwaThema-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, in eksekusie verkoop sal word op 25 Oktober 1996 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierdestraat 66, Springs.

Die volgende verbeteringe skyn op die eiendom te wees, maar word nie gewaarborg nie: *Verbeteringe:* Woonhuis met gepleisterde mure, onder teëldak, bestaan uit kombuis, sitkamer, badkamer en twee slaapkamers. *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 betrokke Balju, Landdroshof ter insae vir belangstellendes.

Gedateer te Springs op hede die 13de dag van September 1996.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweede Verdieping, Sanlamsentrum, Vierdestraat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw: mnr. Kruger/SSB/S2167.)

Case No. 10419/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and  
KEKANA, JOHANNAH DEBORAH, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 31 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 719, situated in the Township of Clayville Extension 7, Registration Division JR, Transvaal, being 28 Oribi Street, Clayville Extension 7, Midrand, measuring 1 289 (one thousand two hundred and eighty-nine) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of three garages.

Dated at Johannesburg this 13th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/K416.)

Case No. 10731/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and  
SCHMIDT, JOHANN CHRISTIAN, 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 Magistrate's Court, Dolomite Street, Delmas, on 1 November 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff's Office, Delmas, prior to the sale:

Certain Erf 357, situated in the Township of Delmas Extension 2, Registration Division IR, Transvaal, being 48 Huyser Street, Delmas Extension 2, measuring 1 038 (one thousand and thirty-eight) square metres.

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

A detached single storey brick built residence with tiled roof, comprising kitchen, lounge/dining-room, laundry, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, servant's room and a toilet.

Dated at Johannesburg this 13th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/S909.)

Case No. 8794/92

## 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 ROY JOHN DOVALE, First Execution Debtor, and ROSALIE LUZAN DOVALE, Second Execution Debtor**

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 6 May 1996, the following property will be sold in execution by Property Mart, on Thursday, 31 October 1996 at 10:00, from the premises of the said immovable property, namely:

Erf 659, Selection Park Township, Registration Division IR, Gauteng, measuring 1 157 square metres, held under Deed of Transfer T27706/91, also known as 36 Pridgeon Avenue, Selection Park, 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:* Iron roof, brick building, three bedrooms, bathroom, lounge, kitchen and dining-room. *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 17,25% (seventeen comma two five per cent) 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, 66 Fourth Street, Springs.

Dated at Springs this 9th day of September 1996.

A. F. Jansen, for Bennett McNaughton & Jansen, Attorneys for Execution Creditor, Prudentia Building, 65 Fifth Street, Springs.

Case No. 4143/95

## 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 JOHANNES HENDRIKUS CHRISTIAAN SINGLETON, Execution Debtor**

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 27 June 1996, the following property will be sold in execution by Property Mart, on Thursday, 31 October 1996 at 10:00, from the premises of the said immovable property, namely:

Erf 1225, Springs Township, Registration Division IR, Gauteng, measuring 495 square metres, held under Deed of Transfer F22263/73, and also known as 62 11th Street, 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:* Iron roof, brick building, three bedrooms, lounge, dining-room, kitchen and bathroom. *Outbuildings:* Garage, servant's room and toilet.

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 17,25% (seventeen comma two five per cent) 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, 66 Fourth Street, Springs.

Dated at Springs this 10th day of September 1996.

A. F. Jansen, for Bennett McNaughton & Jansen, Attorneys for Execution Creditor, Prudentia Building, 65 Fifth Street, Springs.

Case No. 6714/95

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

**In the matter between NBS BANK LIMITED, Plaintiff, and CHARLES NICO COLYN VOS, ID 4303095062083,  
First Defendant, and ANNA HENDRINA VOS, Second Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 12 March 1996, and warrant of execution issued on 12 March 1996, the following property will be sold in execution on Friday, 8 November 1996 at 11:15, at the offices of the Sheriff of the Magistrate's Court, 182 Leeuwpoot Street, Boksburg:

Erf 286, Cinderella Township, Registration Division IR, Transvaal.

*Improvements:* Single storey face brick under tiles, entrance hall, sunroom, lounge, dining-room, three bedrooms, kitchen, bathroom, toilet, single garage, outside room with toilet, carport, concrete drive and walls, known as 63 Killian Avenue, Cinderella, Boksburg.

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

The purchaser shall be liable for the payment of interest on the purchase price at the current rate applicable on a mortgage bond from date of sale of the property to date of transfer.

*Conditions:* The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court's Office, Boksburg.

Dated at Benoni on the 26th day of September 1996.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni; P.O. Box 356, Benoni, 1500. [Tel. (011) 421-0921.]

Case No. 7042/96

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

**In the matter between FIRST NATIONAL BANK, Plaintiff, and M. C. NKHENTANE, First Defendant, and  
N. P. NKHENTANE, Second Defendant**

In pursuance of a judgment in the Magistrate's Court, Klerksdorp, and a warrant of execution dated 15 July 1996, the following property will be sold in execution on Friday, 25 October 1996 at 10:00, at the offices of the Sheriff of the Magistrate's Court, 23 Leask Street, Klerksdorp, to the highest bidder:

Site 511, Jouberton Extension 6 Township, Registration Division IP, Transvaal, measuring 363 (three hundred and sixty-three) square metres, held by Certificate of Registered Grant of Leasehold TL4335/89.

*Conditions of sale:*

1. The property will be sold 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 Grant of Leasehold TL4335/89 in so far as these are applicable.

2. The following improvements on the property have been reported but nothing is guaranteed: Normal dwelling house.

*Terms:* The purchase price shall be paid as follows: Ten per centum (10%) thereof on the signing of the conditions of sale and the unpaid balance together with interest thereon at current mortgage bond rates from date of sale to date of payment to be paid or secured within (30) thirty days by an approved bank or building society guarantee.

4. *Conditions:* The full conditions of sale will be read by the Sheriff of the Magistrate's Court immediately prior to the sale and may be inspected at his offices or at the offices of Messrs Waks & Brady Inc., W. B. Chambers, 17 Noord Street, Klerksdorp.

Dated at Klerksdorp this 21st day of August 1996.

M. R. Waks, for Waks & Brady Inc., W. B. Chambers, 17 Noord Street, Klerksdorp, 2570.

Case No. 5283/96

## 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), Plaintiff/Execution Creditor, and  
EULENDA KETLOGETSWE MOROPA, Defendant/Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Springs, dated 19 July 1996, and a writ of execution issued pursuant to this judgment, the following will be sold in execution without reserve to the highest bidder on 1 November 1996 at 15:00, at the offices of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs:

A unit consisting of certain—

- (a) Section 10, as shown and more fully described on Sectional Plan SS23/1989 in the scheme known as Wandel Court;
- (b) an undivided share in the common property thereof,

Registration Division IR, Province of Gauteng, measuring 69 (sixty-nine) square metres, held by the Defendant under Deed of Transfer ST46046/94.



The following improvements on the property are reported although in this respect nothing is guaranteed: Flat consisting of kitchen, bathroom, bedroom and lounge.

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

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

Dated at Springs this 25th day of September 1996.

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

**Saak No. 9880/96**

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

**In die saak tussen NEDCOR BANK, Eiser, en MPOPO PHILLIP MOLURE, Verweerder**

Ingevolge 'n uitspraak van die Landdroshof, Klerksdorp, en lasbrief vir eksekusie teen goed met datum 30 Augustus 1996, sal die ondervermelde eiendom op Vrydag, 1 November 1996 om 09:00, te die kantore van die Balju van die Landdroshof, Stilfontein, Kamer 413, Sanlamgebou, Kerkstraat, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Alle reg titel en belang in die Verweerder se reg van huurpag oor Erf 2792, Khuma, Registrasieafdeling IP, Noordwes, groot 350 vierkante meter, ook bekend as 2792 Khuma, Stilfontein.

Onderhewig aan die volgende voorwaardes:

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 20,25% (twintig komma twee vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkelverdiepingwoning bestaande uit twee slaapkamers, badkamer, sitkamer en kombuis.

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

Gedateer te Klerksdorp op hierdie 18de dag van September 1996.

A. H. Snyman, vir Oosthuizen Du Plooy & Vennote, Derde Verdieping, Eerste Nasionale Bankgebou, Kerkstraat 58; Posbus 22, Klerksdorp, 2570. (Verw. mnr. A. H. Snyman/CN/M45.96.)

**Saak No. 7486/96**

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

**In die saak tussen NEDCOR BANK, Eiser, en MZIWAMANDLA MTETO, Eerste Verweerder, en SIGIDLA JANE MTETO, Tweede Verweerder**

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp en lasbrief vir eksekusie teen goed met datum 5 September 1996, sal die ondervermelde eiendom op Vrydag, 1 November 1996 om 09:00, te die kantore van die Balju van die Landdroshof, Stilfontein, te Kamer 413, Sanlamgebou, Kerkstraat, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Alle reg, titel en belang in die Verweerder se reg van huurpag oor Erf 59, Khuma, Registrasieafdeling IP, Transvaal, groot 300 vierkante meter, ook bekend as 59 Khuma, Stilfontein.

Onderhewig aan die volgende voorwaardes:

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 20,25% (twintig komma twee vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees, maar word nie gewaarborg nie: 'n Enkelverdiepingwoning bestaande uit twee slaapkamers, badkamer, sitkamer en kombuis.



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

Gedateer te Klerksdorp op hierdie 18de dag van September 1996.

A. H. Snyman, vir Oosthuizen Du Plooy & Vennote, Derde Verdieping, Eerste Nasionale Bankgebou, Kerkstraat 58, Posbus 22, Klerksdorp, 2570. (Verw. mnr. A. H. Snyman/CN/M37.96.)

Case No. 3793/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and MTHEMBENI LAWRENCE MBAMBO, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 3 May 1996, and warrant of execution issued on 3 May 1996, the following property will be sold in execution on Wednesday, 6 November 1996 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

Erf 70, Dewald Hattinghpark Township, Registration Division IR, Transvaal.

*Improvements*: Vacant stand, measuring 772 (seven hundred and seventy-two) square metres, known as 4 Roan Street, Dewald Hattinghpark, Benoni.

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

The purchaser shall be liable for the payment of interest on the purchase price at the current rate applicable on a mortgage bond from date of sale of the property to date of transfer.

*Conditions*: The full conditions of sale may be inspected at the Sheriff of the Magistrate's Courts Office, Benoni.

Dated at Benoni on this 26th day of September 1996.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni; P.O. Box 356, Benoni, 1500. [Tel. (011) 421-0921.] (Ref. Mrs Bluet/N1539.)

Case No. 4884/96

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), Plaintiff/Execution Creditor, and SEKUTI JOHN SEFOLOSHE, First Defendant/Execution Debtor, and ELIZABETH PEGGY SEFOLOSHE, Second Defendant/Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Springs dated 16 July 1996, and a writ of execution issued pursuant to this judgment, the following will be sold in execution without reserve to the highest bidder on 1 November 1996 at 15:00, at the offices of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs:

Defendants' right, title and interest to and in Erf 11199, kwaThema Township, Registration Division IR, Province of Gauteng, measuring 295 (two hundred and ninety-five) square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL17439/1993.

The following improvements on the property are reported, although in this respect nothing is guaranteed: Brick building, tiled roof, lounge, kitchen, dining-room, bathroom, toilet and three bedrooms.

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

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

Dated at Springs this 26th day of September 1996.

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

Case No. 3145/96

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

**In the matter between TRUST BANK (a division of ABSA BANK LTD), Execution Creditor, and P. C. F. JORDAAN, First Execution Debtor, and C. G. JORDAAN, Second Execution Debtor**

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 1 July 1996, the following property will be sold in execution by Michael James Auctioneers, on Wednesday, 30 October 1996 at 12:00, and from the premises of the said immovable property, namely:

Erf 1279, Welgedacht Township, Registration Division IR, Transvaal, measuring 1 115 (one thousand one hundred and fifteen) square metres, held under Deed of Transfer T38498/1995, and also known as 11 Fifth Avenue, Welgedacht, 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:* Dwelling with iron roof, consisting of three bedrooms, lounge, kitchen and bathroom. *Outbuildings:* Garage and outside room.

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 cent) 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 20th day of September 1996.

H. D. Schmidt, of Bennett McNaughton & Jansen, Attorneys for Execution Creditor, Prudentia Building, 65 Fifth Street, Springs.

Case No. 5249/96

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

**In the matter between TRUST BANK (a division of ABSA BANK LTD), Execution Creditor, and ERASMUS ALBERTUS DRY, Execution Debtor**

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 4 July 1996, the following property will be sold in execution by Michael James Auctioneers, on Wednesday, 30 October 1996 at 11:00, and from the premises of the said immovable property, namely:

Erf 515, Strubenvale Township, Registration Division IR, Transvaal, measuring 1 180 (one thousand one hundred and eighty) square metres, held under Deed of Transfer T50784/1995, and also known as 22 McCullough Crescent, Strubenvale, 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:* Dwelling with iron roof, consisting of three bedrooms, lounge, dining-room, kitchen and bathroom. *Outbuildings:* Carport, servant's room and toilet.

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 cent) 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 20th day of September 1996.

H. D. Schmidt, of Bennett McNaughton & Jansen, Attorneys for Execution Creditor, Prudentia Building, 65 Fifth Street, Springs.

Saak No. 246/96

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

**In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en PETRUS STEPHANUS BRONKHORST, Eerste Eksekusieskuldenaar, en ESTELLE REINETTE BRONKHORST, Tweede Eksekusieskuldenaar**

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde Hof op 11 April 1996 toegestaan is, verkoop word op Woensdag, 20 November 1996 om 12:00, voor die Landdroskantoor te Bronkhorstspuit, in eksekusie, ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Balju, Markstraat, Bronkhorstspuit, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Hoewe 24, Bapsfontein, Registrasieafdeling IR, Transvaal, groot 2,0763 (twee komma nul sewe ses drie) hektaar, gehou kragtens Akte van Transport T81357/92.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944, sal die eiendom aan die hoogste bieder verkoop word. Indien daar 'n reserweprys is sal dit op die dag van die veiling bekend gemaak 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 die datum van registrasie.

3. Die eiendom word voetstoots verkoop.

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

Geteken te Bronkhorstspuit op hede die 20ste dag van September 1996.

Andre Smit, vir Geo Kilian Prokureurs, Krugerstraat 55, Bronkhorstspuit, 1020. (Verw. Smit/ia/B426.)

Case No. 5230/96

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

**In the matter between TRUST BANK ( A DIVISION OF ABSA BANK LTD), Execution Creditor, and FRANS HLAJANE KOMANE, First Execution Debtor, and MUMSIE KOMANE, Second Execution Debtor**

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 2 July 1996, the following property will be sold in execution by Michael James Auctioneers on Wednesday, 30 October 1996, at 10:00, from the premises of the said immovable property, namely:

Erf 627, Geduld Township, Registration Division IR, Transvaal, measuring 248 (two hundred and forty-eight) square meters, held under Deed of Transfer T11827/95, and also known as 83A, Fifth Street, Geduld, 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 insofar 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 iron roof, consisting of three bedrooms, lounge, dining-room, kitchen and bathroom. *Outbuildings:* Garage, servant's room and toilet.

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% 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, 66 Fourth Street, Springs.

Dated at Springs this 20th day of September 1996.

H. D. Schmidt, for Bennett McNaughton & Jansen, Attorneys for Execution Creditor, Prudentia Building, 65 Fifth Street, Springs.

Case No. 5234/96

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

**In the matter between TRUST BANK ( A DIVISION OF ABSA BANK LTD), Execution Creditor, and W. P. RAMAN, First Execution Debtor, and M. F. E. RAMAN, Second Execution Debtor**

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 2 July 1996, the following property will be sold in execution by Property Mart Auctioneers on Friday, 1 November 1996, at 12:00, from the premises of the said immovable property, namely:

Erf 58, New State Areas Township, Registration Division IR, Transvaal, measuring 977 (nine hundred and seventy-seven) square meters, held under Deed of Transfer T42962/93 and also known as 7 Karel Street, New State Areas, 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 insofar 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 tiled roof, consisting of brick building, tiled roof, four bedrooms, two bathrooms, lounge, dining-room and kitchen. *Outbuildings:* Two garages.

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 16% (sixteen per cent) 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, 66 Fourth Street, Springs.

Dated at Springs this 27th day of September 1996.

H. D. Schmidt, for Bennett McNaughton & Jansen, Attorneys for Execution Creditor, Prudentia Building 65, Fifth Street, Springs.

**Saak No. 99/96**

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

**In die saak tussen ABSA BANK BEPERK, Eiser en MORNE FIELD ERASMUS, Verweerder**

'n Verkoop sal plaasvind by die kantore van die Balju vir die distrik Wonderboom, Gedeelte 83, De Onderstepoort (ou Warmbadpad) net noord van Sasko Meule op 25 Oktober 1996 om 11:00:

Erf 200, Karenpark, beter bekend as Dieffenbachiastraat 82, Karenpark, groot 1 484 vierkante meter, gehou kragtens Akte van Transport T44455/1991.

Besonderhede word nie gewaarborg nie en is soos volg: Siersteenteëldakhuis bestaande uit sitkamer, drie slaapkamers, twee badkamers, kombuis, twee motorhuise en buitetoilet.

Die voorwaardes 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 26ste 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.) (Verw. mev. Gough B685/75.)

**Saak No. 729/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK WITRIVIER GEHOU TE WITRIVIER

**In die saak tussen NBS BANK BEPERK, Eiser, en DIEDERICKS JOHANNES HENDRICK, Verweerder**

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 5 Augustus 1996, sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieder op 1 November 1996 om 12:00, te Landdroshof, Witrivier, naamlik:

Deel 4, in die skema bekend as Petria's Place, geleë te Witrivier-dorpsgebied, Plaaslike Oorgangsraad van Groter Witrivier. Verbeterings (nie gewaarborg nie).

*Verkoopvoorwaardes:*

1. Die eiendom sal voetstoots aan die hoogste bieder verkoop word sonder reserwe en die verkoping sal onderhewig wees aan die bepalings en reëls van die Landdroshowewet, No. 32 van 1944, soos gewysig.

2. Die verdere verkoopvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju, Witrivier, van Posbus 401, Witrivier, 1240, met telefoonnommer (013) 751-1452 asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hierdie 12de dag van September 1996.

P. C. Swanepoel, vir Swanepoel & Vennote, Prokureurs vir Eiser, p.a. J. L. Kruger, Beersrust 53, Witrivier. (Verw. Pieter Swanepoel/ds/N34-96.)



Case No. 25218/95

PH 140

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## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED (formerly known as NEDPERM BANK LIMITED and prior to that known as NEDBANK LIMITED), Plaintiff, and BOSHOFF, JACOBUS JOHANNES ADAM PIETER, 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 28 October 1996 at 10:00, at the offices of the Sheriff of the Supreme Court, United Building, 177 President Street, Germiston South, to the highest bidder:

Erf 630, Albemarle Extension 2 Township, Registration Division IR, in extent 1 000 (one thousand) square metres, held under Deed of Transfer T18902/1995, situated at 35 Hobson Street, Albemarle Extension 2.

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, study and kitchen. *Outbuildings:* Double garage (improvements cannot be guaranteed). *Construction:* Brick under tile roof.

*Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer 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 13th day of September 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. N6043/Mr Orelowitz/bw.)

Case No. 16539/96

PH 196

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NBS BANK LIMITED, Plaintiff, and STOLS, DESMOND, WHAINE, 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 31 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, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

1. A unit consisting of—

(a) Section 27, in the scheme known as Villa Montana, situated at Naturena Township, Greater Johannesburg Transitional Metropolitan Council, of which section the floor area, according to the sectional plan is 65 (sixty-five) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at Unit 27, Villa Montana, Daphne Street, Naturena, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence: Sectional title flat, comprising combined lounge and dining-room, kitchen, three bedrooms, bathroom and w.c. Floors: Fitted carpets and tiles. Outbuildings: Balconies. Common property facilities: Swimming-pool, garden, laundry/drying area, parking and maid ablution.

*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 September 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN7070.)

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NBS BANK LIMITED, Plaintiff, and SHORTT, MAGDALENA 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 at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 31 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, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

**1. A unit consisting of—**

(a) Section 3, in the scheme known as Harvey Mansions situated at Haddon Township, Greater Johannesburg Transitional Metropolitan Council, of which section the floor area, according to the said sectional plan is 38 (thirty-eight) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 3 Harvey Mansions, 25 Joachim Street, Haddon, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Sectional title bachelor flat, comprising combined kitchen and bedroom, bathroom and w.c. *Floors:* Fitted carpets and tiles. *Outbuildings:* Verandahs. *Common property facilities:* Laundry/drying area and parking.

*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 September 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN6543.)

**EKSEKUSIEVERKOPINGS**

Alle verkopings in eksekusie sal gehou word te die kantore van die Balju, Parkstraat 8, Kempton Park, op Donderdag, 31 Oktober 1996 om 10:00:

**STANDARD BANK VAN S.A. BEPERK, Eksekusieskuldeiser.**

Die ondergenoemde eiendom/reg van huurpagte, sal te koop aangebied word met die volgende materiële verkoopvoorwaardes, synde:

1. Die eiendom/huurpag, sal verkoop word aan die hoogste bieder, sonder voorbehoud, voetstoots en onderhewig aan die bepalinge van die Landdroshofwet, 1944.

2. Die koper sal 5% (vyf persent) op die eerste R30 000 en 3% (drie persent) op die res met 'n maksimum van R7 000 en 'n minimum van R260 plus BTW van die koopprys betaal plus 4% (vier persent) baljukommissie op die datum van verkoop en die balans tesame met rente teen die Eiser se huidige uitleenkoerse teen registrasie van transport, om verseker te word by wyse van 'n aanvaarbare waarborg binne veertien (14) dae na datum van verkoop.

3. Volle verkoopvoorwaardes kan geïnspekteer word te die kantore van die Balju en sal uitgelees word onmiddellik voor die verkoping.

**Saak No. 7172/95.****Eksekusieskuldenaar: J. J. VILJOEN, handeldrywende as KENKOR KONSTRUKSIE.**

*Eiendom:* Erf 468, Glen Marais, Kempton Park, geleë te Rouxlaan 8, Glen Marais, Kempton Park.

*Verbeterings:* Woonhuis bestaande uit sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, familiekamer, kombuis en motorhuis. *Buitegeboue bestaande uit:* Oprit (rylaan en motorafdak).

*Leerverwysing:* Mnr. Hinds/EK/IS.238.

Joubert Scholtz Ingelyf. [Tel. (012) 323-9731.] [Faks (012) 323-0009.]

Case No. 20261/94  
PH 196IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NBS BANK LIMITED, Plaintiff, and MZIZI, PECC, 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 31 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 441, in the Township of Pimville Zone 7, Registrars Division IQ, Province of Gauteng, in extent 335 (three hundred and thirty-five) square metres, situated at 441 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 brush plaster under tiled roof. *Floors:* Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and shower. *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 September 1996.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, His Majesty's Building, Joubert Street, Johannesburg. (Tel. 838-4731.) (Ref. D. McCarthy/J. Soma/MN5064.)

Case No. 6002/96  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and BAKO, M., 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 7 November 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Johannesburg East, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Erf 150, Bellevue Township, Registration Division IR, Gauteng, being 32 Ellis Street, Bellevue, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

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

Dated at Johannesburg on this 30th day of September 1996.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/B.457.)

**NOTICE OF SALES IN EXECUTION**

## (KEMPTON PARK MAGISTRATE'S COURT)

All the sales in execution are to be held at the offices of the Sheriff, Kempton Park, 8 Park Street, Kempton Park, on Thursday, 31 October 1996 at 10:00.

**NEDCOR BANK LIMITED is the Execution Creditor.**

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

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act, No. 32 of 1944.
2. The purchaser shall pay 10% (ten per centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank-guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.
3. Full conditions of sale can be inspected at the Sheriff's Offices and will be read out prior to the sale.
4. Improvements as set out hereunder are not guaranteed.

**Case No. 13745/95.****Judgment Debtor: KEDIBONE RICHARD MAKGOA and PETUNIA THOKOZILE MAKGOA.**

*Property:* Right of leasehold over Erf 578, Moteong Township, Registration Division IR, Province of Gauteng, situated at Erf 578, Moteong, Tembisa, Kempton Park.

*Improvements:* Detached single storey brick built residence under tiled roof comprising of five rooms other than kitchen and two bathrooms with outbuildings comprising garage.

*Reference:* MM0889.

**Case No. 5846/95.****Judgment Debtor: BOINYANA LUCAS MAKOFANE.**

*Property:* Right of leasehold over Erf 290, Moedi Township, Registration Division IR, Province of Gauteng, situated at Erf 290, Moedi, Tembisa, Kempton Park.

*Improvements:* Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen with outbuildings comprising storeroom.

*Reference:* MM0845.

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

**Case No. 12076/95****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG**

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOSEPH BENJAMIN POWELL, First Defendant, and JESSIE MACLAIN POWELL, Second Defendant**

On 1 November 1996 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain unit consisting of Section 51, as shown and more fully described on Sectional Plan SS5/1992 in the Scheme known as Protea Gardens in respect of the land and building or buildings situated at the Township of Witfield, Transitional Local Council of Boksburg, of which section the floor area, according to the said sectional plan is 112 (one hundred and twelve) square metres in extent and an undivided share in the common property and an exclusive use area held in terms of Deed of Cession SK962/1994S, situated at 51 Protea Gardens, 31 Knights Street, Witfield, Boksburg.

*Improvements:* Detached single storey brick residence consisting of two bedrooms, bathroom, kitchen, lounge and outbuildings comprising garage.

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 (fourteen) days of the sale.

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

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

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

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

Dated at Boksburg on this 30th day of September 1996.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H08078.)

**Case No. 9633/95****IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and BOY PETRUS NKAMBULE, Defendant**

Notice is hereby given that on 1 November 1996 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court, on 4 May 1995, namely:

Certain Erf 18607, Tsakane Extension 8, Registration Division IR, Province of Gauteng, situated at 18607 Tsakane Extension 8, Brakpan.



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, Brakpan, 439 Prince George Avenue, Brakpan.

Dated at Boksburg on this 30th day of September 1996.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs. L. Pinheiro/H04097.)

**Case No. 12263/94**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and ANTONIO MANUEL RIBEIRO FERREIRA,  
First Defendant, and STACEY GRIFFITHS, Second Defendant**

On 1 November 1996 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 22, Ravenswood Extension 1, Registration Division IR, Province of Gauteng, situated at 10 Engel Street, Ravenswood Extension 1, Boksburg.

*Improvements:* Detached single storey brick residence consisting of three bedrooms, two bathrooms, kitchen, dining-room, lounge, study 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 shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, rates, taxes and other charges payable to the Local Authority.

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

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

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

Dated at Boksburg on this the 30th day of September 1996.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01959.)

**Saak No. 448/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

**In die saak tussen NBS BANK BEPERK, Eiser, en FANIE RAYMOND MKHALIPHI, Verweerder**

Ingevolge 'n vonnis van die bogemelde Agbare Hof toegestaan op 16 April 1996, sal die volgende eiendom in eksekusie verkoop word by die kantoor van die Balju, Rotterdamweg 5, Evander, op Woensdag, 23 Oktober 1996 om 12:00, aan die hoogste bieder vir kontant of per bankgewaarborgde tjek, naamlik:

Erf 5391, Uitbreiding 9, Embalenhle, Registrasieafdeling IS, Mpumalanga, gehou kragtens Akte van Transport TL 16793/95, groot 310 (driehonderd-en-tien) vierkante meter.

*Terme:*

Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, versekureer te word deur 'n goedgekeurde bankwaarborg gelewer te word binne 21 (een-en-twintig) dae daarna, asook 5% (vyf persent) afslaerskommissie op die eerste R20 000 van die koopprys en 3% (drie persent) daarna met 'n maksimum kommissie van R6 000 en 'n minimum kommissie van R200, wat betaalbaar is met die toeslaan van die bod.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die Balju, Rotterdamweg 5, Evander, besigtig word.

Geteken te Secunda hierdie 25ste dag van September 1996.

Els Prokureurs, Checkersgebou, Posbus 47, Secunda. [Tel. (017) 634-7788.]

Saak No. 17971/95

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en LUDICK, JOHANN MICHAËL, Eerste Verweerder, en LUDICK, PETRONELLA FRANCINA, Tweede Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak en 'n lasbrief tot uitwinning uitgereik op 24 Mei 1996, sal 'n verkoping van onroerende eiendom gehou word te die verkoopslokaal van die Balju van die Hooggeregshof, Johannesburg-Wes, Marshallstraat 131, Johannesburg, op 31 Oktober 1996 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die vendusieafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof te Von Brandisstraat 32, Johannesburg, voor die verkoping ter insae sal lê:

Die volgende inligting aangaande die eiendom word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Sekere Erf 786, Triomf-dorpsgebied, Registrasieafdeling IQ, Gauteng, groot 495 (vierhonderd vyf-en-negentig) vierkante meter, gehou kragtens Akte van Transport T19884/1987.

**Beskrywing:** 'n Woonhuis geleë te Meyerstraat 64, Triomf, Johannesburg en bestaande uit ingang, sitkamer, eetkamer, drie slaapkamers, twee badkamers en kombuis.

**Terme:** Tien persent (10%) van die koopprys en afslaersgelde [5% (vyf persent) op die eerste R20 000 (twintigduisend rand) en daarna 3% (drie persent) met 'n maksimum van R6 000 (sesduisend rand) en 'n minimum van R200 (tweehonderd rand) plus BTW] in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bank-, bougenootskap- of ander aanneembare waarborg binne 30 (dertig) dae vanaf die datum van verkoping verskaf word.

Gedateer te Johannesburg hierdie 30ste dag van September 1996.

Scholtz, Honey & Vennote, Eiser se Prokureurs, Negende Verdieping, North State-gebou, hoek van Mark- en Kruisstraat, Johannesburg. (Tel. 472-1318.) (Verw. mnr. Scholtz/vb/CU0083.)

Saak No. 3215/96

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en MOKOENA, JOSEPH LEOGANG, Eerste Verweerder, en MOKOENA, CATHERINE REJOYCE, Tweede Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak en 'n lasbrief tot uitwinning uitgereik op 5 Julie 1996, sal 'n verkoping van onroerende eiendom gehou word te die verkoopslokaal van die Balju van die Hooggeregshof, Johannesburg-Sentraal, Marshallstraat 131, Johannesburg, op 31 Oktober 1996 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die vendusieafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Marshallstraat 131, Johannesburg, voor die verkoping ter insae sal lê:

Die volgende inligting aangaande die eiendom word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: Sekere Eenheid 133, in die skema bekend as Reynard Hall ten opsigte van die gebou of geboue geleë te Johannesburg-dorpsgebied, Gauteng, groot 61 (een-en-sestig) vierkante meter, gehou kragtens Akte van Transport ST46374/1993.

**Beskrywing:** 'n Woonhuis geleë te Reynard Hall 1201, Goldreichstraat 48, Hillbrow, Johannesburg en bestaande uit sitkamer, eetkamer, slaapkamer, badkamer en kombuis.

**Terme:** Tien persent (10%) van die koopprys en afslaersgelde [5% (vyf persent) op die eerste R20 000 (twintigduisend rand) en daarna 3% (drie persent) met 'n maksimum van R6 000 (sesduisend rand) en 'n minimum van R200 (tweehonderd rand) plus BTW] in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bank-, bougenootskap- of ander aanneembare waarborg binne 30 (dertig) dae vanaf die datum van verkoping verskaf word.

Gedateer te Johannesburg hierdie 30ste dag van September 1996.

Scholtz, Honey & Vennote, Eiser se Prokureurs, Negende Verdieping, North State-gebou, hoek van Mark- en Kruisstraat, Johannesburg. (Tel. 472-1318.) (Verw. mnr. Scholtz/vb/CU0134.)

Case No. 1034/95

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

**In the matter between JOHN RAPOTU, Plaintiff, and MASHUDU ALI MOTHIVHI, Defendant**

In pursuance of a judgment of the Magistrate, Seshego, granted on 20 June 1996 and a warrant of execution issued in pursuance thereof, the right, title and interest in the undermentioned property will be sold in execution on 23 October 1996 at 14:00, by the Messenger of the Court at Seshego Magistrate Offices, namely:

Site 250, Zone 3, Seshego, measuring 371,8 (three hundred and seventy-one) square metres, held by M. A. Muthivhi, under Deed of Grant 1002/95.

The property can be described as follows: Dwelling-house situated at Site 250, consisting of four bedrooms, combined lounge and dining-room, kitchen, combined toilet and bathroom.

**Terms:**

1. The property shall be sold with a reserve of R45 000 and subject to terms and conditions of the Magistrates' Courts Act, and to the highest bidder.

2. 10% (ten per cent) of the purchase price is payable in cash or by a bank-guaranteed cheque on the day of the sale to the Messenger of the Court. The balance is payable within 14 (fourteen) days after the date of sale, to the Messenger of the Court or to the Plaintiff's attorney.

3. The terms and conditions of sale will lie for inspection during office hours at the Messenger of the Court.

M. L. Mashego, for M. L. Mashego Attorneys, First Floor, Oribi House, corner of Vorster and Maré Streets, Pietersburg. (Ref. Nkwane/R.183.)

Saak No. 21953/96

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

**In die saak tussen NBS BANK LIMITED, Eiser, en  
FELECIA DOROTHY GRACE VAN HEERDEN, ID 5906060106005, Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 18 April 1996, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder op 8 November 1996 om 11:00:

Gedeelte 35 van die plaas Haakdoornlaagte 277, Registrasieafdeling JR, provinsie Gauteng, groot 12,5227 (twaalf komma vyf twee twee sewe) hektaar (beter bekend as Plot 35, Haakdoornlaagte 277).

**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: Vierslaapkamerwoonhuis met sitkamer, eetkamer, kombuis, opwasplek, stort, voorstoep, balkon met motorafdakke en swembad. Tweede woonhuis bestaande uit drie slaapkamers, twee badkamers, sit/eetkamer en kombuis met aparte toilet.

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 (veertien) 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 2de dag van Oktober 1996.

S. E. du Plessis, vir Van der Merwe, Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlam-sentrum, Andriesstraat 252, Pretoria. (Verw. Mev. Engels/JR68059.)

Saak No. 45094/96

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

**In die saak tussen NBS BANK LIMITED, Eiser, en SUSARA MARIA VAN EEDEN, ID 5706150029087, Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 15 Julie 1996, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Sentraal te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder op 12 November 1996 om 10:00:

Deel 37, soos getoon en meer volledig omskryf op Deelplan SS321/85 in die skema bekend as Eisenberg ten opsigte van die grond en gebou of geboue geleë te Sunnyside-dorpsgebied, Plaaslike Owerheid: Stadsraad van Pretoria, groot 64 (vier-en-sestig) vierkante meter (beter bekend as Eisenbergwoonstelle 501, Cilliersstraat 46, Sunnyside).

**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: Een en 'n halwe slaapkamerwoonstel met sit-/eetkamer, kombuis en badkamer met parkering.

3. *Terme*: 10% (tien persent) van die koopprys onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die eksekusielasbrief, en in die geval van enige ander preferente skuldeiser, teen die rentekoers betaalbaar op so 'n eiser se eis vanaf datum van verkoping tot datum van registrasie van die transport, en moet deur 'n bank of bougenootskap gewaarborg wees, welke waarborg binne 14 (veertien) 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 2de dag van Oktober 1996.

S. E. du Plessis, van Van der Merwe, Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlam-sentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR68104.)

Case No. 27341/95  
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  
PILLAY, KRISHNA YEGAMBARAM, 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 50 Edward Avenue, Westonaria, on 1 November 1996 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff's Office, Westonaria, prior to the sale:

Certain Erf 855, Lenasia South Extension 1 Township, Registration Division IQ, Gauteng, being 855 Ivy Road; Lenasia South Extension 1, Johannesburg, measuring 400 (four hundred) square metres.

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

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

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/P237.)

Case No. 11900/96  
PH 104

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and  
WHITE, LYNN VERONICA, 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 31 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 East, 131 Marshall Street, Johannesburg, prior to the sale:

Certain Erf 7716, Kensington Township, Registration Division IR, Gauteng, being 69 MacDonald Street, Kensington, Johannesburg, measuring 506 (five hundred and six) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached double storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, three bedrooms, three bathrooms, sun room, cellar, walk in cupboard with outbuildings with similar construction comprising of two garages, servant's room, toilet, laundry, store room, shower and game room.

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

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/W221.)



Case No. 16879/95  
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  
No. 1 PANORAMA GARDENS (PROPRIETARY) LIMITED, 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 31 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 South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Section 1 as shown and more fully described on Sectional Plan SS77/1991 in the building or buildings known as Panorama Gardens situated at the Township of Bassonia Extension 1, Local Authority of Johannesburg, of which the floor area, according to the said sectional plan, is 179 (one hundred and seventy-nine) 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 Section Title ST34442/1991 (1) (unit).

The right to the undermentioned exclusive use areas forming part of the common property and delineated as such on Section Plan SS77/1991 in the building or buildings known as Panorama Gardens, situated at Township of Bassonia Extension 1, Local Authority, Johannesburg:

Yard marked Y1 measuring 21 (twenty-one) square metres being part of the common property, comprising the land and building known as Panorama Gardens, situated at the Township of Bassonia Extension 1, Local Authority of Johannesburg, as shown and more fully described on Sectional Plan SS77/1991; held under Notarial Deed of Cession SK1042/1991S.

Yard marked Y2 measuring 23 (twenty three) square metres being part of the common property, comprising the land and building known as Panorama Gardens, situated at the Township of Bassonia Extension 1, Local Authority, Johannesburg, as shown and more fully described on Sectional Plan SS77/1991, held under Notarial Deed of Cession SK1042/1991S, situated in the Township of Bassonia Extension 1, being Flat 1, Panorama Gardens, 575 Soetdoring Avenue, Bassonia Extension 1, Johannesburg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A duplex flat with tiled roof comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms with outbuildings with similar construction comprising of two garages, servant's room, toilet, shower and laundry. The common property comprising of swimming-pool.

Dated at Johannesburg this 27th day of September 1996.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/P216.)

Case No. 9298/96  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LTD, Execution Creditor, and  
PHIRI, NICOLUS 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 131 Marshall Street, Johannesburg, on 31 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 South, 100 Sheffield Road, Turffontein, prior to the sale:

A unit consisting of—

(a) Section 9 as shown and more fully described on Sectional Plan SS363/95 in the scheme known as Southern Villas in respect of the land and building or buildings situated at Naturena Township in the area of The Greater Johannesburg Transitional Metropolitan Council, of which the floor area, according to the said sectional plan, is 34 (thirty-four) square metres in extent, being 9 Southern Villas, Daphne Street, Naturena, Johannesburg; 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.

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

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

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/P355.)

Case No. 8622/95  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and HLEBELO, M. D., 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 1 November 1996 at 11:15 of the undermentioned leasehold 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 20568, Vosloorus Extension 30 Township, Registration Division IR, Gauteng, being 20568 Vosloorus Extension 30, Boksburg, measuring 234 (two hundred and thirty-four) square metres.

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

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

Ramsay, Webber & Company., Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/H.255.)

Case No. 15245/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)**In the matter between THE STANDARD BANK OF SA LTD, Plaintiff, and JOHN MATSUMELE MALEKA, 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, Brits, 9 Smuts Street, Brits, on Friday, 25 October 1996 at 08:30, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Erf 1324, in the Township of Lethlabile B Extension 1, Registration Division JQ, Transvaal, measuring 216 (two hundred and sixteen) square metres, held by virtue of Deed of Transfer of Leasehold TL87387/92.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of family room, kitchen, three bedrooms and bathroom/w.c.

Ten per cent (10%) of the purchase price and 5% auctioneer charges on the first R30 000 and 3% thereafter in cash, plus VAT, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Dated at Pretoria this 27th 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 S849/96.)

Case No. 4952/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)**In the matter between THE STANDARD BANK OF SA LTD, Plaintiff, and BHEKUMUZI LEONARD KUNENE, 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, 25 October 1996 at 11:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Erf 927, Soshanguve M Township, Registration Division JR, Transvaal, measuring 480 (four hundred and eighty) square metres, held by Deed of Transfer T16992/95 subject to the conditions stated therein and specially subject to the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms/w.c., garage and servant's room with w.c.

Ten per cent (10%) of the purchase price and 5% auctioneer charges on the first R30 000 and 3% thereafter in cash, plus VAT, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Dated at Pretoria this 27th 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 S284/96.)

**Case No. 15252/96**

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

**In the matter between THE STANDARD BANK OF SA LTD, Plaintiff, and THEUNIS CHRISTIAAN KLEYNHANS,  
First Defendant, and MARYNA KLEYNHANS, 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 25 Broadben Street, Secunda Extension 2, on Wednesday, 30 October 1996 at 14:00, 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 1832, Secunda Extension 2 Township, Registration Division IS, Transvaal (also known as 25 Broadben Street, Secunda Extension 2), measuring 895 (eight hundred and ninety-five) square metres, held under Deed of Transport T74133/89, 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, four bedrooms, bathroom, bathroom/w.c., w.c., shower, garage, carport 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 R30 000 (thirty thousand rand) and 3% (three per cent) thereafter in cash, plus VAT, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Dated at Pretoria this 27th 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 S759/96.)

**Saak No. 10698/90**

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

**In die saak tussen P. A. WAGNER, Eiser, en R. O. WAGNER, Verweerder**

Kragtens 'n bevel in die Landdroshof, Benoni, en 'n lasbrief vir eksekusie gedateer 30 Mei 1996, sal die ondergelyste eiendom verkoop word op Maandag, 4 November 1996 om 10:00, te die Baljukantore te Balju, Germiston-Suid, United-gebou, Presidentstraat, Germiston.

Erf 181, Klippoortjie, Registrasieafdeling IR, Transvaal, provinsie van Gauteng, ook bekend as Conradiestraat 11, Klippoortjie, grootte 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meters.

Die eiendom sal verkoop word aan die hoogste bieder, sonder voorbehoud, en die verkoping sal onderhewig wees aan die bepalinge van die Landdroshofwet, Wet No. 232 van 1944, soos gewysig, en reëls.

Die koopprys sal betaalbaar wees teen 'n deposito van 10% (tien persent) op die datum van verkoping plus 4% (vier persent) Balju-kommissie op die datum van verkoping en die balans tesame met rente daarop teen heersende rentekoerse soos gehê deur 'n bank- of bouvereniging waarborg binne 14 (veertien) dae na datum van verkoping.

Volle verkoopvoorwaardes kan geïnspekteer word te die kantore van die Balju en sal uitgelees word onmiddellik voor die verkoping.

Die volgende verbeterings is op die eiendom aangebring, hoewel geen waarborg in die verband, hiermee gegee word nie. Gedateer te Benoni op hierdie 11de dag van September 1996.

A. S. Steijn, Vierdestraat 64, Northmead, Benoni, 1500. (Verw: mev. Steijn/258/92.)



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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and SELONE MANASSE,  
First Defendant, and SELONE PATIENCE THANDI, 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 31 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 Court, Johannesburg West, Second Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 3319, Moroka Township, Registration Division IQ, Province of Gauteng, measuring 264 (two hundred and sixty-four) square metres, situated at Erf 3319, Moroka Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of entrance hall, three bedrooms, lounge, dining-room, kitchen and bathroom.

The property is zoned.

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

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

Signed at Johannesburg on 27 September 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty-Sixth Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. S20339/SC.)

**NOTICE OF SALES IN EXECUTION**

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thursday, 31 October 1996 at 10:00.

**NEDCOR BANK LIMITED, Execution Creditor.**

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

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

2. The purchaser shall pay 10% (ten per cent) of the purchase price plus Sheriff's commission of 5% (five per cent) for the first R20 000 or part thereof and thereafter 3% (three per cent), with a minimum of R200 and a maximum of R6 000 on date of sale and the balance plus interest at Plaintiff's current lending rates of transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.

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

**Case No. 10386/94.**

**Judgment Debtor: NOMASESI JOHANNA MPELE.**

**Property:** Erf 110, Mpho Township, Registration Division IR, Province of Gauteng, situated at 110 Mpho Section, Tembisa.

**Improvements:** Dwelling-house consisting of toilet, two bedrooms, bathroom, dining-room and kitchen. Outbuildings consisting of two outside rooms and garage.

**File Ref.:** LN 3894/4.

**Case No. 10568/89.**

**Judgment Debtors: RAKU LUCAS MSIZA and JOHANNA NOMAKHUWA MSIZA.**

**Property:** Erf 189, Ecaleni Township, Registration Division IR, Province of Gauteng, situated at 189 Ecaleni Section, Tembisa.

**Improvements:** Shopping complex consisting of fruit shop, café, supermarket, butchery and two toilets.

**File Ref.:** L410/89.

**Case No. 3349/96.**

**Judgment Debtor: CECIL EDWARD JAMES VAN ONSELEN.**

**Property:** A unit consisting of Section 48 as shown and more fully described on Sectional Plan SS 5/94 in the scheme known as the Birch in respect of land and building or buildings situated at Erf 1811, Birchleigh North Extension 3 Township, Kempton Park/Tembisa Metropolitan Substructure, situated at Unit 48, The Birch, Pongola Drive, Birchleigh North Extension 3, Kempton Park.



*Improvements:* Dwelling-house consisting of lounge, toilet, kitchen, bathroom, two bedrooms and dining-room. Outbuilding consisting of garage.

*File Ref.:* LN4146/6.

**Case No. 5842/96.**

**Judgment Debtor: TANDI AGNES THABETE.**

*Property:* Erf 299, Moedi Township, Registration Division IR, Province of Gauteng, situated at 299 Moedi Section, Tembisa.

*Improvements:* Dwelling-house consisting of lounge, toilet, bathroom, three bedrooms, dining-room and kitchen.

*File Ref.:* LN4242/6.

L. J. v. d. Heever, for Schumanns, 12 Voortrekker Street, P.O. Box 67, Kempton Park.

**Case No. 19202/92**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DUBE, TANDUABANTU SIMON, First Defendant, and DUBE, SHORTY 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 at the Sheriff's offices at 8 Park Street, Kempton Park, on 31 October 1996 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff's Offices, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 261, Welomlambo Township, Tembisa, Registration Division IR, Province of Gauteng, measuring 273 (two hundred and seventy-three) square metres, situated at Erf 261, Welomlambo Township, Tembisa.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, kitchen, three bedrooms and toilet. *Outbuildings:* Single garage and two rooms.

The property is zoned Residential.

Signed at Johannesburg on this the 26th day of September 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. D21468/PC.)

**Case No. 24806/91**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and FUTAMA, JONAH ABEL, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's offices at 8 Park Street, Kempton Park, on 31 October 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff's Offices, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 291, Moedi Township, Tembisa, Kempton Park, Registration Division IR, Province of Gauteng, measuring 278 (two hundred and seventy-eight) square metres, situated at Erf 291, Moedi Township, Tembisa, Kempton Park.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of dining-room, kitchen, two bedrooms and toilet. *Outbuildings:* Two rooms.

The property is zoned Residential.

Signed at Johannesburg on the 26th day of September 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty sixth Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. F47408/PC.)

Case No. 17333/91

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MSIMANG, TLADI MOSES, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's offices at 8 Park Street, Kempton Park, on 31 October 1996 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff's Offices, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 94, Motsu Township, Tembisa, Kempton Park, Registration Division IR, Province of Gauteng, measuring 800 (eight hundred) square metres, situated at Erf 94, Motsu Township, Tembisa, Kempton Park.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of dining-room, kitchen, two bedrooms, bathroom and toilet.

The property is zoned Residential.

Signed at Johannesburg on the 20th day of September 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty sixth Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. M45337/PC.)

Case No. 6679/91

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SERONGOANE, MOGOTSI SAMUEL, First Defendant, and SERONGOANE, JOYCE HLEKANI, 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 Sheriff's offices at 8 Park Street, Kempton Park, on 31 October 1996 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff's Offices, Kempton Park, 8 Park Street, Kempton Park, prior to the sale.

All right, title and interest in the leasehold in respect of Erf 282, Tlamatlama Township, Tembisa, Registration Division IR, Province of Gauteng, measuring 321 (three hundred and twenty-one) square metres, situated at Erf 282, Tlamatlama Township, Tembisa.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of dining-room, kitchen, two bedrooms and toilet. *Outbuilding:* Single garage.

The property is zoned Residential.

Signed at Johannesburg on the 23rd day of September 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, Twenty sixth Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. S14237/PC.)

Case No. 8137/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DLAMINI, ERNEST, First Defendant, and DLAMINI, MBUTI JOHANNES, 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 31 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, Third Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 5000 (now renumbered Erf 22502), Diepkloof Township, Registration Division IQ, Province of Gauteng, measuring 190 (one hundred and ninety) square metres, situated at Erf 5000A (now renumbered Erf 22502), Diepkloof Zone 5 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, bedroom and two other rooms.

The property is zoned Residential.

Signed at Johannesburg on the 26th day of September 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. D45083/PC.)

Case No. 2683/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and KHUMALO, MBENGE PATRICE, 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 31 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, Third Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 3244, Protea Glen Extension 2 Township, Registration Division IQ, Province of Gauteng, measuring 264 (two hundred and sixty-four) square metres, situated at Erf 3244, Protea Glen Extension 2 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, two bedrooms, bathroom and two other rooms.

The property is zoned Residential.

Signed at Johannesburg on the 26th day of September 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys., 26th Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. K46504/PC.)

Case No. 2596/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and KOAPENG BEN SHADRACK, 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 31 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, Third floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1969, Moletsane Township, Registration Division IQ, Province of Gauteng, measuring 258 (two hundred and fifty-eight) square metres, situated at Erf 1969, Moletsane Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms and two other rooms.

The property is zoned Residential.

Signed at Johannesburg on the 23rd day of September 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street; P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. K46500/PC.)

Case No. 1169/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOGEMI, NTHOMBIZONKE MABEL, 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 31 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, Third Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 939, Mofolo North Township, Registration Division IQ, Transvaal, measuring 264 (two hundred and sixty-four) square metres, situated at Erf 939, Mofolo North Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms and two other rooms.

The property is zoned Residential.

Signed at Johannesburg on this the 23rd day of September 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M46449/PC.)

Case No. 14391/92

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MTEMBU, SIPESHALE ALBERT, First Defendant, and MTEMBU, SHIWE JOYCE, 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 31 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 602, Zola Township, Registration Division IQ, Province of Gauteng, measuring 224 (two hundred and twenty-four) square metres, situated at Erf 602, Zola Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, kitchen, lounge, two store-rooms and garage.

The property is zoned Residential.

Signed at Johannesburg on this the 23rd day of September 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M45288/PC.)

Case No. 28603/92

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MTHEMBU, HOWARD, First Defendant, and MTHEMBU, SIBONGILE IDAH, 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 31 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 1383, Jabavu Central Western Extension 1 Township, Registration Division IQ, Province of Gauteng, measuring 323 (three hundred and twenty-three) square metres, situated at Erf 1383, Jabavu Central Western Extension 1 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of two bedrooms, dining-room and kitchen. *Outbuildings:* Garage.

The property is zoned Residential.

Signed at Johannesburg on this the 23rd day of September 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M22666/PC.)

Case No. 32645/91

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NGWENYA MAMI ROSINA, 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 31 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, Third Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right title and interest in the leasehold in respect of Erf 383 (now renumbered Erf 22373, Meadowlands Township, Registration Division IQ, Province of Gauteng, measuring 293 (two hundred and ninety-three) square metres, situated at Erf 383 (now renumbered Erf 22373), Meadowlands Zone 4 township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, dining-room, kitchen, garage, store-room.

The property is zoned Residential.

Signed at Johannesburg on the 26th day of September 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. N18755/PC.)



Case No. 16208/94

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NKOSI LIZZY JEANET, 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 31 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, Third Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale.

Erf 1023, Senaoane Township, Registration Division IQ, Province of Gauteng, measuring 263 (two hundred and sixty-three) square metres, situated at Erf 1023, Senaoane Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, dining-room, kitchen, two bedrooms. *Outbuilding*: Single garage.

The property is zoned Residential.

Signed at Johannesburg on the 23rd day of September 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. N27681/PC.)

Case No. 10391/92

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NKOSI NOMBIKO DINAH, First Defendant, NKOSI LINDANI NAPHTAL, Second Defendant, and NKOSI NOMGQIBELO JULIA, 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, 131 Marshall Street, Johannesburg, on 31 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 Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 6871, Zola Township, situated at Erf 3118A, Zola Township, Registration Division IQ, Province of Gauteng, measuring 232 (two hundred and thirty-two) square metres, situated at Erf 3118A, Zola Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, kitchen, dining-room, two store-rooms.

The property is zoned Residential.

Signed at Johannesburg on the 23rd day of September 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. N20732/PC.)

Case No. 29139/94

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SONO, NUNU MAVIS, 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 31 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, Third Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 3796 (now renumbered Erf 10065), Pimville Zone 3 Township, Registration Division IQ, Province of Gauteng, measuring 232 (two hundred and thirty-two) square metres, situated at Erf 3796 (now renumbered Erf 10065), Pimville Zone 3 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, three bedrooms, lounge, kitchen, bathroom and garage.

The property is zoned Residential.

Signed at Johannesburg on this the 26th day of September 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. S29022/PC.)

Case No. 13075/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and TAKALO, LAZARUS, 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 31 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, Third Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 3690; Protea Glen Extension 2 Township, Registration Division IQ, Province of Gauteng, measuring 270 (two hundred and seventy) square metres, situated at Erf 3690, Protea Glen Extension 2 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, two bedrooms, bathroom and two other rooms.

The property is zoned Residential.

Signed at Johannesburg on this the 23rd day of September 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. T45464/PC.)

Case No. 4487/92

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and TEMA, GRACE KHETHIWE, 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 salesrooms of the Sheriff, 10 Liebenberg Street, Roodepoort, on 1 November 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 10 Liebenberg Street, Roodepoort, prior to the sale:

Erf 1832, Dobsonville Township, Roodepoort, Registration Division IQ, Province of Gauteng, measuring 278 (two hundred and seventy-eight) square metres, situated at Erf 1832, Dobsonville Township, Roodepoort.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, lounge, kitchen and two bedrooms. *Outbuilding*: Two servants' quarters and single garage.

The property is zoned Residential.

Signed at Johannesburg on this the 20th day of September 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. T28558/PC.)

Case No. 13220/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MNISI, DICK MOLATLHEGI, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff, at the Sheriff's Office, 19 Pollack Street, Randfontein, on 1 November 1996 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the Sheriff's Office, 19 Pollack Street, Randfontein, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 277 (now renumbered Erf 7597), Mohlakeng Extension 1 Township, Randfontein, Registration Division IQ, Province of Gauteng, measuring 462 (four hundred and sixty-two) square metres, situated at Erf 277 (now renumbered Erf 7597), Mohlakeng Extension 1 Township, Randfontein.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under iron roof, two bedrooms and two other rooms.

The property is zoned Residential.

Signed at Johannesburg on this the 19th day of September 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M46920/PC.)

Case No. 29142/94

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOTHWA, TEBOGO JOHANNES, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff, at the Sheriff's Office, 19 Pollack Street, Randfontein, on 1 November 1996 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the Sheriff's Office, 19 Pollack Street, Randfontein, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 5380, Mohlakeng Extension 3 Township, Randfontein, Registration Division IQ, Province of Gauteng, measuring 240 (two hundred and forty) square metres, situated at Erf 5380, Mohlakeng Extension 3 Township, Randfontein.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, dining-room, kitchen, two bedrooms, bathroom and toilet.

The property is zoned Residential.

Signed at Johannesburg on this the 20th day of September 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street, P.O. Box 728, Johannesburg. [Tel. (011) 832-3251.] (Ref. M25400/PC.)

Saak No. 2143/96

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

**In die saak tussen NBS BANK BEPERK, Eiser, en JOSEPH HOPTON, Eerste Verweerder, en SYLVIA THOKOZILE HOPTON, Tweede Verweerder**

Ingevolge 'n uitspraak in die Landdroshof te Randfontein op 5 Augustus 1996, en 'n lasbrief vir eksekusie gedateer 23 Augustus 1996, sal die volgende eiendom op 8 November 1996 om 10:00 te die Baljukantoor, Pollockstraat 19, Randfontein, aan die hoogste bieder verkoop word:

Erf 2223, Toekomsrus-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 300 (driehonderd) vierkante meter, gehou kragtens Akte van Transport T1639/1993 (Gouritzrivierstraat 25, Toekomsrus-uitbreiding 1, Randfontein), met die volgende verbeterings daarop, waarvoor geen waarborg verskaf word nie: Woonhuis bestaande uit twee slaapkamers, sitkamer, kombuis, badkamer en toilet.

**Verkoopvoorwaardes:**

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

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

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

Die volle verkoopvoorwaardes kan by die kantoor van die Balju, Pollockstraat 19, Randfontein, nageslaan word.

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

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

Saak No. 2641/96

IN DIE LANDDROSHOF VIR DIE DISTRIK RANDFONTEIN GEHOU TE RANDFONTEIN

**In die saak tussen NBS BANK BEPERK, Eiser, en DAVID PETER SELALA, Eerste Verweerder, en SEINOLO MARTHA SELALA, Tweede Verweerder**

Ingevolge 'n uitspraak in die Landdroshof te Randfontein, op 5 September 1996 en 'n lasbrief vir eksekusie gedateer 6 September 1996, sal die volgende eiendom op 8 November 1996 om 10:00, te die Baljukantoor, Pollockstraat 19, Randfontein, aan die hoogste bieder verkoop word:

Erf 4037, Mohlakeng-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 371 (driehonderd een-en-sewentig) vierkante meter, gehou kragtens Akte van Transport TL29528/1990 (4037 Mohlakeng, Randfontein), met die volgende verbeterings daarop, waarvoor geen waarborg verskaf word nie: Woonhuis bestaande uit twee slaapkamers, eetkamer, kombuis, badkamer en toilet.

*Verkoopvoorwaardes:*

1. Die eiendom sal aan die hoogste bieder verkoop word, onderhewig aan die bepalings en voorwaardes van die Landdroshofwet, die reëls daarkragtens uitgevaardig en die titelvoorwaardes insoverre van toepassing is.

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

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

Die volle verkoopvoorwaardes kan by die kantoor van die Balju te Pollockstraat 19, Randfontein, nageslaan word.

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

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

**Saak No. 16496/96**

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

**In die saak tussen JOHN DESMOND MALAKOU, Eiser, en mnr. I. P. MAAS, Verweerder**

Ingevolge 'n uitspraak in die Hof van die Landdros van Pretoria en 'n lasbrief vir eksekusie tot geregtelike verkoping gedateer 3 April 1996, word die ondergemelde goed op 25 Oktober 1996 om 11:00, te die kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad), geregtelik verkoop aan die persoon wat die hoogste aanbod maak, naamlik:

Gedeelte 0193, Kameelfontein, Plaas 297, groot 4,2899 hektaar, Noordelike Provinsie, Diagram T28215/1994. Hierdie is 'n leë stuk grond sonder enige geboue.

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

O. J. van der Schyff, Prokureur vir Eiser, Ehlers Ingelyf, Vierde Verdieping, R & J-gebou, Kerkstraat 421 (Posbus 3248), Pretoria. (Verw. mnr. Callie Louw/ML/M1270.)

**Saak No. 28366/96**

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

**In die saak tussen NBS BANK LIMITED, Eiser, en FRANCOIS STEPHANUS LOMBARD, ID 6403175078005, Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 27 Junie 1996, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Saskomeule), ou Warmbadpad, Bon Accord aan die hoogste bieder op 8 November 1996 om 11:00:

Erf 2077, geleë in die dorpsgebied Montanapark-uitbreiding 40, Registrasieafdeling JR, provinsie Gauteng, groot 877 (agthonderd sewe-en-sewentig) vierkante meter (beter bekend as Braam Pretoriusstraat 857, Montanapark-uitbreiding 40).

*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, twee badkamers, kombuis, sitkamer, eetkamer, familiekamer en dubbelmotorhuis met plaveisel.

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 30ste 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/JR68067.)



Case No. 6092/96

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
PETRUS CORNELUS COETZEE, First Defendant, and ANTOINETTE COETZEE, 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, Pretoria West, at the office of the Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 7 November 1996 at 10:00, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Pretoria West, at 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria:

Erf 142, in the Township of Proclamation Hill, Registration Division JR, Transvaal, measuring 1 164 square metres, held by virtue of Deed of Transfer T75677/91, known as 616 Church Street West, Proclamation Hill, Pretoria.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A dwelling with iron roof consisting of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, toilet. Outbuildings consist of a garage and toilet.

Dated at Pretoria on this the 1st day of October 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 HA2762.)

Case No. 24110/95  
PH 388

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MBEKI, MIRIAM PATSANZA, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 9 St Giles Street, Kensington B, Randburg, on Friday, 1 November 1996 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale at 10 Conduit Street, Kensington B:

*Certain:* Units comprising Sections 102, 104 and 275 and their undivided share in the common property in the Sandhurst Gardens Sectional Title Scheme.

*Area:* 165 (one hundred and sixty-five), 10 (ten) and 17 (seventeen) square metres respectively.

*Situation:* C101 Sandhurst Gardens, Fredman Drive, Sandhurst, Sandton.

*Improvements* (not guaranteed): A sectional unit consisting of three bedrooms, two bathrooms, kitchen, lounge, balcony and garage.

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

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

Dated at Johannesburg on 26 September 1996.

F. R. J. Jansen, for Jansen—Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ279.)

Case No. 10076/93  
PH 388

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PATEL, BHIKA, 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, 31 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 1990, Lenasia Extension 1 Township, Registration Division IQ, the Province of Gauteng.

*Area:* 496 (four hundred and ninety-six) square metres.

*Situation:* 86 Condor Avenue, Lenasia Extension 1.

*Improvements* (not guaranteed): A house consisting of five bedrooms, two bathrooms, kitchen, lounge, dining-room 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 27 September 1996.

F. R. J. Jansen, for Jansen—Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1890.)

Case No. 16612/96  
PH 388

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and QANDA, LINDIWE PATIENCE, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg, on Thursday, 31 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 536, Winchester Hills Extension 1 Township, Registration Division IR, Province of Gauteng, area 1 338 (one thousand three hundred and thirty-eight) square metres, situated at 42 Swartgoud Street, Winchester Hills Extension 1.

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

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 (thirty thousand rand) 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 September 1996.

F. R. J. Jansen, for Jansen—Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1689.)

Case No. 16611/96  
PH 388

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NKOSI, DHEPHO LUKA, First Defendant, and NKOSI, PATIENCE, 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, 31 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 Portion 1 of Erf 1120, Mulbarton Extension 3 Township, Registration Division IR, Province of Gauteng, area 1 000 (one thousand) square metres, situated at 6 Dalbini Drive, Mulbarton Extension 3.

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

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 (thirty thousand rand) 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 September 1996.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1690.)

**Case No. 11058/96  
PH 388**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and COETZEE, SHAUNE ADAM, First Defendant, and COETZEE, LYETT, 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, 9 Elna Randhof Building, corner of Selkrik and Blairgowrie Drives, Randburg, on Tuesday, 29 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 consisting of Section 7 and exclusive use areas Parking P7, Parking P8 and Garden G7 and their undivided share in the common property in the Mount Arthur Sectional Title Scheme, area 193 (one hundred and ninety-three), 38 (thirty-eight), 19 (nineteen) and 184 (one hundred and eighty-four) square metres, situated at Unit 7, Mount Arthur, Countesses Avenue, Windsor.

*Improvements* (not guaranteed): A sectional title unit consisting of three bedrooms, two and a half bathrooms, kitchen, lounge and dining-room.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 (thirty thousand rand) 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 25 September 1996.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1541.)

**Case No. 5338/95**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and AGNES BUSISIWE MADONSELA, First Defendant, and VUSI EPHRAIM NGWENYA, Second Defendant**

Notice is hereby given that on 1 November 1996 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, pursuant to a judgment in this matter granted by the above Honourable Court on 8 May 1995, namely:

Certain Erf 18369, Tsakane Extension 8, Registration Division IR, Province of Gauteng, situated at 18369 Tsakane Extension 8, Brakpan.

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, Brakpan, 439 Prince George Avenue, Brakpan.

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

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H03058.)

Case No. 8191/95

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

**In the matter between ABSA BANK LTD (UNITED BANK DIVISION), Plaintiff, and ELIAS GAMBU JELE, First Defendant, and PULENG THERESA JELE, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 8 February 1996 and a warrant of execution issued pursuant thereto, the property listed hereunder will be sold in execution and by public auction, on 7 November 1996 at 10:00, at the property namely:

Certain Erf 1348, Crystal Park Extension 1 Township, situated at 110 Totius Road, Township of Crystal Park, District of Benoni, measuring 851 (eight hundred and fifty-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 an entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms, w.c., 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 26th day of September 1996.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Teixeira/U00517.)

Case No. 8139/96

## 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 JOHAN NGWANE, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 14 August 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 8 November 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 17000, Vosloorus Extension 25 Township, situated on Erf 17000, Vosloorus Extension 25, in the Township of Vosloorus Extension 25, District of Boksburg, measuring 349 (three hundred and forty-nine) 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 the 26th day of September 1996.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00542/Mrs Kok.)

Case No. 8090/96

## 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 LYDIA MOILWWAMATSHIDISO CHABANGU, First Defendant, and THABO JOSEPH LEGODI, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 21 August 1996 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 8 November 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 Site 12598, Vosloorus Extension 23 Township, situated on Stand 12598, Vosloorus Extension 23, in the Township of Vosloorus Extension 23, District of Boksburg, measuring 238 (two hundred and thirty-eight) 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 26th day of September 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00548/Mrs Kok.)

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**Case No. 8088/96**

**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 LESIBA PETROS LANGA, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 15 August 1996 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 8 November 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 427, Vosloorus Extension 2 Township, situated at Erf 427, Vosloorus Extension 2, in the Township of Vosloorus Extension 2, District of Boksburg, measuring 270 (two hundred and seventy) square metres.

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

*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 26th day of September 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00547/Mrs Kok.)

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**Case No. 2683/96**

**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 MANDLA JOHN KHOZA, First Defendant, and CHRISTINAH MATSHIDISO KHOZA, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 21 May 1996 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 8 November 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 17433, Vosloorus Extension 25 Township, situated on Erf 17433, Vosloorus Extension 25, in the Township of Vosloorus Extension 25, District of Boksburg, measuring 294 (two hundred and ninety-four) 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, Boksburg.

Dated at Boksburg on this 26th day of September 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00444/Mrs Kok.)

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, 6403115097008, Eerste Verweerder, en CHRISTA DU PREEZ, 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 59, Brenthurst-uitbreiding 1, Brakpan, bestaande uit 952 (negehoonderd twee-en-vyftig) vierkante meter, met sonering residensieel, in eksekusie verkoop sal word op 15 November 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: baksteen/pleister/verf, dak: sink, omheining: voorafvervaardigde sement, bestaande uit: sitkamer, woonkamer, eetkamer, drie slaapkamers (een hoof), badkamer, kombuis en 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 bougenootskapslening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 28ste dag van September 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. 5488/96

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MASHILE, THEPISANG FREDDIE, Eerste Verweerder, en MASHILE, PAULINA THANDI, Tweede Verweerderes**

Volgens vonnis van die Hof sal per veiling die volgende eiendom op 29 Oktober 1996 om 10:00, verkoop word te Balju, Terrace-gebou, Eaton Terrace 1, New Redruth, Alberton, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 267, Spruit View-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 500 vierkante meter.

Die volgende inligting word sonder enige waarborg verskaf insake verbeteringe: Enkelverdiepingwoonhuis met portaal, sitkamer, eetkamer, gesinskamer, drie slaapkamers, twee badkamers, kombuis en twee motorhuise.

De Villiers Scholtz, Commissionerstraat 130, Johannesburg.

Saak No. 17529/96

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en RADEBE, MAPASEKA SANNA, 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 Prince Georgelaan 439, Brakpan, op 1 November 1996 om 11:00, 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 2284, Tsakane-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, en ook bekend as 2284 Tsakane, Brakpan, groot 260 (twee ses nul) vierkante meter.

*Verbeteringe* (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou:* Drie slaapkamers, badkamer/toilet, sitkamer, eetkamer en kombuis. *Buitegeboue:* Geen. *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 September 1996.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Johannesburg (Posbus 1588). (Tel. 334-2727.) (Verw. Rossouw/cw/04/F5463E.)

Saak No. 4990/96

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en N. T. GONIWE, Verweerder**

As gevolg van 'n vonnis van die Landdroshof te Klerksdorp en 'n lasbrief van eksekusie gedateer 7 Mei 1996, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 1 November 1996 om 09:00, by die kantore van die Balju van die Landdroshof, Orkney, Campionweg 21, Orkney:

Erf 4555, geleë in die dorp Kanana-uitbreiding 3, Registrasieafdeling IP, Noordwes, groot 200 (tweehonderd) vierkante meter.

*Verkoopvoorwaardes:*

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

2. Sonder om dit enigsins te waarborg, is die eiendom verbeter met 'n woonhuis bestaande uit 'n sitkamer, twee slaapkamers, badkamer en kombuis.

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

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

O. P. B. L'Ange, vir L'Ange, De Waal & Freysen, Eerste Verdieping, Ferumhuis, Kockstraat 22, Posbus 59, Klerksdorp.

Case No. 1065/96

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

**In the matter between ABSA BANK LTD (UNITED BANK DIVISION), Plaintiff, and CRAIG PATRICK WARNER, First Defendant, and WENDY ANNE WARNER, Second Defendant, and VALERY WARNER, Third Defendant**

In pursuance of a judgment in the Court for the Magistrate's Court of Benoni on 25 June 1996 and a warrant of execution issued pursuant thereto, the property listed hereunder will be sold in execution and by public auction on 19 November 1996 at 10:00, at the property, namely:

Certain Erf 662, Rynfield Township, situated at 11 Burgers Street, Township of Rynfield, District of Benoni, measuring 2 498 (two thousand four hundred and ninety-eight) 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 an entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms, w.c., kitchen, scullery, double garage, carport, servant's room, w.c. and a flatlet consisting of a lounge/dining-room, bedroom, kitchen, shower and w.c.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court and/or at the offices of Property Mart, 244 Louis Botha Avenue, Pogir Bastion Insurance House, First Floor, Orange Grove.

Dated at Boksburg on this 30th day of September 1996.

Hammond, Pole & Dixon Inc., Attorneys for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Teixeira/U00637.)

Case No. 7614/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CHRISTIAAN FREDERICK PHILLIPUS STROEBEL, First Defendant, and JOELANDI STROEBEL, Second Defendant**

On 1 November 1996 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Portion 6 of Erf 521, Impala Park, Registration Division IR, Province of Gauteng, situated at 49 Fairchild Fields, Impala Park, Boksburg.

*Improvements:* Detached single storey brick residence consisting of three bedrooms, bathroom, kitchen and lounge.

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

2. The purchaser shall pay 10% (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 (fourteen) days of the sale.

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

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

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

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

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

Tuckers Inc., 312 Commissioner Street, Second Permanent Building, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H06071.)

**Saak No. 15171/96**

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

**In die saak tussen NBS BANK LIMITED, Eiser, en GUMEDE, FANO EPHRAIM, Eerste Verweerder, en GUMEDE, THANDEKILE ELEANOR, Tweede Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Leeuwpootstraat 182, Boksburg, op Vrydag, 1 November 1996 om 11:15, van die ondergemelde eiendom van die Verweerders wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Boksburg, voor die verkoping ter insae sal lê:

Sekere Erf 852, Vosloorus Extension 2-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Fano Ephraim Gumede en Thandekile Eleanor Gumede onder Akte van Transport TL14237/1990, bekend as Erf 852, Vosloorus Extension 2, Boksburg, groot 352 vierkante meter.

*Sonering:* Residensieël.

*Spesiale gebruiksvergunninge en voorwaardes:* Geen.

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

*Terme:* 10% (tien persent) van die koopprijs in kontant betaal onmiddellik na afloop van die verkoping, en ten opsigte van die balans betaalbaar teen registrasie van transport moet 'n bank- 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% op die opbrengs van die verkoping tot 'n prys van R30 000 en daarna 3% tot 'n maksimum bedrag van R7 000. Minimum heffing R260.

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

Gedateer te Alberton op hede die 27ste dag van September 1996.

E. Ungerer, vir Klopper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton; Posbus 6, Alberton; p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N56/EU/PP.)

**Saak No. 2946/96**

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

**In die saak tussen NBS BANK LIMITED, Eiser, en NGOBENI HLENGANI PHILLIP, Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Leeuwpootstraat 182, Boksburg, op Vrydag, 1 November 1996 om 11:15, van die ondergemelde eiendom van die Verweerder wat deur die Balju gelees sal word ten tye van die verkoping, en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Boksburg, voor die verkoping ter insae sal lê:

Sekere Erf 385, Vosloorus Extension 2-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Hlengani Phillip Ngobeni onder Akte van Transport TL44184/1987, bekend as Erf 385, Vosloorus Extension 2, Boksburg, groot 270 vierkante meter.



*Sonering:* Residensieël.

*Spesiale gebruiksvergunninge en voorwaardes:* Geen.

*Verbeterings:* Hoofgebou bestaande uit teëldak met gepleisterde mure, bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer en toilet. *Buitegeboue:* Verandah en 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- 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% op die opbrengs van die verkoping tot 'n prys van R30 000 en daarna 3% tot 'n maksimum bedrag van R7 000. Minimum heffing R260.

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

Gedaëer te Alberton op hede die 27ste dag van September 1996.

E. Ungerer, vir Klopper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton; Posbus 6, Alberton; p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N6/EU/PP.)

**Case No. 6734/96**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SHANE MARCUS LUTTIG, First Defendant, and  
HESTER SOPHIA LUTTIG, Second Defendant**

Notice is hereby given that on 1 November 1996 at 11:15, the undermentioned property will be sold by public auction at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, pursuant to a judgment in this matter granted by the above Honourable Court on 29 April 1996, namely:

Certain Erf 228, Impalapak, Registration Division IR, Province of Gauteng, situated at 3 Allouette Street, Impalapak, Boksburg.

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 bathrooms, kitchen, lounge and dining-room.

The full conditions of sale may be inspected at the offices of the Sheriff, Boksburg.

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

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H09183.)

**Saak No. 61982/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen NBS BANK LIMITED, Eiser, en BANGISITA BERNARD MKHONDO, Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 11 September 1996, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Sentraal te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder op 12 November 1996 om 10:00:

Deel 25 soos getoon en meer volledig omskryf op Deelplan SS1170/95 in die skema bekend as Unipark ten opsigte van die grond en gebou of geboue geleë te Arcadia-dorpsgebied, Plaaslike Owerheid, Stadsraad van Pretoria, groot 72 (twee-ensewentig) vierkante meter (beter bekend as Uniparkwoonstelle 201, Arcadiastraat, 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: Een en 'n halwe slaapkamerwoning met sit/eetkamer, kombuis, badkamer en parking.

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

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

Geteken te Pretoria op hierdie 1ste dag van Oktober 1996.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs., Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR68144.)

**Saak No. 60290/96**

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

**In die saak tussen NBS BANK LIMITED, Eiser, en JOHN JACOBSON, ID 6805185101082, Eerste Verweerder, en PENELOPE JACOBSON, ID 6911090193089, Tweede Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 2 September 1996, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Sentraal te N. G. Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder op 12 November 1996 om 10:00:

Deel 58 soos getoon en meer volledig beskryf op Deelplan SS356/94 in die skema bekend as Inni-vlei ten opsigte van die grond en gebou of geboue geleë te Kilnerpark-dorpsgebied, Plaaslike Owerheid, Stadsraad van Pretoria, groot 66 (ses-en-sestig) vierkante meter [beter bekend as Inni-vlei 62 (Vleiloerie), Wilkenstraat 22, Kilnerpark].

**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: Duplekswoning met twee slaapkamers, badkamer, sit/eetkamer, kombuis met tuintjie en motorafdek.

3. **Terme:** 10% van die koopprys onmiddellik by aangaan van die koop en die volle balans plus rente soos vervat in die Eksekusielasbrief, en in die geval en 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 1ste dag van Oktober 1996.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs., Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR68142.)

**Saak No. 4645/95**

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

**In die saak tussen TELEVONIC (PTY) LTD, Eiser, en SEPHUMA SIMON MAPHEPA, Verweerder**

Ter uitvoerlegging van 'n vonnis van die Landdros van Pietersburg, toegestaan op 23 Junie 1995, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 20 November 1996 om 14:00, te die Landdroskantoor, Seshego, aan die hoogste bieder, naamlik:

Standplaas 1015, Eenheid 8, geleë in die dorpsgebied Seshego, in die distrik Seshego, groot 747 (sewe vier sewe) vierkante meter, gehou kragtens Grondbrief 1707/90. Standplaas 4033, Eenheid G, geleë in die dorpsgebied Seshego, in die distrik Seshego, groot 557 (vyf vyf sewe) vierkante meter, gehou kragtens Grondbrief 1561/87.

**Voorwaardes:**

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, Wet No. 32 van 1944, en die reëls daar- onder uitgevaardig, die voorwaardes bevat in die Akte van Transport 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.

3. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantore van die Balju, Seshego, Hans van Rensburgstraat 68, Pietersburg, gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveel word.

Geteken te Pietersburg op die 26ste dag van September 1996.

L. J. G. Jansen, vir Jansen Kampherbeek & Twine, Rabestraat 26A, Posbus 44, Pietersburg, 0700. (Verw. Louw Jansen/jf/LT0007.)

Saak No. 71398/93

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

**In die saak tussen RAAD OP PLAASLIKE BESTUURSAANGELEENTHEDE, Eiser, en MARTHINUS JACOBUS DE JAGER, Verweerder**

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 26 Januarie 1996, sal die hierondervermelde eiendom geregtelik verkoop word op 13 November 1996 om 08:30, te Landdroskantoor, Voortrekkerstraat, Lydenburg, aan wie die hoogste aanbod maak:

Erf 70, Ohrigstad, Registrasieafdeling KT, Mpumalanga, groot 1 531 vierkante meter, gehou kragtens Akte van Transport T9253/1983, ook bekend as Abel Erasmusstraat 70, Ohrigstad.

Volgens inligting wat Eiser kon bekom is gesegde eiendom soneer vir woondoeleindes in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborge word egter verstrekk nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping geplaas word, lê ter insae te die kantore van die Balju, Lydenburg. 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 verstrekk word.

2. Die koper moet die afslaersgelde op die dag van die verkoping betaal teen 4% (vier persent) van die totale koopprys plus BTW daarop.

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

C. J. van der Merwe, vir Van der Merwe Prokureurs, Tulleenstraat 27, Berea, Pretoria. (Verw. mnr. V. d. Merwe/AVDM.)

Case No. 15916/96  
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 MAKHUBU, FRANK SIPHO, First Execution Debtor, and MAKHANYA, ROSEMARY PINKIE, 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 31 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 South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Erf 1216, situated in the Township of Mondeor, Registration Division IR, Transvaal, being 326 Delomone Road, Mondeor, measuring 1 783 (one thousand seven 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 iron roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom/w.c., two w.c.'s/shower, entrance hall, study, laundry with outbuildings with similar construction comprising of garage.

Dated at Johannesburg this 4th day of September 1996.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cvdr/M1840.)

Case No. 3955/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and RAMANA NARSIMULU NAIDU, First Defendant, and JENNIFER IDERANIE NAIDU, Second Defendant**

On 8 November 1996 at 15:00, a public auction will be held at 66 Fourth Street, Springs, at which the Deputy of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendants' certain Erf 792, Bakerton Extension 4 Township, Registration Division IR, Province of Gauteng, situated at 70 Teabush Street, Bakerton, Payneville, measuring 605 (six hundred and five) square metres.

*Improvements* (these improvements are not warranted to be correct and are not guaranteed): A dwelling consisting of lounge, dining-room, three bedrooms, kitchen, bathroom and toilet. (Brick building with tiled roof).



*The 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, substitution therefor and subject thereto, the property shall be sold voetstoots to the highest bidder.

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18,25% (eighteen comma two five per centum) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R1 000 (one thousand rand) (whichever is the greater) together with Sheriff's commission and 14% (fourteen per centum) VAT immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Alberton this the 26th day of September 1996.

B. L. du Plessis, for Bernard L. du Plessis, c/o Charles Sherman, Levin & Prosser Inc., Seventh Floor, Standard Bank Arcade, corner of Third Avenue and Fourth Street, Springs, 1560. [Tel. (011) 907-1216.] (Ref. Mr Du Plessis/SB/20091.)

**Case No. 5115/96**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON**

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and WILLEM JACOBUS VAN DEN BERG,  
First Defendant, and DELNA VAN DEN BERG, Second Defendant**

On 13 November 1996 at 10:00, a public auction will be held at Johriahof, 4 Du Plessis Road, Florentia, Alberton, at which the Deputy of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendants' certain Erf 1813, Albertsdal Extension 6 Township, Registration Division IR, Province of Gauteng, situated at 24 Strydpoort Avenue, Albertsdal, Alberton, measuring 945 (nine hundred and forty-five) square metres.

*Improvements* (these improvements are not warranted to be correct and are not guaranteed): An iron roof dwelling consisting of lounge, dining-room, three bedrooms, kitchen, bathroom and toilet. *Outbuildings*: Double garage and precast fencing.

*The 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, substitution therefor and subject thereto, the property shall be sold voetstoots to the highest bidder.

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 20,25% (twenty comma two five per centum) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R1 000 (one thousand rand) (whichever is the greater) together with Sheriff's commission and 14% (fourteen per centum) VAT immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Alberton this the 27th day of September 1996.

B. L. du Plessis, for Bernard L. du Plessis, 100 Marwik Centre, 17 Fore Street, New Redruth, Alberton, 1450. [Tel. (011) 907-1216.] (Ref. Mr Du Plessis/SB/20951.)



Case No. 751/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PETRUS LAFRAS VAN ASWEGEN, First Defendant, and WANDA VAN ASWEGEN, Second Defendant**

On 31 October 1996 at 10:00, a public auction will be held at the Sheriff's Office, 51 Loch Street, Meyerton, at which the Deputy of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendants' certain Erf 58, Golf Park Township, Registration Division IR, Province of Gauteng, situated at 5 Sipres Street, Golf Park, Meyerton, measuring 1 190 (one thousand one hundred and ninety) square metres.

*Improvements:* (these improvements are not warranted to be correct and are not guaranteed): A dwelling consisting of a zinc roof, lounge, dining-room, four bedrooms, kitchen, two bathrooms and toilets. *Outbuildings:* Double garage and brick fencing.

*The material conditions of sale are:*

1. The sale shall, in all respect be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder.

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18,25% (eighteen comma two five per centum) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R1 000 (one thousand rand) (whichever is the greater) together with Sheriff's commission and 14% (fourteen per centum) VAT immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person's as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Alberton this the 27th day of September 1996.

B. L. du Plessis, for Bernard L. du Plessis, c/o Jonker Smit Inc., Fenton Street, Meyerton. [Tel. (011) 907-1216.] (Ref. Mr Du Plessis/SB/20337.)

Case No. 11328/95

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

**In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, Plaintiff, and ADOLF PHILIP HELMER, Defendant**

On 5 November 1996 at 14:30, a public auction will be held at Magistrate's Offices, Randburg, at which the Deputy of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendants' certain Portion 1 of Holding 195, Glen Austin Agricultural Holdings, also known as 195 Donovan Road, Glen Austin Agricultural Holdings, Midrand, measuring 8 565 (eight thousand, five hundred and sixty-five) square metres.

*Improvements* (these improvements are not warranted to be correct and are not guaranteed): A dwelling consisting of lounge, dining-room, three bedrooms, kitchen, laundry, two bathrooms, toilet and shower. *Outbuildings:* Two garages, servants' quarters and store-room.

*The material conditions of sale are:*

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder.

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 19% (nineteen per centum) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R1 000 (one thousand rand) (whichever is the greater) together with Sheriff's commission and 14% (fourteen per centum) VAT immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person's as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Alberton this the 26th day of September 1996.

B. L. du Plessis, for Bernard L. du Plessis, c/o Neels Engelbrecht, Unit 2, Appian Place, 373 Kent Avenue, Randburg, 2194. (Ref. Mr Du Plessis/SB/17929.)

Case No. 6390/96

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

**In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, Plaintiff, and ABRAM JACOBUS BYLEVELD, First Defendant, and IVANCA ALMA BYLEVELD, Second Defendant**

On 8 November 1996 at 15:00, a public auction will be held at 66 Fourth Street, Springs, at which the Deputy of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendants' certain Erf 1486, Selection Park Township, also known as 17 Hills Street, Selection Park, Springs, measuring 1 015 (one thousand and fifteen) square metres.

*Improvements* (these improvements are not warranted to be correct and are not guaranteed): An iron roof brick dwelling consisting of lounge, three bedrooms, kitchen, pantry, bathroom and toilet, built-in stoep. *Outbuildings*: Garage, servant's room and toilet.

*The material conditions of sale are:*

1. The sale shall, in all respect be governed by the Magistrates' Courts Act, 1944 and the rules made thereunder or any amendment thereof substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder.

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 20,25% (twenty comma two five per centum) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R1 000 (one thousand rand) (whichever is the greater) together with Sheriff's commission and 14% (fourteen per centum) VAT immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person's as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Alberton this the 26th day of September 1996.

B. L. du Plessis, for Bernard L. du Plessis, c/o Charles Sherman, Levin & Prosser Inc., Seventh Floor, Standard Bank Arcade, corner of Third Avenue and Fourth Street, Springs, 1560. (Ref. Mr Du Plessis/SB/20760.)

Case No. 3161/92

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CHARLES ROBERT BARNETT, Defendant**

On 13 November 1996 at 10:00, a public auction will be held at Johriahof, 4 Du Plessis Road, Florentia, Alberton, at which the Deputy of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendants' right, title and interest in certain Portion 1 of Lot 385, Alberton, also known as 43A Fourth Avenue, Alberton North, measuring 490 (four hundred and ninety) square metres.

*Improvements* (these improvements are not warranted to be correct and are not guaranteed): A residence consisting of three bedrooms, bathroom, kitchen, lounge, dining-room and garage.

*The material conditions of sale are:*

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944 and the rules made thereunder or any amendment thereof substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder.

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 28% (twenty-eight per centum) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price or R1 000 (one thousand rand) (whichever is the greater) together with Sheriff's commission and 14% (fourteen per centum) VAT immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person's as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Alberton this the 1st day of October 1996.

B. L. du Plessis, for Bernard L. du Plessis, 100 Marwik Centre, 17 Fore Street, New Redruth, Alberton, 1450. (Ref. Mr Du Plessis/CK/18435.)

**Case No. 13927/96**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and MIHAJLOVIC, ZIVOJIN, First Defendant, and  
MIHAJLOVIC, BILJANA, Second Defendant**

A sale without reserve will be held at the Sheriff's Office, 131 Marshall Street, Johannesburg, on Thursday, 31 October 1996 at 10:00, of the undermentioned property, on conditions which may be inspected at the offices of the Sheriff, prior to the sale:

Remaining Extent of Erf 168, Bramley Township, Registration Division IR, Gauteng, measuring 1 487 square metres, held by virtue of Deed of Transfer T61312/1995, situated at 86 Eden Road, Bramley, and consisting of an entrance hall, lounge, dining-room, family room, four bedrooms, two bathrooms, kitchen, breakfast room, double garage, two servants' quarters and bathroom/shower/w.c. 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's commission payable by the purchaser on date of sale.

Dated at Johannesburg on the 26th day of September 1996.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.)

**Saak No. 14718/96**

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

**In die saak tussen SAAMBOU BANK BPK., Eksekusie Eiser, en JANSE VAN VUUREN, FRANS THOMAS,  
Eerste Eksekusie Verweerder, en JANSE VAN VUUREN, ANNA LOUISA, Tweede Eksekusie Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word ten kantore van die Balju, Hooggeregshof, Johannesburg, te Marshallstraat 131, Johannesburg, op 7 November 1996 at 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, Hooggeregshof, Johannesburg, voor die verkoping ter insae sal lê:

Sekere Erf 772, Triomf, groot 495 (vierhonderd vyf-en-negentig) vierkante meter, geleë te Meyerstraat 78, Triomf, Johannesburg.



Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee kan word nie, bestaande uit: *Hoofgebou*: Sitkamer, drie slaapkamers, badkamer en kombuis. *Buitegeboue*: Motorhuis.

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

Kok & Hendrikse, Eiser se Prokureurs, Sesde Verdieping, Nedbank Corner, Jorissenstraat 86, Braamfontein. (Tel. 403-2258.) (Verw. mnr. Du Plessis/pm/S1761.)

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 25 October 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 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 Avenues, Bethal.

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

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

Case No. 11525/94  
PH 376

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

**In the matter between NBS BANK LIMITED, Plaintiff, and STEVENS-KING, DIANE, First Defendant, and STEVENS-KING, DAVID PATRICK, Second Defendant**

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the property listed hereunder will be sold in execution on Friday, 1 November 1996 at 10:00, at 9 St Giles Street, Kensington B, to the highest bidder:

Portion 1 of Holding 57, Kyalami Agricultural Holdings, Registration Division JR, Transvaal, measuring 1 000 (one) hectare, held by Deed of Transfer T40910/92 Physical address; Corner of Pine and Main Roads, Kyalami Agricultural Holdings.

No warranty or undertaking is given in relation to the nature of the property, which is described as follows: *Main building*: Single storey, brick and painted plaster walls, thatch roof, fitted carpets and ceramic tiles, lounge, dining-room, kitchen, two bedrooms, bathroom, w.c. and walk in cupboards. *Additional features*: Fenced with gates.

The material terms of the sale are:

1. The sale will be held by public auction and without reserve and will be voetstoots.
2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Supreme Court's offices; 10 Conduit Street, Kensington B.
3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and value-added tax.
4. The purchase price shall be paid as to a deposit of 10% (ten per cent) thereof, together with the auction charges of the Sheriff of the Supreme Court and value-added tax (if applicable), both immediately after the sale, in cash or bank guaranteed cheque, and the unpaid balance of the purchase price together with interest at the rate of 20,25% (twenty point two five per cent) per annum subject to variation in terms of the rates charged by the Plaintiff from time to time from the date of sale to date of payment, on the preferent creditor's claims to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from date of sale.
5. The property shall be sold subject to any existing tenancy.
6. Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Plaintiff, the deposit referred to in 4 above, without prejudice to any claim against him for damages, alternatively to enforce the sale.

Signed at Woodmead on this 27th day of September 1996.

Garry Hertzberg Dewey & Partners, Hertzberg Place, Cedarwood Office Park, Mount Lebanon Road (off Western Service), Woodmead; P.O. Box 784740, Sandton, 2146; c/o Margolis & Associates, 3 St Peter Road, Houghton Estate, Johannesburg. (Tel. 802-1423.) (Ref. Mr W. Fullard/lmcm.)



Case No. 17128/96  
PH 222IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between CITY OF JOHANNESBURG PENSION FUND, Plaintiff, and PHAKATHI, FOSELINA RICHARD, 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, 31 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 1640, Protea Glen Extension 1 Township, Registration Division IQ, Transvaal, measuring 216 (two hundred and sixteen) square metres, held under certificate of ownership TE49952/1992 and situated at 1640 Protea Glen 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 lounge, kitchen, two bedrooms and bathroom.

**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% (nineteen 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 this 11th day of September 1996.

Moodie & Robertson, Attorneys for Plaintiff, Ninth Floor, Total House, 209 Smit Street, Braamfontein; P.O. Box 4685, Johannesburg, 2000. (Tel. 807-6046/7.) (Ref. Mr Johnson/J94361.)

Case No. 17296/96  
PH 222IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and LE BATTIE, BENJAMIN DOUGLAS, First Defendant, and LE BATTIE, CATHERINE ROSE, 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, 31 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 243, Naturena Township, Registration Division IQ, Transvaal, measuring 1 126 (one thousand one hundred and twenty six) square metres, held under Deed of Transfer T25992/1993 and situated at 23 Marguerite Crescent, Naturena, Johannesburg, zoned Residential, hereinafter referred to as the property.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey residential building of brick walls and tiled roof, consisting of lounge, family room, entrance hall, loft room, dining-room, kitchen, three bedrooms, two bathrooms, two showers and two w.c.'s. **Outbuildings:** Consist of two garages, store-room, w.c. and swimming-pool. The boundary has brick walls.

**Terms:**

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates, taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% (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 21,25% (twenty one comma two five per cent) per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

*Conditions:* The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

Dated at Johannesburg on this 17th day of September 1996.

Moodie & Robertson, Attorneys for Plaintiff, Ninth Floor, Total House, 209 Smit Street, Braamfontein; P.O. Box 4685, Johannesburg, 2000. (Tel. 807-6046/7.) (Ref. Mr Johnson/N87697).

Case No. 3355/96  
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 WILKINS, CLIVE GERARD, First Defendant, and WEBB, CHERYL DIANE, 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, 131 Marshall Street, Johannesburg, on Thursday, 31 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 143, Mulbarton Township, Registration Division IR, Transvaal, measuring 1 171 (one thousand one hundred and seventy-one) square metres, held under Deed of Transfer T40096/1992, and situated at 4 Elstree Avenue, Mulbarton, Johannesburg, zoned Residential (hereinafter referred to as "the property").

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey residential building of brick walls, and tiled roof. Consisting of a lounge, family room, bar area, dining-room, kitchen, three bedrooms, two bathrooms, one shower, two w.c.'s. Outbuildings consist of a garage, carport, servant's quarters, storeroom, w.c. and a swimming-pool. There is a flatlet with bedroom, kitchen, shower, w.c. The boundary has brick walls.

*Terms:* (a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a Clearance Certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% (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 20,25% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

*Conditions:* The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

Dated at Johannesburg on this 18th day of September 1996.

Moodie & Robertson, Attorneys for Plaintiff, Ninth Floor, 209 Smit Street, Total House, Braamfontein; P.O. Box 4685, Johannesburg, 2000. (Tel. 807-6046/7.) (Ref. Mr. Johnson/N94033.)

Case No. 17695/96  
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 COCHRANE, RICHARD HENRY, First Defendant, and COCHRANE, CAROL ANNE, 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, 131 Marshall Street, Johannesburg, on Thursday, 31 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 22, Linmeyer Township, Registration Division IR, Transvaal, measuring 793 (seven hundred and ninety-three) square metres, held under Deed of Transfer T21032/1991, and situated at 119 Risi Avenue, Linmeyer, Johannesburg, zoned Residential (hereinafter referred to as "the property").

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single-storey residential building of brick walls and tiled roof. Consisting of a lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, three w.c.'s. Outbuildings consist of a carport, servant's quarter, w.c., bath and laundry.

**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 20,25% per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's Attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

**Conditions:** The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 131 Marshall Street, Johannesburg.

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

Moodie & Robertson, Attorneys for Plaintiff, Nineth Floor, 209 Smit Street, Total House, Braamfontein; P.O. Box 4685, Johannesburg, 2000. (Tel. 807-6046/7.) (Ref. Mr. Johnson/N86966.)

**Case No. 14168/93  
PH 261**

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LTD, Execution Creditor, and  
RABBIE KENNEDY CHAWINGA, Execution Debtor**

1. On Friday, 25 October 1996 at 10:00, in front of the Magistrate's Court, Fox Street Entrance, Johannesburg, the under-mentioned property will be sold in execution of a judgment obtained in the above matter on 23 March 1993.

Section 14, being Flat 304, Annper Heights, 44 Catherine Avenue, Berea, Johannesburg ("the property"), measuring 81 square metres, held under Sectional Title ST37925/1991.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Lounge-cum-dining-room, bedroom, kitchen and complete bathroom.

2. The conditions to be read out by the auctioneer at the time of the sale will lie for inspection prior to the sale at the offices of the Sheriff of the Magistrate's Court, Johannesburg Central, 131 Marshall Street, Johannesburg.

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

4. Auctioneer's charges, payable on the date of sale to be 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rands) and thereafter 3% (three per cent) up to a maximum of R6 000 (six thousand rands). Minimum charge of R200 (two hundred rands).

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

Ivor Trakman & Partners, Execution Creditor's Attorneys, 9 West Street, Houghton, 2198, Johannesburg. (Tel. 728-6666.) (Fax. 728-2891.) (Ref. Mr. D. Trakman/PT.)

**Case No. 17564/96**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and VAN GREUNING, ERNS PHILLIPUS, 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, Germiston South, at United Building, Third Floor, 177 President Street, Germiston, on Monday, 28 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 25, of Erf 148, Klippoortjie Agricultural Lots Township, Registration Division IR, Province of Gauteng, situation 2 Pieter Raath Avenue, Lambton, Klippoortjie Agricultural Lots, area 991 (nine hundred and ninety-one) square metres.



*Improvements* (not guaranteed): Three bedrooms, one and a half bathrooms and three other rooms.

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

Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this the 16th day of September 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N7391E/mgh/tf.)

Case No. 13460/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CHRISTIAN, TOMMY, 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, at 131 Marshall Street, Johannesburg, on Thursday, 31 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) Erf 2215, Newlands (Johannesburg) Township, Registration Division IQ, Transvaal.

(2) Erf 2216, Newlands (Johannesburg) Township, Registration Division IQ, Transvaal.

*Situation:* 21 Oosthuizen Street, Newlands.

*Area:* (1) 495 (four hundred and ninety-five) square metres.

(2) 495 (four hundred and ninety-five) square metres.

*Improvements* (not guaranteed): Three bedrooms, bathroom and four other rooms.

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

Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of 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 25th day of September 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4340E/mgh/tf.)

Case No. 03714/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and RANGWANASHA, JOHANNES THABO, 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, 31 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 19071, Meadowlands Township, Registration Division IQ, Transvaal, situation 535B Zone 3, Meadowlands, area 294 (two hundred and ninety-four) square metres.

*Improvements* (not guaranteed): Lounge, two bedrooms, kitchen and garage.

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

Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 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 September 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. OZ133E/mgh.)



Case No. 18390/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and VAN DER WALT, LOUIS JOHN, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 31 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 16, as shown and more fully described on Sectional Plan SS183/1992, in the scheme known as Fraserberg, in respect of the land and building or buildings situated at Kenilworth Township, in the area of the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area, according to the said sectional plan, is 56 (fifty-six) 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.

3. An exclusive use area described as Parking 1, measuring 12 (twelve) square metres, being as such part of the common property, comprising the land and the scheme known as Fraserberg, in respect of the land and building or buildings situated at Kenilworth Township, in the area of the Greater Johannesburg Transitional Metropolitan Council, as shown and more fully described on Sectional Plan SS183/1992.

*Situation:* Flat 202, Fraserberg, 134 Fraser Street, Kenilworth.

*Improvements* (not guaranteed): Bedroom, bathroom, three other rooms and parking bay.

*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 19th day of September 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N4781E/mgh/tf.)

Case No. 00691/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SHMUKLER-TICHKO, MARK, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 131 Marshall Street, Johannesburg, on Thursday, 31 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 496, Regent's Park Estate Township, Registration Division IR, Transvaal.

*Situation:* 27 Edward Street, Regent's Park Estate, Johannesburg.

*Area:* 495 (four hundred and ninety-five) square metres.

*Improvements* (not guaranteed): Three bedrooms, bathroom and three reception areas.

*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 19th day of September 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. NQ152E/mgh/tf.)

Case No. 14352/89

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOGOTLANE, MATSOBANE JOHN, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 31 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 444, Leboeng Township, Registration Division IR, Transvaal.

*Situation:* Erf 444, Leboeng, Tembisa.

*Area:* 262 (two hundred and sixty-two) square metres.

*Improvements* (not guaranteed): Two bedrooms, bathroom, kitchen and lounge.

*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 20th day of September 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N4172E/mgh/tf.)

Case No. 14316/89

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOGOATLHE, TREVOR HUDDLESTON, Defendant**

In execution of a judgement 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, Kempton Park, at 8 Park Street, Kempton Park, on Thursday, 31 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 for residential purposes in respect of Erf 400, Tembisa Extension 1 Township, Registration Division JR, Transvaal, situated at Erf 400, Tembisa Extension 1, area 315 (three hundred and fifteen) square metres.

*Improvements* (not guaranteed): Three bedrooms, bathroom and two other rooms.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

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

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N8114E/mgh/tf.)

Case No. 12402/92

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and RENSBURG, GEORGE CHRISTOPHER, Defendant**

In execution of a judgement 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, Vereeniging, 28 Kruger Avenue, Vereeniging, on Thursday, 31 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 3858, Ennerdale Extension 5 Township, Registration Division IQ, Transvaal, situated at 19 Agaat Street, Ennerdale Extension 5, area 263 (two 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 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 September 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. OZ122E/mgh.)

**Saak No. 3502/95**

**IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**  
(Transvaalse Provinsiale Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en JACOBUS GORDON GEERINGH, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 19 April 1995 en ten uitvoering van 'n lasbrief tot uitwinning, sal die Balju van die Hooggeregshof, Vanderbijlpark, op 25 Oktober 1996 om 10:00, te die Hoofingang van die Landdroskantoor, Generaal Hertzogstraat, Vanderbijlpark, verkoop:

1. Hoewe 248, Vaalview-landbouhoewes, Registrasieafdeling IQ, provinsie Gauteng, gehou deur Verweerder kragtens Akte van Transport T5045/1987, groot 2,1437 (twee komma een vier drie sewe) hektaar.

Die volgende besonderhede word verskaf met betrekking tot verbeterings aangebring op die eiendom, maar geen waarborg kan verskaf word in verband daarmee nie: Netjiese bewerkte plot, gevestigde grasperke en tuin onder besproeiing.

Gepleisterde baksteen onder teëldak woning, bestaande uit groot sit- en woonkamer, eetkamer, middelvlak-onthaalarea, ten volle toegeruste moderne kombuis, spens, gang, gastetoilet, studeerkamer, waskamer, vol badkamer, twee slaapkamers met ingeboude kaste, plus hoofslaapkamer en suite en aantrekkamer.

Swembad met buite onthaalarea onderdak, drie motorhuise en bediendetoilet.

Woonstel bestaande uit kombuis, sit-eetkamer, hoofslaapkamer met vol badkamer, twee slaapkamers, waskamer en toilet.

Oop staalskuur, werkswinkel, hoenderhokke en bediendehuise.

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 die 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 Suite C, Rietbokgebou, Generaal Hertzogstraat 5, Vanderbijlpark.

Geteken te Pretoria op hierdie 3de dag van Oktober 1996.

Van Zyl Le Roux & Hurter Ingelyf, Prokureurs vir Eiser, Tweede Verdieping, Kerkplein 38, Kerkplein, Pretoria. (Tel. 323-0500.) (Verw. mnr Hurter/WB/116155.)

**Case No. 58519/96**

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

**In the matter between NBS BANK LIMITED, Plaintiff, and ANDRIES GERRIT HENDRIK DU PREEZ, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 30 August 1996 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court, at Fehrs Avenue Centre, 130A Struben Street, Pretoria, on 6 November 1996 at 10:00, to the highest bidder:

Certain Portion 2 of Erf 424, situated in the Township of Lynnwood Ridge Extension 2, Registration Division JR, Province of Gauteng, measuring 735 square metres, situated at 254 Lizjohn Street, Lynnwood Ridge, Pretoria.

*Terms and conditions:*

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

*Description of property:* Dwelling: Lounge, dining-room, study, kitchen, pantry, entrance, TV room, dressing-room, three bedrooms, two bathrooms, two showers and three w.c.'s. *Outbuildings:* Double garage, servant's room, toilet and bathroom, laundry, brick walls, security gates, steps, swimming-pool, patio and pavings.



**Payment:** The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.

**Conditions:** The full conditions of sale may be inspected at the Sheriff's Offices at Pretoria East, Fehrs Avenue Centre, 130A Struben Street, Pretoria.

Dated at Pretoria on the 2nd day of October 1996.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane; P.O. Box 196 and 6290, Pretoria, 0001. (Tel. 328-5847/326-2156.) (Ref. KB/N2164.)

Case No. 14416/96  
PH 136

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
BAROS, MANUEL, 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, Vereeniging, at the offices of De Klerk Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 31 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, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Overvaal Building, 28 Kruger Avenue, Vereeniging:

Portion 96 of Erf 5399, Ennerdale Extension 9 Township, Registration Division IQ, Province of Gauteng, situated at 7 Geduld Street, Ennerdale Extension 9, measuring 425 (four hundred and twenty-five) square metres, held under Deed of Transfer T33175/95.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Main building:* Kitchen, lounge, dining-room, bathroom and three bedrooms.

*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, 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:* 26 September 1996.

C. B. McEwan, Plaintiff's Attorney, Office 100, Ground Floor, Klerck and Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/20B782.)

Case No. 36468/96

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and JOHANNA DORETHEA PETRONELLA DIEDERIKS,  
Defendant**

A sale will be held at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 31 October 1996 at 10:00:

Portion 7 of Erf 3266, in the Township of Elandsport, Registration Division JR, Province of Gauteng, measuring 400 square metres, known as 5 Asemskep Place, Elandsport.

Particulars are not guaranteed: *Dwelling:* Lounge, dining-room, kitchen, two bedrooms, bathroom, staffroom, garage and toilet.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311 x 8427.) (Ref. M03611/JA/mo.)

Case No. 36385/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and GUSTAVUS ADOLPH GREEFF, First Defendant, and  
CORNELIA SUSARAH GREEFF, Second Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 11 September 1996 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort, (just north of Sasko Mills, Old Warmbaths Road, Bon Accord), on 8 November 1996 at 11:00, to the highest bidder:

Certain Erf 3659, situated in the Township of Doornpoort Extension 33, Registration Division JR, Province of Gauteng, measuring 487 (four hundred and eighty-seven) square metres, situated at 365 corner of Vlas and Marakana Streets, Doornpoort Extension 33.



**Terms and conditions:**

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed there under and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

*Description of property:* Dwelling, lounge, dining-room, kitchen, two bedrooms, bathroom, toilet, back and front patio and stoep. *Outbuildings:* Double carport and courtyard.

*Payment:* The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.

*Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Dated at Pretoria on 2 October 1996.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane (P.O. Box 196 and 6290), Pretoria, 0001. (Tel. 328-5847/326-2156.) (Ref. KB/N2046.)

**Saak No. 11128/96****IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Witwatersrand Plaaslike Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en WRIGHT, WALTER VICTOR, 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 St Gilesstraat 9, Kensington B, op 1 November 1996 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Gedeelte 1 van Erf 241, Sandown-uitbreiding 24-dorpsgebied, Registrasieafdeling IR, Transvaal, en ook bekend as Adriennestraat 27A, Sandown-uitbreiding 24, grootte 2 570 (twee vyf sewe nul) vierkante meter.

*Verbeteringe* (geen waarborg in verband daarmee word gegee nie): Bestaan uit die volgende: *Hoofgebou:* Ingangsportaal, sitkamer, eetkamer, familiekamer, drie slaapkamers, badkamer/toilet/stort x 2, toilet, kombuis, sonkamer, spens en opwasvertrek. *Buitegeboue:* Drie motorhuise, toegeboorde patio, twee bediendekamers, badkamer/toilet, kombuis met 'n tuinwoonstel, bestaan uit sitkamer, kombuis, slaapkamer 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 (seweduisend rand). Minimum fooie R260 (tweehonderd en sestig rand).

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

J. J. Rossouw, vir Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstraat, Johannesburg; Posbus 1588. (Tel. 334-2727.) (Verw: Rossouw/cw/04/A8642E.)

**Saak No. 5414/96****IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Witwatersrand Plaaslike Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en TLAKULA, BASANI CAROL FLORAH, Eerste Verweerder, en WALLACE, KIM ZAKHELE, Tweede 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 St Gilesstraat 9, Kensington B, op 1 November 1996 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Conduitstraat 10, Kensington B, voor die verkoping ter insae sal lê:

Sekere Eenheid 50 soos getoon en meer volledig beskryf in Deelplan SS35/95 in die skema bekend as Kildrummy Close, geleë te Paulshof-uitbreiding 18-dorpsgebied, en ook bekend as Woonstel 50, Kildrummy Close, Cliftonweg, Paulshof-uitbreiding 18, grootte 64 (ses vier) vierkante meter.

*Verbeteringe* (geen waarborg in verband daarmee word gegee nie): Bestaan uit die volgende: *Hoofgebou*: Sitkamer, eetkamer, twee slaapkamers, badkamer en toilet. *Buitegeboue*: Motorafdak. *Konstruktueer*: Baksteen met teël.

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

Vendukoste betaalbaar op dag van verkoping, sal as volg bereken word: 5% (vyf persent) op die opbrengs van die verkoping tot 'n bedrag van 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 3de dag van Oktober 1996.

J. N. J. Roets, vir Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstraat, Johannesburg; Posbus 1588. (Tel. 334-2727.) (Verw: Rossouw/cw/04/A8570E.)

Case No. 56962/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and LEONARD SMITH, First Defendant, and  
ILONA CATHY SMITH, Second Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 23 August 1996, and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on 7 November 1996 at 10:00, to the highest bidder:

Certain remaining portion of Portion 1 of Erf 463, situated in the Township of Mountain View, Registration Division JR, Province of Gauteng, measuring 664 square metres, situated at 1155 Mianon Street, Mountain View, Pretoria.

*Terms and conditions:*

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

*Description of property*: Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet.

*Outbuildings*: Garage, servant's room, toilet, concrete walls, paving and courtyard.

*Payment*: The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.

*Conditions*: The full conditions of sale may be inspected at the Sheriff's Offices at Pretoria West, Olivetti Building 607, corner of Schubart and Pretorius Streets, Pretoria.

Dated at Pretoria on the 3rd October 1996.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, P.O. Box 196 and 6290, Pretoria, 0001. (Tel. 328-5847, 326-2156.) (Ref. KB/N2144.)

Case No. 56969/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and MARTHINUS WESSEL DU TOIT, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 18 September 1996, and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 15 November 1996 at 11:00, to the highest bidder:

*Certain:*

(a) Section 1, as shown and more fully described on Sectional Plan SS520/95 in the scheme known as Doorn 24/2236 in respect of the land and building or buildings situated at Doornpoort Extension 6 Township, Central Pretoria Metropolitan Substructure, measuring 131 square metres.

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 61 Ockerneut Crescent, Doornpoort Extension 6.

*Terms and conditions:*

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

*Description of property:* Duet: Lounge, dining-room, kitchen, three bedrooms, one and a half bathroom, shower and two w.c.'s.

*Outbuildings:* Double garage, toilet, garden, parking, concrete walls and brick pavings.

*Payment:* The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.

*Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices at Wonderboom, Portion 83, De Onderstepoort (just north of Sasiko Mills, old Warmbaths Road, Bon Accord).

Dated at Pretoria on the 2nd October 1996.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, P.O. Box 196 and 6290, Pretoria, 0001. (Tel. 328-5847, 326-2156.) (Ref. KB/N2122.)

Case No. 59687/95

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

**In the matter between NBS BANK LIMITED, Plaintiff, and THE TRUSTEES FROM TIME TO TIME OF THE LOMBARD FAMILY TRUST, First Defendant, MARGARETHA LOMBARD, Second Defendant, HENRIETTE LOMBARD, Third Defendant, and MARGARETHA ELIZABETH VORSTER, Fourth Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 28 August 1996 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court at N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria, on 12 November 1996 at 10:00, to the highest bidder:

Certain Erf 374, situated in the Township of Kilnerpark Extension 1, Registration Division JR, Transvaal, measuring 991 square metres.

*Situated at:*

*For the First and Second Defendants:* 18 Helgaard Street, Kilnerpark, Pretoria. *For the Third and Fourth Defendants:* 430 Sussex Avenue, Lynnwood, Pretoria.

*Terms and conditions:*

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

*Description of property:* Dwelling: Lounge, dining-room, study, kitchen, laundry, entrance hall, front stoep, three bedrooms, two bathrooms, shower and two w.c.'s.

*Outbuildings:* Garage, three carports, servant's room, toilet and shower, brick and concrete walls, trellis and gates, concrete drive and pavings, slasto paving and walls.

*Payment:* The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.

*Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices at Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria Central.

Dated at Pretoria on the 2nd October 1996.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane, P.O. Box 196 and 6290, Pretoria, 0001. (Tel. 328-5847, 326-2156.) (Ref. KB/N1832.)

Case No. 56971/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and JOHANNES HLENGANI RINGANI, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted, on 30 August 1996, and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court, on 7 November 1996 at 10:00, at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, to the highest bidder:

*Certain—*

(a) Section 15 as shown and more fully described on Sectional Plan SS310/1995 in the scheme known as Indaba in respect of the land and building or buildings, situated at Pretoria Local Authority City Council of Pretoria, measuring 78 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, situated at 303 Indaba, 321 Frederick Street, Pretoria West.

*Terms and conditions:*

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known as which nothing is guaranteed: *Description of property:* Flat, lounge/dining-room, kitchen, two bedrooms, bathroom and toilet. *Outbuildings:* Undercover parking, drying area, paving, braai area, walls, lifts and stairs.

*Payment:* The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.

*Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

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

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane (P.O. Box 196 and 6290), Pretoria, 0001. (Tel. 328-5847 / 326-2156.) (Ref. KB/N2143.)

**Case No. 18536/95**

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

**In the matter between NBS BANK LIMITED, Plaintiff, and CHRISTO HECHTER, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted, on 18 May 1995, and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court, on 6 November 1996 at 10:00, at Fehrs Avenue Centre, 130A Struben Street, Pretoria, to the highest bidder:

Certain Portion 1 of Erf 1375, situated in the Township of Silverton, Registration Division JR, Transvaal, measuring 946 square metres, situated at 547 President Street, Silverton, Pretoria.

*Terms and conditions:*

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known as which nothing is guaranteed: *Description of property:* Dwelling, lounge, dining-room, kitchen, two bedrooms, bathroom, shower, toilet, front and back stoep. *Flat:* Lounge, dining-room, kitchen, two bedrooms, bathroom, shower, toilet, front and back stoep. *Outbuildings:* Carport, store, fencing, brick and concrete walls, brick drive and paving.

*Payment:* The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.

*Conditions:* The full conditions of sale may be inspected at the Sheriff's Offices, Pretoria East, Fehrs Avenue Centre, 130A Struben Street, Pretoria.

Dated at Pretoria on the 2nd day of October 1996.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane (P.O. Box 196 and 6290), Pretoria, 0001. (Tel. 328-5847 / 326-2156.) (Ref. KB/N1526.)

**Saak No. 8271/94**

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

**In die saak tussen STADSRAAD VAN GROBER BENONI, Eksekusieskuldeiser, en M. E. FERREIRA, Eksekusieskuldenaar**

Ingevolge 'n vonnis toegestaan in bogenoemde Hof op 22 Desember 1994, en 'n lasbrief vir eksekusie gedateer 13 Augustus 1996, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof, Benoni, voor die Landdroshof, Harpurlaan, Benoni, op Woensdag, 30 Oktober 1996 om 11:00:

Erf 5584, Northmead-uitbreiding 4-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 992 vierkante meter, gehou kragtens Akte van Transport T21044/1983, geleë te Jakarandastraat 12, Northmead, Benoni.

Die eiendom bestaan uit onder andere die volgende alhoewel geen waarborg gegee word nie: 'n Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis en badkamer. Buitegeboue bestaande uit 'n dubbel motorhuis en bediende-kamer.



*Vernaamste voorwaardes van verkoping:*

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju vir die Landdroshof, Benoni, Liverpool Park 12, Liverpoolweg, Benoni.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepaling van artikel 66 (2) van die Landdroshofwet, No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.

3. Koopprijs is soos volg betaalbaar:

3.1 Deposito van 10% (tien persent) van die koopprijs is betaalbaar onmiddellik na die verkoping.

3.2 Die balans van die koopprijs tesame met rent moet binne 14 (veertien) dae by wyse van 'n bank waarborg verseker word.

Gedateer te Benoni op 26 September 1996.

C. de Heus, vir Du Plessis De Heus & Van Wyk, Prokureur vir Eksekusieskuldeiser, Eerste Verdieping, Marilestgebou, Woburnlaan 72, Posbus 1423, Benoni, 1500. (Tel. 422-2435.) (Verw. mnr. De Heus/AM/CC3020.)

**Case No. 6023/96**

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

**In the matter between NBS BANK LIMITED, Plaintiff, and THE RICHARD AND AMELIA FAMILY TRUST, First Defendant, RICHARD WINSTON GRANNUM, Second Defendant, and AMELIA GRANNUM, Third Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni on 14 August 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 6 November 1996 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Holding 273, Rynfield Agricultural Holdings Extension 1, situated on 273 Barbet Road, in the Township Rynfield Agricultural Holdings, District of Benoni, measuring 2,1414 (two comma one four one four) hectares.

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, kitchen, dining-room, four bedrooms, one and a half bathrooms, shower, two toilets, scullery, TV room, double garage, servants' quarters, laundry and flatlet.

*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 30th day of September 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue. (Tel. 422-1350.) (Ref. N0083B/Mrs West.)

**Case No. 4502/96**

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

**In the matter between NEDCOR BANK LIMITED (PERM DIVISION), Plaintiff, and LEON JOHAN EFFTING, First Defendant, and LISA JOANNE EFFTING, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni on 20 June 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 6 November 1996 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 26, Crystal Park Township, situated on 20 Henschel Street, in the Township of Crystal Park, District of Benoni, measuring 951 (nine hundred and fifty-one) hectares.

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, kitchen, dining-room, three bedrooms, two bathrooms, garage and carport.

*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 1st day of October 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue. (Tel. 422-1350.) (Ref. N57013/Mrs West.)

Case No. 785/95

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 SHATALEGOLO MACK KGOETE, First Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni on 6 March 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 14 November 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 661, Maokeng Extension 1 Township, Registration Division IR, Transvaal, situated on 661 Maokeng Extension 1, in the Township of Maokeng Extension 1, District of Kempton Park, measuring 305 (three hundred and five) square metres.

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

*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, Kempton Park.

Dated at Benoni on this 2nd day of October 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg, c/o 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. N20092/Mrs Kok.)

Case No. 7557/96

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 LEPOTA NORMAN MONOGE, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 3 September 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 15 November 1996 at 11:15, at the 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 17590, Vosloorus Extension 25 Township, situated on 17590 Vosloorus Extension 25, in the Township of Extension 25, District of Boksburg, measuring 280 (two hundred and eighty) 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.

*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 2nd day of October 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00536/Mrs Kok.)

Case No. 22126/95  
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 CRITCHFIELD, JOHN, First Execution Debtor, and POTGIETER, KIRSTEN JOHANNA, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 8 November 1996 at 10:00, of the under-mentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Roodepoort, at 182 Progress Road, Technicon, Roodepoort, prior to the sale:

A unit consisting of—

(a) Section 13, as shown and more fully described on Sectional Plan SS10/1987 in the scheme known as Hull Street, Apartments in respect of the land and building or buildings situated at Florida Township, in the Area of Roodepoort, of which the floor area according to the said sectional plan, is 73 (seventy-three) square metres in extent; being Flat 13, Hull Street Apartments, Hull Street, Florida, Roodepoort; 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.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A simplex flat with tiled roof, comprising kitchen, lounge, entrance hall, two bedrooms, bathroom, separate toilet, with outbuildings with similar construction comprising of parking bay. The common property comprising of servant's room, bathroom, toilet, store-room and 30 parking bays.

Dated at Johannesburg on this 30th day of September 1996.

Ramsay, Webber & Company. (Tel. 838-5451.) (Ref. Foreclosures/cm/C.252.)

**Saak No. 3002/95  
PH 507**

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

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en DE MEYER, CHRISTOFFEL BERNARDUS,  
ID 5201275039005, Eksekusieskuldenaar**

Ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping gehou word op Donderdag, 31 Oktober 1996 om 10:00, by die perseel te Eikelaan 19, Generaal Albertspark, Alberton, van die ondergemelde eiendom:

Sekere Erf 183, Generaal Albertspark, Registrasieafdeling IR, provinsie Gauteng, groot 992 (negehonderd twee-en-negentig) vierkante meter, geleë te Eikelaan 19, Generaal Albertspark, Alberton.

*Erfbeskrywing:* Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: 'n 992 vierkante meter, drieslaapkamerhuis, eetkamer, kombuis, badkamer, sitkamer, baksteenmure en teëldak. Bestaande uit die volgende: Drie slaapkamers, sitkamer, eetkamer, badkamer en kombuis.

Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju, Hooggeregshof Alberton, Terracegebou, Eaton Terrace, 1 New Redruth, Alberton, of Eiser se Prokureurs, Blakes Prokureurs, Pleinstraat 14, Johannesburg.

Gedateer te Johannesburg op hede hierdie 2de dag van September 1996.

E. Champion, vir Blakes Prokureurs, Pleinstraat 14 (Posbus 5315), Johannesburg, 2000. [Tel. (011) 491-5500.] [Faks. (011) 491-5593.] (Verw. E. Champion/DL/RRD057.)

**Case No. 4369/95**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and FHEDZISANI JOSEPH THOVHAKALE, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the stores of the Sheriff, Mhala, Industrial Area, Thulamahashe, on 28 October 1996 at 15:00:

*Property:* Ownership Unit 136, in the Township of Mkhuhlu, District of Mhala, known as Ownership Unit 136 C Mkhuhlu.

*Improvements:* Lounge, dining-room, three bedrooms, bathroom, separate toilet and kitchen.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 43 Potgieter Street, Phalaborwa, 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.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT2331.)

**Case No. 7705/96**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and EUGENE WHITE, First Defendant, and  
ANNA JACOBA WHITE, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the office of the Sheriff, Pretoria West, Room 603A, Olivetti House, corner of Pretorius and Schubart Streets, Pretoria, on 7 November 1996 at 10:00:

*Property:* Remaining Extent of Erf 97, Claremont, Pretoria Township, Registration Division JR, Transvaal, known as 1062 Boekenhoutkloof Street, Claremont.

*Improvements:* Single storey, lounge, dining-room, family room, study, four bedrooms, two bathrooms, shower/toilet, separate toilet, kitchen, pantry, washup/laundry, two garages, carport and swimming-pool.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Pretoria West, Room 607, Olivetti House, corner of Pretorius and Schubart Streets, Pretoria, 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.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT4095.)

**Case No. 15966/95**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOHANNES FREDERIK UYS JANSEN VAN RENSBURG, First Defendant, and CARIEN JANSEN VAN RENSBURG, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve at 12 Scholtz Street, Secunda, on Wednesday, 6 November 1996 at 14:00:

*Property:* Erf 1178, Secunda Township, Registration Division IS, Transvaal, known as 12 Scholtz Street, Secunda.

*Improvements:* Single storey, three bedrooms, kitchen, lounge and bathroom.

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

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT 2625.)

**Case No. 13629/96**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and HAPPY GEORGE THWALA, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at 16 Springbok Street, Reyno Ridge Extension 2, Witbank, on Friday, 15 November 1996 at 09:00:

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 400, Reyno Ridge Extension 2 Township, Registration Division JS, Province of Mpumalanga, known as 16 Springbok Street, Reyno Ridge Extension 2.

*Improvements:* Three bedrooms, bathroom, kitchen, lounge, dining-room and carport.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/ LVDM/GT 4361.)

**Case No. 654/96**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and KAREL PIETER BODENSTEIN, First Defendant, and MARIA MAGDALENA PETRONELLA BODENSTEIN, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve at 36 Langenhoven Street, Secunda, on Wednesday, 6 November 1996 at 14:30:

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

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

*Property:* Erf 116, Secunda Township, Registration Division IS, Transvaal, known as 36 Langenhoven Street, Secunda.

*Improvements:* Three bedrooms, one and a half bathroom, kitchen, lounge, dining-room and garage.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/ LVDM/GT 2914.)



Case No. 16971/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MANDLA PHILLIP LUKUELE, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff, Wonderboom/Soshanguve, Portion 83, De Onderstepoort (just north of the Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 8 November 1996 at 11:00:

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

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

*Property:* Erf 536, Mahube Valley Township, Registration Division JR, Province of Gauteng.

*Improvements:* Bedroom, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT4438.)

Case No. 6428/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PHINEAS NONYANE, First Defendant, and MAHLAKU MARIA NONYANE, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court Offices, Graskop, on Monday, 11 November 1996 at 10:00.

Full conditions of sale can be inspected at the Acting Sheriff, Sabie, Panarama Rest Camp, Graskop, and will be read out prior to the sale.

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

*Property:* Erf 232, Graskop Township, Registration Division KT, Province of Eastern Transvaal, known as 28 Market Street, Graskop.

*Improvements:* Three bedrooms, two bathrooms, lounge, dining-room and kitchen.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT4037.)

Case No. 25950/94

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MICHAEL VOGDANOS, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Marble Hall, on Friday, 8 November 1996 at 11:00.

Full conditions of sale can be inspected at the Sheriff, 1 Bank Street, Groblersdal, and will be read out prior to the sale.

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

*Property:* Erf 408, Marble Hall Extension 3, Registration Division JS, Transvaal, known as 408 Ficus Street Extension 3.

*Improvements:* Single storey, lounge, dining-room, family room, four bedrooms, two bathrooms, guest toilet, kitchen, laundry, two garages and swimming-pool.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT1798.)

Case No. 11240/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and ISMAIL MTUNGWA N.O. in his capacity as Executor in the estate of the late LINNETH DELIWE MTUNGWA, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the stores of the Sheriff, Mhala, Industrial Area, Thulamahashe on 28 October 1996 at 15:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 43 Potgieter Street, Phalaborwa, 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:* Ownership Unit B556 in the Township of Thulamahashe District of Mhala.

*Improvements:* Single storey, 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. Du Plooy/tv/GT3030.)

Case No. 6741/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and KHULU AMOS NKAMBULE, First Defendant, and MARIA BUYISIWA NKAMBULE, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve in front of the main entrance Magistrate's Court, Gen. Hertzog Street, Vanderbijlpark, on 1 November 1996 at 10:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Suite C, Rietbok Building, Gen. Hertzog Street, Vanderbijlpark, and will also be read out by the Sheriff prior to the sale in execution.

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

*Property:* All right title and interest to the leasehold in respect of Stand 55241, Sebokeng Unit 3 Township, Registration Division IQ, Transvaal.

*Improvements:* Single storey, two bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT4049.)

Case No. 22923/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MODISE PHINEAS THOLO, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the offices of De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 31 October 1996 at 10:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Vereeniging, at the above address and will also be read out by the Sheriff prior to the sale in execution.

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

*Property:* Remaining Extent of Erf 929, Vereeniging Township, Registration Division IQ, Transvaal, known as 45 Botha Street, Vereeniging.

*Improvements:* Single storey, three bedrooms, bathroom, kitchen, lounge, dining-room, family room, three carports and garage.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT2826.)

Case No. 15071/94

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and WERNER COETZEE, First Defendant, and MARTHA MAGRIETA COETZEE, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff's Offices, Portion 83, De Onderstepoort (just north of the Sasko Mills) old Warmbaths Road, Bon Accord, on Friday, 8 November 1996 at 11:00.

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

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

*Property:* Erf 464, situated in the township of The Orchards Extension 10, Registration Division JR, Transvaal, known as 26 Goosen Street, The Orchards Extension 10.

*Improvements:* Three bedrooms, bathroom, kitchen, lounge and dining-room.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT1810.)

Case No. 2350/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SENOGO SAMUEL MPHUTHI, First Defendant, and MALINTJA PAULINA MPHUTHI, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the main entrance Magistrate's Court, Gen. Hertzog Street, Vanderbijlpark, on Friday, 8 November 1996 at 10:00.

Full conditions of sale can be inspected at the Sheriff, Vanderbijlpark, Suite C, Rietbok Building, Gen. Hertzog Street, Vanderbijlpark, and will be read out prior to the sale.

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

*Property:* All right, title and interest to the leasehold in respect of Stand 67, Sebokeng Unit 10, Extension 2 Township, Registration Division IQ, Transvaal.

*Improvements:* Three bedrooms, bathroom, kitchen, lounge and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref. Mr B. du Plooy/LVDM/GT3020.)

Case No. 16600/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and GEDION TSATSI LETSOALO, First Defendant, and EVA MOSIDI LETSOALO, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Soshanguve, on Thursday, 14 November 1996 at 11:00.

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

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

*Property:* Erf 591, situated in the Township of Soshanguve-UU, Registration Division JR, Transvaal.

*Improvements:* Two bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref: Mr B. du Plooy/LVDM/GT 4435.)

Case No. 16598/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOLAPISANE DANIEL DELEBO, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff's Offices, Portion 83, De Onderstepoort (just North of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 8 November 1996 at 11:00.

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

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

*Property:* Erf 532, Mahube Valley Township, Registration Division JR, Province of Gauteng.

*Improvements:* Bedroom, bathroom, kitchen and dining-room.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref: Mr B. du Plooy/LVDM/GT 4433.)

Case No. 14526/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SUNDUZA ERIC NYATHIKAZI, First Defendant, and MMATLALA MIETTAH NYATHIKAZI, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court Offices, Sabie, on Tuesday, 12 November 1996 at 10:00.

Full conditions of sale can be inspected at the Acting Sheriff, Sabie, Panarama Rest Camp, Graskop, 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 642, Simile, Registration Division JT, Mpumalanga.

*Improvements:* Lounge, dining-room, two bedrooms, two bathrooms, 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/GT4382.)

Case No. 17131/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SIMON NYAKENI, First Defendant, and THOKO ELIZABETH NYAKENI, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve at Magistrate's Court, Soshanguve, on Thursday, 14 November 1996 at 11:00.

Full conditions of sale can be inspected at the Sheriff, Wonderboom/Soshanguve, Portion 83, De Onderstepoort (just north of the Sasko Mills) old Warmbaths Road, Bon Accord, at the above address and will be read out prior to the sale:

No warranties are given with regard to the description and/or improvements. *Property:* All right title and interest to the leasehold in respect of Stand 1288BB, Soshanguve, Residential area of Soshanguve.

*Improvements:* Three bedrooms, bathroom, dining-room, kitchen and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT4467.)



Case No. 22071/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PIERRE JOHANNES PIENAAR, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at 3 Tugela Street, Secunda Extension 12, on Wednesday, 6 November 1996 at 10:00.

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

No warranties are given with regard to the description and/or improvements. *Property:* Erf 4866, Secunda Extension 12 Township, Registration Division IS, Transvaal, known as 3 Tugela Street, Extension 12, Secunda.

*Improvements:* Three bedrooms, two bathrooms, kitchen, lounge, dining-room and garage.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT2797.)

Case No. 57796/95

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

**In the matter between BODY CORPORATE MONTEREY, Plaintiff, and HADEBE, E., Defendant**

On 25 October 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 67, as shown and more fully described on Sectional Plan SS22/85, in the scheme known as Monterey, situated at Berea Township, The Greater Johannesburg Transitional Metropolitan Council, of which section the floor area according to the said sectional plan is 71 (seventy-one) 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 ST32258/1993, also known as 104 Monterey, 27 Lily Avenue, Berea, Johannesburg, measuring 71 (seventy-one) square metres.

*Improvements* (which are not warranted to be correct and are not guaranteed): Simplex under concrete tile roof consisting of bedroom with bathroom en suite, kitchen, lounge and dining-room combined, toilet 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 cent) per annum, or if the claim of ABSA 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 2nd day of September 1996.

Mervyn J. Smith, Plaintiff's Attorney, Ground Floor, Law Chambers, 14 Nugget Street (off Anderson Street), City and Suburban (P.O. Box 9890), Johannesburg. (Tel. 334-4229.) (Ref. C.5948/R. Rothquel.)

Case No. 39684/95

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

**In the matter between BODY CORPORATE SAN JOSE, Plaintiff, and BREYTENBACH, ANDRIES, Defendant**

On 25 October 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 73, as shown and more fully described on Sectional Plan SS29/82, in the scheme known as San Jose, situated at Berea 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 ST3270/1982, also known as 711 San Jose, 51 Olivia Road, Berea, 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, kitchen, lounge and dining-room combined, toilet 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 cent) per annum, or if the claim of Allied Building Society 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 3rd day of September 1996.

Mervyn J. Smith, Plaintiff's Attorney, Ground Floor, Law Chambers, 14 Nugget Street (off Anderson Street), City and Suburban (P.O. Box 9890), Johannesburg. (Tel. 334-4229.) (Ref. C.6229/R. Rothquel.)

Case No. 69759/95

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

**In the matter between BODY CORPORATE SAN JOSE, Plaintiff, and BALOI JOHANNA MOKGAETSI, Defendant**

On 25 October 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 67, as shown and more fully described on Sectional Plan SS29/82, in the scheme known as San Jose, situated at Berea 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 ST61070/1992, also known as 702 San Jose, 51 Olivia Road, Berea, 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, kitchen, lounge and dining-room combined, toilet 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 cent) per annum or if the claim of Saambou 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 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 3rd day of September 1996.

Mervyn J. Smith, Plaintiff's Attorneys, Ground Floor, Law Chambers, 14 Nugget Street (off Anderson Street), City and Suburban, Johannesburg; P.O. Box 9890, Johannesburg. (Tel. 334-4229.) (Ref. C.6317/R. Rothquel.)

Case No. 39676/95

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

**In the matter between BODY CORPORATE SAN JOSE, Plaintiff, and ARENDSE JOSLYN AMELIA, Defendant**

On 25 October 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 70, as shown and more fully described on Sectional Plan SS29/82, in the scheme known as San Jose, situated at Berea 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 ST41837/1991, also known as 706 San Jose, 51 Olivia Road, Berea, 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, kitchen, lounge and dining-room combined, toilet 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 cent) per annum or if the claim of Nedperm 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 3rd day of September 1996.

Mervyn J. Smith, Plaintiff's Attorneys, Ground Floor, Law Chambers, 14 Nugget Street (off Anderson Street), City and Suburban Johannesburg; P.O. Box 9890, Johannesburg. (Tel. 334-4229.) (Ref. C.6225/R. Rothquel.)



Case No. 39680/95

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

**In the matter between BODY CORPORATE SAN JOSE, Plaintiff, and MCUNU RICHARD, Defendant**

On 25 October 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 21, as shown and more fully described on Sectional Plan SS29/82 in the scheme known as San Jose, situated at Berea Township, the Greater Johannesburg Transitional Metropolitan Council of which section the floor area according to the said Sectional Plan is 49 (forty-nine) 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 ST57314/1992, also known as 203 San Jose, 51 Olivia Road, Berea, Johannesburg, measuring 49 (forty-nine) square metres.

*Improvements* (which are not warranted to be correct and are not guaranteed): Simplex under concrete tile roof consisting of bedroom, bathroom, toilet, kitchen, lounge and dining-room combined, 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 cent) per annum or if the claim of any bondholder 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/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 3rd day of September 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.6236/R. Rothquel.)

Case No. 13705/95

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

**In the matter between BODY CORPORATE EASTGATE, Plaintiff, and MASHABO F. K., Defendant**

On 25 October 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 135, as shown and more fully described on Sectional Plan SS35/83 in the scheme known as Eastgate, situated at Johannesburg Township, the Greater Johannesburg Transitional Metropolitan Council of which section the floor area according to the said Sectional Plan is 32 (thirty-two) 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 ST30281/1993, also known as 1007 Eastgate, 33 Bok Street, Joubert Park, Johannesburg, measuring 32 (thirty-two) square metres.

*Improvements* (which are not warranted to be correct and are not guaranteed): Bachelor flat under concrete tile roof consisting of room, bathroom and toilet 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 cent) per annum or if the claim of Saambou 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 be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court and/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 11th day of September 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. E.332/R. Rothquel.)

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#### **GEREGTELIKE VERKOPING VAN ONROERENDE EIENDOMME: LANDDROSHOF, GERMISTON**

Kragtens vonnis toegestaan in bostaande Agbare Hof, sal 'n geregtelike eksekusieverkoping van die onroerende eiendom soos hieronder beskryf word, op 28 Oktober 1996 om 10:00 deur die Balju, Germiston-Suid, by die gemelde Balju se kantore te wete Derde Verdieping, Ou Unitedgebou, Presidentstraat 177, Germiston, sonder reserwe, verkoop word.

Die verkopingsvoorwaardes sal tydens die verkoping deur die Balju voorgelees word, welke voorwaardes voor die dag van verkoping by die gemelde Balju se kantore, te wete Derde Verdieping, Ou Unitedgebou, Presidentstraat 177, Germiston, beskikbaar sal wees.

**Saak No. 6908/96.**

**SAAMBOU BANK BPK. vs. S. en M. J. GORDON**

Sekere Erf 3, Castlevue, Germiston, beter bekend as Kiplingweg 1, Castlevue, Germiston.

Gedateer 27 September 1996 te Kempton Park.

Van Resnburg Schoon & Cronje. (Tel. 970-1203.) (Verw. mev. Van Heerden/S1825.)

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#### **GEREGTELIKE VERKOPING VAN ONROERENDE EIENDOMME: LANDDROSHOF, KEMPTON PARK**

Kragtens vonnis toegestaan in bogemelde Agbare Hof sal geregtelike eksekusieverkoping deur die Balju, Kempton Park, ten opsigte van die onroerende eiendomme, soos hieronder vermeld, sonder reserwe plaasvind op 31 Oktober 1996 om 10:00 te Parkstraat 8, Kempton Park.

'n Geregtelike verkoping sal deur die gemelde Balju gehou word en die verkoopvoorwaardes sal tydens die verkoping uitgelees word deur die Balju, Kempton Park, welke voorwaardes voor die dag van verkoping by die gemelde Balju se kantore te Parkstraat 8, Kempton Park, beskikbaar sal wees.

**Saaknommers:**

**(1) 6105/96.**

**ABSA BANK BPK. vs. H. S. and T. M. CHAUKE.**

Sekere Erf 395, Maokeng-afdeling, Tembisa.

**(2) 15367/95.**

**ABSA BANK BPK. vs. J. B. en G. N. KELE.**

Sekere Erf 645, Tlamatlama-afdeling, Tembisa.

**(3) 6955/96.**

**ABSA BANK BPK. vs. T. H. en D. NKADIMENG.**

Sekere Erf 97, Leboeng-afdeling, Tembisa.

**(4) SAAMBOU BANK BPK. vs. G. W. WOSSLER.**

Sekere Erf 198, Kempton Park-uitbreiding, beter bekend as Kemptonweg 51, Kempton Park-uitbreiding.

(5) 5492/96.

**SAAMBOU BANK BPK. vs. J. N. G. en E. KILIAN.**

Sekere Erf 380, Cresslawn, Kempton Park, beter bekend as Aalwynstraat 21, Cresslawn, Kempton Park.

(6) 5491/96.

**SAAMBOU BANK BPK. vs. H. J. en E. SMUTS.**

Sekere Erf 2383, Kempton Park, beter bekend as Kosmosstraat 41, Kempton Park.

Geteken te 27 September 1996 te Kempton Park.

Van Rensburg Schoon &amp; Cronje. (Tel. 970-1203.) (Verw. mev. Van Heerden/AB1923. AB1665. AB1870. S1679. S1977 &amp; S1979.)

Case No. 15388/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MONAMA, JOHANNES BETHEUL, First Defendant, and MONAMA, GERALDINE, 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, at 131 Marshall Street, Johannesburg, on Thursday, 31 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 322, Moroka Township, Registration Division IQ, Province of Gauteng, area 325 (three hundred and twenty-five) square metres, situation Erf 322, Moroka Township:

*Improvements* (not guaranteed): A house consisting of four bedrooms, lounge, dining-room, two bathrooms with toilets 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% on the first R30 000 of the proceeds of the sale and 3% on the balance thereof, subject to a maximum commission of R7 000 and a minimum of R260 (inclusive in all instances of the Sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account), which commission shall be paid by the purchaser.

Dated at Johannesburg on this 30th day of September 1996.

Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street, P.O. Box 62690, Marshalltown, 2107. (Tel. 492-1610.) (Fax. 838-1556.) (Ref. R. L. Mogotsi/mb/N/203.)

Case No. 11898/94  
PH 267

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and MAGWAXAZA, HERBERT WEBILE, 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, 1 Eaton Terrace Street, Terrace Building, New Redruth, Alberton, on Tuesday, 29 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 9687, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 291 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of leasehold TL43560/90, being 9687, 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 16th day of September 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z96485/JHBFCLS/ Mr Abdinor/Mrs Monsanto.)

Case No. 22118/95  
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 MULLER, CLAIRE NICOLE, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 131 Marshall Street, Johannesburg, on Thursday, 31 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, Johannesburg East, at 131 Marshall Street, Johannesburg.

Section 28 as shown and more fully described on Sectional Plan SS10/1985 in the scheme known as Westminister Mansions in respect of the land and building or buildings situated at Highlands Township, Johannesburg Town Council, measuring 66 m<sup>2</sup>, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, held by the Defendant under Deed of Transfer ST947/1995, being B8 Westminister Mansions, Highlands Road, Highlands.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, kitchen, bedroom, bathroom/toilet and balcony.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of 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 16th day of September 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA5421/ERFCLS/mr. Abdinor/mrs. Monsanto.)

Case No. 13002/95  
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 CLARK, RICHARD ARTHUR, First Defendant, and CLARK, SANDRA LEIGH, 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 United Building, Third Floor, 177 President Street, Germiston, on Monday, 28 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, Germiston South at United Building, Third Floor, 177 President Street, Germiston:

Erf 1281, Elspark Extension 3 Township, Registration Division IR, Province of Gauteng, measuring 950 m<sup>2</sup>, held by the Defendants under Deed of Transfer T7571/1992, being 32 Sapele Street, Elspark, Germiston.

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, two bathrooms/toilet, kitchen, garage 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 September 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3870/ERFCLS/mr. Abdinor/mrs. Monsanto.)

Case No. 10516/96  
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 RAJAP, MOGAMATABAS, First Defendant, and RAJAP, RONELLE ROSLYN, 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 131 Marshall Street, Johannesburg, on Thursday, 31 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, Lenasia North, 19 Anemone Avenue, Lenasia:

Erf 4788, Eldorado Park Extension 4 Township, Registration Division IQ, Transvaal, measuring 264 m<sup>2</sup>, held by the Defendants under Deed of Transfer T19036/1985, being 16 Nuweveldtberg Extension 4, Eldorado Park.

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

The property consists of three bedrooms, bathroom, toilet, lounge, dining-room, kitchen 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 18th day of September 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA8788/JHBFCLS/Mr Abdinor/Mrs Monsanto.)

Case No. 04273/92  
PH 267

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and LETWABA, REGINALD, First Defendant, and LETWABA, JOSEPHINE, 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 131 Marshall Street, Johannesburg, on Thursday, 31 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, Soweto East, Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Erf 12971, Diepkloof Township, Registration Division IQ, Transvaal, measuring 283 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold TL34776/89, being 298 Diepenaar Road, Zone 1, Diepkloof.

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

The property consists of lounge, two bedrooms, kitchen, bathroom/toilet, separate toilet, store-room and servant's quarters.

**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 17th day of September 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z43282/JHBFCLS/Mr Abdinor/Mrs Monsanto.)

Case No. 19677/94  
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 SEISO NGWAKU REUBEN, 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, 29 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:

The right of leasehold in respect of Erf 1121, A.P. Khumalo Township, Registration Division IR, Province of Gauteng, measuring 272 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL24213/1985, being 1121 Khumalo Village, Kattlehong, Alberton.

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 17th day of September 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z76443/ERFCLS/Mr Abdinor/Mrs Monsanto.)

Case No. 16227/93  
PH 267

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and RADZILANI, MBULAHENI ROBERT, 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 182 Leeuwpoot Street, Boksburg, on Friday, 1 November 1996 at 11:15, 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, Boksburg, 182 Leeuwpoot Street, Boksburg.

The right of leasehold in respect of Erf 1023, Vosloorus Extension 3 Township, Registration Division IR, Transvaal, measuring 300 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL18192/88, being 1023 M. C. Botha Drive, Vosloorus Extension 3, Boksburg.

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

The property consists of lounge, two bedrooms, 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 17th day of September 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z71743/ERFCLS/Mr Abdinor/Mrs Monsanto.)

Case No. 16191/93  
PH 267

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
MAFAISA, JOHN, First Defendant, and SITHOLE, 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 by the Sheriff of the Supreme Court at 182 Leeupoort Street, Boksburg, on Friday, 1 November 1996 at 11:15, 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, Boksburg, 182 Leeupoort Street, Boksburg.

The right of leasehold in respect of Erf 1566, Vosloorus Extension 2 Township, Registration Division IR, Transvaal, measuring 336 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold TL9698/92, being 1566 Vosloorus Extension 2, Vosloorus, Boksburg.

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

The property consists of lounge, two bedrooms, 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 17th day of September 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z71755/ERFCLS/Mr Abdinor/Mrs Monsanto.)

Case No. 5851/96  
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 PETISANI,  
MOCHEKWA N.O., Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 131 Marshall Street, Johannesburg, on Thursday, 31 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, Soweto East, Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Erf 11689 (previously Erf 3065), Diepkloof Township, Registration Division IQ, Province of Gauteng, measuring 256 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL18966/1989, being 11689 Zone 2, Diepkloof, P.O. Diepkloof.

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

The property consists of lounge, two bedrooms, kitchen, bathroom/toilet, single garage and two rooms.

**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 17th day of September 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z91876/JHBFCLS/Mr Abdinor/Mrs Monsanto.)

Case No. 15057/94  
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 HLOPHE, FEZEKILE, First Defendant, and HLOPHE, DIMAKATSO JOYCE, 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, 29 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 9510, Tokoza Extension 2 Township, Registration Division IR, Transvaal, measuring 300 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold TL46059/88, being 9510 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 on this 17th day of September 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z98351/JHBFCLS/Mr Abdinor/Mrs Monsanto.)

Case No. 6267/96  
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 KRUGER, HENDRIK JOHANNES, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 9 Elna Randhof, c/o Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 29 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, c/o Selkirk Avenue and Blairgowrie Drive, Randburg:

Section 13 as shown and more fully described on Sectional Plan SS327/92 in the scheme known as Monte Castello, in respect of the land and building or buildings situated at Windsor Township, in the Local Authority Area of the Greater Johannesburg Transitional Metropolitan Council, measuring 63 m<sup>2</sup>, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, held by the Defendant under Certificate of Registered Sectional Title ST53353/95, being Unit 13 (Flat 13) Monte Castello, Earls Avenue, Windsor.



The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining-room, bedroom, bathroom/toilet and balcony.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of 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 30th day of September 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA7946/JHBFCLS/Mr Abdinor/Mrs Monsanto.)

Case No. 11367/96  
PH 267

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
DLAMINI, NOMPI SARAH, 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, 29 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:

Erf 450, Roodebult Township, Registration Division IR, Province of Gauteng, measuring 920 m<sup>2</sup>, held by the Defendant under Deed of Transfer T34298/1995, being 18 Thornpear Crescent, Roodebult, Germiston.

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, three bedrooms, bathroom/toilet, bathroom/shower, kitchen, single garage, double garage, servants' quarters 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 17th day of September 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA8867/JHBFCLS/Mr Abdinor/Mrs Monsanto.)

Case No. 14229/96  
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 HUGHES, PETER, First Defendant, and HUGHES, AUDREY CYNTHIA, 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 182 Leeupoort Street, Boksburg, on Friday, 1 November 1996 at 11:15, 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, Boksburg, 182 Leeupoort Street, Boksburg:

Sectional 19, as shown and more fully described on Sectional Plan SS397/95 in the scheme known as the Villa Seville in respect of the land and building or buildings situated at Beyerspark Extension 17 Township Local Authority: Transitional Local Council of Boksburg, measuring 65 m<sup>2</sup>, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, held by the Defendants under Deed of Transfer ST62664/95, being Karen Road, Villa Seville, Unit 19, Flat 19B, Beyerspark Extension 17.



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

The property consists of an entrance hall, 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 17th day of September 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA8891/JHBFCLS/Mr Abdinor/Mrs Monsanto.)

Case No. 18446/93  
PH 267

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
MACHETE, SIVALAMAKHULU 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 by the Sheriff of the Supreme Court at 182 Leeupoort Street, Boksburg, on Friday, 1 November 1996 at 11:15, 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, Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Erf 7183, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, measuring 336 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL30683/90, being 7183 Koekoelemao Street, Vosloorus Extension 9, Boksburg.

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

The property consists of lounge, two bedrooms, 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 17th day of September 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z72539/ERFCLS/Mr Abdinor/Mrs Monsanto.)

Case No. 8006/95  
PH 267

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
HERBST, 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 of the Supreme Court at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 7 November 1996 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 5373, Ennerdale Extension 12 Township, Registration Division IQ, Province of Gauteng, measuring 577 m<sup>2</sup>, held by the Defendant under Deed of Transfer T23804/1987, being 5373 Sandsteen Lane, Ennerdale Extension 12.

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

The property consists of lounge, dining-room, three bedrooms, bathroom/toilet, kitchen, shower/toilet and patio.

**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 18th day of September 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3168/WRFLS/Mr Rumsey/Mrs Leukemans.)

**Case No. 11107/95  
PH 267**

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
KOLOANE, SEBESABATHO 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, 6 November 1996 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

The right of leasehold in respect of Erf 9234, Kagiso Township, Registration Division IQ, Province of Gauteng, measuring 255 m<sup>2</sup>, held by the Defendant under Certificate of Right of Leasehold TL36638/1990, being 9234 Kagiso 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, two bedrooms, bathroom/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 23rd day of September 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3472/WRFLS/Mr Rumsey/Mrs Leukemans.)

**Case No. 15614/96  
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 ENGELBRECHT, DAVID JACOBUS, First Defendant, and ENGELBRECHT, PATRICIA MAGGIE, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at the office of the Sheriff for the Supreme Court, Randfontein, 19 Pollock Street, Randfontein, on Friday, 1 November 1996 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randfontein, at 19 Pollock Street, Randfontein:

Erf 682, Randgate Township, Registration Division IQ, Province of Gauteng, measuring 495 m<sup>2</sup>, held by the Defendants under Deed of Transfer T54761/1994, being 93 Baily Street, Randgate.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining-room, four bedrooms, bathroom/toilet, separate toilet, kitchen, garage, servant's 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 this 9th day of September 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA9416/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 7421/94  
PH 267

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
NKABINDE, SIZEKILE SAMUEL, First Defendant, and NKABINDE, NOKUTHULA RUTH, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 182 Leeupoort Street, Boksburg, on Friday, 1 November 1996 at 11:15, 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, Boksburg, 182 Leeupoort Street, Boksburg:

The right of leasehold in respect of Erf 4321, Vosloorus Township, Registration Division IR, Transvaal, measuring 260 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold TL40943/87, being Stand 4321, Vosloorus, Boksburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, two bedrooms, 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 17th day of September 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z94238/ERFCLS/Mr Abdinor/Mrs Monsanto.)

Saak No. 1302/96

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

**In die saak tussen SAAMBOU BANK BEPERK, voorheen bekend as SAAMBOU NASIONALE BOUVERENIGING  
BEPERK (Reg. No. 87/05437/06), Eiser, en MARIE PESTANA, Verweerder**

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros Kempton Park en 'n lasbrief vir eksekusie gedateer 29 Februarie 1996, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 31 Oktober 1996 om 10:00, by die Balju-kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Deel 31, Jean Gardens, dorpsgebied Kempton Park-uitbreiding 8, in die distrik Kempton Park, groot 75 (vyf-en-sewentig) vierkante meter, ook bekend as Jean Gardens, Woonstel E1, Kempton Park.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, sinkdak, bestaande uit sitkamer, twee badkamers, eetkamer, twee toilette, twee slaapkamers, kombuis. Buitegeboue bestaan uit motorhuis, swembad, oprit, omhein met baksteenmure.

*Voorwaardes van verkoping:*

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die betrokke Balju. 'n Substansieële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 15de dag van September 1996.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberg-gebou, Longstraat 23, Kempton Park. (Verw. mev. Swanepoel/S1400/CDS356.)



Saak No. 6758/96

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

**In die saak tussen NBS BANK BEPERK, voorheen bekend as NATAL BOUVERENIGING BEPERK (Reg. No. 87/01384/06), Eiser, en W. H. SPIES, Eerste Verweerder, en A. J. SPIES, Tweede Verweerder**

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros Kempton Park en 'n lasbrief vir eksekusie gedateer 14 Augustus 1996, word die eiendom hieronder uiteengesit in eksekusie verkoop, op Donderdag, 31 Oktober 1996 om 10:00, by die Balju-kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Plot 336, Bredell Agricultural Holdings, dorpsgebied Bredell, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 1,2845 (een komma twee agt vier vyf) vierkante meter, ook bekend as Plot 336, Agtstestraat, Bredell, Kempton Park.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, eetkamer, studeerkamer, kombuis, vyf slaapkamers, drie badkamers, stort, twee toilette, familie/TV-kamer, kroeg en naaldwerk kamer. Buitegeboue bestaan uit afdak, twee bediendekamers, toilet, swembad en tennisbaan.

*Voorwaardes van verkoping:*

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 15de dag van September 1996.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberg-gebou, Longstraat 23, Kempton Park. (Verw. mev. Swanepoel/N1257/CDN779.)

Saak No. 6759/96

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

**In die saak tussen NBS BANK BEPERK, voorheen bekend as NATAL BOUVERENIGING BEPERK (Reg. No. 87/01384/06), Eiser, en M. R. REVIE, Eerste Verweerder, en Y. REVIE, Tweede Verweerder**

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros Kempton Park en 'n lasbrief vir eksekusie gedateer 14 Augustus 1996, word die eiendom hieronder uiteengesit in eksekusie verkoop, op Donderdag, 31 Oktober 1996 om 10:00, by die Balju-kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 45, dorpsgebied Norkem Park, Registrasieafdeling IR, Transvaal, distrik Kempton Park, groot 991 (nege nege een) vierkante meter, ook bekend as Jukskeistraat 4, Norkem Park, Kempton Park.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette. Buitegeboue bestaan uit motorhuis en rylaan. Woning is omhein.

*Voorwaardes van verkoping:*

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die betrokke Balju, Kempton Park. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 20ste dag van September 1996.

J. H. B. Schnetler, vir Badenhorst-Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberg-gebou, Longstraat 23, Kempton Park. (Verw. mev. Swanepoel/N1256/CDN778.)

Saak No. 6873/96

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

**In die saak tussen NBS BANK BEPERK, Eiser, en PETER CARL PACE, Eerste Verweerder, en SIMONE LISA SPENCE, Tweede Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 19 Augustus 1996, word die eiendom hieronder uiteengesit in eksekusie verkoop, op 31 Oktober 1996 om 10:00, by die Balju-kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 803, Van Riebeeck Park-dorpsgebied, distrik Kempton Park, Registrasieafdeling IR, Gauteng, ook bekend as Platberglaan 30, Van Riebeeck Park, 1 000 (eenduisend) vierkante meter groot. Die volgende word aangekondig, maar geen



waarborg in verband daarmee word verskaf nie: Drie slaapkamers, twee badkamers, twee toilette, sitkamer, eetkamer, kombuis, motorhuis, teëldak, afdak en oprit.

*Voorwaardes van verkoping*

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf-goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 19de dag van September 1996.

C. Krüger, vir Nel, Oosthuizen & Krüger, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park.  
(Verw. CK/sv/M441/MIP517.)

**Saak No. 4486/96**

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

**In die saak tussen NBS BANK BEPERK, Eiser, en WARREN JAMES BARRINGTON, Eerste Verweerder, en  
CHARMAINE LINDA BARRINGTON, Tweede Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 7 Junie 1996, word die eiendom hieronder uiteengesit en in eksekusie verkoop op 31 Oktober 1996 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Deel 10, Deelplan SS809/96, Suncrest, Erf 1001, Norkem Park-uitbreiding 1-dorpsgebied, Plaaslike Owerheid: Kempton Park/Tembisa Metropolitaanse Substruktuur, distrik Kempton Park, ook bekend as Suncrest 10, Mooirivierlyaan, Norkem Park, 60 (sestig) vierkante meter groot en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema toegeken aan die genoemde gedeelte in ooreenstemming met die deelnemende kwota soos gespesifiseer op die gemelde deelplan. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Twee slaapkamers, badkamer, toilet, sit-/eetkamer, kombuis, teëldak en motorafdak.

*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 12de dag van September 1996.

C. Krüger, vir Nel, Oosthuizen & Krüger, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park.  
(Verw. CK/sv/M409/MIB039.)

**Saak No. 13939/94**

**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  
MORRIS LEBALE RATHETHE, Verweerder**

**Saak No. 4307/95**

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

**In die saak tussen NBS BANK BEPERK (voorheen bekend as NATAL BOUVERENIGING BEPERK), Eiser, en  
ROSIE MMALESEKA RATHETHE, Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en lasbriewe vir eksekusie gedateer 2 Desember 1994 en 16 Mei 1996, word die eiendom hieronder uiteengesit en in eksekusie verkoop, op 31 Oktober 1996 om 10:00, by die Balju-kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Reg, titel en belang gehou deur verweerder oor sekere Erf 1282, Tembisa-uitbreiding 4-dorpsgebied, distrik Kempton Park, Registrasieafdeling JR, Gauteng, ook bekend as Hospital View 1282, Tembisa, 285 (tweehonderd vyf-en-tagtig) 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 geles 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 voorafgoedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 12de dag van September 1996.

C. Krüger, vir Nel, Oosthuizen & Krüger, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. CK/sv/M248/MIR322.)

Case No. 339/96

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

**In the matter between THE SMALL BUSINESS DEVELOPMENT CORPORATION LTD, Plaintiff, and  
MATTHYSEN, J. J. D., Defendant**

In terms of a judgment of the above Honourable Court in the above-mentioned suit a sale without reserve will be held at Springs, at the office of the Sheriff of the Supreme Court, 56 12th Street, Springs, on 25 October 1996 at 11:00, of the under-mentioned property of the Defendant on the conditions to be read out by the auctioneer at the Sheriff's Office, 56 12th Street, Springs, prior to the sale:

Stand 794, Dersley Extension 1, Springs (situated at 3 Halite Street, Dersley), measuring 943 (nine hundred and forty-three) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Three bedrooms, two bathrooms, dining-room, lounge, family room, dressing-room, kitchen/scullery, breakfast nook, double garage, security fencing, servant's room and toilet, porch, pool, patio, electric gates.

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

Signed at Johannesburg on this 1st day of September 1995.

Coetsee & Partners, 76 Caroline Street, Brixton, 2092; P.O. Box 96247, Brixton, 2019. (Tel. 837-7915/6.) (Ref. D. Coetsee/AM/K0063.)

Case No. 54461/95  
PH 176

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

**In the matter between GREATER JOHANNESBURG TRANSITIONAL METROPOLITAN COUNCIL, Plaintiff, and  
MARTIN, ABRAHAM THOMAS, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 14 September 1995, the property listed hereunder will be sold in execution on Friday, 1 November 1996 at 10:00, in front of the Magistrate's Court, Fox Street entrance, Johannesburg, namely:

Erf 1602, Jeppestown, measuring 248 square metres, situated at 51 Tucker Street, Jeppestown, Johannesburg, held by Deed of Transfer T11090/64, a vacant stand, but nothing is guaranteed, and take further notice that the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg Central, 131 Marshall Street, Johannesburg, and contain, *inter alia*, the following provisions:

1. 10% (ten per cent) of the purchase price in cash on the day of the sale.

2. The balance of the purchase price together with interest thereon payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within twenty-one (21) days from the date of sale.

3. Auctioneer's charges, payable on the day of sale, to be calculated as follows: 4% (four per cent) on the proceeds of sale.

4. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

Dated at Johannesburg on the 17th day of September 1996.

C. L. de Ceglie, for Moodie & Robertson, 14th Floor, Jorissen Place, 66 Jorissen Street, Braamfontein; P.O. Box 4685, Johannesburg, 2000. [Tel. (011) 403-6502.] (Ref. 31596986/R11/DvW.)

Case No. 13192/96

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 ARRIKUM, RONALD STEPHEN LOGANATHAN, First Defendant, and ARRIKUM, VERSALUTCHIMEE, 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 131 Marshall Street, Johannesburg, on Thursday, 31 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, Johannesburg South, at 100 Sheffield Street, Turffontein.

Portion 2 of Erf 6967, Lenasia Extension 5 Township, Registration Division IQ, Province of Gauteng, measuring 478 m<sup>2</sup>, held by the Defendants under Deed of Transfer T11869/1980, being 35 Opaal Street, Lenasia Extension 5.

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 and garage. The flat consists of two bedrooms and bathroom/shower/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 23rd day of August 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z72797/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 24563/94

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 VAN NIEKERK, JOHANNES ADRIAAN, First Defendant, and VAN NIEKERK, HESTER MAGDALENA, 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, 1 November 1996 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark:

Erf 25, Stephano Park Agricultural Holdings Township, Registration Division IQ, Province of Gauteng, measuring 2,5677 hectares, held by the Defendants under Deed of Transfer T18986/1990, being Erf 25, Stephano Park Agricultural Holdings.

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, sunroom, kitchen, laundry, double garage and outside shower/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 9th day of September 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA1017/WRFCLS/Mr Rumsey/Mrs Leukemans.)



Case No. 5860/96

PH 267

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and BOTHA, CHRISTOFFEL ZACHARIAS LODEWIKUS, First Defendant, and BOTHA, ZELDA DENISE, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at the office of the Sheriff for the Supreme Court, Randfontein, 19 Pollock Street, Randfontein, on Friday, 1 November 1996 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randfontein, 19 Pollock Street, Randfontein.

Erf 898, Finsbury Township, Registration Division IQ, Province of Gauteng, measuring 1 152 m<sup>2</sup>, held by the Defendants under Deed of Transfer T56981/1993, being 26 Winterberg Street, Finsbury.

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, kitchen, 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 or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 9th day of September 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA8186/WRFCLS/Mr Rumsey/Mrs Leukemans.)

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

All the sales in execution are to be held at the offices of the Sheriff of the Magistrate's Court, Johriahof, Du Plessis Street, Alberton, on Wednesday, 13 November 1996 at 10:00.

**SAAMBOU BANK LIMITED is the Execution Creditor.**

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

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots and subject to the Magistrates' Courts Act, No. 32 of 1944.

2. The purchaser shall pay 20% (twenty 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, 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. 4790/96.**

**Judgment Debtors: WYNAND JOHANNES VAN WYNGAARDT and ANNA MAGRIETHA MAGDALENA VAN WYNGAARDT.**

**Property:** Erf 2972, Brackenhurst Extension 2 Township, Registration Division IR, Province of Gauteng, situated at 14 Giraffe Street, Brackenhurst, Alberton.

**Improvements:** Three bedrooms, two bathrooms, lounge, family room, dining-room, pantry and kitchen.

**Outbuildings:** Garage, carport and maid's toilet.

**Case No. 4560/96.**

**Judgment Debtors: FREDERIK PETRUS VAN RHEEDE VAN OUDTSHOORN, and MONICA VAN RHEEDE VAN OUDTSHOORN.**

**Property:** Erf 1467, Verwoerdpark Extension 4, Verwoerdpark Township, Registration Division IR, Province of Gauteng, situated at 32 Fontein Street, Verwoerdpark, Alberton.

**Improvements:** Two bedrooms, bathroom, toilet, lounge/dining-room and kitchen.

**Outbuildings:** Carport.

Dated at Alberton on this 26th day of September 1996.

B. J. van der Walt & Schoeman, Plaintiff's Attorney, First Floor, Allied House, 36 The Boulevard, Alberton. (Tel. 907-2329, 907-2359.) (Ref. Miss D. Meyer.)



Saak No. 15514/95

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **DIE KLEINSAKE-ONTWIKKELINGSKORPORASIE BEPERK, Eiser, en OLD POST HYPER BK, Eerste Verweerder, SUNNY PILLAY, Tweede Verweerder, JUAIKUMAR GOOROOCHARA HARDUTH, Derde Verweerder, en HARDSUN INVESTMENT BK, Vierde Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Adjunkbalju, Johannesburg-Suid, Marshallstraat 131, Johannesburg, op 17 Oktober 1996 om 10:00, van die ondervermelde eiendom van die Verweerdere op die voorwaardes wat deur die afslaer by die kantore van die Balju, Marshallstraat 131, Johannesburg, voor die verkoping ter insae sal lê:

Erwe 2653 en 2654, geleë te Anemonelaan 31, Lenasia-uitbreiding 2, groot 1 675 vierkante meter.

*Verbeteringe* (geen waarborg kan in hierdie verband gegee word nie): Geboue bestaande uit: *Grondverdieping*: Supermark, stoorkamer, ablusieblok. *Eerste verdieping*: Stoorkamer, ablusie. *Tweede verdieping*: Aantrekkamers en oop area.

*Terme*: 10% (ten per centum) 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 van die verkoping verskaf word.

Vendukoste betaalbaar op die dag van die verkoping sal as volg bereken word: 5% (vyf per centum) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintigduisend rand) en daarna 3% (drie persent). Minimum fooie R200 (tweehonderd rand).

Gedateer te Johannesburg op hierdie 9de dag van September 1996.

Coetsee & Vennote, Carolinestraat 76, Brixton, 2019; Posbus 96247, Brixton, 2092. (Tel. 837-7915/6 of 7975.) (Verw. D. Coetsee/AM/K0040.)

Saak No. 339/96

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen **DIE KLEINSAKE-ONTWIKKELINGSKORPORASIE BEPERK, Eiser, en MATTHYSEN, J. J. D., Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Adjunkbalju, Springs, 12de Straat 56, Springs, op 25 Oktober 1996 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer by die kantore van die Balju, 12de Straat 56, Springs, voor die verkoping ter insae sal lê:

Sekere Erf 794, Dersley-uitbreiding 1, Springs, geleë te Halitestraat 3, Dersley, Springs, groot 943 (negehoonderd drie-en-veertig) vierkante meter.

*Verbeteringe* (geen waarborg kan in hierdie verband gegee word nie): Geboue bestaande uit drie slaapkamers, tweebadkamers, eetkamer, sitkamer, familiekamer, aantrekkamer, kombuis/opwaskamer, ontbythoek, dubbelmotorhuis, bediendekamer, motorafdak, patio, swembad en elektriese hekke.

*Terme*: 10% (ten per centum) 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 van die verkoping verskaf word.

Vendukoste betaalbaar op die dag van die verkoping sal as volg bereken word: 5% (vyf per centum) op die opbrengs van die verkoping tot 'n bedrag van R20 000 (twintigduisend rand) en daarna 3% (drie persent). Minimum fooie R200 (tweehonderd rand).

Gedateer te Johannesburg op hierdie 10de dag van September 1996.

Coetsee & Vennote, Carolinestraat 76, Brixton, 2092; Posbus 96247, Brixton, 2092. (Tel. 837-7915/6 or 7975.) (Verw. D. Coetsee/AM/K0063.)

Case No. 655/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and GRAHAM, MERLE ELAINE, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, at 10:00, on Tuesday, 29 October 1996, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 3087, Randparkrif Extension 41 Township, Registration Division IQ, Province of Gauteng, area 866 square metres, situated at 7 Tamarisk Street, Randparkrif Extension 41, Randburg.

*Improvements* (not guaranteed).

Part double storey dwelling under tiles consisting of lounge, dining-room, study, family room, kitchen, four bedrooms, two bathrooms, two toilets, two roomed attic, loft, floor coverings, fitted carpets/tiles, security doors, two carports, staff quarters with toilet and shower, screen walls, paved patio, brick driveway, walled, fenced and concrete boundary.

*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 3% (three per cent) to a maximum fee of R7 000 and a minimum of R200.

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

Dykes, Daly & Le Mottée, Plaintiff's Attorneys, c/o Dykes, Daly Johannesburg Inc., Eighth Floor, 66 Smal Street, Johannesburg. (Tel. 781-0810.) (Ref. Mr P le Mottée/IJ/N3553.)

Case No. 2147/96

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
WILTON Z. CHUKELA, Defendant**

In execution of a judgment of the Magistrate's Court of Randfontein, in the above-mentioned suit, a sale without reserve will be held by the office of the Sheriff, Randfontein, 19 Pollock Street, Randfontein, on Friday, 25 October 1996 at 10:00, of the undermentioned immovable property of the Defendant:

All right, title and interest in the leasehold in respect of Erf 5531, Mohlakeng Extension 3 Township, Registration Division IQ, Province of Gauteng, measuring 240 (two hundred and forty) square metres, held by Deed of Transfer TL54063/1989, situated at 5531 Mohlakeng Extension 3, Mohlakeng, Randfontein.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed and no warrant or undertaking is given in relation to the nature of the improvements: *Dwelling:* A two-bedroomed house under tiles, with lounge, dining-room, kitchen, bathroom, toilet and fenced with wire fencing.

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

Auctioneer's charges, payable on the date of sale, to be calculated 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) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

The conditions of sale will be read out prior to the sale and will be available for inspection during office hours at the office of the Sheriff.

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

Karolia & Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg. (Tel. 838-2395/6/7/8.) (Ref. HGMK/hk/7300.1040.)

Case No. 6179/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and SOPHUMELELA CC, First Defendant, the estate of the late JOSEPH LESIBANE MASENYA, Second Defendant, EDMUND EBENEZER TSHABALALA, Third Defendant, DAVID MOKABATI MADE, Fourth Defendant, JOEL MASHALI SAMBO, Fifth Defendant, JOAS TSELISO SEKESE, Sixth Defendant, and BETHUEL MAROKE BODIBE, Seventh 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 office of the Sheriff, at 131 Marshall Street, Johannesburg, on Thursday, 24 October 1996 at 10:00, of the undermentioned immovable property of the First Defendant:

The First Defendant's right, title and interest in the leasehold in respect of Erf 883, Moroka Township, Registration Division IQ, Province of Gauteng, measuring 998 (nine hundred and ninety-eight) square metres, held by Deed of Transfer TL610/1992, situated at 883 Moroka, P.O. Moroka, Soweto.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed and no warrant of undertaking is given in relation to the nature of the improvements: *Dwelling*: Three bedrooms, lounge, kitchen, bathroom and toilet.

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

Auctioneer's charges, payable on the date of sale, to be calculated 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) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

The conditions of sale will be read out prior to the sale and will be available for inspection at the office of the Sheriff, Soweto West, Second Floor, 32 Von Brandis Street, Johannesburg.

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

Karolia & Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg. (Tel. 838-2395/6/7/8.) (Ref. HGMK/hk/7300.1068.)

Case No. 11354/94

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

**In the matter between LAMBTON INVESTMENTS CC, Plaintiff, and NOSICELO EUNICE NGEWU, Defendant**

On 30 October 1996 at 10:00, a public auction sale will be held at Sheriff's Office, Klaburn Court, 22B Ockerse Street, Krugersdorp, at which the Sheriff of the Court will, pursuant to the judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Certain Erf 12050, Kagiso Extension 6 Township, Registration Division IQ, Gauteng, measuring 308 (three hundred and eight) square metres, also known as 12050 Kagiso.

*Improvements reported* (which are not warranted to be correct and are not guaranteed): Lounge, dining-room, two bedrooms, bathroom, toilet and kitchen (hereinafter referred to as the property).

The property will be sold subject to any existing tenancy, subject to the provisions of sections 66 (2) (a) and (c) of Act No. 32 of 1944, as amended, regarding the bondholders, being the S.A. Building Society Limited and other preferent creditors, subject to payment to the local authority of all rates and taxes and other charges to enable a clearance certificate to be issued.

A cash deposit of 10% (ten per cent) of the purchase price or R500 whichever is the greater shall be paid on the date of sale and interest on the unpaid balance at the current building society rates of interest shall be payable, such unpaid balance to be secured by an acceptable guarantee within fourteen (14) days of the sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, 22B Ockerse Street, Krugersdorp.

Dated at Germiston on this 11th day of September 1996.

Stupel & Berman, Plaintiff's Attorneys, 70 Lambert Street, Germiston. (Ref. Mr Berman/CA.)

Case No. 10856/96  
PH 630IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MZWANDILE MOSES NGCWABE, First Defendant, and  
THANDI EDITH NGCWABE, 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 56 12th Street, Springs, on Friday, 1 November 1996 at 11:00, 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, Springs, at 56 12th Street, Springs:

Erf 140, Wright Park, measuring 1 022 (one thousand twenty-two) square metres, held by the Defendants under Deed of Transfer T41765/1994, being 31 Meyer Drive, Wright Park.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of four bedrooms, 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 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 26th day of September 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Road), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 104540/Mr C. Livingstone/cb.)

Case No. 11669/96  
PH 630IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NIGEL GRANT CARSTENS, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 5 November 1996 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Portion 2 of Erf 1489, Bloubostrand Extension 3, measuring 556 (five hundred and fifty-six) square metres, held by the Defendant under Deed of Transfer T45811/94, being 2 Agulhas Road, Bloubostrand, Randburg.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, one and a half bathrooms, lounge 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 30th day of September 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Road), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 104667/Mr N. Georgiades/cb.)



Case No. 15823/96

PH 630

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARTINUS BOTHA PRETORIUS, First Defendant, and BEATRIX MAGRIETA PRETORIUS, 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 Sheriff's Office, 439 Prince George Avenue, Brakpan, on Friday, 1 November 1996 at 11:00, 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 439 Prince George Avenue, Brakpan:

Erf 1279, Brakpan North Extension 3, measuring 810 (eight hundred and ten) square metres, held by the Defendants under Deed of Transfer T29657/1994, being 28 Claasen Street, Brakpan North.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, two bathrooms, lounge, dining-room, 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 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 1st day of October 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Road), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 104300/Mr N. Georgiades/cb.)

Case No. 3732/96

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

**In the matter between ABSA BANK LIMITED, trading as TRUSTBANK, Plaintiff, and Mr DEREK GAVIN STEYN, Defendant**

In pursuance of a judgment granted on 1 July 1996, in the above-mentioned Court, and warrant of execution dated 4 July 1996, the following property will be sold in execution, at the site of the property, on Wednesday, 13 November 1996 at 12:00, by Michael James Organisation Auctioneers:

Certain remaining portion of Erf 57, Boksburg West Township, Registration Division IR, Province of Gauteng, measuring 1 677 square metres, known as 9 Bass Street, Boksburg West.

**Terms:**

1. 10% (ten per centum) of the purchase price plus auctioneer's commission of 5% (five per centum), shall be paid to the Messenger of the Court/auctioneer 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.

2. The purchaser shall be liable for all costs to procure transfer, as well as all outstanding rates and taxes.

3. The full conditions of sale that will be read out by Michael James Organisation Auctioneers immediately prior to the sale, may be inspected at their offices at 708 Pretoria Main Road, Wynberg, as well as the offices of the Messenger of the Court, Boksburg, 182 Leeuwpoot Street, Boksburg.

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

I. Kramer & Moodie Inc., Attorneys for Plaintiff, Legis Domus Building, Trichardt Road, Boksburg. (Tel. 892-3050/1/2.) (Ref. Mr Traube/O. Smuts/TB619.)

Case No. 17187/96

PH 793

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and ISMAIL, KAMROODEEN, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale without a reserve price will be held at the office of the Sheriff, c/o De Klerk, Vermaak & Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging, on 31 October 1996 at 10:00, of the undermentioned property of the Defendants and the conditions will be available for inspection prior to the sale at the offices of the Sheriff, N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal Building, 28 Kruger Avenue, Vereeniging:

Erf 1692, Ennerdale Extension 1, situated at 1692 Knowles Street, Ennerdale, measuring 1 520 square metres, Registration Division IQ, Transvaal, held by the Defendant under Title Deed T16393/83.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Tiled roof dwelling comprising of lounge, dining-room, four bedrooms, two bathrooms, kitchen, scullery/laundry, shower/w.c., study and jacuzzi room.

**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 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 Roodepoort this 17th day of September 1996.

Van den Berg & Kotzé, 37 Ontdekkers Avenue, Florida Park Extension 1. (Tel. 475-8080.) (Ref. Mr Kotze/IVD.) P.a. Edgar Salmon & Salmon, Kelhof, Pritchard Street, Johannesburg. (Ref. Mr H. Salmon.)

Case No. 6435/90

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 DEBRA LYNN HURWITZ, First Defendant, and ROY HURWITZ, 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, 31 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.

Erven 471 and 472, Sydenham, measuring 495 (four hundred and ninety-five) square metres each, held by the Defendants under T15369/1988, being 51 Carisbrook Street, Sydenham, Johannesburg.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, TV room, three bedrooms, two bathrooms, separate w.c., kitchen, scullery, double garage, servant's room, w.c., 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.

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 September 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 106228/Mr N. Georgiades/le.)

Case No. 14783/96

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 AJITH MAHESH, First Defendant, and RUSHDEYA MAHESH, 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, 31 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 501, Elandspark, measuring 922 (nine hundred twenty-two) square metres, held by the Defendants under Deed of Transfer T17769/1995, being 160 Pauline Smith Crescent, Elandspark, 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 centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 17th day of September 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 102786/Mr N. Georgiades/le.)

Case No. 18260/95

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 ALISTAIR RALPH NISBET, First Defendant, and ROBYN ANNE HEWLETT NISBET, 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, 31 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 North, at 131 Marshall Street, Johannesburg:

Erf 900, Emmarentia Extension 1, measuring 1 995 (one thousand nine hundred and ninety-five) square metres, held by the Defendants under T45544/1994, being 31 Caledon Road, Emmarentia Extension 1.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, bedroom and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 16th day of September 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 102084/Mr C. Livingstone/le.)



Case No. 7496/96  
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 TREVOR ALLEN DOYLE, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 29 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, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

1. A unit consisting of Section 31 as shown and more fully described on Sectional Plan SS25/75 in the scheme known as Letaba Flats, in respect of the land and building or buildings situated at Windsor Township, The Greater Johannesburg Transitional Metropolitan Council, of which section the floor area, according to the said sectional plan is 55 (fifty-five) square metres in extent; and

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, held under Deed of Transfer T44163/1995.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, bedroom and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 16th day of September 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 104349/Mr C. Livingstone/le.)

Case No. 6403/96  
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 CHUAN-JUNG HOU, 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, 31 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, Second Floor, 32 Von Brandis Street, Johannesburg:

Erf 2566, Northcliff Extension 22, measuring 1 586 (one thousand five hundred and eighty-six) square metres, held by the Defendant under Deed of Transfer T58056/94, being 6 Joy Place, Northcliff Extension 22, 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 this 16th day of September 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 104155/Mr C. Livingstone/le.)



**Case No. 4946/96  
PH 630**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and Mr M. C. BESTER, First Defendant, and  
Mrs S. BESTER, 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 Klaburn Court, 22B Ockerse Street, Krugersdorp, on Wednesday, 30 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, Krugersdorp, Klaburn Court, 22B Ockerse Street, Krugersdorp:

Erf 718, Wentworth Park, measuring 833 (eight hundred and thirty-three) square metres, held by the Defendants under Deed of Transfer T15579/1992, being 11 Wentworth Street, Wentworth Park, Krugersdorp.

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 this 3rd day of September 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 103848/Mr C. Livingstone/le.)

**Case No. 12081/96  
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 HERMANUS FRANK KENNEY, 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, 31 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 South, 100 Sheffield Street, Turffontein:

Erf 184, Roseacre Extension 3, measuring 739 (seven hundred and thirty-nine) square metres, held by the Defendant under Deed of Transfer T6486/1981, being 113 Aschmann Street, Roseacre Extension 3, 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 this 27th day of September 1996.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 105074/Mr N. Georgiades/le.)

Case No. 6379/96

PH 2

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NBS BANK LTD, Plaintiff, and VINGELING, AREND WILLIAM, First Defendant, and POULTON, GAYLE, 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, Randburg, 9 Elna Randhof, corner of Blairgowrie and Selkirk Avenues, Blairgowrie, on 29 October 1996 at 10:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Randburg, 9 Elna Randhof, corner of Blairgowrie and Selkirk Avenues, Blairgowrie.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single storey dwelling house under tiled roof consisting of lounge, dining-room, three bedrooms, two bathrooms, two toilets, kitchen, study, scullery, double garage and pool, being Erf 45, Northwold Extension 2, situated at 14 Retief Street, Northwold Extension 2, measuring 1 266 square metres, Registration Division IQ, Province of Gauteng, held by the Defendants under Title Deed T58390/95.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, a guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Randburg on this 13th day of September 1996.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)  
C/o Ninth Floor, North State Building, corner of Market and Kruis Streets, Johannesburg.

Case No. 12826/96

PH 2

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NBS BANK LIMITED, Plaintiff, and MWELASE, MAVIS NOKUSA, 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, Randburg, 9 Elna Randhof, corner of Blairgowrie and Selkirk Avenues, Blairgowrie, on 29 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 of the offices of the Sheriff, Randburg, 9 Elna Randhof, corner of Blairgowrie and Selkirk Avenues, Blairgowrie.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single storey dwelling house under slate roof consisting of lounge, dining-room, study, kitchen, four bedrooms, three bathrooms, two showers, four toilets, hall, guest toilet, family room, dressing room, scullery, three garages, two servants' rooms, two toilets, two showers, pool, tennis court, being Portion 312 (a portion of Portion 172) of the farm Witkoppen 174, situated at 8 Jacaranda Street (corner Poplar Avenue), Craigavon Agricultural Holdings, measuring 2,1433 hectares, Registration Division IQ, Province of Gauteng, held by the Defendant under Title Deed T72256/95.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, a guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Randburg on this 13th September 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. 9823/96

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  
MBULULA, GEORGINA, 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, Randfontein, 19 Pollock Street, Randfontein, on 25 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, Randfontein, 19 Pollock Street, Randfontein.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Dwelling with lounge, two bedrooms, bathroom/w.c. and kitchen, being Erf 4930, situated at Mohlakeng Extension 3, Randfontein, measuring 281 square metres, Registration Division IQ, Transvaal, held by the Defendant under Title Deed TL32290/92.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, a guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Randburg on this 18th day of September 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. 12827/96

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  
NTAOPANE, SAM OUPA, First Defendant, and NYEMBE, POILANE JOSEPH, 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, Boksburg, 182 Leeuwpoot Street, Boksburg, on 1 November 1996 at 11:15, 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, Boksburg, 182 Leeuwpoot Street, Boksburg:

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

*Being:* Erf 1018, situated at Vosloorus Extension 2, measuring 332 square metres, Registration Division IR, Gauteng, held by the Defendant under Title Deed TL22333/1995.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, a guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Randburg this 25th day of September 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.

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
RAPULENG, LEBEREKO APRIL, 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, Boksburg, 182 Leeuwpoot Street, Boksburg, on 1 November 1996 at 11:15, 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, Boksburg, 182 Leeuwpoot Street, Boksburg:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling, lounge, kitchen, two bedrooms, bathroom and w.c.

*Being:* Erf 20022, situated at Vosloorus Extension 30, measuring 220 square metres, Registration Division IR, Transvaal, held by the Defendant under Title Deed TL41686/1992.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, a guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Randburg this 25th day of September 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.

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
MOKOBANE, SAM ALBERT, 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, Boksburg, 182 Leeuwpoot Street, Boksburg, on 1 November 1996 at 11:15, 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, Boksburg, 182 Leeuwpoot Street, Boksburg:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single storey, lounge, kitchen, two bedrooms, bathroom and w.c.

*Being:* Erf 6394, situated at Vosloorus Extension 9, measuring 283 square metres, Registration Division IR, Transvaal, held by the Defendant under title Deed TE57391/93.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, a guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Randburg this 25th day of September 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. 10632/96

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  
SEKETE, WILLIAM RAMODISE, 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, Boksburg, 182 Leeuwpoot Street, Boksburg, on 1 November 1996 at 11:15, 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, Boksburg, 182 Leeuwpoot Street, Boksburg.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single storey, lounge, kitchen, two bedrooms, bathroom and w.c.

Being Erf 20133, situated at Vosloorus Extension 30, Boksburg, measuring 275 square metres, Registration Division IR, Transvaal, held by the Defendant under Title Deed TL55790/1991.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer - a guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Randburg this 25th day of September 1996.

Bezuidenhout van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg, c/o Van der Westhuizen Crouse & Venter, Ninth Floor, North State Building, corner of Market and Kruis Street, Johannesburg. (Tel 789-3050.) (Ref. Mr Fourie/sc.)

Case No. 16416/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NBS BANK LIMITED, Plaintiff, and 39 MANHATTAN PAULSHOF CC, First Defendant, and  
DE KRUIJFF, STEVEN ANN, 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, Sandton, 9 St Giles Street, Kensington B, on 1 November 1996 at 10:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, 10 Conduit Street, Kensington B.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Flat comprising lounge/dining-room, kitchen, two bedrooms, bathroom and toilet.

Being Section 39, Manhattan, Paulshof, and an undivided share in the common properties, situated at Flat 39, Manhattan, Isipingo Street, Paulshof, measuring 78 square metres, Registration Division: The Greater Johannesburg Transitional Metropolitan Council, held by the Defendants under Title Deed ST66255/95.

*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 on this 23rd day of September 1996.

Bezuidenhout van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg, c/o Ninth Floor, North State Building, corner of Market & Kruis Streets, Johannesburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NBS BANK LIMITED, Plaintiff, and AMOREL (PTY) LTD, First Defendant, and CARTER, ANTHONY NICHOLAS, Second Defendant, and CARTER, BERNADETTE, Third 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, Sandton, 9 St Giles Street, Kensington B, on 1 November 1996 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Sandton, 10 Conduit Street, Kensington B.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Flat comprising of lounge, dining-room, hall, kitchen, three bedrooms, two bathrooms, shower and two toilets.

Being Section 10, Cheetah Lodge, Rivonia Extension 12, and an undivided share in the common property, situated at Flat 10, Cheetah Lodge, Cheetah Crescent, Rivonia Extension 12, measuring 167 square metres, Registration Division: Sandton Town Council, held by the Defendants under Title Deed 174/82 (10) (Unit).

**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 cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charge of R260 (two hundred and sixty rand).

Dated at Randburg this 23rd day of September 1996.

Fourie, for Bezuidenhout van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg, c/o Ninth Floor, North State Building, corner of Market & Kruis Streets, Johannesburg. (Tel. 789-3050.) (Ref. Mr. Fourie/sc.)

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MBATA, NETFTHALI DAN, First Defendant, and MBATA, NONGETHENI FRANCINA, 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 29 October 1996 at 10:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, 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: Single storey dwelling, lounge, kitchen, two bedrooms, bathroom and w.c.

Being Erf 2419 (formerly known as Erf 192), situated at Likole Extension 1, Katlehong, measuring 308 square metres, Registration Division IR, Transvaal, held by the Defendant under Title Deed TL31948/1987.

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

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

Dated at Randburg this 18th day of September 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. 9828/96

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 PHIRI, NTABI JEMINA, First Defendant, and TSOTETSI, LIKELELI SINAH, 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 29 October 1996 at 10:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, 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: Single storey, lounge, kitchen, bedroom and w.c.

Being Erf 3035, situated at Likole Extension 1, Katlehong, measuring 195 square metres, Registration Division IR, Transvaal, held by the Defendants under Title Deed TL48632/1992.

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

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

Dated at Randburg this 18th day of September 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. 10640/96

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 MOFOKENG, GABRIEL NTABEJANE, First Defendant, and MOFOKENG, TIZANA GLADYS, 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 29 October 1996 at 10:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, 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: Single-storey dwelling, lounge, kitchen, two bedrooms, bathroom and w.c.

Being Erf 3066, situated at Likole Extension 1, Katlehong, measuring 213 square metres, Registration Division IR, Transvaal, held by the Defendants under Title Deed TL60785/1992.

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

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

Dated at Randburg this 25th day of September 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. 10649/96

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  
BALOYI, MPHIKELELI MOFFAT, 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 29 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: Single storey dwelling, lounge, kitchen, two bedrooms, bathroom and w.c.

Being Erf 3043, situated at Likole Extension 1, Katlehong, measuring 201 square metres, Registration Division IR, Transvaal, held by the Defendant under Title Deed TL504/93.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, a guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Randburg this 25th day of September 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. 10652/96

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  
RAMATELETSE, MASILONYANE CRISPIN, 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 29 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: Single-storey dwelling, lounge, kitchen, two bedrooms, bathroom and w.c.

Being Erf 3038, situated at Likole Extension 1, Katlehong, measuring 212 square metres, Registration Division IR, Transvaal, held by the Defendant under Title Deed TL46514/1992.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, a guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Randburg this 25th day of September 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. 23021/95

PH 2

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NBS BANK LIMITED, Plaintiff, and VON DER HOLLE, INGRID KIRSTEN PFORTNER, 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 Sheriff, Sandton, 9 St Giles Street, Kensington B, on 1 November 1996 at 10:00, of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, 10 Conduit Street, Kensington B:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling-house under tiled roof, consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms, two toilets, family room, two carports, servant's room and toilet.

Being Erf 469, Paulshof Extension 10, situated at 13 Tsitsikama Street, Paulshof Extension 10, measuring 1 581 square metres, Registration Division IR, Transvaal, held by the Defendant under Title Deed T83379/93.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, a guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Randburg this 20th day of September 1996.

Bezuidenhout van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.); c/o, Ninth Floor, North State Building, corner of Market and Kruis Streets, Johannesburg.

Case No. 13939/96

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, HENRY, 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 reserve price will be held at the office of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, on 11 November 1996 at 11:15, 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, Boksburg, 182 Leeuwpoot Street, Boksburg, being:

Erf 92, situated at Vosloorus Extension 5 Township, measuring 345 square metres, Registration Division IR, Transvaal, held by the Defendant under Title Deed T54036/1994.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling, lounge, kitchen, two bedrooms, bathroom and w.c.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer a guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Randburg this 18th day of September 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.

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICAN LIMITED, Plaintiff, and XIMBA, ABEDNIKO FAKALITHETHWA, First Defendant, and XIMBA, MESSIE RYNELL, 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 reserve price will be held at the office of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, on 11 November 1996 at 11:15, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, being:

Erf 20548, situated at Vosloorus Extension 30, measuring 209 square metres, Registration Division IR, Transvaal, held by the Defendants under Title Deed TL37077/1992.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single storey dwelling, lounge, kitchen, two bedrooms, bathroom and w.c.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer a guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Randburg this 25th day of September 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.

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

**In the matter between NBS BANK LTD, Plaintiff, and RUN ABOUT PROPERTY CC, First Defendant, and WU, HUEI LING, Second Defendant**

In execution of a judgment of the Supreme Court of South African (Witwatersrand Local Division) in the above action, a sale as a unit without reserve price will be held at the office of the Sheriff, Sandton, 9 St Giles Street, Kensington B, on 1 November 1996, at 10:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale, at the offices of the Sheriff, 10 Conduit Street, Kensington B, being:

Portion 111 (a portion of Portion 40) of Erf 495, Morningside Manor Extension 4, situated at 111 Morningside Villas, Lawnmarket Street, Morningside Manor Extension 4, measuring 225 square metres, Registration Division IR, Transvaal, held by the Defendants under Title Deed T13471/95.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Double-storey dwelling in complex, consisting of lounge/dining-room, study, kitchen, three bedrooms, two bathrooms, shower, two toilets, single garage and patio.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer a guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Randburg this 26th day of September 1996.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)  
C/o Ninth Floor, North State Building, corner of Market and Kruis Streets, Johannesburg.

Case No. 74285/96

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

**In the matter between CITY OF JOHANNESBURG PENSION FUND, formerly known as JOHANNESBURG MUNICIPAL SECOND PENSION FUND, Plaintiff, and JOSHUA KHAMBULE, Defendant**

In execution of a judgment of the Magistrate's Court, Johannesburg, in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Boksburg, on 1 November 1996 at 11:15, of the undermentioned property of the Defendant on the conditions read out by the auctioneer at the offices of the Sheriff, 182 Leeuwpoot Street, Boksburg, prior to the sale and which may be inspected at the offices of the Sheriff prior to the sale, namely:

Erf 6484, Vosloorus Extension 9 Township, Registration Division IR, Transvaal, measuring 280 (two hundred and eighty) square metres, as shown on General Plan L491/87, situated at 6484 Marimba Gardens, Vosloorus Extension 9.

The following improvements are on the property and are reported but nothing is guaranteed: *Main building:* A single storey brick residence under tiled roof, consisting of lounge, dining-room, two bedrooms, bathroom and kitchen. *Outbuildings:* No outbuildings.

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

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

Alec Oshry, Plaintiff's Attorneys, Seventh Floor, 66 Smal Street, Johannesburg. (Tel. 337-9563.)

Case No. 17384/95

PH 152

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ADCOCK INGRAM LIMITED, Plaintiff, and MKELE, K., Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale with a reserve price of R182 112,03, will be held by the Sheriff of the Supreme Court, Johannesburg, 131 Marshall Street, Johannesburg, on 31 October 1996 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer prior to the sale:

Certain Erf 1110, Mulbarton Extension 3, Registration Division IR, Transvaal, measuring 1 245 square metres, situated at 15 Kastaaing Street, Mulbarton Extension 3.

*Description:* The dwelling built of face brick under tiled roof consisting of a kitchen, 3 bedrooms, 2 bathrooms, a lounge, a diningroom, a TV room, a double garage, maids room, paving with electrical fencing and precast walls.

The property is situated in an area zoned 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, 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 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 000,00 (Six thousand rand). Minimum charges R100 (one hundred rand).

Signed at Johannesburg on the 26th day of September 1996.

P. Silver, for Silver & Warran, Plaintiff's Attorneys, 70C Oxford Road, Riviera, Johannesburg; P.O. Box 47153, Parklands, 2121. (Tel. 486-2850.) (Ref. Mr A. Hinds/A31.AU7.)

Saak No. 6552/96

PH 135

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen ESKOM FINANCE COMPANY (PTY) LIMITED, Eiser/Eksekusieskuldeiser, en  
LUTULI, SITEMBILE LESLIE, 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, Alberton, gehou word op 29 Oktober 1996 om 10:00 by die kantore van die Balju, Alberton, Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, op die voorwaardes wat deur die afslaer gelees word ten tye van die verkoping en welke voorwaardes by die Balju van die Hooggeregshof, Alberton, ter insae lê van die ondergemelde eiendom:

Erf 1155, Spruitview-uitbreiding 1, Katlehong-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, welke eiendom 400 (vierhonderd) vierkante meter groot is en welke eiendom geleë is te Erf 1155, Spruitview-uitbreiding 1, Primrose Terrace Road, Katlehong, en bestaande uit (nie gewaarborg nie): 'n Huis met sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer, aparte toilet.

**2. Terme:**

2.1 10% (tien per centum) van die koopprys in kontant op die dag van die verkoping, en ten opsigte van die balans plus rente op die volle koopprys teen heersende verbandkoerse betaalbaar teen registrasie van transport, moet 'n bank, 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 persent) van die opbrengs van die verkoping tot 'n prys van R30 000 (dertigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R7 000 (seweduisend rand).

2.2.2 Minimumfooi R260 (tweehonderd en sestig rand).

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

Hofmeyer Ing., Vierde Verdieping, Forum II, Hoofdstraat 33, Braampark, Braamfontein. (Verw. W. van Rensburg/ivdb/814887.)

Saak No. 9390/96

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en M. F. SEPTEMBER, Verweerder**

As gevolg van 'n vonnis van die Landdroshof, Klerksdorp, en 'n lasbrief van eksekusie gedateer 28 Augustus 1996, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 1 November 1996 om 09:00, by die kantore van die Balju van die Landdroshof, Orkney, Campionweg 21, Orkney:

Erf 4587, geleë in die dorp Kanana-uitbreiding 3, Registrasieafdeling IP, Noordwes, groot 135 (eenhonderd vyf-en-dertig) vierkante meter.

**Verkoopvoorwaardes:**

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

2. Sonder om dit enigsins te waarborg, is die eiendom verbeter met 'n woonhuis bestaande uit sitkamer, twee slaapkamers, badkamer en kombuis.

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

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

O. P. B. L'Ange, vir L'Ange, De Waal & Freysen, Eerste Verdieping, Ferumhuis, Kockstraat 22, Posbus 59, Klerksdorp.



Case No. 8529/95

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

**In the matter between THE STANDARD BANK OF S.A. LTD, Plaintiff, and JOHANNES LEOPOLDES CORNELIUS LOUW, First Defendant, and ERIKA LOUW, 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 Magistrate's Office, Dolomiet Street, Delmas, on Friday, 25 October 1996 at 10:00, of the under-mentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the Sheriff, prior to the sale:

Portion 24 (a portion of Portion 10) of the farm Rietkol 237, Registration Division IR, Transvaal, in extent 8,8627 (eight comma eight six two seven) hectares, held under Deed of Transfer T42971/94, subject to the conditions therein contained and especially subject to the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: *Dwelling*: Lounge, kitchen, two bedrooms, bathroom and shower. *Outbuildings*: Carport, store-room and servant's room with w.c. *Cottage*: Lounge, bedroom, kitchen and bathroom.

Ten per cent (10%) of the purchase price and 5% (five per cent) auctioneer's charges on the first R30 000 (thirty thousand rand), and 3% (three per cent) thereafter in cash, plus VAT, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Dated at Pretoria this 3rd day of October 1996.

E. M. Eybers, for Adams & Adams, Adams and Adams Place, 1140 Prospect Street, Hatfield, Pretoria. [Tel. (012) 481-1500.] (Ref. EME/ep S453/95.)

Case No. 13796/95

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

**In the matter between NEW REPUBLIC BANK LTD, Plaintiff, and EBRAHIM AHMED MOOSAJEE, Defendant**

In pursuance of a judgment of the above Honourable Court, and a warrant of execution, the property described below will be sold in execution on Friday, 8 November 1996 at 10:00, at the Magistrate's Offices, Pietersburg, namely:

Certain Remaining Extent of Erf 696, situated in the Township of Pietersburg, Registration Division LS, Northern Province, better known as 8 Dorp Street, Pietersburg, extent 2 855 (two eight five five) square metres.

*District*: Pietersburg, Northern Province.

*Description*: As on Deed of Transfer T73034/1994.

The following particulars are given in respect of improvements, although no guarantee can be given as to the correctness thereof: Dwelling-house which consists of the following: Entrance hall, guest lounge, guest dining-room, three bedrooms each with his own bathroom and built-in cupboards, kitchen with separate scullery, TV room, flat consists of two bedrooms, bathroom, dining-room, lounge and kitchen.

*Terms*: 10% of the purchase price will be payable on date of sale and the unpaid balance plus interest thereon, as stipulated in the conditions of sale, to date of registration of transfer, shall be payable or shall be secured by an acceptable bank or building society guarantee within 30 (thirty) days from date of sale. The full conditions of sale, of which the contents must be incorporated herein, and which will be read prior to the sale, can be inspected at the Sheriff's office, Pietersburg.

Dated and signed at Pietersburg on this 26th day of September 1996.

Jacques Horak, for Botha Horak Incorporated, 27 Joubert Street; P.O. Box 3615, Pietersburg, 0700. (Tel. 291-2147/8.) (Ref. Mr Horak/pvdh/7407.)

Case No. 12339/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARIA LOUISA SERFONTEIN, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Germiston on 12 August 1996, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 7 November 1996 at 10:00, at the Sheriff's Office, Fourth Floor, Standard Towers, 247 President Street, Germiston, to the highest bidder:

Certain unit consisting of—

(i) Section 10 as shown and more fully described on Sectional Plan SS12/76 in the scheme known as Dahlia Court in respect of the land and building or buildings situated at Primrose Township, the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area, according to the said sectional plan, is 93 (ninety-three) 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 Deed of Transfer ST24833/93.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, iron roof, comprising of lounge, entrance hall, kitchen, two bedrooms, bathroom and garage.

*The conditions of sale:*

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

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

Dated at Germiston on this 2nd day of October 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 422-1350.) (Ref. N57031/Mrs West.)

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## CAPE • KAAP

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**Case No. 1726/96**

IN THE SUPREME COURT OF SOUTH AFRICA  
(South-Eastern Cape Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and MICKEL WELSH, First Defendant, and  
KAREN WELSH, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 30 August 1996, and the warrant of execution dated 2 September 1996, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 1 November 1996 at 15:00, at the foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

A unit consisting of:

(a) Section 7, as shown and more fully described on Sectional Plan SS42/1984, in the scheme known as Milnerton, in respect of the land and building or buildings situated at Swartkops, in the Municipality of Port Elizabeth, of which the floor area, according to the said sectional plan, is 89 (eighty-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 ST9427/92, situated at 7 Milner Flats, old Grahamstown Road, Swartkops, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under asbestos dwelling, lounge, kitchen, two bedrooms, bath/w.c. and guest w.c./whb.

*Zoning:* In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for Residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

*Material conditions of sale:* The purchase price will be payable by means of a deposit of 10% (ten per cent) and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% (five per cent) on the first R30 000 and 3% (three per cent) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 19th day of September 1996.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rr.)

**Case No. 1727/96**

IN THE SUPREME COURT OF SOUTH AFRICA  
(South-Eastern Cape Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and MONWABISI CHARLES XUJWA, First Defendant, and  
PUMLA YVONNE XUJWA, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 30 August 1996, and the warrant of execution dated 2 September 1996, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 1 November 1996 at 15:00, at the foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 562, Cotswold, in the Municipality and Division of Port Elizabeth, measuring 1 257 square metres, held by the Defendants under Deed of Transfer T20541/93, situated at 4 Warbler Street, Cotswold, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: A private dwelling.

**Zoning:** In terms of the Port Elizabeth Municipal zoning scheme, the property is zoned for Residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

**Material conditions of sale:** The purchase price will be payable by means of a deposit of 10% (ten per cent) and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% (five per cent) on the first R30 000 and 3% (three per cent) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 19th day of September 1996.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rr.)

**Saak No. 2106/94**

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

##### In die saak tussen TRIANGLE FURNISHERS, Eiser, en NOMICILE LIZZIE NDEYA, Verweerder

Ingevolge 'n vonnis toegestaan in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie uitgevoer op 6 Desember 1995, sal die ondervermelde vaste eiendom per openbare veiling verkoop word op 31 Oktober 1996 om 11:00, te Landdroshof, Durbanstraat, Uitenhage:

Sekere stuk grond synde Ou Erf 2149, kwaNobuhle, Uitenhage, geleë in die munisipaliteit (nou plaaslike oorgangsraad) en afdeling Uitenhage, groot 281 (tweehonderd een-en-tagtig) vierkante meter.

Die volgende inligting word verskaf, alhoewel geen waarborg in die verband daarmee gegee word nie: Die eiendom is geleë en bekend as Sisilanastraat 17, kwaNobuhle, Uitenhage, onder asbesdak en bestaande uit twee slaapkamers, eetkamer en kombuis.

##### Voorwaardes van verkoop:

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

2. Die koopprys moet soos volg betaal word:

(a) Tien persent (10%) daarvan in kontant by ondertekening van hierdie voorwaardes en betaalbaar aan die Balju vir die Landdroshof, asook Balju vir die Landdroshof se afslaaersfoo.

(b) Die balans teen transport verseker te word deur middel van goedgekeurde bank- of bouverenigingwaarborgs ten gunste van die Vonnisskuldeiser en/of sy genomineerdes by die Balju vir die Landdroshof ingehandig te word binne 21 dae na datum van verkoping, welke waarborgs op registrasie van transport van die eiendom op naam van die koper, betaalbaar sal wees vry van wisselkoers te Uitenhage.

3. Al die verkoopvoorwaardes lê ter insae by die kantoor van die Balju vir die Landdroshof, Uitenhage-Suid.

Gedateer te Uitenhage op hede die 20ste dag van September 1996.

Baard Lessing & Kie., Prokureurs vir Eiser, Bairdstraat 14B, Posbus 903, Uitenhage, 6230.

**Case No. 4324/96**

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

##### In the matter between ABSA BANK LIMITED, Execution Creditor, and Mr C. J. JORDAN, Debtor

In pursuance of a judgment in the Court for the Magistrate of Cape Town and writ of execution dated 27 February 1996, the property listed hereunder will be sold in execution on 1 November 1996 at 12:00, at Erf 1793 and Erf 1795, St Helena Bay, to the highest bidder:

Certain Erf 1793, St Helena Bay, in the Municipality of St Helena Bay, Malmesbury Division, in extent 1,1344 (one comma one three four four) hectare.

Erf 1795, St Helena Bay, in the Municipality of St Helena Bay, Malmesbury Division, in extent 1,0362 (one comma nought three six two) hectare, held by Deed of Transfer T25885/1994.

##### 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: None, vacant land.



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 18,25% (eighteen 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 Goodwood this 11th day of September 1996.

Heyns & Partners Incorporated, Attorneys for Judgment Creditor, 168 Vasco Boulevard, Goodwood. (Ref. N. Marais/mb/A180.)

**Saak No. 7914/95**

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

**In die saak tussen SAAMBOU BANK, Eiser, en D. RIET, Verweerder**

Kragtens 'n uitspraak van die Hof van die Landdros, Kimberley, op 1 Augustus 1995 en lasbrief vir eksekusie, sal die volgende eiendom in eksekusie verkoop word op Donderdag, 31 Oktober 1996 om 10:00, voor die Landdroskantoor te Kimberley, deur die Balju, Kimberley, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf 20127, Kimberley, geleë in die munisipaliteit en administratiewe distrik Kimberley, beter bekend as Cuckoostraat 22, Kimberley, groot 329 vierkante meter, gehou kragtens Transportakte T6269/1993.

Die verkoopvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

Geteken te Kimberley op hierdie 25ste dag van September 1996.

K. J. Spangenberg, vir Van de Wall & Vennote, Van de Wallgebou, Southeystraat, Kimberley, 8301.

**Case No. 684/95**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

**In the matter between FAIZEL H. SUNGAY AND SHAUKET AMTAY, a partnership trading as SILVERSANDS SERVICE STATION, Plaintiff, and Mr JOHN STEVIE WYNAND, Defendant**

In execution of a judgment of the above Honourable Court, dated 23 October 1995, the property described below will be sold in execution, on Thursday, 31 October 1996 at 10:00, on the premises at 5 Saaiman Street, Hillcrest, Kuils River, to the highest bidder, subject to the following conditions hereinafter mentioned and to the further conditions which will be read out by the auctioneer/Sheriff at the sale:

Erf 3749, Blue Downs, in the area of the Transitional Metropolitan Substructure of Melton Road/Blue Downs, Division of Stellenbosch, Western Cape Province, in extent 330 (three hundred and thirty) square metres, held by Deed of Transfer T54837/1988.

*Conditions of payment:* Ten per centum (10%) of the purchase price must be paid by way of cash or bank-guaranteed cheque immediately after the property has been declared sold, whilst the balance of the purchase price together with interest thereon at the rate of 15,5% (one five comma five per centum) per annum as from the date of sale up to the date of registration of transfer, must be paid in cash against registration of transfer. The purchaser must furthermore within fourteen (14) days after the sale supply the attorney of the Judgment Creditor with a bank or building society guarantee for due compliance with all his obligations in terms of the conditions of sale, which guarantee must be approved by the said attorney. All payments must be made free of bank commission at Parow or at such other place as the attorney of the Judgment Creditor may appoint.

*Conditions of sale:* The conditions of sale are available for inspection at the office of the Sheriff of the Magistrate's Court, Bellville/Kuils River.

Dated at Cape Town this 30th day of September 1996.

Crossley & Dykman, Plaintiff's Attorneys, 703 Groote Kerk Building, 39 Adderley Street, Cape Town, 8001. (Ref. D. Dykman.cr/W00020.)

**Saak No. 37805/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH**

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en CLINTON WHITE, Verweerder**

Kragtens 'n vonnis van die Landdros vir die distrik Port Elizabeth, sal die ondergemelde eiendom verkoop word op 1 November 1996 om 14:15, by die hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonde reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid:

Erf 3533, Hunters Retreat, in die munisipaliteit en afdeling Port Elizabeth, groot 577 (vyfhonderd sewe-en-sewentig) vierkante meter, gehou kragtens Transportakte T50561/93, ook bekend as Birkenheadsingel 9, Sherwood, Port Elizabeth.



Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdiepingbaksteenwoonhuis is bestaande, uit twee slaapkamers, sitkamer, kombuis en badkamer.

10% (tien persent) van die koopprys sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Getken te Port Elizabeth op hierdie 19de dag van September 1996.

Stulping Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

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#### SALE IN EXECUTION

##### FIRST NATIONAL BANK *versus* E. W. BONYONGO MITCHELLS PLAIN CASE No. 18604/95

*The property:* Erf 19670, Khayelitsha.

*In extent:* 150 (one hundred and fifty) square metres.

*Situated at:* 19670 Fidel Castro Street, Amakhaya, Khayelitsha.

*Improvements* (not guaranteed): Single dwelling under an asbestos tiled roof consisting of two bedrooms, lounge, kitchen, bathroom and toilet/handbasin.

*Sale date:* 14 November 1996 at 10:00.

*Place of sale:* Mitchells Plain Court-house.

*Material conditions:* The sale will be by public auction to the highest bidder subject to 10% deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, 23 Strawberry Mall, Church Street, Strandfontein.

Dated at Wynberg this 20th day of September 1996.

Pincus Matz Marquard Hugo-Hamman, Attorney for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

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**Case No. 46249/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,  
TODD STREET, PORT ELIZABETH

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
ALBERT ELFIE FREDERICKS, Defendant**

In pursuance of a judgment in the Magistrate's Court for the District of Port Elizabeth dated 10 July 1996 and writ issued in accordance therewith, the property listed hereunder will be sold in execution in the foyer of the Magistrate's Court, Main Street, North End, Port Elizabeth, by public auction on 1 November 1996 at 14:15:

Erf 953, Bloemendal, Municipality and Division of Port Elizabeth, in extent 271 (two seven one) square metres, held by Albert Elfie Fredericks and Muriel Beverley Bernice Fredericks, married in community of property to each other, under Deed of Transfer T75092/90, situated at 39 Eglantine Road, Booyensens Park, Bloemendal, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under asbestos roof, consisting of three bedrooms, a lounge and a kitchen, separate bathroom and toilet combined.

A substantial bond is available to an approved purchaser.

The full conditions of sale may be inspected at the office the Sheriff West, Magistrate's Court, 36 North Street, North End, Port Elizabeth.

*Terms:* 10% of the purchase price together with Sheriff's charges and commission including VAT, if applicable, on the date of sale, the balance in cash, against transfer to be secured by a bank or building society guarantee and to be furnished to the Plaintiff's attorneys within twenty-one (21) days after the date of the sale.

Dated at Port Elizabeth on this 13th day of September 1996.

Burmeisters, 12 Graham Street, North End, Port Elizabeth; P.O. Box 2351, North End, 6056. (Tel. 54-1334.) (Ref. C. de Lange/mc/F250.)

Saak No. 2339/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

**In die saak tussen ABSA BANK (UNITED), Eiser, en MOGAMARZAIN en YVONNE VANESSA FISHER, Verweerder**

Ingevolge 'n vonnis gelewer op 27 Julie 1995, in die Mitchells Plain Landdroshof, en 'n labrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 31 Oktober 1996 om 10:00, te Landdroshof, Mitchells Plain, aan die hoogste bieder, met geen reserweprys:

**Beskrywing:** Erf 22090, Mitchells Plain, in die gebied van die Metropolitaanse Oorgangsubstruktuur van Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot eenhonderd vier-en-veertig (144) vierkante meter, gehou kragtens Akte van Transport T11772/1994.

**Straatadres:** Dassiestraat 32, Eastridge, Mitchells Plain.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit sitkamer, kombuis, badkamer, toilet en drie slaapkamers.

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 Mulberryweg 2, Strandfontein.

Gedateer te Bellville op hede die 28ste dag van Augustus 1996.

A. H. der Kinderen, vir Bornman & Haywad, Eiser se Prokureur, Saambougebou, Kruskallaan 14, Bellville, 7530; Posbus 393 en 757, Bellville, 7535. [Tel. (021) 948-7400.] (Verw. ADK/M. Swart/A0020/68.)

Case No. 12645/96

## 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 STEVEN PETER ARENDSE and MAUREEN CAROL ARENDSE**

The following property will be sold in execution by public auction held at Mitchells Plain Magistrate's Court, to the highest bidder, on 30 October 1996 at 10:00:

Erf 8501, Mitchells Plain, in the area of the Southern Substructure, in extent 124 (one hundred and twenty-four) square metres, held by Deed of Transfer T15630/94, situated at 6 Hibiscus Road, Lentegeur.

**Conditions of sale:**

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of two bedrooms, lounge, kitchen and bathroom/toilet.

3. **Payment:** Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 19,25% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 5th day of September 1996.

A. L. N. Berrange, for Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

**SALE IN EXECUTION****FIRST NATIONAL BANK versus GEORGE MARTIN KLEIN, First Defendant, and MITCHELLE ZELDA DOROTHY KLEIN, Second Defendant, Case No. 3432/96**

**The property:** Erf 5572, Mitchells Plain.

**In extent:** 176 square metres.

**Situation at:** 47 Missouri Road, Portlands, Mitchells Plain.

**Improvements (not guaranteed):** Single dwelling of brick walls consisting of two bedrooms, lounge, kitchen, bathroom and toilet.

**Sale date:** 12 November 1996 at 10:00.

**Place of sale:** Mitchells Plain Magistrate's Court-house.

**Material conditions:** The sale will be by public auction to the highest bidder subject to 10% deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain, 2 Mulberry Way, Strandfontein.

Dated at Wynberg this 13th day of September 1996.

Pincus Matz Marquard Hugo-Hamman, Attorney for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

**Saak No. 15513/92**

**IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN**

**In die saak tussen NBS BANK BEPERK, Eiser, en F. en C. DE RUITERS, Verweerder**

Ingevolge 'n vonnis van die Landdroshof, Mitchells Plain, gedateer 8 Januarie 1993 en 'n lasbrief tot beslaglegging van onroerende eiendom, word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Mitchells Plain, per publieke veiling te koop aangebied, op 4 November 1996 om 10:00:

Erf 14116, Mitchells Plain, afdeling Kaap, groot 169 vierkante meter, ook bekend as Beaufortstraat 52, Rocklands, Mitchells Plain, gehou kragtens Transportakte T56084/88.

**Voorwaardes:**

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Mitchells Plain, 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 19,25% (negentien 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, Mitchells Plain, en by die kantoor van die ondergemelde Bill Tolken Hendrikse & Vennote, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

**Datum:** 25 September 1996.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EDN224.)

**Case No. 13039/96**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

**In the matter between UNITED BANK, a division of ABSA BANK LIMITED, Plaintiff, and DAVID ABRAHAMS, First Defendant, and CATHEL MAUREEN ABRAHAMS, Second Defendant**

The following property will be sold in execution at the Mitchells Plain Court-house, on Thursday, 31 October 1996 at 10:00, to the highest bidder:

Erf 33067, Mitchells Plain, situated at 34 Golf Circle, Alpine Park, Beacon Valley, Mitchells Plain, measuring two hundred and fifty-three (253) square metres.

**Description:** Brick building, tiled roof, three bedrooms, lounge, dining-room, kitchen, toilet and bathroom, held by Title Deed T44961/1986, dated 27 February 1990.

1. The following improvements are reported by not guaranteed: None.

2. **Payment:** A deposit of ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 20,25% (twenty comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z01549.)

**Case No. 4921/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK, versus FABIAN JEROME PETERSEN and LINDA PETERSEN**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Tuesday, 5 November 1996, at 09:00, to the highest bidder:

Erf 1613, Scottsdene, in extent 317 square metres, held by T20505/1995, situated at 10 Burbank Drive, Bernadino Heights, Kraaifontein, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, 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% (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 bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of this 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. 155155/gt.)

**Case No. 92/91**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK, versus TREVOR IVAN LE ROUX and MARINA GERTY LE ROUX**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Tuesday, 5 November 1996, at 09:00, to the highest bidder:

Erf 735, Blue Downs, in extent 230 square metres, held by T19248/1989, situated at 29 Lohr Crescent, Silversands, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,25% (nineteen comma two five per 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 this 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. 159053/gt.)

**Case No. 5127/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK, versus RICARDO RAMOND VAN ASWEGEN and AMANDA MELANY VAN ASWEGEN**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Tuesday, 5 November 1996, at 09:00, to the highest bidder:

Erf 2296, Blue Downs, in extent 398 square metres, held by T39279/1988, situated at 19 Athens Road, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms, bathroom, toilet and double garage.



2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 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. 155384/gt.)

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**Case No. 1385/91**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK, versus JOSEPH HENRY JONES and RACHEL ALIDA JONES**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Tuesday, 5 November 1996 at 09:00, to the highest bidder:

Erf 5711, Blue Downs, in extent 198 square metres, held by T31379/1989, situated at 16 Plane Street, Hindle Park, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 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. 158500/gt.)

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**Case No. 5269/89**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK, versus EDWIN GERALD FEBRUARY and SHIRLEEN ANNE CAROL FEBRUARY**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Tuesday, 5 November 1996 at 09:00, to the highest bidder:

Erf 2842, portion of Erf 1, Kleinvlei, in extent 542 square metres, held by T39690/1988, situated at 19 Magellaan Street, Forest Glade, Kleinvlei, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge/kitchen, three bedrooms, 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 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 Riebeeck Street, Cape Town. (Ref. 134793/gt.)

Case No. 9958/89

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

**ABSA BANK LIMITED, trading as UNITED BANK, versus JOHNATHAN PAUL SAMUEL and GALE INGRID SAMUEL**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Tuesday, 5 November 1996 at 09:00, to the highest bidder:

Erf 3798, Kleinvlei, in extent 455 square metres, held by T11865/1988, situated at 5 Cabral Street, Kleinvlei, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, dining-room/kitchen, two bedrooms, 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 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 Riebeeck Street, Cape Town. (Ref. 135120/gt.)

Case No. 20381/96

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

**ABSA BANK LIMITED, trading as UNITED BANK, versus JOHAN NIKOLAS LOUW and RINIE LOUW**

The following property will be sold in execution at the site of the property, 24 Jakaranda Street, Blomtuin Estate, Bellville, Western Cape, on Monday, 4 November 1996 at 11:15, to the highest bidder:

Erf 3163, Bellville, in extent 777 square metres, held by T8974/1992, situated at 24 Jakaranda Street, Blomtuin Estate, Bellville, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, family room, dining-room, study, kitchen, scullery, three bedrooms, three bathrooms/toilets and double garage.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 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. 157623/gt.)

Case No. 21672/95

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

**ABSA BANK LIMITED, trading as ALLIED BANK, versus JOHN DANIEL KNOX**

The following property will be sold in execution at the site of the property, 31 Proland Park, La Rochelle, Bellville, Western Cape, on Monday, 4 November 1996 at 12:15, to the highest bidder:

*A unit consisting of—*

(a) Section 4, as shown and more fully described on Sectional Plan SS189/1981 in the scheme known as Proland Park, situated at Bellville, in the area of the Transitional Metropolitan Substructure of Bellville, Cape Division, in the Province of the Western Cape, of which section the floor area according to the said sectional plan is one hundred and twelve (112) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held by ST189/1984 (4) (Unit), also known as 31 Proland Park, La Rochelle, Bellville, Western Cape.

1. The following improvements are reported but not guaranteed: *Sectional title unit*: Entrance hall, lounge, kitchen, three bedrooms, bathroom/toilet, bathroom/shower/toilet and garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,25% (nineteen comma two five per 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 Riebeeck Street, Cape Town. (Ref. 140594/gt.)

Saak No. 3754/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

In die saak tussen **BOLAND BANK BEPERK, Eiser, en mnr. D. L. M. ROBINSON, Eerste Verweerder, en mev. M. S. ROBINSON, Tweede Verweerder**

Geliewe kennis te neem dat ter uitvoering van vonnis in bostaande saak, sal die eiendom hierna vermeld, per openbare veiling verkoop word op Dinsdag, 29 Oktober 1996 om 10:00, te Markstraat 10, Wellington:

Erf 4437, Wellington, in die munisipaliteit Wellington, afdeling Paarl, groot 1 207 (eenduisend tweehonderd-en-sewe) vierkante meter, gehou kragtens Transportakte T33612/91, synde 'n woonhuis geleë te Markstraat 10, Wellington.

*Veilingvoorwaardes:*

1. Die eiendom word aan die hoogste bieder verkoop, onderworpe aan die bepalings van die Wet op Landdroshofe en die reëls daarvolgens uitgevaardig en van die titelbewys in soverre dit van toepassing is.

2. Tien persent (10%) van die koopprys moet betaal word by ondertekening van die veilingvoorwaardes of andersins soos die Balju mag reël. Die balans van die koopprys, tesame met rente teen 18,25% (agtien komma twee vyf persent) per jaar bereken vanaf datum van besit tot datum van betaling, moet betaal word teen registrasie van die eiendom in naam van die koper. Die balanskoopprys moet binne veertien (14) dae na datum van die veiling versekureer word deur 'n goedgekeurde bankwaarborg.

3. Die volledige veilingvoorwaardes lê ter insae by die kantore van die Balju geleë te Hoofweg 42E, Wellington, en sal onmiddellik voor die veiling uitgelees word.

Van der Spuy & Vennote, Prokureurs vir Eiser, Thomstraat 36, Paarl.

Case No. 681/93

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

In the matter between **ABSA BANK LIMITED, trading as UNITED BANK, versus PAUL GAVIN DE BRUYN AND DEBORAH ELIZABETH DE BRUYN**

The following property will be sold in execution by public auction held at 125 Arries Avenue, Ocean View, Fish Hoek, to the highest bidder on 30 October 1996 at 14:30:

Erf 974, Ocean View, in extent 140 (one hundred and forty) square metres, held by Deed of Transfer T14041/91, situated at 125 Arries Avenue, Ocean View.

*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, three bedrooms, kitchen and bathroom/toilet.

3. *Payment:* 10% (ten per cent) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19,25% (nineteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 27th day of September 1996.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

Saak No. 5992/96

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

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK BPK., Eiser, en  
P. GROOTBOOM, Verweerder**

Die volgende eiendom sal in eksekusie verkoop word by die perseel van die Verweerder op Vrydag, 1 November 1996 om 11:00, aan die hoogste bieder:

Erf 1488, Scottsdene, in die gebied van die Metropolitaanse Oorgangsubstruktuur van Scottsdene, afdeling Stellenbosch, provinsie Wes-Kaap, groot 489 (vierhonderd nege-en-tagtig) vierkante meter, gehou kragtens Transportakte T17913/95, geleë te Montereystraat 14, Kraaifontein.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: Baksteengebou, teëldak, sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer.

2. *Betaling*: 10% (tien persent) van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans [plus rente teen die heersende koers van 19,25% (negentien komma twee vyf persent) per jaar, 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 veilingvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Gedateer te Kaapstad op hierdie 23ste dag van September 1996.

A. F. Brand, vir De Klerk & Van Gend, Prokureurs vir Eiser, Volkskasgebou, Adderleystraat, Kaapstad, 8001.

Case No. 6765/96

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

**In the matter between ABSA BANK LTD, Plaintiff, and J. BADENHORST, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Kimberley issued on 6 September 1996 and a warrant of execution dated 3 September 1996, the undermentioned property will be sold in execution to the highest bidder at the Magistrate's Court, Kimberley, on Thursday, 31 October 1996 at 10:00:

Certain Erf 20806, Kimberley, situated in the City and District of Kimberley, measuring 377 (three seven seven) square metres, held by Deed of Transfer T3324/1994, also known as 19 Oriental Street, Colville, Kimberley.

The following improvements on the property are reported, but nothing is guaranteed: Lounge, dining-room, three bedrooms, bathroom, toilet and kitchen.

10% (ten per cent) of the purchase price together with value-added tax thereon, where applicable, and auctioneer's charges together with value-added tax on such charges payable in cash on the date of the sale, the balance of the purchase price together with value-added tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Kimberley, and will be read out immediately prior to the sale.

Dated at Kimberley on this 20th day of September 1996.

Frank, Horwitz, Hugo & Fletcher, Attorneys for Plaintiff, Second Floor, United Building, Chapel Street, Kimberley. (Ref. H. Pistorius/cg/A64.)

Saak No. 2737/96

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

**In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en MARKO MIKO, Eksekusieskuldenaar**

In die gemelde saak sal 'n veiling gehou word op 30 Oktober 1996 om 12:00, op die perseel:

Erf 4327, Gordonsbaai, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur van Gordonsbaai, afdeling Stellenbosch, provinsie Wes-Kaap, groot 589 vierkante meter, gehou kragtens Transportakte T57377/95, ook bekend as Bobby Lock Slot 7, Pine Acres, Gordonsbaai.

*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 ( $\frac{1}{10}$ ) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 20,05% (twintig komma nul vyf persent) per jaar, 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): *Hoofgebou*: Leë erf. *Buitegebou*: Geen.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Strand, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 17de dag van September 1996.

A. J. Marais, vir Marais Muller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

Saak No. 6958/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen ABSA BANK BEPERK, Eiser, en KENNETH RICARDO IMPONDU, Eerste Verweerder, en CATHERINE ELIZABETH SHIRLEY IMPONDU, Tweede Verweerder**

Ter uitvoering van 'n vonnis van bogemelde Landdroshof, gedateer 26 Julie 1996 in bogemelde aangeleentheid, sal die eiendom bekend as Erf 3851, Eucalyptus Place 5, Eersterivier, per publieke veiling aan die hoogste bieder verkoop word by Kuilsrivier Landdroshof, op 5 November 1996 om 09:00, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die geregsbode te Bellville, 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 bankgewaarborgde 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.

(d) Besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

*Eiendom*: Erf 3851, Eersterivier, in die Plaaslike Gebied Eersterivier, afdeling Stellenbosch, groot 376 (driehonderd ses-en-sewentig) vierkante meter, gehou kragtens Transportakte T18512/1989.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Sitkamer, kombuis, badkamer met toilet, twee slaapkamers en motorhuis.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Stellenbosch op hierdie 13de dag van September 1996.

Cluver Markotter, SA Permanentegebou, Pleinstraat 4, Stellenbosch, 7600. (Verw. GJE/wp/M9821.)

Saak No. 4902/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

**In die saak tussen DIE MUNISIPALITEIT VAN DIE STAD VAN KIMBERLEY, Eiser, en RONALD THOMAS, Verweerder**

Ingevolge 'n vonnis van die Hof van die Landdros van Kimberley en 'n lasbrief vir eksekusie gedateer 8 November 1995, sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder voor die Landdroskantoor, Kimberley, op Donderdag, 31 Oktober 1996 om 10:00:

Sekere Erf 24079, geleë in die stad en distrik Kimberley, provinsie Noord-Kaap, groot 270 (twee sewe nul) vierkante meter, gehou kragtens Akte van Transport T7192/1993, ook bekend as Pilchardstraat 25, Homelite, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis, maar niks word gewaarborg nie.

10% (tien persent) van die koopprys met belasting op toegevoegde waarde daarop, indien van toepassing, en afslaersgelde tesame met belasting op toegevoegde waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans met belasting op toegevoegde waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Saak No. 4285/96

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

**In die saak tussen BOLAND BANK PKS BEPERK, Eiser, en mnr. C. S. HOFFMAN, Eerste Verweerder, en mev. C. G. HOFFMAN, Tweede Verweerder**

Geliewe kennis te neem dat ter uitvoering van vonnis in bostaande saak, sal die eiendom hierna vermeld, per openbare veiling verkoop word op Maandag, 28 Oktober 1996 om 10:00, te Santa Rosastraat 76, Groendal, Franschhoek:

Erf 673, Franschhoek, in die Munisipaliteit Franschhoek en afdeling van Paarl, groot 394 (driehonderd vier-en-negentig) vierkante meter, gehou kragtens Transportakte T50436/1989, synde 'n woonhuis geleë te Santa Rosastraat 76, Groendal, Franschhoek.

**Veilingsvoorwaardes:**

1. Die eiendom word aan die hoogste bieder verkoop, onderworpe aan die bepalings van die Wet op Landdroshowe en die reëls daarvolgens uitgevaardig en van die titelbewys insoverre dit van toepassing is.

2. Tien persent (10%) van die koopprijs moet betaal word by ondertekening van die veilingvoorwaardes of andersins soos die Balju mag reël. Die balans van die koopprijs, tesame met rente teen 22,5% (twee en twintig komma vyf persent) per jaar bereken vanaf datum van besit tot datum van betaling, moet betaal word teen registrasie van die eiendom in naam van die koper. Die balans koopprijs moet binne veertien (14) dae na datum van die veiling versekureer word deur 'n goedgekeurde bankwaarborg.

3. Die volledige veilingsvoorwaardes lê ter insae by die kantore van die Balju geleë te Du Toitstraat 40, Paarl, en sal onmiddellik voor die veiling uitgelees word.

H. Claassen, vir Van der Spuy & Vennote, Prokureurs vir Eiser, Thomstraat 36, Paarl.

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

**In die saak tussen MUNISIPALITEIT VAN DIE STAD KIMBERLEY, Eiser, en STANDLY LOUW, Verweerder**

Ingevolge 'n vonnis van die Hof van die Landdros van Kimberley en 'n lasbrief vir eksekusie gedateer 6 November 1995 sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder voor die Landdroskantoor, Kimberley op Donderdag, 31 Oktober 1996 om 10:00:

Sekere Erf 23999, geleë in die stad en distrik van Kimberley, groot 292 (twee nege twee) vierkante meter, gehou kragtens Akte van Transport T10014/1993, ook bekend as Bass Close 12, Homelite, Kimberley.

Die verbeterings op die eiendom bestaan uit 'n losstaande huis, maar niks word gewaarborg nie.

Tien persent (10%) van die koopprijs met belasting op toegevoegde waarde daarop, indien van toepassing, en afslaersgelde tesame met belasting op toegevoegde waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans met belasting op toegevoegde waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Kimberley en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Dundan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Saak No. 4761/95

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

**In die saak tussen MUNISIPALITEIT VAN DIE STAD VAN KIMBERLEY, Eiser, en PERCY ISAAC BENJAMIN, Verweerder**

ingevolge 'n vonnis van die Hof van die Landdros van Kimberley en 'n lasbrief vir eksekusie gedateer 6 November 1995 sal die ondervermelde eiendom geregtelik verkoop word aan die hoogste bieder voor die Landdroskantoor, Kimberley, op Donderdag, 31 Oktober 1996 om 10:00:

Sekere Erf 24021, geleë in die stad en distrik Kimberley, Provinsie Noord-Kaap, groot 318 (drie een agt) vierkante meter, gehou kragtens Akte van Transport T539/1994, ook bekend as Sole Close 4, Homelite, Kimberley).

Die verbeterings op die eiendom bestaan uit 'n losstaande huis met, maar niks word gewaarborg nie.

Tien persent (10%) van die koopprijs met belasting op toegevoegde waarde daarop, indien van toepassing, en afslaersgelde tesame met belasting op toegevoegde waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping, die balans met belasting op toegevoegde waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Kimberley en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Case No. 828/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(South-Eastern Cape Local Division)

**In die matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
VULINDELA MANTANGA, defendant**

In pursuance of a judgment of the above Honourable Court dated 17 May 1996 and an attachment in execution dated 4 June 1996, the following property will be sold in the foyer, A. A. Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 25 October 1996 at 15:00:

Erf 6442, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 281 square metres, situated at 6 Gusha Street, Motherwell NU5, 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, dining-room, kitchen, three bedrooms and bathroom. A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, A. A. Mutual Building, 15 Rink Street, Port Elizabeth or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 1 Pickering Street, Newton Park, Port Elizabeth, telephone 391-2611.

*Terms:* 10% (ten per cent) and Deputy Sheriff's charges of 5% (five per cent) on the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000 and thereafter 3% (three per cent) up to a maximum fee of R7 000 subject to a minimum of R260 on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by plaintiff's attorneys, to be furnished to the Deputy Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth on this 17th day of September 1996.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. AB/lc/254.)

Case No. 4175/96

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

**In the matter between SMALL BUSINESS DEVELOPMENT CORPORATION LIMITED, Plaintiff, and  
NONZWAKAZI JANE TETANI, Defendant**

In pursuance of a judgment of the Magistrate's Court of Goodwood and writ of execution dated 13 June 1996, the property listed hereunder and commonly known as Zone 13, 12 Langa, will be sold in execution in front of the Magistrate's Court, Goodwood, on Tuesday, 29 October 1996 at 11:00, to the highest bidder:

Erf 128, Langa, in the area of the Transitional Metropolitan Substructure of Ikapa, District of the Cape, Western Cape Province, in extent 206 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with asbestos roof, comprising two bedrooms, lounge, kitchen, bathroom, toilet and flatlet built of blocks with IBR roof.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Goodwood, Epping Avenue, Elsie's River. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 6th day of September 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/vdk/K.252.)

Case No. 9466/93

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

**ABSA BANK LIMITED, trading as UNITED BANK, versus AUBREY DOMINIC TREADWAY and  
LORRAINE JONES TREADWAY**

The following property will be sold in execution in front of the Court-house for the District of Malmesbury, on Friday, 1 November 1996 at 10:00, to the highest bidder:

Erf 2461, Wesfleur, in extent 206 square metres, held by T6759/1992, situated at 12 Aster Crescent, Protea Park, Wesfleur, Atlantis, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms, bathroom/toilet and detached store-room.



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. 104144/gt.)

**Case No. 32445/95**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**In the matter between STANDARD BANK OF S.A. LIMITED, Plaintiff, and GERTINA SANDRA PIETERSE, First Defendant, and JACOBUS PIETER PIETERSE, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 17 January 1996, and a writ of execution dated 19 January 1996, the property listed hereunder will be sold in execution on 1 November 1996 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 2810, Walmer, in the Municipal and Administrative District of Port Elizabeth, measuring 2 115 (two thousand one hundred and fifteen) square metres, situated at 63 Ninth Avenue, Walmer, Port Elizabeth.

*Improvements:* Although not guaranteed, it consists of single storey, brick under slate roof, private dwelling with brick paving, entrance hall, lounge, dining-room, family room, kitchen, laundry, three bedrooms, utility room, three bathrooms, three w.c.'s, shower, garage, two carports, servants' quarter with bath and w.c., swimming-pool, gazebo/verandah and patio.

*Material conditions of sale:*

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 18,25% (eighteen comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this 10th day of September 1996.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth. [Tel. (041) 56-2885.]

**Case No. 12248/95**

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

**In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, Plaintiff, and NOLAN PETER ARENDSE, Defendant**

In pursuance of a judgment in the Magistrate's Court for the District of Wynberg, and writ of execution dated 14 July 1995, the following property will be sold in execution to the highest bidder at 22 Vesuvius Crescent, San Remo, Strandfontein, on Friday, 1 November 1996 at 10:00, to the highest bidder:

Certain Erf 44588, Mitchells Plain, in the Central Substructure, Cape Division, Province of the Western Cape, in extent 297 square metres, held by Deed of Transfer T90314/1994, also known as 22 Vesuvius Crescent, San Remo, Strandfontein.

The conditions of sale may be inspected at the office of the Sheriff, Mitchells Plain South, and will be read out prior to the sale, the material conditions are:

1. The sale shall be in terms of and subject to the Magistrate's Courts Act and rules.

2. Ten per cent (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 21,5% (twenty-one comma five 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 10th day of September 1996.

Coulters Van Gend & Kotze, Attorneys for Judgment Creditor, Second Floor, Norwich Life Terrace, 25 Protea Road, Claremont. (Ref. JVG/BS/15844.)



Saak No. 9327/94

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

**In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en RONALD FRANS CLEOPHAS, Eksekusieskuldenaar**

In die gemelde saak sal 'n veiling gehou word op 29 Oktober 1996 om 12:00, op die perseel:

Erf 79748, Kaapstad te Dieprivier, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur van Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 500 vierkante meter, gehou kragtens Transportakte T15421/1972, ook bekend as Maybankstraat 54, Punt Estate, Dieprivier.

*Verkoopvoorwaardes:*

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Landdroshofwet, 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 res van die koopprys met rente daarop teen 'n koers van 19,50% (negentien komma vyftig persent) per jaar, 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): *Hoofgebou*: Dubbelverdieping baksteengebou met teëldak bestaande uit vier slaapkamers, sitkamer, kombuis, badkamer en toilet. *Buitegebou*: Geen.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Wynberg, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 2de dag van Augustus 1996.

A. J. Muller, vir Marais Muller, Prokureur vir Vonniskuldeiser, Van Riebeeckweg 66, Kuilsrivier.

Case No. 3074/96

## 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 JUNE RACHEL MAY, Defendant**

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 7 November 1996 at 11:00:

Erf 2527, Kuils River, in the Municipality of Kuils River, Division Cape, in extent 496 square metres, also known as 49 Bosch Street, Kuils River.

*Conditions:*

1. The following information is furnished, but not guaranteed: Double storey dwelling with lounge, dining-room, five bedrooms, kitchen and two bathrooms.

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 9th day of September 1996.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

Case No. 7335/96

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

**NEDCOR BANK LIMITED, versus DANIEL FRANCOIS VAN DEN BERG and EMMERENTIA VAN DEN BERG**

The following property will be sold in execution by public auction held at 124 Versfeld Road, Goodwood, to the highest bidder on 29 October 1996 at 12:00:

Erf 6291, Goodwood, in the Tygerberg Substructure, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T6777/63, situated at 124 Versfeld Road, Goodwood.

*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 brick walls, lounge, kitchen, three bedrooms, one and a half bathrooms, double garage and swimming-pool.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19,25% (nineteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 5th day of September 1996.

A. L. N. Berrange, for Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

Case No. 12665/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as ALLIED BANK versus IVAN NEETHLING and  
JACINTA MAUREEN MARY NEETHLING**

The following property will be sold in execution by public auction held at 37 Acacia Road, Forest Village, Eerste River, to the highest bidder on 31 October 1996 at 12:00:

Erf 2211, Blue Downs, in extent 350 (three hundred and fifty) square metres, held by Deed of Transfer T28458/88, situated at 37 Acacia Road, Forest Village, 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 three bedrooms, lounge, kitchen, bathroom, toilet and double 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 rates 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 6th day of September 1996.

A. L. N. Berrange, for Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

Case No. 24630/94

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 FUZILE MICHAEL MAKADE**

The following property will be sold in execution by public auction held at Mitchells Plain Magistrate's Court, to the highest bidder on 30 October 1996 at 10:00:

Erf 1820, Mandalay, in the area of the Southern Substructure in extent 469 (four hundred and sixty-nine) square metres, held by Deed of Transfer T3980/94 situated at 24 Kent road, Mandalay, Mitchells Plain.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 19,25% per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 5th day of September 1996.

A. L. N. Berrange, for Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

Case No. 623/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between **TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN, Judgment Creditor, and FRED HORTENSE, Judgment Debtor**

The following will be sold in execution in front of the Court-house for the District of Mitchells Plain on Wednesday, 30 October 1996 at 10:00, to the highest bidder:

Erf 8745, measuring 160 square metres, held by T37416, situated at 36 Kamferboom, Lentegeur, Mitchells Plain, in the Cape.

1. The following improvements on the property are reported but nothing is guaranteed: Two bedrooms, lounge, kitchen, bathroom and toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 19,5% 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. 156721/Mrs Wentzel.)

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#### SALE IN EXECUTION

**NEDCOR BANK LIMITED vs L. J. W. MICHAELS and S. D. VAN DER MERWE**

**WYNBERG CASE No. 39063/95**

*The property:* Erf 75749, Cape Town at Southfield, in the Municipality of Cape Town, Division Cape.

*In extent:* 715 square metres.

*Situated at:* 41 Flintdale Road, Southfield.

*Improvements* (not guaranteed): Single dwelling, brick walls, tiled roof, lounge, kitchen, three bedrooms, bathroom, toilet and garage.

*Date of sale:* 31 October 1996 at 14:00.

*Place of sale:* 41 Flintdale Road, Southfield.

*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% 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. 6107/92

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

**ABSA BANK LIMITED, trading as UNITED BANK versus BASIL EUGENE LEO and COLLEEN FAY LEO**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Thursday, 31 October 1996 at 10:00, to the highest bidder:

Erf 59639, Cape Town at Lansdowne, in extent 446 square metres, held by T43436/1991 situated at 20 Sir Alfred Road, Lansdowne, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, dining-room, three bedrooms, kitchen, bathroom and toilet.

2. *Payment:* Ten per centum of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 19,25% 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. 102621/gt.)

Case No. 42941/92

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

**ABSA BANK LIMITED, trading as UNITED BANK, versus RAMESH VASSEN**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Thursday, 31 October 1996 at 10:00, to the highest bidder:

Erf 30444, Cape Town at Mowbray, in extent 79 square metres, held by T51503/1991 situated at 10 Upper Durban Road, Mowbray, Western Cape.

1. The following improvements are reported but not guaranteed: Semi-detached dwelling, lounge, two bedrooms, kitchen and bathroom/toilet.

2. *Payment:* Ten per centum of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 19,25% 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. 103201/gt.)

Case No. 17754/96

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

**ABSA BANK LIMITED, trading as UNITED BANK, versus DINO DEON FISHER and PORTIA LEONORA FISHER**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Thursday, 31 October 1996 at 10:00, to the highest bidder:

Erf 146859, Cape Town at Landsdowne, in extent 223 square metres held by T91851/1994 situated at 35A Belgravia Avenue, Landsdowne, Western Cape.

1. The following improvements are reported but not guaranteed: Semi-detached dwelling, lounge, three bedrooms, kitchen and bathroom/toilet.

2. *Payment:* Ten per centum of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance (plus interest at the current rate of 19,25% 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. 154634/gt.)

Case No. 19459/96

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

**ABSA BANK LIMITED, trading as UNITED BANK, versus JOHN HENRY VAN TURA and CHARMAINE VAN TURA**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Thursday, 31 October 1996 at 10:00, to the highest bidder:

Erf 1329, Wetton, in extent 157 square metres, held by T40650/1995, situated at 49 Empire Road, Green Peace Village, Wetton, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms and bathroom/toilet.



2. *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 balance [plus interest at the current rate of 19,25% (nineteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 155388/gt.)

Case No. 28251/90

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

**ABSA BANK LIMITED, trading as UNITED BANK, versus BERNARD GRENVILLE LANGENHOVEN and LINDA SOPHIA LANGENHOVEN**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Thursday, 31 October 1996 at 10:00, to the highest bidder:

Erf 141781, Cape Town at Retreat, in extent 404 square metres, held by T42316/1988, situated at 17 Golden Road, Retreat, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *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 balance [plus interest at the current rate of 19,25% (nineteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 125937/gt.)

Case No. 4544/94

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

**ABSA BANK LIMITED, trading as UNITED BANK, versus JULEKHA BAWA EBRAHIM**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Thursday, 31 October 1996 at 10:00, to the highest bidder:

Erf 102415, Cape Town, in extent 44 square metres, held by T7969/1985, situated at 14 Haven Crescent, Rylands Estate, Athlone, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, three bedrooms, bathroom/toilet, detached double garage, maid's room and shower/toilet.

2. *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 balance [plus interest at the current rate of 19,25% (nineteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 104452/gt.)

Case No. 1438/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

**In the matter between CITIZEN BANK LIMITED, Plaintiff, and NOTEMBA THEODORAH MNTWAPHI, 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 Wednesday, 30 October 1996 at 10:00, in the forenoon at the Sheriff's Warehouse, Radue Weir Buildings, Eales Street, King William's Town, to the highest bidder:

Erf 1760, Berlin, East London Transitional Local Council, Division of King William's Town, measuring 608 (six hundred and eight) square metres, situated at 10 Mclucky Street, Berlin.

The following information is supplied but not guaranteed: House consisting of two bedrooms, lounge, kitchen and bathroom.

*Conditions of sale:*

1. The purchase price shall be paid as follows:

(a) Where the purchase price is to be paid in cash, a 10% (ten per cent) cash deposit plus the Sheriff's commission are to be paid to the Sheriff of the Court before the sale is concluded.

(b) Where the purchase price is to be paid by a loan to be granted by Citizen Bank Limited, a minimum cash deposit of 2% (two per cent) of the purchase price is to be paid to the Sheriff of the Court before the sale is concluded.

(c) The balance against transfer of the property into the purchaser's name to be secured by a satisfactory bank, building society or other approved guarantee to be furnished to Attorneys Squire Smith & Laurie, on the day of the sale and prior to the signature hereof.

2. The property is sold voetstoots in terms of the Magistrates' Courts Act and subject to the provisions of the title deeds.

3. The full conditions of sale may be inspected at Plaintiff's Attorneys offices and will be read out by the auctioneer at the sale.

Dated at King William's Town this 18th day of September 1996.

Squire Smith & Laurie, Plaintiff's Attorneys, 44 Taylor Street (P.O. Box 511), King William's Town.

Saak No. 1109/90

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Noord-Kaapse Afdeling)

**In die saak tussen PIETER CORNELIUS NEL, Eiser, en DANIEL J. POTGIETER, Verweerder**

Ingevolge 'n vonnis van die Hooggeregshof van Suid-Afrika (Noord-Kaapse Afdeling) gedateer 1 Februarie 1991, sal die ondervermelde eiendom geregteelik verkoop word aan die hoogste bieder by die polisiekantoor, te Modderivier, op Woensdag, 30 Oktober 1996 om 10:00:

Sekere Erf 154, Ritchie, groot 669 (seeshonderd nege-en-sestig) vierkante meter, gehou kragtens Akte van Transport T1133/1983;

Sekere Erf 194, Ritchie, groot 432 (vierhonderd twee-en-dertig) vierkante meter, gehou kragtens Transportakte T1133/1983.

Die verbeterings op die eiendom bestaan uit 'n woonstelblok met drie woonstelle met 'n totale oppervlakte van 440 (vierhonderd-en-veertig) vierkante meter, maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys met belasting op toegevoegde waarde daarop, indien van toepassing, en afslaaers-gelde tesame met belasting op toegevoegde waarde op sodanige afslaaersgelde 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, Kimberley, en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, Duncan & Rothman, Eiser se Prokureurs, Permanentegebou, Jonesstraat, Kimberley.

Case No. 5520/1996

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

**In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, Plaintiff, and ADOLPH ROSENLEFT and CATHLEEN ROSENLEFT, Defendant**

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 4 November 1996 at 12:00:

Erf 16876, Goodwood, in the area of the Metropolitan Transitional Substructure Goodwood, Division Cape, Western Cape Province, in extent 496 square metres, also known as 173 Botha Street, Vrijzee, Goodwood.

*Conditions:*

1. The following information is furnished, but not guaranteed: Brick dwelling under asbestos roof with lounge, dining-room, kitchen, three bedrooms, bathroom and garage.

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 12th day of September 1996.

Balsillies Incorporated, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

Case No. 38146/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

**ABSA BANK LIMITED, trading as ALLIED BANK, versus IVAN WILLIAM FRED VAN VOLLENHOVEN and  
MILDRED MARGARET VAN VOLLENHOVEN**

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, 56 Fontuna Way, Sanddrift North, 7441, on Thursday, 31 October 1996 at 09:30:

Erf 105735, Cape Town, at Rugby, in the Municipality of Cape Town, in extent 518 (five hundred and eighteen) square metres, held by Deed of Transfer T49844/86 and situated at 56 Fontuna Way, Sanddrift North, 7441.

*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, Cape Town.

2. The following improvements on the property are reported but nothing is guaranteed; A dwelling comprising lounge, kitchen, three bedrooms, bathroom and single garage.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 19% (nineteen per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on 11 September 1996.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z22818.)

Case No. 2524/96

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

**In the matter between SAAMBOU BANK LIMITED, Judgment Debtor, and HEIDIEN HAAS,  
First Judgment Debtor, and FRANCINA HAAS, Second Judgment Debtor**

The undermentioned property will be sold in execution at the premises at 5 Heuningboom Street, Stellenbosch, on 5 November 1996 at 10:30:

Erf 11957, Stellenbosch, situated in the area of the Transitional Metropolitan Substructure of Stellenbosch, Stellenbosch Division, in extent 265 (two hundred sixty five) square metres, comprising dining/lounge, two bedrooms, bathroom and kitchen.

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 Stellenbosch, 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.] (K. G. Kemp/hvdm/A00217.)

Case No. 33306/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD BELLVILLE

**ABSA BANK LIMITED, trading as UNITED BANK, versus JACOBUS JOHANNES NEL**

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, 39 Van Niekerk Street, Oakdale, Bellville, 7530, on Wednesday, 30 October 1996 at 09:00:

Erf 5222, Bellville, in the Municipality of Bellville, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T17407/90, and situated at 39 Van Niekerk Street, Oakdale, Bellville, 7530:

*Conditions of sale:*

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, two bathrooms, w.c. and single garage.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 16,25% (sixteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Cape Town on the 10th day of September 1996.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z23464.)

Saak No. 3516/96

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

**In die saak tussen NBS BANK BEPERK, Eiser, en S. en R. SWARTS**

Ingevolge 'n vonnis van die Landdroshof, Kuilsrivier, gedateer 26 April 1996 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Wolwefontein 79, Northpine, Brackenfell, per publieke veiling te koop aangebied op 1 November 1996 om 12:15:

Erf 9338, Brackenfell, afdeling Stellenbosch, groot 383 vierkante meter, ook bekend as Wolwefontein 79, Northpine, Brackenfell, gehou kragtens Transportakte T14807/92.

*Voorwaardes:*

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, 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 koopprijs 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 verstrekkend word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 20,25% (twintig komma twee vyf persent) per jaar op die balans van die koopprijs, 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 Vonnisskuldeiser 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:* 5 September 1996.

Bill Tolken Hendrikse & Vennote, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ESN545.)



## Case No. 27033/95

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

**In the matter between NBS BANK LIMITED, Judgment Creditor, and WILLIAM ARENDSE, First Judgment Debtor, and CECILIA ARENDSE, Second Judgment Debtor**

The undermentioned property will be sold in execution at the premises at 1 Puffer Road, Silwood Heights, Eerste River, on 12 November 1996 at 10:00:

Erf 2557, Eerste River, situated in the area of the Transitional Metropolitan Substructure of Melton Rose/Blue Downs, Division Stellenbosch, Western Cape Province, in extent 438 (four hundred and thirty-eight) square metres.

Comprising vacant plot.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules.

10% (ten per centum) of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Kuils River, and will be read out by the auctioneer prior to the sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/lvs/19432.)

## Case No. 48932/95

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

**In the matter between STANDARD BANK OF S.A. LIMITED, Plaintiff, and NCEDISWA LADIES MPETE, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 23 January 1996 and a writ of execution dated 28 January 1996, the property listed hereunder will be sold in execution on Friday, 1 November 1996 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 7251, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, measuring 304 (three hundred and four) square metres, situated at 14 Hlobo Street, Motherwell NU 5, Port Elizabeth.

*Improvements:* Although not guaranteed, it consists of single storey, concrete block under tile, private dwelling with lounge, kitchen, two bedrooms, bathroom with w.c., pool, brick paving and wire fencing.

*Material conditions of sale:*

1. The property shall be sold voetstoots without reserve and to the highest bidder, and shall be subject to the conditions of sale, the terms of the Magistrates' Courts Act and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 18,25% (eighteen comma two five per centum) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this the 14th day of September 1996.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street, P.O. Box 59, Port Elizabeth.

## Case No. 2224/96

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

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, versus JAN JOHANNES CAROLUS**

The following property will be sold in execution by public auction held at 24 Centaur Street, Avondale, Atlantis, to the highest bidder, on 29 October 1996 at 10:00:

Erf 924, Wesfleur, situated in the area of the Northern Substructure, in extent 700 (seven hundred) square metres, held by Deed of Transfer T40316/93, situated at 24 Centaur Street, Avondale, Atlantis.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge/dining-room, three bedrooms, bathroom, sep. 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 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 12th day of September 1996.

A. L. N. Berrange, for Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

#### Case No. 11976/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between ABSA BANK LIMITED, Judgment Creditor, and EDWARD DAVID VAN DER ROSS, First Judgment Debtor and ROMA VAN DER ROSS, Second Judgment Debtor**

The following property will be sold in execution at the Mitchells Plain Court House, on Tuesday, 5 November 1996 at 10:00, to the highest bidder:

Erf 2735, Mitchells Plain, in extent 69 square metres, held by T34842/1995, situated at 168 Orpheus Crescent, Woodlands, Mitchells Plain, Cape.

1. The following improvements are reported but not guaranteed: Brick wall dwelling, two bedrooms, lounge, kitchen, bathroom and toilet.

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 18,25% p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

H. Mohamed & Associates, Attorneys for Judgment Creditor, corner of Klipfontein and Belgravia Roads, Athlone. (Ref. M. Luck/ma/18/58501/96.)

#### Case No. 5761/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, Plaintiff, and RUGENVEN NAIDOO, First Defendant, and MAVANEETHAM NAIDOO, Second Defendant**

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the premises of the immovable property, commonly known as 24 East Gate, High Gate, Blue Downs, on Tuesday, 29 October 1996 at 12:00, namely:

Erf 6808, Blue Downs, situated in the area of the Transitional Metropolitan Substructure of Melton Rose/Blue Downs, Stellenbosch Division, Western Cape Province, in extent 327 (three hundred and twenty-seven) square metres, held by Deed of Transfer T35940/1995, commonly known as 24 East Gate, High Gate, Blue Downs, which property is said, without warranty as to the correctness thereof, to comprise of: two bedrooms, kitchen, lounge, bathroom and toilet.

#### *Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots as it stands and subject to the conditions of the existing title 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 to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The balance (plus interest at the current rate of 18,25% per annum, subject to change, 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 (fourteen) days of the sale.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the messenger of the Court, and at the offices of the undersigned.

Dated at Cape Town this 9th day of August 1996.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. AB/jm 24804.)

## Case No. 7694/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between UNITED BANK, a division of ABSA BANK LIMITED, Plaintiff, and  
JOHANNES AUGUSTINUS BREEDT, Defendant**

The following property will be sold in execution at the site of the property, 41 Duvorak Street, Brackenfell, on Wednesday, 6 November 1996 at 11:15, to the highest bidder:

Erf 10781, Brackenfell, situated at 41 Duvorak Street, Brackenfell, measuring 225 (two hundred and twenty-five) square metres.

*Description:* Three bedrooms, open plan kitchen, lounge, bathroom and garage, held by Title Deed T39898/94.

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 19,75% p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z01601.)

## Case No. 2040/96

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

**In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, Plaintiff, and CHARLIE CYSTER, First Defendant,  
and ANNETTA CYSTER, Second Defendant**

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 1 April 1996, the under-mentioned property will be sold in execution at the Goodwood Magistrate's Court, on Tuesday, 5 November 1996 at 12:00:

Erf 31995, Goodwood, situated in the area of the Tygerberg Substructure, Cape Division, Province of the Western Cape, held by Deed of Transfer T3763/95, measuring 253 (two hundred and fifty-three) square metres, comprising of brick building under tiled roof, lounge, two bedrooms, bathroom and kitchen, and known as 21 Quincy Crescent, 18th Avenue, Elsie's River.

*Conditions of sale:*

1. The property will be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and to the title deed insofar as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the bank's ruling rate of interest from date of signature to date of registration of transfer, which amount is to be secured by an approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 18th day of September 1996.

Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

## Case No. 12239/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between THE STANDARD BANK OF S.A. LIMITED, Execution Creditor, and  
MARIUS BAARTMAN, Execution Debtor**

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain, dated 12 August 1996 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder, on Wednesday, 6 November 1996 at 11:00 on site:

Erf 2129, Weltevreden Valley, in the area of the Transitional Metropolitan Substructure of Cape Rural Council, Cape Division, Province of the Western Cape, in extent 400 (four hundred) square metres, held by Deed of Transfer T1192/1992.

*Street address:* 24 Weltevreden Road, Hyde Park, Weltevreden Valley, Cape.



*Conditions of sale:*

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules applicable thereto and also the servitudes and conditions attached to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: One single brick wall dwelling under tiled roof consisting of two bedrooms, lounge, kitchen and bathroom/toilet.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer, immediately before the sale and will lie for inspection at the offices of the Sheriff for the Magistrate's Court, Mitchells Plain (North).

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance, together with interest thereon at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer, against registration of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Athlone on this 17th day of September 1996.

H. Mohamed & Associates, Attorneys for Execution Creditor, corner of Klipfontein and Belgravia Roads, Athlone. (Ref. ML/ma/15/58518/96.)

**Case No. 20298/94**

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 NOCWAKA NELLIE MASHICILA, Defendant**

In pursuance of a judgment dated 5 July 1994 and an attachment on 4 September 1996, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 1 November 1995 at 14:15:

Erf 527, kwaDwesi Administrative District of Port Elizabeth, in extent 281 square metres, situated at 5 Mzunkulu Street, kwaDwesi, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an asbestos roof, consisting of two bedrooms, bathroom, lounge and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale. Sheriff's charges [2,5% (two comma five per cent) on first R30 000 and thereafter 1,5% (one comma five per cent) with minimum of R260, and a maximum of R4 000] and auctioneer's charges 4,5% (four comma five per cent) plus VAT in both cases are also payable on date of sale.

Dated at Port Elizabeth on this 23rd day of September 1996.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

**Saak No. 5993/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK BPK., Eiser, en  
D. A. GROENEWALD, Verweerder**

Die volgende eiendom sal in eksekusie verkoop word by die perseel van die Verweerder op Vrydag, 1 November 1996 om 09:30, aan die hoogste bieder:

Erf 9258, Kraaifontein, in die Metropolitaanse Oorgangsubstruktuur van Kraaifontein, afdeling Paarl, provinsie Wes-Kaap, groo 991 (negehoenderd een-en-negentig) vierkante meter, gehou kragtens Transportakte T19217/92, geleë te Skoolstraat 22, Kraaifontein.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: Vier slaapkamers, sitkamer, kombuis, badkamer en dubbelmotorhuis.

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 19,25% (negentien 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 bieër vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes:* Die volledige veilingvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Gedateer te Kaapstad op hierdie 23ste dag van September 1996.

A. F. Brand, vir De Klerk & Van Gend, Prokureur vir Eiser, Volkskasgebou, Adderleystraat, Kaapstad, 8001.

**Case No. 17786/95**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT WYNBERG**

**In the matter between Mr C. N. HOUKINS, Execution Creditor, and Mr G. A. JONATHAN, Execution Debtor**

The following property will be sold voetstoots and without reserve in execution by public auction outside the Mitchells Plain Court-house, Mitchells Plain, to the highest bidder on 4 November 1996 at 10:00:

Erf 44829, Mitchells Plain, in the Municipality of Cape Town, in extent three hundred and forty-eight (348) square metres.

*Address:* 63 Capri Way, Sea Crest, Strandfontein.

*Conditions of sale:*

1. The following information is furnished but not guaranteed: Tiled roof, brick walls, three bedrooms, lounge, kitchen, bathroom and toilet.

2. The full and complete conditions of sale will lie for inspection at the offices of the Sheriff of the Court.

3. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of sixteen per cent (16%) per annum 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.

W. D. Baxter, for Buchanan Boyes, 64 Church Street, Wynberg.

**Case No. 5416/96**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER**

**In the matter between ABSA BANK LIMITED, Plaintiff, and VIVIEN ANTHONY PIENAAR, First Defendant**

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution, on 31 October 1996 at 09:00, in front of the Magistrate's Court, District of Kuils River, to the highest bidder:

Erf 1425 (portion of Erf 9), Kleinvlei, 345 (three hundred and forty-five) square metres, held by Deed of Transfer T69585/95, situated at 4 Park Avenue, Kleinvlei, Eerste River, 7100. Three bedrooms, bathroom/toilet, lounge, kitchen and single garage.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of ten 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 19,25% (nineteen comma two five per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer 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/Z01127.)

**Saak No. 4764/96**

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

**In die saak tussen ABSA BANK BEPERK, handeldrywend as ALLIED BANK BPK., Eiser, en  
C. K. MAGERMAN, Eerste Verweerder, en J. L. MAGERMAN, Tweede Verweerder**

Die volgende eiendom sal in eksekusie verkoop word op die perseel van die Verweerders op Vrydag, 1 November 1996 om 10:15, aan die hoogste bieër:

Restant van Erf 435, Kraaifontein, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur van Kraaifontein, afdeling Paarl, provinsie Wes-Kaap, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou kragtens Transportakte T16123/95, geleë te Fickstraat 28, Kraaifontein.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: Baksteengebou, asbesdak, sitkamer, kombuis, twee slaapkamers en badkamer.

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) bereken op die Vonnisskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag] teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 (veertien) dae vanaf die verkoping afgelewer moet word.

3. Die Balju sal van enige bieër 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 18de dag van September 1996.

A. F. Brand, vir De Klerk & Van Gend, Prokureur vir Eiser, Volkskasgebou, Adderleystraat, Kaapstad, 8001.

Case No. 6452/95

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

**In the matter between ABSA BANK LIMITED trading as UNITED BANK, Plaintiff, and  
STEPHEN THOMAS MUSCAT, Defendant**

The following property will be sold in execution by public auction held at Court House, Bredasdorp, to the highest bidder, on 30 October 1996 at 11:00:

Erf 101, Pearly Beach, in the Municipality for the area of Gansbaai, in extent 900 (nine hundred) square metres, held by T29253/1988.

*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 erf is undeveloped.

3. *Payment*: Ten per centum of the purchase price on the day of the sale and the balance together with interest at the current rate of 19,00% (nineteen per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Claremont on this 19th day of September 1996.

Buchanan Boyes, Attorneys for Judgment Creditor, 12 Brooke Street, Claremont. (Tel. 64-4037.)

Case No. 32799/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff (Execution Creditor), and  
YUNUS BENJAMIN, First Defendant (First Execution Debtor), and NAZLEE BENJAMIN, Second Defendant (Second  
Execution Debtor)**

In pursuance of a judgment by the Court granted in the above suit the following immovable property will on 31 October 1996 at 10:00, be sold in execution. The auction will take place at Main Entrance to the Magistrate's Court-house, First Avenue, East Ridge, Mitchells Plain, and the property to be sold is:

Erf 41940, Mitchells Plain, in the Transitional Metropolitan Substructure of Cape Town, Cape Division, Western Cape Province, in extent 236 square metres, situated at 20 Waterberg, Tafelsig, Mitchells Plain.

The following information is furnished as to the improvements though in this respect nothing is guaranteed: Brick dwelling with asbestos roof, consisting of three bedrooms, lounge, kitchen, 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 25th day of September 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. 11489/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and COLLIN EDWARD CLACK, First Defendant, and ELIZABETH LOUISA SUSARA CLACK, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of East London and writ of execution dated 22 August 1996, the following property will be sold in execution at 38 Croydon Road, Cambridge West, East London, on 25 October 1996 at 10:00, to the highest bidder:

Erf 3669, East London, Municipality and Division of East London, in extent 1 192 square metres, held under Deed of Transfer T2388/1994, known as 38 Croydon Road, Cambridge West, East London.

1. The purchaser shall pay ten per cent (10%) 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 fourteen (14) 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./shower, separate w.c., double garage, plus Granny flat comprising lounge, bedroom and w.c.

Dated at East London this 27 September 1996.

Abdo & Abdo, Plaintiff's Attorneys, Seventh Floor, Gasson Centre, Church Street, East London. (Ref. D. A. Barter.)

## Case No. 31789/91

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 MAFU SAM, First Defendant, and SELINAH MOLOBELERY SAM, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth, dated 20 March 1992, and the warrant of execution dated 22 August 1996, the following property will be sold in execution, without reserve, to the highest bidder on 1 November 1996 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 575, Motherwell NU5, Phase 2, Administrative District of Uitenhage, in extent 338 square metres, situated at 59 Chalumna Street, Motherwell, Port Elizabeth, held under Deed of Transfer TL2828/90.

The following improvements on the property are reported, though in this respect nothing is guaranteed: A dwelling-house consisting of lounge/kitchen, three bedrooms and bathroom/w.c.

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 North.

Dated at Port Elizabeth this 25th day of September 1996.

L. Schoeman, for Burman Katz, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, Port Elizabeth, 6001. (Ref. I. Katz/ms UBX424.)

## Case No. 53140/96

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 M. P. NGQEZA, First Defendant, and A. M. NGQEZA, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth, dated 2 August 1996, and the warrant of execution dated 2 August 1996, the following property will be sold in execution, without reserve, to the highest bidder on 1 November 1996 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Erf 6910, Motherwell, in the Municipality and Division of Port Elizabeth, in extent 900 square metres, situated at 115 Chalumna Street, Motherwell, Port Elizabeth, held under Deed of Transfer T990/94.

The following improvements on the property are reported, though in this respect nothing is guaranteed: A brick under p/tile dwelling-house consisting of lounge, kitchen, three bedrooms, en-suite bathroom/w.c. and bathroom/w.c.

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 North.

Dated at Port Elizabeth this 25th day of September 1996.

L. Schoeman, for Burman Katz, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, Port Elizabeth, 6001. (Ref. I. Katz/ms UBX832.)

**Case No. 9665/96**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UITENHAGE HELD AT UITENHAGE**

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and A. JACOBS, First Execution Debtor, and D. JACOBS, Second Execution Debtor**

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 30 August 1996 and in pursuance of an attachment in execution dated 4 September 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, 31 October 1996 at 11:00, of the following immovable property situated at 2 Korhaan Street, Daleview, Despatch:

*Zoned:* Residential.

*Being:* Erf 6314, Despatch, in the Area of Despatch Transitional Council, Division of Uitenhage, Eastern Cape Province, in extent 296 square metres, held by Alton Jacobs and Delene Jacobs, under Deed of Transfer T20820/93, 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 26th day of September 1996.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage.

**Saak No. 162/95**

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

**In die saak tussen BREDASDORP MUNISIPALITEIT, Eksekusieskuldeiser, en mnr. A. ADENDORF, Eksekusieskuldenaar**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 9 Mei 1995, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 1 November 1996 om 11:00, by die Landdroskantoor, Bredasdorp, aan die hoogste bieder, onderhewig aan die ondergemelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees word:

Erf 3304, Bredasdorp, in die munisipaliteit en afdeling Bredasdorp, provinsie Wes-Kaap, groot 618 vierkante meter, gehou kragtens Transportakte T67114.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonhuis.

*Betaalvoorwaardes:* Tien persent (10%) van die koopprijs van die eiendom tesame met die Baljukommisie, moet onmiddellik na die veiling betaal word. Die balans koopprijs, tesame met rente bereken vanaf die datum van verkoping tot die datum van oordrag, is betaalbaar teen registrasie van oordrag en moet gesekureer word deur 'n goedgekeurde bank- of bougenootskapwaarborg wat binne veertien (14) dae na die verkoping, ingedien moet word by die Eiser se prokureur.

*Verkoopvoorwaardes:* Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, distrik Bredasdorp, Kerkstraat 57, Bredasdorp.

*Datum:* 25 September 1996.

L. le Riche, vir Luttig & Seun, Eiser se Prokureur, Waterkantstraat, Bredasdorp. (Verw. Z05807.)



Case No. 6422/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and RUBEN VAN DER MERWE, First Defendant, and AMANDA VAN DER MERWE, 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 546, St Helenabaai, corner of Pelikan and Curlew Streets, St Helena Bay, on Friday, 22 November 1996 at 13:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 34 Mars Street, Vredenburg.

Erf 546, St Helena Bay, situated in the area of the West Coast Peninsula Local Council, Administrative District of Malmesbury, Province of the Western Cape, in extent 737 square metres, and situated at Erf 546, St Helenabaai, being corner of Pelikan and Curlew Streets, St Helena Bay.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 207 square metre main dwelling consisting of lounge, dining-room, kitchen, laundry, three bedrooms, bathroom with water closet, a water closet with shower and a 52 square metre outbuilding consisting of two garages.

*Terms:*

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

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

Dated at Cape Town this 25th day of September 1996.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront (P.O. Box 67), Cape Town, Docex 87, Cape Town. (Tel. 419-5414.) (Ref. W. D. Inglis/cs/S2425/5632.)

Case No. 8502/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and GLENARD JUNJUAR NEWTON O'MOORE, First Defendant, and SUSAN ANN O'MOORE, 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 131 Bleshoender Road, Sedgefield, on Wednesday, 6 November 1996 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 35 Market Street, Knysna.

Erf 921, Sedgefield, in the area of the Local Transitional Council of Sedgefield, Division of Knysna, Province of Western Cape, in extent 1 397 square metres, and situated at 131 Bleshoender Road, Sedgefield.

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

*Terms:*

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

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

Dated at Cape Town this 19th day of September 1996.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront, P.O. Box 67, Cape Town, Docex 87, Cape Town. (Tel. 419-5414.) (Ref. W. D. Inglis/cs/R229/5528.)

Case No. 37811/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**NEDCOR BANK LIMITED versus SITHEMBILE GRIFFIT NOMATYINDYO**

In pursuance of a judgment dated 14 December 1994 and an attachment on 17 September 1996, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 1 November 1996 at 14:15:

Erf 202, Motherwell NU4, in the Administrative District of Uitenhage, in extent 276 (two hundred and seventy-six) square metres, situated at 101 Bikana Street, Motherwell NU4, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of two bedrooms, one and a half bathroom, lounge and kitchen. A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R30 000 and thereafter 3% (three per cent) to a maximum of R7 000 with a minimum of R260 plus VAT] are also payable on date of sale.

Dated on this 27th day of September 1996.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 6922/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**NEDCOR BANK LIMITED versus PHIKISILE WELLINGTON NAMEKA and KHUMBUZILE LENNOX NAMEKA**

In pursuance of a judgment dated 23 March 1993 and an attachment on the 17 September 1996, the right of leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 1 November 1996 at 14:15:

Erf 32135, Ibhayi at Zwide, Administrative District of Port Elizabeth, in extent 291 (two hundred and ninety-one) square metres, situated at 14 Mijwa Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached, brick dwelling under an asbestos roof, consisting of two bedrooms, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R30 000 and thereafter 3% (three per cent) to a maximum of R7 000 with a minimum of R260 plus VAT] are also payable on date of sale.

Dated on this 27th day of September 1996.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 39925/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**NEDCOR BANK LIMITED versus MAGDALENA SCHROEDER**

In pursuance of a judgment dated 23 July 1996 and an attachment on the 22 August 1996, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 1 November 1996 at 14:15:

(a) Section 8 (eight) as shown and more fully described on Sectional Plan SS36/83, in the scheme known as Goldor in respect of the land and building or buildings situated at Port Elizabeth Central, Municipality of Port Elizabeth, of which the floor area, according to the said sectional plan, is 69 (sixty nine) square metres in extent; and

(b) an undivided share in the common property, situated at 8 Goldor, 50 Clyde Street, Central, Port Elizabeth, while nothing is guaranteed, it is understood that on the property is a semi-detached, brick dwelling under an asbestos roof, consisting of 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 South, 36 North Street, North End, Port Elizabeth.

**Terms:** 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five percent) on the first R30 000 and thereafter 3% (three per cent) to a maximum of R7 000 with a minimum of R260 plus VAT] are also payable on date of sale.

Dated on this 27th day of September 1996.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

**Case No. 702/96**

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

**In the matter between SAAMBOU BANK LIMITED, Judgment Creditor, and BARRY CROUS, Judgment Debtor**

The undermentioned property will be sold in execution at the premises at 2 Ashton Way, Swellendam, on 30 October 1996 at 10:00:

Erf 2796, Swellendam, situated in the area of the Transitional Metropolitan Substructure of Swellendam, in extent 1 115 (one thousand one hundred and fifteen) square metres, comprising kitchen, three bedrooms, one and a half bathroom, two patios and two garages.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules.

10% of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Swellendam, 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/00187.)

**Case No. 6697/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between ABSA BANK LIMITED, Plaintiff, and JOHANNES JONAS MARTIN, First Defendant, and MARGARET ANNY MARTIN, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 7 November 1996 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 661 (portion of Erf 490), Kleinvlei, 600 (six hundred) square metres, held by Deed of Transfer T72556/95, situated at 46 Begonia Street, Forest Heights, Eerste River, three bedrooms, bathroom/toilet, lounge, kitchen and double garage.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of 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 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/Z01192.)

Case No. 1257/95

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and DERICK MICHAEL SOMAN, Defendant**

In pursuance of a judgment of the above Honourable Court and warrant of execution dated 7 June 1996, the undermentioned property will be sold in execution by the Sheriff of the Court on Thursday, 31 October 1996 at 11:00, in front of the Magistrate's Court, Durban Street, Uitenhage, to the highest bidder:

Erf 16099, Uitenhage, in the area of the Uitenhage Transitional Local Council, Division of Uitenhage, Province of the Eastern Cape, in extent 623 (six hundred and twenty-three) square metres, held by the Defendant under Deed of Transfer T33275/92, situated at 46 Kwartel Street, Rosedale, Uitenhage.

While nothing is guaranteed, it is understood that on the property is a brick dwelling under a tiled roof consisting of an entrance hall, lounge, kitchen, two bedrooms and bathroom.

*Terms and conditions:* The sale shall be subject to payment of 10% of the purchase price and Sheriff's (auctioneer's) charges at a rate of 5% on the first R30 000 (thirty thousand rand) and thereafter 3% to a maximum fee of R7 000 (seven thousand rand) on the day 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 fourteen (14) days from the date of sale.

*Conditions of sale:* The full conditions of sale may be inspected at the office of the Sheriff of the Court, Mr P. le Roux, at 4 Baird Street, Uitenhage.

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

Kitchings, Plaintiff's Attorneys, Pro Ecclesia Building, Church Street, Uitenhage. (Ref. AVSK/L. Neilson.)

Case No. 5415/96

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and PIET OCKHUYS, First Defendant, and JANIE OCKHUYS, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 5 November 1996 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 12907 (portion of Erf 7950), Kraaifontein, 264 (two hundred and sixty-four) square metres, held by Deed of Transfer T76300/95, situated at 9 Outeniekwaberg Street, Kraaifontein.

Two bedrooms, bathroom, 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 19,25% (nineteen comma two five per cent) per annum calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer 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/Z01133.)

Case No. 5410/96

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and ONCKE MARTIN, First Defendant, and MONA SANETHA ONCKE, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 5 November 1996 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 974 (portion of Erf 902), Blue Downs, 260 (two hundred and sixty) square metres, held by Deed of Transfer T13962/95, situated at 17 Viking Street, Eerste River.



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 19,25% (nineteen comma two five per cent) per annum calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the auctioneer 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/Z01135.)

**Saak No. 12679/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en D. D. ALEXANDRA, Eksekusieskuldenaar**

Ingevolge uitspraak van die Landdros van Mitchells Plain en lasbrief vir eksekusie teen goed gedateer 9 Julie 1996, sal die ondervermelde eiendom op 29 Oktober 1996 om 10:00, te Mitchells Plain Hof, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 38134, Mitchells Plain, in die gebied van die Metropolitaanse Oorgangsubstruktuur van Kaapstad, afdeling Kaap, in die provinsie Wes-Kaap, groot 250 vierkante meter, gehou kragtens Transportakte T35983/95, bestaande uit drie slaapkamers, sitkamer, kombuis en badkamer/toilet.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Mitchells Plain, nagesien word.

Gedateer te Kaapstad op 9 September 1996.

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP-sentrum, Thibaultplein 1, Kaapstad. (Verw. HS/G3187.)

**Case No. 6162/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between ABSA BANK LIMITED, Plaintiff, and LEON JULIE, First Defendant, and JOCELYN JULIE, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Kuils River and writ of execution dated 27 June 1996, the following goods will be sold in execution on 29 October 1996 at 11:00, at 57 Carol-Ann Street, Kuils River:

Certain Erf 5928, Blue Downs, in the Administrative District of the Cape, measuring 297 square metres, held under Deed of Transfer T64615/89, consisting of brick building, tiled roof, three bedrooms, toilet, bathroom, kitchen and lounge.

The conditions of sale in execution can be inspected during office hours at the office of the Sheriff of the Court, Kuils River.

Dated at Cape Town on 9 September 1996.

Jan S. de Villiers & Son, Attorneys for Plaintiff, 16th Floor, BP Centre, 1 Thibault Square, Cape Town. (Ref. HS/G1563.)

**Case No. 3590/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff, and FRANS JOHANNES BENJAMIN DANIELS, First Defendant, and JOSEPHINE CATHEREEN DANIELS, Second Defendant**

In pursuance of a judgment given in the Court of the Magistrate of Kuils River and a writ of execution dated 26 April 1996, a sale in execution will take place on Wednesday, 6 November 1996 at 11:00, at the premises, 43 Cleveland Close, Bernadino Heights, Kraaifontein, of:

Certain Erf 2797, Scottsdene, situated in the Local Area of Scottsdene, Division of Stellenbosch, measuring 240 (two hundred and forty) square metres, held by the Execution Debtor under Deed of Transfer T90699/94.

The property is a single storey face brick house, comprising approximately two bedrooms, lounge, kitchen, bathroom and toilet.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. 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 this 10th day of September 1996.

T. A. Goldschmidt, for MacCallums, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/JJ.)

Saak No. 1767/96

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

**In die saak tussen ABSA BANK BEPERK, voorheen UNITED BANK BEPERK, voorheen UNITED BOUVERENIGING, Eiser, en ANDRÉ DE BEER, Verweerder**

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof, gedateer 13 Mei 1996 en daaropvolgende lasbrief vir eksekusie, gedateer 19 Julie 1996, sal die ondergemelde eiendom per openbare veiling in eksekusie verkoop word, op 29 Oktober 1996 om 11:00, te Maroelastraat 37, Mosselbaai:

Erf 5660, Mosselbaai, in die munisipaliteit van Mosselbaai, afdeling Mosselbaai, Wes-Kaap provinsie, groot 750 (sewehonderd-en-vyftig) vierkante meter, geleë te Maroelastraat 37, Mosselbaai, en bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer, maar ten opsigte daarvan kan geen waarborg gegee word nie.

**Voorwaardes:**

Die eiendom sal voetstoots sonder reserwe en onderworpe aan die voorskrifte van die Landdroshofwet en reëls daaronder aan die hoogste bieder verkoop word. Die koper moet 10% (tien persent) van die koopprijs in kontant op die dag van die verkoping aan die Geregsbode betaal. Die balans moet binne veertien (14) dae na datum van verkoping verseker word deur 'n bank- of bouverenigingwaarborg, betaalbaar teen registrasie van transport.

Die volle voorwaardes van verkoping sal gedurende kantoorure ter insae lê by die kantore van die ondergetekendes en van die Geregsbode, Montagustraat 99, Mosselbaai, en sal onmiddellik voor die verkoping uitgelees word deur die afslaer.

Stadler & Swart, Prokureurs vir Eksekusieskuldeiser, Donerailestraat 3, George.

Saak No. 1325/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

**In die saak tussen FEDERATED TIMBERS (EDMS.) BPK., Vonnisskuldeiser, en JOHAN GROENEWALD, MEESTERBOUER HERMANUS BK., Eerste Verweerder, JOHAN LODEWIKUS GROENEWALD, Tweede Verweerder, en PETRONELLA MAGDALENA GROENEWALD, Derde Verweerder**

Ingevolge 'n vonnis gegee deur die Landdroshof, Hermanus, op 23 Augustus 1996 en 'n lasbrief vir eksekusie uitgereik op 9 September 1996, sal die eiendom bekend as:

Erf 5983, geleë in die gebied van die Groter Hermanus Plaaslike Oorgangsraad, afdeling Caledon, provinsie Wes-Kaap, geleë te Fernkloofrylaan 34, Hermanus Heights, Hermanus, groot 821 (agthonderd een-en-twintig) vierekante meter, gehou kragtens Transportakte T8556/96, in eksekusie verkoop word, op 1 November 1996 om 14:00, by die perseel van bogemelde eiendom, Fernkloofrylaan 34, Hermanus Heights, Hermanus, op die terme en voorwaardes wat onmiddellik en voor die verkoping uitgelees sal word en wat intussen by die kantoor van die Balju van die Landdroshof, Hermanus, en by die kantore van die ondergetekende nagegaan mag word. Die wesenlike terme en voorwaardes van die verkoping is as volg:

1. Die koper sal 10% (tien persent) van die koopprijs onmiddellik betaal en sal 'n bank- of bougenootskapwaarborg wat deur die Vonnisskuldeiser se prokureurs aanvaarbaar is, verskaf vir die uitstaande koopprijs en rente daarop binne 14 (veertien) dae na die datum van die 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 op die kapitale bedrag bereken teen 20,25% (twintig komma twee vyf persent) per jaar vanaf datum van verkoop tot datum van registrasie van oordrag, beide datums ingesluit, aan die vonnisskuldeiser betaal.

3. Die verkoop is onderhewig aan die terme en voorwaardes van die Landdroshofwet en die reëls daarkragtens uitgevaardig.

4. Die eiendom is verbeter as volg: *Grondvloer*: Geplaveide oprit, dubbelmotorhuis, onderdak stoep met braai, gastekamer met en-suite badkamer, hoofslaapkamer met en-suite badkamer, twee slaapkamers, badkamer met stort en toilet, sitkamer, TV-kamer, eetkamer, kombuis en waskamer. *Eerste verdieping*: Studeerkamer en onderdak tuin.

Gedateer te Hermanus op 3 Oktober 1996.

L. B. Vorster, vir Vorster & Steyn, Prokureurs vir Vonnisskuldeiser, Eerste Verdieping, Rothnick Croft, Hoofweg 155, Hermanus.

#### Case No. 13491/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between ALLIED BANK, a division of ABSA BANK LIMITED, Plaintiff, and  
ALFRED JOHANNES TIMMERS, First Defendant, and JOY CHARLOTTE TIMMERS, Second Defendant**

The following property will be sold in execution at Mitchells Plain Court House, on Monday, 4 November 1996 at 10:00, to the highest bidder:

Erf 39863, Mitchells Plain, situated at 2 Basset Street, Strandfontein, measuring 194 (one hundred and ninety-four) square metres.

*Description*: Brick building, tiled roof, three bedrooms, lounge, kitchen, bathroom and toilet.

Held by Title Deed: T71933/91, dated 15 November 1991.

1. The following improvements are reported but not guaranteed:

2. *Payment*: A deposit of ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 or a deposit-taking institution to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z01558.)

#### Case No. 6963/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK versus FAITH SALLY LEITE**

The following property will be sold in execution at the site of the property, 4 Olifantberg Crescent, Kraaifontein, Western Cape, on Wednesday, 6 November 1996 at 10:00, to the highest bidder:

Erf 12868, Kraaifontein, in extent 248 square metres, held by T38513/1995, situated at 4 Olifantberg Crescent, Kraaifontein, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,25% (nineteen comma two five per centum) p.a. calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 157622/gt.)



Saak No. 323/93

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

**In die saak tussen ABSA BANK BPK, handeldrywende as UNITED BANK, Vonnisskuldeiser, en  
JACQUES FREDERICK VAN ZYL, Vonnisskuldenaar**

Ter uitvoering van 'n vonnis van die Landdroshof te Hopefield, sal 'n veiling van die ondergemelde eiendom gehou word te die eiendom op Vrydag, 8 November 1996 om 11:00, naamlik:

Erf 1514, Langebaan, geleë in die munisipaliteit Langebaan, administratiewe distrik Malmesbury, groot 805 vierkante meter, geleë te Wightmanstraat, Langebaan, gehou kragtens Transportakte T11458/92, die eiendom is onbeboud.

**Veilingvoorwaardes:**

1. Die verkoping is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop en onderhewig aan die titelvoorwaardes daarvan.

2. Een-tiende ( $\frac{1}{10}$ ) van die koopprys plus enige BTW word betaal aan die afslaer onmiddellik nadat die eiendom verkoop is en die balans van die koopsom teen registrasie van transport.

3. Die koper is aanspreeklik vir betaling van die transportkoste, hereregte, agterstallige belastinge, diensgelde en enige bykomende koste.

4. Die volledige voorwaardes van die veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju vir die Landdroshof, Vredenburg, en by die kantoor van die ondergetekende.

Gedateer te Vredenburg op hierdie 26ste dag van Augustus 1996.

Swemmer & Levin, Prokureurs vir Vonnisskuldeiser, hoek van Hoof- en Kerkstraat, Vredenburg.

Saak No. 448/96

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

**In die saak tussen WILLIAM H. H. OOSTHUIZEN, Eiser, en LOUIS BUYS, Verweerder**

Ingevolge uitspraak van die Landdroshof van Mosselbaai en lasbrief vir eksekusie teen goed, sal die ondervermelde eiendom op 6 November 1996 om 11:00, te Olckersweg 26, Reebok, aan die hoogste bieder verkoop word, naamlik:

Erf 482, Reebok, Klein-Brakrivier, groot 676 vierkante meter.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder, onderhewig aan die bepalinge van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en onderhewig aan die voorwaardes van die bestaande titelakte, en onderhewig aan die belange van die Verbandhouders.

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans tesame met rente daarop bereken teen 21,25% (een-en-twintig komma twee vyf persent) per jaar 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 volgende verbeterings beweer op die eiendom te wees: Verbeter met 'n klinkersteenwoning bestaande uit sit-/eetkamer, kombuis, twee slaapkamers, badkamer en 'n motorafdak.

4. Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantoor van die Balju, Montagustraat 99, Mosselbaai, en by die kantore van die Eksekusieskuldeiser se prokureurs te Kerkstraat 10, Mosselbaai, nagesien word.

Gedateer te Mosselbaai hierdie 3de dag van Oktober 1996.

D. K. Zietsman, vir Rauch-Gertenbach Ingelyf, Kerkstraat 10, Posbus 132, Mosselbaai.

Saak No. 739/93

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Noord-Kaapse Afdeling)

**In die saak tussen D. P. FOREMAN, Eerste Verweerder, en HAMMOND & GRAAFFS (PTY) LTD, Derde Party, en  
IVAN MYBURGH, Eiser**

In navolging van 'n vonnis van bogemelde Agbare Hof gedateer 1 Maart 1996 en 'n lasbrief tot uitwinning van onroerende goed gedateer 12 Junie 1996, sal die ondergemelde onroerende eiendomme deur die Balju van die Hooggeregshof vir die distrik Douglas, per publieke veiling in eksekusie verkoop word aan die hoogste bieder voor die Landdroshof te Douglas, op Vrydag, 22 November 1996 om 10:00:

Die eiendomme wat verkoop word, is die volgende:

Sekere Perseel 249, gedeelte van Perseel 153, Bucklandsneder-Nedersetting, geleë in die distrik Herbert, provinsie Noord-Kaap, groot 4 840 m<sup>2</sup> (vierduisend agthonderd-en-veertig vierkante meter), gehou kragtens Transportakte T6/95.



*Informasie:* Die volgende informasie ten opsigte van die eiendom word verskaf, maar nie gewaarborg nie: Skuur en twee perdestalle;

sekere Perseel 114, gedeelte van Perseel 13, Bucklandsneder-Nedersetting, geleë in die distrik Herbert, provinsie Noord-Kaap, groot 8 565 m<sup>2</sup> (agtduisend vyfhonderd vyf-en-sestig vierkante meter), gehou kragtens Transportakte T6/95.

*Informasie:* Die volgende informasie ten opsigte van die eiendom word verskaf, maar nie gewaarborg nie: 'n Woonhuis bestaande uit drie slaapkamers, kombuis, sitkamer, eetkamer, badkamer, toilet en sonkamer en twee buitegeboue; en

sekere Perseel 31, gedeelte van Perseel 153, Bucklandsneder-Nedersetting, geleë in die distrik Herbert, provinsie Noord-Kaap, groot 12,3711 ha (twaalf komma drie sewe een een hektaar), gehou kragtens Transportakte T6/95.

*Informasie:* Die volgende informasie ten opsigte van die eiendom word verskaf, maar nie gewaarborg nie: Besproeiingsgrond.

*Verkoopsvoorwaardes:* 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- of bouvereniging- of ander waarborg. Die eiendom word verkoop onderworpe aan die regte van die versekerde skuldeiser. Verdere verkoopvoorwaardes kan geïnspekteer word ten kantore van die Balju van die Hooggeregshof te Douglas.

Gedateer te Kimberley op hierdie 1ste dag van Oktober 1996.

Elliot, Maris, Wilmans & Hay, Prokureurs vir Eiser, Grondvloer, Cheapside; Posbus 179, Kimberley. (Verw. mnr. Haddad/rvr/H2449.)

**Case No. 1519/94**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Transkei Division)

**In the matter between BANK OF TRANSKEI LIMITED, Plaintiff, and KOLEKILE CORNELIUS QALABA, Defendant**

The property known as:

Certain piece of land known as Mseleni Trading Site, situated in Administrative Area 39, called Upper Hlabati, in the District of Lusikisiki, measuring nine comma eight five nought two (9,8502) hectares, shall be sold to the highest bidder by the Deputy Sheriff of Lusikisiki on 28 November 1996 at 12:00, before the offices of the Deputy Sheriff, Lusikisiki.

The special conditions of sale may be inspected at the offices of the Deputy Sheriff, Lusikisiki.

Dated at Umtata this 13th day of September 1996.

M. B. MDA Incorporated, Plaintiff's Attorneys, 46 Wesley Street; P.O. Box 978, Umtata. (Ref. MBM/ts/coll.)

**Case No. 355/93**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Transkei Division)

**In the matter between BANK OF TRANSKEI LIMITED, Plaintiff, and MLAMBAWUSELWA MLINDAZWE, Defendant**

The property known as:

Certain piece of land situated in the District of Lusikisiki, being Ntile Trading Site, being a piece of quitrent land in the District of Lusikisiki, measuring four comma two eight two seven (4,2827) hectares, shall be sold to the highest bidder by the Deputy Sheriff, Lusikisiki, on 14 November 1996 at 11:00, before the offices of the Deputy Sheriff, Lusikisiki.

The special conditions of sale may be inspected at the offices of the Deputy Sheriff, Lusikisiki.

Dated at Umtata this 13th day of September 1996.

M. B. MDA Incorporated, Plaintiff's Attorneys, 46 Wesley Street; P.O. Box 978, Umtata. (Ref. MBM/ts/coll.)

**Case No. 1521/93**

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

**In the matter between BANK OF TRANSKEI LIMITED, Plaintiff, and ETHEL THANDIWE DUFANA, N.O., Defendant**

The property known as certain piece of land being Erf 74, Bizana, situated in the Municipality and District of Bizana, measuring four four six one (4 461) square metres, shall be sold to the highest bidder by the Deputy Sheriff of Bizana, on 14 November 1996 at 14:30, before the offices of the Deputy Sheriff, Bizana.

The special conditions of sale may be inspected at the offices of the Deputy Sheriff, Bizana.

M. B. MDA Incorporated, Attorneys for Plaintiff, 46 Wesley Street, P.O. Box 978, Umtata. (Ref. MBM/nn/Coll.)

Case No. 551/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(Transkei Division)

**In the matter between BANK OF TRANSKEI LIMITED, Plaintiff, and PENELOPE BONGIWE NXUMALO, First Defendant, and PHENEUS NXUMALO, Second Defendant**

The properties known as certain piece of land situated in Location 2, in the District of Flagstaff, being Thornbush Trading Site, measuring four comma one five three three (4,1533) hectares, shall be sold to the highest bidder by the Deputy Sheriff, Flagstaff, on 28 November 1996 at 11:00, before the Deputy Sheriff's Offices, Flagstaff.

Dated at Umtata this 13th day of September 1996.

M. B. MDA Incorporated, Plaintiff's Attorneys, 46 Wesley Street, Umtata. (Ref. MBM/ts/coll.)

Case No. 2079/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(Transkei Division)

**In the matter between BANK OF TRANSKEI LIMITED, Plaintiff, and MNIKELO MAGEZA, Defendant**

The property known as certain piece of land known as Isiphiwo Trading Site 1, being a piece of quitrent land in Administrative Area 28, called Pumlo, situated in the District of Lusikisiki, measuring one thousand six hundred and nineteen (1 619) square metres, shall be sold to the highest bidder by the Deputy Sheriff, Lusikisiki, on 14 November 1996 at 11:00, before the offices of the Deputy Sheriff, Lusikisiki.

Dated at Umtata this 11th day of September 1996.

M. B. MDA Incorporated, Plaintiff's Attorneys, 46 Wesley Street, P.O. Box 978, Umtata. (Ref. MBM/ts/coll.)

Saak No. 279/95

IN DIE LANDDROSHOF VIR DIE DISTRIK SWELLENDAM GEHOU TE BONNIEVALE

**In die saak tussen H. PEKEUR, Vonnisskuldeiser, en P. ANTHONY, Vonnisskuldenaar**

Ingevolge 'n vonnis gelewer op 30 Oktober 1995 in die Bonnievale, Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die onroerende eiendom hieronder beskryf in eksekusie verkoop op 13 November 1996 om 10:00, te Erf 1168, Braafstraat, Bonnievale, aan die hoogste bieder:

*Beskrywing:* Erf 1186, Bonnievale, geleë in die gebied van die Bonnievale Plaaslike Oorgangsraad, afdeling Swellendam, provinsie Wes-Kaap, groot agthonderd ses-en-tagtig (886) vierkante meter, gehou kragtens Akte van Transport T6622/84. *Straatadres:* Braaffstraat, Bonnievale.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit twee woonhuise 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 J. A. W. van Zyl, Posbus 20, Bonnievale, 6730.

Gedateer te Worcester op hierdie 1ste dag van Oktober 1996.

Maritz Murray & Fourie, Domicilgebou, Adderleystraat 26, Worcester, 6850 (Posbus 25). [Tel. (0231) 70851/2/3.]

Case No. 71/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(South-Eastern Cape Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and VUMILE PATRICK MATTHEWS, Defendant**

In pursuance of a judgment of the above Honourable Court dated 30 July 1996, and the warrant of execution dated 2 August 1996, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 1 November 1996 at 15:00, at the foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 727, Motherwell NU5, Phase 1, in the Administrative District of Uitenhage, measuring 480 square metres, held by the defendant under Certificate of Registered Grant of Leasehold TL1873/1989, situated at 82 Chalumna Street, Motherwell, Port Elizabeth.

The following improvement on the property are reported, though in this respect nothing is guaranteed: Brick under cement tile dwelling, dining-room, lounge, kitchen, three bedrooms, bath/w.c./sh/hb.

**Zoning:** In terms of the Port Elizabeth Municipal Zoning Scheme, the property is zoned for Residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

**Material conditions of sale:** The purchase price will be payable by means of a deposit of 10% (ten per cent) and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% (five per cent) on the first R30 000 and 3% (three per cent) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 18th day of September 1996.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rr.)

**Case No. 1623/96**

IN THE SUPREME COURT OF SOUTH AFRICA  
(South-Eastern Cape Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and RICHARD THOMAS SMITH, First Defendant, and LORETTA CYNTHIA SMITH, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 14 August 1996, and the warrant of execution dated 19 August 1996, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 1 November 1996 at 15:00, at the foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 7788, Bethelsdorp, in the Municipality and Administrative District of Port Elizabeth, measuring 481 square metres, held by the Defendants under Deed of Transfer T50643/90, situated at 2 Newman Street, Bethelsdorp, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tile dwelling, lounge, kitchen, two bedrooms and bath/w.c.

**Zoning:** In terms of the Port Elizabeth Municipal Zoning Scheme, the property is zoned for residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

**Material conditions of sale:** The purchase price will be payable by means of a deposit of 10% (ten per cent) and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% (five per cent) on the first R30 000 and 3% (three per cent) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 18th day of September 1996.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rr.)

**Case No. 3665/95**

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

**In the matter between FIRST NATIONAL BANK OF SA LIMITED (FISH HOEK), Plaintiff (Judgment Creditor), and ELIZABETH ROZINA THODLANA, Defendant (Judgment Debtor)**

Be pleased to take notice that in pursuance of the judgment granted by the above Honourable Court dated 26 January 1996, and writ of execution dated 19 January 1996, the following will be sold in execution on 30 October 1996 at 13:00, at the site being:

Erf 760, Ocean View, situated in the Transitional Metropolitan Substructure of Fish Hoek/Kommetjie/Noordhoek, Cape Division, Province of the Western Cape, measuring 105 m<sup>2</sup> (one hundred and five) square metres, held under Deed of Transfer T76840/92, also known as 17 Aquarius Way, Ocean View, Cape.

**Conditions of sale:**

1. The property shall be sold to the highest bidder subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, and the rules made thereunder and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: Semi-detached two bedrooms, toilet, bathroom, upstairs. Kitchen, bedroom and lounge, downstairs.

**3. Payment:**

3.1 Ten per centum (10%) of the purchase price shall be paid in cash or by means of a deposit-taking institution guaranteed cheque to the Sheriff of the Court or the auctioneer upon signature of the conditions of sale, or otherwise as the Sheriff of the Court or the auctioneer may arrange.

3.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Execution Creditor's conveyancers.

3.3 Interest at a rate to be determined by the Judgment Creditor shall be paid on—

3.3.1 the amount of the Plaintiff's claim for each month or part thereof from the date of sale to date of registration of transfer;

3.3.2 interest shall further be paid on any preferent creditor's claim at the applicable rate from the date of sale to date of registration of transfer.

3.4 All the amounts mentioned in paragraph 3.2 and 3.3 above are to be secured by the purchaser by approved deposit-taking institution guarantee to be delivered within fourteen (14) days of the sale of the Execution Creditor's conveyancers.

4. *Full conditions of sale:* The full conditions of sale which will be read out by the Sheriff of the Court or the Auctioneer, immediately prior to the sale, may be inspected at either the Sheriff of the Court or the auctioneer's office.

Dated at Cape Town on this 19th day of September 1996.

R. K. Hall, for K. G. Druker & Stanich, Attorneys for Plaintiff, 11th Floor, SA Reserve Bank Building, St George's Mall, Cape Town. (Ref. RKH/gh/W09946.)

**Case No. 1437/96****IN THE SUPREME COURT OF SOUTH AFRICA****(South-Eastern Cape Local Division)****In the matter between ABSA BANK LIMITED, Plaintiff, and FRANK BANGILE WILLIAMS, First Defendant, and HAZEL XOLISA WILLIAMS, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 23 August 1996, and the warrant of execution dated 28 August 1996, the following property will be sold, voetstoots, in execution, without reserve, to the highest bidder on 1 November 1996 at 15:00, at The Foyer, AA Mutual Building, 15 Rink Street, Central, Port Elizabeth:

Erf 511, Parsons Vlei, in the Municipality and Division of Port Elizabeth, measuring 875 square metres, held by the Defendants under Deed of Transfer T72428/95, situated at 10 Patensie Street, Bridgemead, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick under tiled dwelling, dining-room, lounge, kitchen, three bedrooms and bath/w.c.

*Zoning:* In terms of the Port Elizabeth Municipal Zoning Scheme, the property is zoned for residential purposes.

A substantial bond can be arranged for an approved purchaser.

The full conditions of sale will be read immediately prior to the sale and may be inspected prior to the date of sale at the office of the Sheriff of the above Honourable Court.

*Material conditions of sale:* The purchase price will be payable by means of a deposit of 10% (ten per centum) and the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Sheriff within 14 days of the date of the sale. Sheriff's charges at 5% (five per centum) on the first R30 000 and 3% (three per centum) on the balance of the purchase price are also payable on date of sale.

Dated at Port Elizabeth this 18th day of September 1996.

McWilliams & Elliott Inc., Plaintiff's Attorneys, 83 Parliament Street, Central, Port Elizabeth. (Ref. Ed Murray/rr.)

**Saak No. 2902/45****IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY****In die saak tussen NEDCOR BANK BPK., Vonnisskuldeiser, en COENRAAD JOOSTEN, Vonnisskuldenaar**

Geliewe kennis te neem dat ter uitvoering van 'n vonnis van die Landdros te Malmesbury, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Vrydag, 18 Oktober 1996 om 10:00, te Skoolstraat 13, Malmesbury, naamlik:

Erf 3738, Malmesbury, in die gebied van die Malmesbury Plaaslike Oorgangsraad, afdeling Malmesbury, Wes-Kaap-provinsie, groot 745 (sewehonderd vyf-en-veertig) vierkante meter, gehou deur die Vonnisskuldenaars kragtens Transportakte T41516/95 en geleë te Skoolstraat 13, Malmesbury.



Die volgende verbeteringe op die eiendom word aangegee maar nie gewaarborg nie: 'n Woonhuis bestaande uit drie slaapkamers, een en 'n half badkamer, TV-kamer, swembad en kombuis, onderworpe aan die veilingsvoorwaardes hieronder uiteengesit.

*Veilingsvoorwaardes:*

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, en die reëls daaronder uitgevaardig 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 Vonnisskuldeiser, die verkoping onmiddellik kan kanselleer, waarop die eiendom onverwyld weer te koop aangebied sal word.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste, insluitende BTW.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Malmesbury.

Gedateer te Paarl hierdie 20ste dag van September 1996.

Gaum-Le Roux, Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

**Case No. 5191/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and  
Mrs NONYAMEKO PATIENCE FALTEIN, Defendant**

In pursuance of a judgment of the above Honourable Court dated 7 May 1996 and a writ of execution, the following property will be sold in execution on Wednesday, 30 October 1996 at 11:00, by the Sheriff to the highest bidder at:

59 Weare Road, Cambridge, East London, held under Deed of Transfer T2567/1995.

The property consists of dwelling under brick and tile, lounge, dining-room, kitchen, three bedrooms, bathroom/w.c./hb, separate w.c. and outbuildings.

*Conditions of sale:*

1. The property shall be sold 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 deeds in so far as these are applicable.

2. The purchase price shall be payable as to a deposit in cash of 10% and the balance against transfer. A substantial bank 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 4 Oxford Street, East London.

4. The Plaintiff or the Plaintiff's attorneys and/or Sheriff of the Court do not guarantee any improvements or information.

I. C. Clark Inc., Plaintiff's Attorneys, corner of Oxford Street and St Lukes Road, Southernwood, East London.

**NATAL**

**Case No. 2605/96**

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 Mr PHIROZ KHAN, First Defendant,  
and Mrs SHIREEN KHAN, Second Defendant**

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 18 July 1996 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Chatsworth, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, at 10:00, on Tuesday, 29 October 1996, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 7 Highway Place, Mobeni Heights, namely:

Sub. 1037 of Lot 102, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 281 (two hundred and eighty-one) square metres, which property is physically situated at 6 Domino Street, Chatsworth, 4092, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T20656/92.

**Improvements:** Without constituting a warranty of any nature, the property has been improved by the erection thereon of semi-detached face brick under tile duplex consisting of: *Main building:* Ground floor: Lounge, dining-room, kitchen (bic), toilet. First floor: Five bedrooms, shower/toilet, bathroom/toilet, three balconies. Outbuilding: Single garage.

**Zoning:** The property is zoned for Special Residential 180 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, 7 Highway Place, Mobeni Heights.

Dated at Durban this 25th day of September 1996.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/840/A0034/Mrs Chetty.)

**Case No. 2935/89**

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between JABULANI K. A. KESWA, First Defendant/First Execution Creditor, and ROSINA KAMBULE, Second Defendant/Second Execution Creditor, and HARRIET EDNA TEMBISILE MSIMANG, Plaintiff/Execution Debtor**

In execution judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property will be sold in execution on 25 October 1996 at 10:00, at the office of the Sheriff for the Supreme Court of South Africa, Second Floor, Volkskas Building, Voortrekker Street, Newcastle, to the highest bidder for cash:

One third ( $\frac{1}{3}$ ) share in and to the farm Jobstown A 8077, situated in the Administrative District of Natal, Province of KwaZulu-Natal, in extent 126,764 (one two six comma seven six four) hectares.

The following information relating to the property is furnished but not guaranteed in any way:

(1) The property is situated at House 2916, Madadeni, Newcastle.

The conditions of sale may be inspected at the offices of the Sheriff aforesaid during normal business hours.

Dated at Pietermaritzburg on this 18th day of September 1996.

M. E. Cajee, for Cajee & Associates, Execution Creditors' Attorneys, 360 Loop Street, Pietermaritzburg. (Ref. Mr Cajee/Pearl.)

**Case No. 3377/96**

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

**In the matter between NATAL BUILDING SOCIETY LIMITED, Plaintiff, and DIRK DU TOIT FAMILY TRUST, First Defendant, and D. J. A. DU TOIT, Second Defendant**

In pursuance of a judgment granted in the above Honourable Court on 23 August 1996 and a warrant of execution, the undermentioned property will be sold in execution on 29 October 1996 at 10:00, in front of the Magistrate's Court, Ladysmith:

Lot 1457, Ladysmith, situated in the Town Council of Ladysmith, Administrative District of Natal.

The following information is furnished regarding the improvements though in this respect nothing is guaranteed: Zoning: Residential.

**Improvements** (the accuracy hereof is not guaranteed): Lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, garage, servant's room and toilet.

**Material conditions:**

The sale of the property shall be subject to the following conditions.

1. The property shall be sold by the Sheriff of Ladysmith, on 29 October 1996 at 11:00, at the Magistrate's Court, Ladysmith.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.
3. The purchase price shall be paid as to 10% (ten per cent) deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.

4. The Plaintiff, the Defendants and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorneys, or the Sheriff, Ladysmith.

Dated at Ladysmith on this 2nd day of October 1996.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CNO358.)

Case No. 3640/96

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 DOUGLAS JOSEPH, First Defendant, and TRUDIE LOUISA JOSEPH, Second Defendant**

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the Sheriff's Salesroom, Lot 102, Camperdown, situated on the old Main Road between Camperdown and Cato Ridge, exactly 1 (one) km from the Camperdown Court-house towards Cato Ridge, being the property just before crossing the bridge over the N3 on 25 October 1996 at 11:00:

*Description:* Subdivision 10 of the farm Maizelands 13445, situated in the Administrative District of Natal, in extent four comma two three nine two (4,2392) hectares, and held under Deed of Transfer T19532/89.

*Physical address:* District Road D685, Manderston, Natal.

*Zoning:* Special Residential.

The property consists of the following: Brick under tile dwelling consisting of lounge, dining-room, study, kitchen, three bedrooms, bathroom, toilet and verandah. *Outbuildings:* Two garages, agricultural sheds and fencing.

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, Camperdown, 3 Charlton Avenue, Camperdown, Natal.

Dated at Durban this 27th day of September 1996.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mr J. C. Jones/cd/notice.djo.)

Case No. 9716/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and KERVIN NAIDOO, First Defendant, and LONA NAIDOO, Second Defendant**

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court Building, Justice Street, Unit 5, Chatsworth, on Tuesday, 29 October 1996 at 10:00:

*Description:* Subdivision 115 (of 218) of Lot 195, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 275 (two hundred and seventy-five) square metres, and held under Deed of Transfer T18714/94.

*Physical address:* Road 239, House 25, Bayview, Chatsworth, Natal.

*Zoning:* Special Residential.

The property consists of the following: Semi detached brick under asbestos roof consisting of lounge, three bedrooms, prayer room, kitchen (with built-in cupboards), toilet and bathroom with toilet. *Outbuildings:* 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 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, Chatsworth, 7 Highway Place, Mobeni Heights, Chatsworth, Natal

Dated at Durban this 27th day of September 1996.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mr J. C. Jones/cd/notice.kna.)

**Case No. 4203/96**

**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  
LYNETTE MARJORY RAYSDORF, 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 Stafmeyer House, 24 Beach Grove, Durban, on Thursday, 31 October 1996 at 10:00:

*Description:*

Section 12 as shown and more fully described on Sectional Plan SS347/93 in the scheme known as Bonamour Court, in respect of the land and building or buildings situated at Durban 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 and held under Deed of Transfer ST11721/94.

*Physical address:* 12 Bonamour Court, 7 Bonamour Avenue, Glenwood, Durban, Natal.

*Zoning:* Special Residential.

The property consists of the following: Single storey brick under tile unit consisting of entrance hall, lounge, bedroom, bathroom, toilet, kitchen and enclosed balcony.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban Central, 21 Stafmeyer House, Beach Grove, Durban, Natal.

Dated at Durban this 27th day of September 1996.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mr J. C. Jones/cd/notice.ray.)

**Case No. 31045/96**

**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 ALLIED BANK, Plaintiff, and  
KHWEZI WISEMAN MTENGWANE, Defendant**

In pursuance of a judgment granted on 4 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 31 October 1996 at 10:00, in Room 29, Second Floor, Stafmeyer House, Beach Grove, Durban.

*Description:* Lot 4888, Isipingo (Extension 44), situated in Borough of Isipingo and in the Port Natal Ebhodwe Joint Services Board area, Administrative District of Natal, Province of kwaZulu-Natal, in extent 200 (two hundred) square metres. Street address: 10 Holley Crescent, Westmont, Isipingo.



*Improvements:* Single storey house under tile roof comprising of kitchen (tiled, fitted cupboards), lounge (tiled floor), two bedrooms (cement floors), bathroom (bath, basin, toilet). (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Town-planning zoning:* Special Residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects:

1. The sale shall be subject to the terms and conditions of the 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, Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 20th day of September 1996.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. A0187/39/JR/cc.)

**Case No. 3378/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KLIP RIVER HELD AT LADYSMITH

**In the matter between NATAL BUILDING SOCIETY LIMITED, Plaintiff, and THE DIIRK DU TOIT FAMILY TRUST,  
First Defendant, and D. J. A. G. DU TOIT, Second Defendant**

In pursuance of a judgment granted in the above Honourable Court on 22 August 1996 and a warrant of execution, the undermentioned property will be sold in execution on 29 October 1996 at 10:00, in front of the Magistrate's Court, Ladysmith:

Unit 6, as shown and more fully described on Sectional Title Plan SS346/95, in the scheme known as Lambton Mews, in respect of the land and building or buildings situated at 20 Lambton Road, Ladysmith, in the Ladysmith/Emnambithi Local Transitional Government.

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

*Zoning:* Residential.

*Improvements* (the accuracy hereof is not guaranteed): Lounge, dining-room, kitchen, three bedrooms, bathroom, toilet, garage, servant's quarters and toilet.

*Material conditions:* The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 29 October 1996 at 11:00, at the Magistrate's Court, Ladysmith.
2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.
3. The purchase price shall be paid as to 10% (ten per cent) deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.
4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.
5. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff, Ladysmith.

Dated at Ladysmith on this 2nd day of October 1996.

Maree & Pace, Attorneys for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/CN0357.)

Case No. 2832/95

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

**In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LTD, Plaintiff, and  
ANDERSON SIFISO NZAMA, Defendant**

In pursuance of a judgment granted on 19 December 1995, in the Magistrate's Court for the District of Umlazi, held at Umlazi, the property listed hereunder will be sold in execution on Tuesday, 29 October 1996 at 11:00, at the main entrance Umlazi Magistrate's Court, under National Flag Pole:

*Description:* Unit U472, in the Township of Umlazi, District of Umlazi, in extent 340 square metres, held under Deed of Grant G948/173, General Plan BA83/1976, issued at Ulundi on 15 February 1993.

*Postal address:* Unit U472, Umlazi.

*Improvements:* Three bedrooms, dining-room, two bathrooms, lounge, kitchen, no garage, electricity and no outbuilding.

*Structure:* Brick plastered. *Roof:* Tiles. *Fence:* Yes.

*The conditions of sale:* The purchase price will be payable as to cash. The full conditions of sale which will be read immediately prior to the sale, may be inspected at main entrance Umlazi Magistrate's Court, Umlazi.

A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 19th day of September 1996.

Linda Zama & Company, Execution Creditor's Attorneys, Sixth Floor, Saambou Building, 397 Smith Street, Durban.  
(Ref. NT/sj/09K001/170.)

Case No. 3580/90

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

**In the matter between NEDCOR BANK LIMITED (formerly NEDPERM BANK LIMITED), Execution Creditor, and  
Mrs T. M. NYATHIKAZO, N.O. (Executrix in estate late D. P. NYATHIKAZI), Execution Debtor**

In pursuance of a judgment in the Magistrate's Court of Pinetown, held at Pinetown, dated 18 June 1990 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 1 November 1996 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

*Property description:* Ownership Unit 331, kwaDabeka-D, in extent 302 square metres, situated in the Township of kwaDabeka, in the District of Pinetown as represented and described on General Plan GF5139/1986.

*Postal address:* Unit 331, kwaDabeka-D.

*Improvements:* Block and asbestos dwelling comprising three bedrooms, lounge, kitchen, toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Zoning* (the accuracy hereof is not guaranteed): Special Residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price or R500, whichever is the greater, and the auctioneer's charges in cash at the time of the sale.
3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for the payment of interest at the rate of 22,75% (twenty-two comma seven five per cent) per annum, to the Execution Creditor from the date of sale to date of registration of transfer.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees, if any, taxes and any other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff, 62 Caversham Road, Pinetown, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 27th day of September 1996.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban.

Case No. 10006/90

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

**In the matter between NEDCOR BANK LIMITED (formerly NEDPERM BANK LIMITED), Execution Creditor, and  
SIBUSISO DAVID MGWABA, Execution Debtor**

In pursuance of a judgment in the Magistrate's Court of Inanda, held at Verulam, dated 19 November 1990 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 1 November 1996 at 10:00, at the Magistrate's Court, Room 7D, Groom Street, Verulam, to the highest bidder:

*Property description:* Ownership Unit K541 in the Township of kwaMashu District Ntuzuma, measuring 325 square metres represented and described on General Plan PB57/1979, held under Deed of Grant G3390/88.

*Postal address:* Unit K541, Kwamashu, 4360.

*Improvements:* Block under asbestos dwelling comprising two bedrooms, lounge, kitchen, toilet with shower outside, water and lights facilities (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Zoning* (the accuracy hereof is not guaranteed): Special Residential.

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price or R500 whichever is the greater, and the auctioneer's charges in cash at the time of the sale.
3. The balance of the purchase price is payable against the transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for the payment of interest at the rate of 22,75% per annum to the Execution Creditor from the date of sale to date of registration of transfer.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and any other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the offices of the Sheriff, Verulam Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Avenue, Verulam, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 26th day of September 1996.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C/Nedperm/Sale/M373.)

Case No. 4755/96

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

**In the matter between TRANSNET LIMITED, trading as TRANSNET HOUSING, Execution Creditor, and GREGORY  
CLIVE BADENHORST, First Execution Debtor, and VIVIENNE ANNE BADENHORST, Second Execution Debtor**

In pursuance of a judgment of the Magistrate's Court, Durban, dated 26 March 1996, and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of Magistrate's Court, Durban South on 31 October 1996 at 10:00 in Room 29, Second Floor, Stafmeyer House, Beach Grove, Durban, without reserve.

*Property description:* Section 1 as shown and more fully described on Sectional Plan SS126/93, in the scheme known as Eland Court in respect of the land and building or buildings situated at Bluff of which the floor area, according to the said sectional plan, is 86 (eighty-six) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST5404/94, subject to the conditions therein contained.

*Physical address:* Flat 1, Eland Court, 183 Iland View Road, Bluff.

*Zoning:* Special Residential.

*Improvements* (but nothing is guaranteed): One and a half bedroom, kitchen, lounge, bathroom and garage.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff Durban South, within fourteen (14) days after the date of the sale.
3. Payment of value-added tax which may be applicable in terms of Act No. 89 of 1991 shall be borne by the purchaser.
4. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholders (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.

6. The Sheriff will have the right to stay or cancel the sale in execution should the Judgment Creditor or its representative fail to attend the sale in execution.

7. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 27th day of September 1996.

Woodhead Bigby & Irving, Execution Creditor's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. AVL/avw/09T1315a6.)

**Case No. 1215/95**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION) formerly known as ALLIED BANK LIMITED, Plaintiff, and SOOBRAMONEY VADIVALOO PILLAY, First Defendant, and ENDUMATHIE PILLAY, 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 North, on the steps of the Supreme Court Building, Masonic Grove, Durban on Thursday, 31 October 1996 at 12:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale.

The property is described as: Rem. of Sub. 19 of Lot 4452, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, in extent eight hundred and ninety-nine (899) square metres held under Deed of Transfer T32006/1989. *Street address:* 163 O'Flaherty Road, Reservoir Hills, Durban.

*Improvements:* A building consisting of lounge, dining-room, three bedrooms, two bathrooms, kitchen and toilet.

*Zoning:* Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Supreme Court, 15 Milne Road, Durban. (Tel. 368-2100.)

Dated at Durban this 26th day of September 1996.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

**Case No. 2121/96**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PATRICK TERENCE HOWARD, Defendant**

Be pleased to take notice that pursuant to an order of the above Honourable Court dated 16 August 1996 in the above-mentioned case, the immovable property described below shall be sold in execution by the Sheriff of the Supreme Court for the District of Greytown on Friday, 1 November 1996 at 11:30, outside the main entrance to the Magistrate's Court, Bell Street, Greytown, KwaZulu-Natal.

And be pleased to take notice further that the conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court for the District of Greytown, 119 Voortrekker Street, Greytown, KwaZulu-Natal at the offices of the Plaintiff's attorneys of record, Shephstone & Wylie Tomlinsons, 165 Pietermaritz Street, Pietermaritzburg, Natal.

The property which is to be put up for sale by public auction as aforesaid and the name of the registered owner of such property is set forth as follows below:

*Name of registered owner:* Patrick Terence Howard.

*Description of property:* Situated in the Greytown Transitional Local Council Area Administrative District of Natal, Lot 710, Greytown, in extent 1 348 (one thousand three hundred and forty-eight) square metres.

*Street address of property:* 230 York Street, Greytown.

Dated at Pietermaritzburg this 25th day of September 1996.

K. C. Anderson, Shephstone & Wylie Tomlinsons Inc., Plaintiff's Attorney, 165 Pietermaritz Street, Pietermaritzburg. (Ref. KCA/jdk/12N0428/96F.)



## Case No. 1153/95

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

**In the matter between SHAAM INVESTMENTS CC, Execution Creditor, and ANIEL MATABADAL, Execution Debtor**

Pursuant to a warrant of execution dated 6 February 1996, the following property will be sold in execution by the Sheriff of the Court, Estcourt, KwaZulu-Natal, at Estcourt on 24 October 1996 at 11:00, at the Magistrate's Court, Albert Street, Estcourt:

Lot 413, 40 Brewitt Road, Estcourt/Wembezi Transitional Local Council, Administrative District of Natal, Province of KwaZulu-Natal.

The following further details of the property and the improvements thereon are given although in this respect nothing is guaranteed: Land with a dwelling erected thereon.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrate's Court and the rules made thereunder.
2. The purchaser shall pay 10% (ten per cent) of the purchase price immediately after sale and the balance to be secured within fourteen (14) days thereafter a bank or building society guarantee.
3. The full conditions may be inspected at the office of the Sheriff of the Court, 142 Connor Street, Estcourt.

Dated at Estcourt on this 16th day of September 1996.

M. H. Gafoor & Co., Attorneys for the Execution Creditor, 128 Albert Street, Estcourt, 3310.

## Case No. 15260/95

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

**In the matter between A. BAKER BROS & SONS, Plaintiff, and S. CHETTY, Defendant**

In pursuance of a judgment granted on 15 August 1995, in the Magistrate's Court, Durban, and under writ of execution issued thereafter, the immovable property of the Defendant listed hereunder shall be sold in execution to the highest bidder on 29 October 1996 at 14:00, on the front steps of the Magistrate's Court, Somsteu Road, Durban:

*The property:* Sub. 10 (of 3) of Lot 4248, Reservoir Hills, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent of 780 (seven hundred and eighty) square metres.

*Postal address:* 10 Denver Place, Clare Estate, Durban.

*Improvements:* Brick/tile house comprising of three bedrooms carpeted with built in cupboards, dining-room, carpeted, kitchen with units (floor tiled), walls half way tiled and toilet with tub/wash basin. *Basement:* Bedroom carpeted, lounge carpeted, kitchen with units fully tiled, toilet with wash basin and tub, lock up garage, swimming-pool, yard fully fenced with security gates.

Nothing is guaranteed in respect of these material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder.
2. The full conditions of the sale may be inspected by the Sheriff for the Magistrate's Court, Durban North, 15 Milne Street, Durban.
  - 3.1 The purchaser shall pay the 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 and to be furnished to the Sheriff of the Magistrate's Court or auctioneer within 14 (fourteen) days after the sale.
  - 3.2 The purchaser shall be liable for payment of interest at the rate of 12% (twelve per cent) per annum to the Plaintiff on the respective amount to be awarded on the plan of the Distribution from the date of sale to the date of transfer, both days inclusive.
  - 3.3 The purchaser shall be liable to pay interest on the Mortgage Bonds registered on the property, from the date of sale to the date of transfer, both days inclusive.
4. Payment of the Sheriff's and auctioneer's fees by the purchaser is payable in cash on the day of the sale.
5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs including arrear and current rates, taxes and other charges necessary to effect transfer, on request by the said attorneys.

Dated at Durban on this 15th day of August 1996.

Messrs. P. R. Maharaj & Company, Suite 1601, Nedbank House, 30 Albert Street, Durban. (Tel. 306-2728/9.) (Ref. AMD/RV/B1468.)

Case No. 104/96

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

**In the matter between FIDELITY BANK LIMITED, Plaintiff, and HOUSEN SHAIK AHROON ALLY, First Defendant, and  
SAKINA BEE BEE SHAIK AHROON ALLY, Second Defendant**

Pursuant to a judgment of the above-mentioned Honourable Court dated 10 July 1996 the undermentioned immovable property will be sold by the Sheriff, Pietermaritzburg, by public auction on Friday, 25 October 1996 at 10:00, at the Sheriff's Office, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal:

The immovable property is Sub. 298 of Lot 3229, Pietermaritzburg, situated in the City of Pietermaritzburg, Administrative District of Natal, Province of KwaZulu-Natal, in extent 219 (two one nine) square metres.

*Postal address:* 104 Lotus Road, Northdale, Pietermaritzburg, KwaZulu-Natal.

*Improvements:* Single storey with block walls, asbestos roof, lounge, kitchen, bedroom, bathroom and toilet.

*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 cent) 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 18,45% 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 September 1996.

W. O. N. James, for Shephstone & Wylie Tomlinsons, 165 Pietermaritz Street, Pietermaritzburg. (Ref. W. O. N. James/SS/87E0040/92.)

Case No. 24587/96

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

**In the matter between UNIBANK LIMITED, Plaintiff, and KRISHNA NAIDOO, First Defendant, and  
ASOTHAMMA NAIDOO, Second Defendant**

In pursuance of a judgment of the Magistrate's Court for the District of Durban dated 25 June 1996, the immovable property listed hereunder will be sold in execution on Tuesday, 5 November 1996 at 14:00, on the front steps of the Magistrate's Court, Someseu Road, Durban, to the highest bidder:

*Property description:* Sub. 12 (of 1) of Lot 2130, Durban, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent six hundred and ninety-two (692) square metres.

*Postal address:* 16/18 Monmouth Road, Morningside, Durban.

*Improvements:* Double storey consisting of two units:

16—Lounge, dining-room, three bedrooms, kitchen, two bathrooms/toilet, two store-rooms, two garages and servants' quarters.

18—Lounge, dining-room, three bedrooms, kitchen, store-room and swimming-pool.

Nothing is guaranteed in respect of the above.

1. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.

2. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of the sale.

3. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

4. Transfer shall be effected by Lloyd O'Meara Incorporated, the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said attorneys.

5. The full conditions of sale may be inspected at the Office of the Sheriff, Magistrate's Court, Durban North, 15 Milne Street, Durban.

Dated at Durban on this 30th day of September 1996.

Lloyd O'Meara Incorporated, Plaintiff's Attorneys, 502 Standard Bank, ABC Chambers, 66 Field Street, Durban. (Ref. Mr O'Meara/cb/D.157.)

Case No. 693/95

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

**In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LTD, Plaintiff, and  
BONGINHLANHLA SAMUEL MADLALA, Defendant**

In pursuance of a judgment granted on 31 May 1995, in the Magistrate's Court for the District of Umlazi held at Umlazi, the property listed hereunder will be sold in execution on Wednesday, 30 October 1996 at 10:00, at the main entrance of Umlazi Magistrate's Court, under National Flag Pole:

*Description:* Unit BB454, in the Township of Umlazi, District of Umlazi, in extent 440 square metres, held under Deed of Grant G4560/86, General Plan BA, issued at Ulundi on 7 July 1986.

*Postal address:* Unit BB454, Umlazi.

*Improvements:* Three bedrooms, dining-room, bathroom, lounge, kitchen, garage, electricity and no outbuildings.

*Structure:* Brick plastered. *Roof:* Tiles. *Fence:* No.

*The conditions of sale:* The purchase price will be payable as to cash.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at main entrance, Umlazi Magistrate's Court, Umlazi.

A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 25th day of September 1996.

Linda Zama & Company, Execution Creditor's Attorneys, Sixth Floor, Saambou Building, 397 Smith Street, Durban. (Ref. NT/sj/09K001/104.)

Case No. 3122/95

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

**In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LTD, Plaintiff, and  
SIZAKELE PROTASIA MSELEKU, Defendant**

In pursuance of a judgment granted on 20 February 1996, in the Magistrate's Court for the District of Umlazi held at Umlazi, the property listed hereunder will be sold in execution on Wednesday, 30 October 1996 at 10:00, at the main entrance of Umlazi Magistrate's Court, under National Flag Pole:

*Description:* Unit Q99, in the Township of Umlazi, District of Umlazi, in extent 348 square metres, held under Deed of Grant 1814/46, General Plan BA8/1967, issued at Ulundi on 10 November 1980.

*Postal address:* Unit Q99, Umlazi.

*Improvements:* Three bedrooms, dining-room, bathroom, kitchen, electricity and no outbuilding.

*Structure:* Brick plastered. *Roof:* Tiles. *Fence:* Wired.

*The conditions of sale:* The purchase price will be payable as to cash.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at main entrance, Umlazi Magistrate's Court, Umlazi.

A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 25th day of September 1996.

Linda Zama & Company, Execution Creditor's Attorneys, Sixth Floor, Saambou Building, 397 Smith Street, Durban. (Ref. NT/sj/09K001/202.)

Case No. 540/96

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

**In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LTD, Plaintiff, and  
BONGIWE JENNET MAKHANYA, Defendant**

In pursuance of a judgment granted on 27 May 1996, in the Magistrate's Court for the District of Umlazi held at Umlazi the property listed hereunder will be sold in execution on Wednesday, 30 October 1996 at 10:00, at the Main Entrance Umlazi Magistrate's Court, under National Flag Pole:

*Description:* Unit Z1535, in the Township of Umlazi, District of Umlazi, in extent 411 square metres, held under Deed of Grant No. G3793/88, General Plan BA, issued at Ulundi on 14 June 1988.

*Postal address:* Unit Z1535, Umlazi.

*Improvements:* Three bedrooms, dining-room, bathroom, lounge, kitchen, garage, electricity, outbuilding, brick plastered structure, tiled roof and wired fence.

*The conditions of sale:* The purchase price will be payable as to cash.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at Main Entrance Umlazi Magistrate's Court, Umlazi.

A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 25th day of September 1996.

Linda Zama & Company, Execution Creditor's Attorneys, Sixth Floor, Saambou Building, 397 Smith Street, Durban.  
(Ref. NT/sj/09K001/231.)

**Case No. 8210/95**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between NBS BANK LIMITED, Plaintiff, and HANDSOME NHLANHLA MCHUNU, Defendant**

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division) dated 17 July 1996, the following immovable property belonging to the abovenamed Defendant, will be sold in execution on 25 October 1996 at 10:00, at the Magistrate's Court, Room 7D, Groom Street, Verulam, KwaZulu-Natal, to the highest bidder for cash, without reserve:

Ownership Unit E1590, situated in the Township of Ntuzuma, District of Ntuzuma, in extent 450 (four hundred and fifty) square metres, held by the Defendant under Deed of Grant G000396/90.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at E1590, Ntuzuma Township.
2. The property is a brick under tile building with water and electricity, consisting of two bedrooms, lounge, kitchen and toilet with bathroom.
3. The conditions of sale may be inspected at the offices of the Sheriff, Inanda, Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, and at the offices of Thorpe & Hands, Suite 2522, 320 West Street, Durban, Natal, during normal office hours.

Dated at Durban this 20th day of September 1996.

Thorpe & Hands, Plaintiff's Attorney, Suite 2522, 320 West Street, Durban. (Ref. KW/pa/N359/055.)

**Case No. 885/96**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED (No. 86/04794/06), Plaintiff, and  
DHEVENDRA CHIMMUNCHLAM, Defendant**

In execution of a judgment granted by the above Honourable Court dated on 16 May 1996, in the abovenamed suit, the following property will be sold in execution by the Sheriff of the Supreme Court, Inanda (Area 1) at the Magistrate's Court, Room 7D, Groom Street, Verulam on 1 November 1996 at 10:00, to the highest bidder without reserve, namely:

Lot 391, Avoca Hills, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 764 square metres, which property is physically situated at 19 Avocado Grove, Avoca Hills, KwaZulu-Natal, and which property is held by the abovenamed Defendant under and by virtue of Deed of Transfer T19811/95.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling comprising of three bedrooms, shower/w.c., en-suite, shower/w.c., w.c., kitchen, dining-room, lounge, attached single garage, PC walls and paving, pre-cast fencing.

(The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

*Zoning:* The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

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 Inanda (Area 1), 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Verulam this 1st day of November 1996.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/OE/GAL2678.)



Case No. 33299/96

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and ERICK JABULANI LUTHULI, First Defendant, and SIBONISIWE MAUREEN LUTHULI, Second Defendant**

In pursuance of a judgment granted on 5 July 1996 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder on 31 October 1996 at 10:00, in Room 29, Second Floor, Stafmeyer House, Beach Grove, Durban:

*Description:* A certain piece of land being—

(a) Section 3, as shown and more fully described on Sectional Plan SS132/83 in the scheme known as Imperial Mews in respect of the land and building or buildings situated at Isipingo, of which section the floor area, according to the said sectional plan, is 73 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

*Address:* 3 Imperial Mews, 8 Ramsunder Road, Isipingo, KwaZulu-Natal.

*Improvements:* Brick under tile duplex consisting of two bedrooms, bathroom, bath, basin and toilet, lounge, dining-room, floor carpeted, kitchen, tiled fitted cupboards. *Outbuildings:* Carport.

*Town-planning zoning:* General Residential.

Nothing is guaranteed in the above respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Durban at 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban on this 25th day of September 1996.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/OE/GAL2670.)

Case No. 3651/94

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

**In the matter between NBS BANK LIMITED, formerly known as NATAL BUILDING SOCIETY, Judgment Creditor/Plaintiff, and KEESHUR LUKKA, First Judgment Debtor/Defendant, and GEETHA LUKKA married in community of property to each other, Second Judgment Debtor/Defendant**

In pursuance of a judgment granted on 7 April 1994 in the Magistrate's Court for the District of Durban held at Durban, the property listed hereunder will be sold in execution on Tuesday, 29 October 1996 at 10:00, in front of the Magistrate's Court, Chatsworth:

*Description:* Sub. 2742 of Lot 102, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 465 square metres.

*Postal address:* 72 Leo Avenue, Woodhurst, Chatsworth.

*Improvements:* Extended brick under tile roof dwelling comprising of three bedrooms, with en-suite, prayer room, kitchen, lounge, dining-room, double garage, above-incomplete room, toilet, bathroom and side of yard brick paved.

*Conditions of sale:*

1. The purchase price will be payable as to a deposit in cash of 10% and the balance against transfer.
2. Vacant possession is not guaranteed.
3. Nothing in respect of the sale notice is guaranteed.

The full conditions of sale, which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, 12 Oak Avenue, Kharwastan.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 2nd day of September 1996.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.)

**Case No. 3774/95**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CHATSWORTH HELD AT CHATSWORTH**

**In the matter between S. RAMCHARAN, Plaintiff, and A. MAHABEER, Defendant**

In pursuance of the above action under a writ of execution issued thereafter, the immovable property listed hereunder will be sold voetstoots, in execution on Tuesday, 29 October 1996 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

Sub. 785 (of 337) of Lot 107, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 220 (two hundred and twenty) square metres.

*Improvements:* Semi-detached double storey block under asbestos roof dwelling comprising of three bedrooms, lounge, kitchen, toilet and bathroom. *Outbuildings:* Garage, two rooms, toilet, bathroom and property is fenced.

*Address:* Road 706, House 63, Montford, Chatsworth, held under Deed of Transfer T28849/1994.

*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 a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished within fourteen (14) days after the date of sale.

The full conditions may be inspected at the office of the Sheriff for the Magistrate's Court, Chatsworth, or at our offices.

Ash Haripersad & Partners, Plaintiff's Attorneys, First Floor, Montford Service Station, 160 Road 701, Chatsworth.

**Case No. 19732/96**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

**In the matter between NBS BANK LIMITED, Plaintiff, and SUNASIE NARSIMULU NAIDOO, Defendant**

In pursuance of a judgment of the above Honourable Court, dated 3 September 1996, the following property will be sold in execution on Friday, 8 November 1996 at 11:00, in the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, Natal, to the highest bidder:

Sub. 21 (of 7) of the farm Dunferia 14079, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 775 (seven hundred and seventy-five) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 310 Brixham Road, Darjeeling Heights, Pietermaritzburg. This is a single detached cottage comprising a lounge, dining-room, kitchen, four bedrooms, one and a half bathrooms, scullery and two showers.

*Important terms and conditions:*

(a) The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditors attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within 14 (fourteen) days of the date of the sale.

(b) The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 26th day of September 1996.

Ganie & Company, Plaintiff's Attorney, 493 Longmarket Street, Pietermaritzburg. (Ref. Ms Y. Chetty:ML:N180.)

Case No. 19717/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and SKONA NDLELA, First Defendant, and  
NOMSA ANGELINE NDLELA, Second Defendant**

In pursuance of a judgment of the above Honourable Court, dated 28 August 1996, the following property will be sold in execution on Friday, 8 November 1996 at 11:00, in the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, Natal, to the highest bidder:

Sub. 1189 (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 260 (two hundred and sixty) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 46 Marion Road, Northdale, Pietermaritzburg. This is a single semi-detached cottage which comprises a lounge, kitchen and bedroom.

*Important terms and conditions:*

(a) The purchaser shall pay 10% (ten per cent) of the purchase price at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditors attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within 14 (fourteen) days of the date of the sale.

(b) The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 18th day of September 1996.

Ganie & Company, Plaintiff's Attorney, 493 Longmarket Street, Pietermaritzburg. (Ref. Ms Y. Chetty:ML:N181.)

Case No. 586/96

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

**In the matter between ABSA BANK LIMITED (No. 86/04794/06), Execution Creditor, and Mr MARK MOOGANDRAN  
NAIDOO, First Execution Debtor, and Mrs GONALUTCHMI NAIDOO, Second Execution Debtor**

In pursuance of judgment granted on 11 April 1996, in the Chatsworth Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 29 October 1996 at 10:00 in front of the Magistrate's Court, Chatsworth, to the highest bidder:

*Description:* A certain piece of land being Subdivision 1275 (of Subdivision 985) of the farm Chat Seven 14780, situated in the City of Durban, Administrative District of Natal, in extent 284 (two hundred and eighty-four) square metres.

*Postal address:* 88 Road 726, Montford, Chatsworth.

*Improvements:* Double storey semi-detached block under asbestos dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.

*Town-planning:* Zoning: Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 12 Oak Avenue, Kharwastan, or at our offices.

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/755/A0034/Mrs McDonnell.)

Case No. 1222/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED (No. 86/04794/06), Plaintiff, and  
Mr STEPHEN DEVADASEN NAICKER, Defendant**

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 23 April 1996 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Chatsworth, in front of the Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 29 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 7 Highway Place, Mobeni Heights, namely:

Lot 387, Silverglen, situated in the City of Durban, Administrative District of Natal, in extent nine hundred and sixty-three (963) square metres in extent, which property is physically situated at 12 Ocean View Avenue, Silverglen, Chatsworth, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T4878/93.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of single storey brick under tile dwelling consisting of entrance, verandah, lounge, dining-room, family room, kitchen, four bedrooms, bathroom/shower/toilet, toilet. Attached garage. Seperate ancillary unit consisting of two rooms, kitchen 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 cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

(d) The full conditions may be inspected at the offices of the Sheriff of the Supreme Court, 7 Highway Place, Mobeni Heights.

Dated at Durban on this the 26th 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/794/A0034/Mrs McDonnell.)

Case No. 585/96

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

**In the matter between ABSA BANK LIMITED (No. 86/04794/06), Execution Creditor, and  
Mr Krishna Naidoo, Execution Debtor**

In pursuance of judgment granted on 16 April 1996, in the Chatsworth Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 29 October 1996 at 10:00 in front of the Magistrate's Court, Chatsworth, to the highest bidder:

*Description:* A certain piece of land being Subdivision 244 of Lot 85, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 929 (nine hundred and twenty-nine) square metres.

*Postal address:* 9 Aviswood Road, Silverglen, Chatsworth.

*Improvements:* Brick under tile dwelling consisting of two lounges, dining-room, family room, five bedrooms, two kitchens, bathroom/toilet, bathroom/shower, toilet, balcony, two garages, staff quarters, toilet/shower and kitchen.

*Town-planning:* Zoning: Residential. Special privileges: Nil.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.



3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 12 Oak Avenue, Kharwastan, or at our offices.

Dated at Durban this 30th day of August 1996.

Browne Brodie & Co., Plaintiff's Attorneys, Ash Haripersad, 160 Road 70, Chatsworth (Ref. CMK/725/A0034/Mrs McDonnell.)

**Case No. 9298/93**

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and Mr POOBALAN NADARAJAN GOVENDER, First Defendant, and Mrs SHERINA GOVENDER, Second Defendant**

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 25 May 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Chatsworth, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 29 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 7 Highway Place, Mobeni Heights, namely:

Lot 482, Shallcross, situated in the Development Area of Shallcross, Administrative District of Natal, in extent 297 (two hundred and ninety-seven) square metres, which property is physically situated at 14 Table Mountain Street, Shallcross, 4093, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T23106/92.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of a double storey block under corrugated asbestos dwelling consisting of lounge, kitchen, two bedrooms; bathroom and toilet.

*Zoning:* The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) 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 15,25% (fifteen 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 11th day of September 1996.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000/DOCEX 71. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/306/Mrs Chetty.)

**Case No. 338/96**

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED (No. 86/04794/06), Plaintiff, and Mr JOHANNES CORNELIUS ROOS, First Defendant, and Mrs JULIE DEBRA ROOS, Second Defendant**

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 19 March 1996 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Pinetown, in front of the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 1 November 1996 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 62 Caversham Road, Pinetown, namely:

(a) Section 5, as shown and more fully described on Sectional Plan SS221/82, in the scheme known as Cedarwood, in respect of the land and building or buildings situated at Pinetown, of which the floor area, according to the said sectional plan, is 74 (seventy-four) square metres;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan, which property is physically situated at 10 Cedarwood, 1 old Main Road, Pinetown, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer ST16197/94.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile duplex consisting of lounge/dining-room, kitchen, two bedrooms, bathroom and separate toilet. Carport.

*Zoning:* The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) 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.

(d) The full conditions may be inspected at the offices of the Sheriff of the Supreme Court, 62 Caversham Road, Pinetown.

Dated at Durban this 12th day of September 1996.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/682/A0034/Mrs McDonnell.)

**Case No. 5629/96**

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

**In the matter between NBS BANK LIMITED, Judgment Creditor/Plaintiff, and GEORGE CORNELIUS VAN RENSBURG, First Judgment Debtor/Defendant, and CLAUDETTE MARLEN VAN RENSBURG, Second Judgment Debtor/Defendant**

In pursuance of a judgment granted on 3 July 1996, in the Magistrate's Court for the District of Pinetown held at Pinetown, the property listed hereunder will be sold in execution on Friday, 1 November 1996 at 10:00, 22 Chancery Lane, Pinetown:

*Description:* Subdivision 2 of Lot 2156, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 136 square metres.

*Postal address:* 14 Kingston Road, Queensburgh.

*Improvements:* Brick under tile dwelling, lounge, dining-room, kitchen, three bedrooms (m.e.s.), bathroom/toilet, servants' quarters and single garage.

*The conditions of sale:*

1. The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.
2. Vacant possession is not guaranteed.
3. Nothing in respect of the sale notice is guaranteed.

The full conditions of sale, which will be read immediately prior to the sale, may be inspected at the Sheriff's Office, 22 Chancery Lane, Pinetown.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 15th day of September 1996.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban.

**Case No. 03262/96**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED, No. 86/04794/06, Plaintiff, and Miss NAZEERA MUSTAPHA, Defendant**

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 3 July 1996, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Durban South, in Room 29, Second Floor, Stafmayer House, Beach Grove, Durban, on Thursday, 31 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 Georges Street, Durban, namely:

(a) Section 11, as shown and more fully described on Sectional Plan SS257/1982, in the scheme known as Barringtonia in respect of the land and building or buildings situated at Durban, in the City of Durban of which section the floor area, according to the said sectional plan, is 112 (one hundred and twelve) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan;

which property is physically situated at 24 Barringtonia, 51 Finfoot Street, Woodhaven, Durban, 4001, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST4805/95.

**Improvements:** Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of sectional title unit consisting of lounge, dining-room, three bedrooms, kitchen, bathroom/toilet, toilet (servant's room). Use of Garage 24.

**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, 101 Lejaton, 40 St Georges Street, Durban.

Dated at Durban this 16th September 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/A0034/886/Mrs Chetty.)

**Case No. 2646/96**

# IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

## In the matter between ABSA BANK LIMITED No. 86/04794/06, Plaintiff, and Mr KEVIN JOHN GOWDY, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 20 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 Durban North on the steps of the Supreme Court, Masonic Grove, Durban, on Thursday, 31 October 1996 at 12:00, 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 15 Milne Street, Durban, 4001, namely:

1. (a) Section 52 as shown and more fully described on Sectional Plan SS298/93, in the scheme known as Templeton Green in respect of the land and building or buildings situated at Local Authority Durban, of which section the floor area, according to the said sectional plan, is 88 (eighty eight) square metres, in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan;

2. An exclusive use area described as Parking P28, measuring twelve (12) square metres being as such part of the common property, comprising the land and the scheme known as Templeton Green in respect of the land and building or buildings situated at Durban, as shown and more fully described on Sectional Plan SS298/93, which property is physically situated at 52 Templeton Green, 60 Bellvue Road, Durban, 4001, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST 230/94.

**Improvements:** Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under reinforced concrete dwelling consisting of entrance hall, lounge, two bedrooms, kitchen, toilet/shower and undercover parking 28.

**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 cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.



(d) The full conditions may be inspected at the offices of the Sheriff of the Supreme Court, 15 Milne Street, Durban, 4001. Dated at Durban this 16th day of September 1996.

Browne Brodie & Co, Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. Docex 71. ([Tel. (031) 304-7614/5.] (Ref. CMK/848/A0034/Mrs Chetty.)

Case No. 8124/94

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and Mr MAGALINGAM NAICKER, First Defendant, and Mrs DEVAGIE NAICKER, Second Defendant**

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 15 December 1994 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Inanda Area 1, at Room 7D, Groom Street, Verulam, on Friday, 1 November 1996 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 2 Mountview Shopping Centre, corner Inanda and Jacaranda Road, Verulam, namely:

Lot 1443, Forest Haven, situated in the City of Durban, Administrative District of Natal, measuring 265 (two hundred and sixty five) square metres, which property is physically situated at 179 Caneside Drive, Forest Haven, Phoenix, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T6336/94.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of block/face brick under asbestos dwelling consisting of lounge/dining-room, kitchen, bathroom/toilet, three bedrooms, verandah. Outbuildings: Double garage, granny flat consisting of bedroom, lounge, kitchen 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 16,25% (sixteen comma two five per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

Dated at Durban this 23rd day of September 1996.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/574/A0034/Mrs McDonnell.)

Case No. 7726/94

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

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and INBANATHAN GOVINDSAMY REDDY, Defendant**

In pursuance of a judgment granted on 18 August 1994 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 Monday, 4 November 1996 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

*Description:* A certain piece of immovable property being Subdivision 13 of Lot 658, Briardale, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent two hundred and eight-nine (289) square metres. *Postal address:* 112 Chardale Crescent, Briardale.

*Improvements:* Double storey semi-detached brick under tile dwelling consisting of: *Upstairs:* Three bedrooms, toilet, bathroom. *Downstairs:* Lounge, kitchen, iron gates, mesh, wire fencing and burglar guards. *Town-planning:* Zoning: Residential. *Special privileges:* Nil. Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per 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 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, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban on this 25th day of September 1996.

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. JMG/A0037/341/CM.)

**Case No. 1384/96**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Durban and Coast Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PETER JOSEPH JOHN SCHALKWYK, First Defendant, and EVELYN MILLICENT BATSTONE, 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, Pinetown, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 1 November 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 Subdivision 5 of Lot 1968, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, in extent one thousand seven hundred and fifty-seven (1 757) square metres, held under Deed of Transfer T32361/93, street address 11 Parkers Hill, Northdene.

*Improvements:* A brick under tile dwelling with fencing around the property and pool consisting of kitchen, dining-room, lounge, three bedrooms and shower, bathroom/toilet, store-room and under cover parking.

*Zoning:* Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown (Tel. 72-5211).

Dated at Durban this 18th day of September 1996.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

**Case No. 72591/95**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN**

**In the matter between J. H. WAKEFIELDS & SONS (PTY) LTD, Plaintiff, and GANASEN KISTEN CHETTY, First Defendant, and SHAMALEDEVI CHETTY, Second Defendant**

In pursuance of a judgment in this action, the following immovable property shall be sold in execution on Tuesday, 29 October 1996 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

A certain piece of land being Subdivision 54 of Lot 3, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 233 square metres. *Postal address:* 192 Heron Street, Kharwastan, Chatsworth.

*Improvements:* Dwelling under face brick and tile consisting of three bedrooms (fully carpeted), lounge (carpeted), dining-room (carpeted), kitchen, toilet and bath tub. Nothing is guaranteed in these respects.

*Material conditions:*

1. The purchaser shall pay a deposit of 10% (ten per centum) 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, Chatsworth, or at our offices.

Dated at Durban this 25th day of September 1996.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Mr Berry/vdg/lg/039010.)

Case No. 3931/96

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and SAGREN PILLAY, First Defendant, and  
PATHMADEVI PILLAY, Second Defendant**

In pursuance of a judgment granted on 11 June 1996 in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder, on 4 November 1996 at 09:00, at the front entrance of the Magistrate's Court, Verulam, Moss Street, Verulam.

*Description:* A certain piece of land being Lot 4551, Verulam (Extension 35), 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 452 (four hundred and fifty-two) square metres.

*Address:* 7 Novena Close, Umhloti Heights, Verulam.

*Improvements:* Brick under tile roof dwelling comprising of two bedrooms (main bedroom carpeted, other one has vinyl flooring), lounge and dining-room (open-plan carpeted), kitchen (vinyl flooring), toilet, bathroom/w.c. 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 (fourteen) 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, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, and at the offices of David Gardyne & Partners, Eight Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 6th day of September 1996.

David Gardyne & Partners, Plaintiff's Attorneys, Eight Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D. Gardyne/OE/GAL2742.)

Case No. 42512/95

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

**In the matter between ABSA BANK LIMITED, No. 86/04794/06, trading as ALLIED BANK, Plaintiff, and  
FRANCISCA NGCOBO, Defendant**

In pursuance of a judgment granted on 11 December 1995, in the Court of the Magistrate, Durban and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder, on 31 October 1996 at 10:00, in Room 29, Second Floor, 21 Stafmeyer House, Beach Grove, Durban.

*Description:* A unit consisting of—

(a) Section 302, as shown and more fully described in Sectional Plan SS192/1982, in the scheme known as Bencorrum, in respect of the land and building or buildings, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, of which section the floor area according to the sectional plan is 83 (eighty-three) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST14305/94.

*Street address:* Flat 126, Bencorrum, 183/201 Prince Street, Durban.

*Improvements:* Brick under concrete unit comprising of entrance passage, lounge, kitchen, bathroom/toilet and shower, bedroom and balcony (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoets).

*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, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 20th day of September 1996.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. A0038/324/JR/cc.)

Case No. 01651/96

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

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and WILLEM JOHANNES THOMAS PRETORIUS, First Defendant, and SOPHIA ELIZABETH JACOBA PRETORIUS, Second Defendant**

In pursuance of a judgment in this action, the following immovable property shall be sold in execution on Thursday, 31 October 1996 at 10:00, in Room 29, Second Floor, Stafmeyer House, Beach Grove, Durban, to the highest bidder:

A certain piece of land being Lot 224, Illovo Beach (Extension 1), situated in the Borough of Kingsburgh and in the Port Natal/Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 011 (one thousand and eleven) square metres.

*Postal address:* 10 Park Street, Illovo Beach, Amanzimtoti.

*Improvements:* Dwelling under brick and tile consisting of main on suite, two bedrooms, lounge and dining-room combined, kitchen, toilet, bathroom with shower, garage, servants' quarters, toilet and shower and fully fenced.

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, Durban South, or at our offices.

Dated at Durban this 25th day of September 1996.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Mr Berry/vdg/lg/040779.)

Case No. 2509/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MORGAN NHLANGLA GREGORY, Defendant**

In terms of a judgment of the above Honourable Court, dated 24 May 1996, a sale in execution will be held on 28 October 1996 at 09:00, at the front entrance to the Magistrate's Court, Tower Building, Wick Street, Verulam, to the highest bidder without reserve:

Sub. 307 of Lot 430, Zeekoe Valleij, situated in the City of Durban, Administrative District of Natal, measuring 269 (two hundred and sixty-nine) square metres, held under Deed of Transfer T31824/94.

*Physical address:* 108 Barracuda Road, Newlands East.

The following information is furnished but not guaranteed: A double storey semi-detached brick under tile dwelling consisting of: Upstairs: Three bedrooms, balcony. Downstairs: Lounge (tiled), dining-room (tiled), kitchen (built-in-cupboards), toilet, bathroom, single garage and cemented driveway. 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, Verulam District 2.

Dated at Durban this 16 September 1996.

D. H. Botha, for Strauss Daly Inc., Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. Mrs D. Varty/N0183/200/MM.)

**Case No. 7686/95**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MESHACK MBONGENI CELE, Defendant**

In pursuance of a judgment of the above Honourable Court, dated 27 December 1995, a sale in execution will be held on Friday, 25 October 1996 at 10:00, at the Magistrate's Court, Room 7D, Groom Street, Verulam, the following property will be sold by the Sheriff for the Supreme Court, Inanda District, Area 1, to the highest bidder:

Ownership Unit E1599, Township of Ntuzuma, District of Ntuzuma, in extent 653 (six hundred and fifty-three) square metres, represented and described on General Plan PB400/1989, with the postal and street address Unit 1599, Ntuzuma Township, Ntuzuma.

*Improvements* (the following information is furnished but nothing is guaranteed in this regard): The property consist of a brick under tile roof house with water and lights comprising of two bedrooms, kitchen, lounge, toilet and bathroom.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, Inanda District, Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

Dated at Durban this 25th day of September 1996.

De Villiers, Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/ss/N535.3901/95.)

**Case No. 2900/95**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and THULANI JOSEPH MANQELE, First Defendant, and SWELENI MIRRIAM MANQELE, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 12 May 1995 a sale in execution will be held on Friday, 25 October 1996 at 10:00 at the Magistrate's Court, room 7D, Groom Street, Verulam, the following property will be sold by the Sheriff of the Supreme Court, Inanda District, Area 1, to the highest bidder:

All the right, title and interest in the leasehold in respect of Lot 657, Inanda Glebe, Administrative District of Natal in extent 445 (four hundred and forty-five) square metres, with the postal and street address Lot 657, Inanda, Glebe, Inanda.

*Improvements* (the following information is furnished but nothing is guaranteed in this regard): The property consists of a block under tile roof house with water and lights comprising of two bedrooms, kitchen, lounge and toilet with bathroom.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, Inanda District, Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 25th day of September 1996.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/ss/N535.3825/95.)



Case No. 2994/95

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CELIMPILO NO MASHIYANE, Defendant**

In pursuance of a judgment of the above Honourable Court dated 17 May 1995 and a sale in execution will be held on Friday, 25 October 1996 at 10:00 at the Magistrate's Court, Room 7D, Groom Street, Verulam, the following property will be sold by the Sheriff for the Supreme Court, Inanda District, Area 1, to the highest bidder:

Ownership Unit 1906, situated in the Township of kwaMashu C, District and County of Victoria in extent 814 square metres represented and described on General Plan B.A. 455/1984, with the postal and street address Unit C1906, Mforosi Road, kwaMashu.

*Improvements* (the following information is furnished but nothing is guaranteed in this regard): The property consists of a brick under tile roof house with water and lights comprising of three bedrooms with en-suite, kitchen, lounge with dining-room, toilet and bathroom.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Court and the rules made thereunder.
2. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% of the purchase price in cash at the time of the sale.
3. The full conditions of sale may be inspected at the offices of the Sheriff for the Supreme Court, Inanda District, Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 25th day of September 1996.

De Villiers Evans & Petit, Plaintiff's Attorneys, 41 Acutt Street, Durban. (Ref. Mrs Singh/ss/N535.3830/95.)

Case No. 12600/91

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

**In the matter between NEDPERM BANK LIMITED, Plaintiff, and D. CHETTY, First Defendant, and R. CHETTY, Second Defendant**

In pursuance of a judgment in the above action immovable property listed hereunder shall be sold in execution to the highest bidder on 1 November 1996 at 10:00 in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown:

*Description:* Sub. 9 of Lot 6580, Pinetown, situated in the Borough of Pinetown and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 3 600 square metres, held by Deed of Transfer T27215/89.

*Physical address:* 5 Grassmere Drive, Nagina Township, Marianhill, Pinetown.

*Improvements:* Brick dwelling under tile, three bedrooms, two bathrooms, kitchen, lounge, dining-room and single garage.

1. The property and the improvements thereon are sold voetstoots and without any warranties.
  2. The purchaser shall pay 10% of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.
  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. 4755/96

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

**In the matter between TRANSNET LIMITED, trading as TRANSNET HOUSING, Execution Creditor, and GREGORY CLIVE BADENHORST, First Execution Debtor, and VIVIENNE ANNE BADENHORST, Second Execution Debtor**

In pursuance of a judgment of the Magistrate's Court, Durban, dated 26 March 1996 and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of Magistrate's Court, Durban South, on 31 October 1996 at 10:00, in Room 29, Second Floor, Stafmeyer House, Beach Grove, Durban, without reserve:

*Property description:* Section 1 as shown and more fully described on Sectional Plan SS126/93, in the scheme known as Elando Court, in respect of the land and building or buildings situated at Bluff, of which the floor area, according to the said sectional plan, is 86 (eighty-six) square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said section, held under Deed of Transfer ST 5404/94, subject to the conditions therein contained;

*Physical address:* Flat 1, Eland Court, 183 Iland View Road, Bluff.

*Zoning:* Special Residential.

*Improvements* (but nothing is guaranteed): One and a half bedrooms, kitchen, lounge, bathroom and garage.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff, Durban South, within fourteen (14) days after the date of the sale.
3. Payment of value-added tax which may be applicable in terms of Act No. 89 of 1991 shall be borne by the purchaser.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the Bondholder/s (if any) from the date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies and other charges necessary to effect transfer on request by the said attorneys.
6. The Sheriff will have the right to stay or cancel the sale in execution should the Judgment Creditor or its representative fail to attend the sale in execution.
7. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 27th day of September 1996.

Woodhead Bigby & Irving, Execution Creditor's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. AVL/avw/09T1315A6.)

**Case No. 7429/95**

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  
ABEDNIGO BONGANI SITHOLE, Defendant**

1. The following property shall be sold by the Sheriff for the Supreme Court, Umbumbulu/Umlazi on 8 November 1996 at 12:00, at the south entrance to the Magistrate's Court of Umlazi, under neath the flag poles, Umlazi to the highest bidder without reserve:

Site Z1812, situated in the Township of Umlazi, Administrative District of Natal, in extent 615 square metres, held by Defendant under Deed of Grant G303/1987 and having street address at Z1812 Umlazi, Durban, KwaZulu-Natal.

2. Improvements and zoning (which are not warranted to be correct):

2.1 The property is zoned for Residential use.

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 single storey dwelling plastered block under tile roof comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

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, Umlazi, V1030, Block C, Room 4, Umlazi, 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 20th day of September 1996.

J. M. Kock, for John Kock & Company, Plaintiff's Attorneys, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.1869/D11.)

Case No. 3665/92

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and HIRALALL MANIRAJ, First Execution Debtor, and RAJKOOMAREE MANIRAJ, Second Execution Debtor**

In pursuance of a judgment granted on 12 June 1992 in the Magistrate's Court for the District of Inanda Area 1, held at Verulam, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Friday, 25 October 1996 at 10:00, at the Magistrate's Court, Room 7D, Groom Street Entrance, Verulam:

*Description:* Lot 720, Westham, situated in the City of Durban, Administrative District of Natal, in extent one hundred and ninety-six (196) square metres held under Deed of Transfer T31314/89.

*Street address:* 175 Hexham Road (formerly 139 Hexham Road), Westham, Phoenix.

*Improvements:* A double storey block under asbestos dwelling consisting of: *Downstairs:* Open plan lounge and dining-room. *Upstairs:* Three bedrooms, bathroom, toilet, water and light facilities.

*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 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 21,00% 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, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam [Tel. (0322) 33-1037.]

Dated at Durban this 25th day of September 1996.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

Case No. 733/96

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

**In the matter between NBS BANK LIMITED, No. 87/01384/06, Plaintiff, and JAMES DOUGLAS MERRIMAN, First Defendant, and ERICA ELLINOR MERRIMAN, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, and the warrant of execution issued pursuant thereto on 31 May 1996, the immovable property described as:

Lot 1901, Margate (Extension 3), situated in the Margate Transitional Local Council Area, in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 070 held under Deed of Transfer T5397/93 and situated in 3 Duncan Road, Margate (Extension 3), will be sold in execution on Friday, 25 October 1996 at 09:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Messrs Barry, Botha & Breytenbach Inc., the Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone.

*The material terms and conditions of the sale are as follows:*

(a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.



(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000 and a minimum commission of R200.

(e) The property shall be sold subject to any valid existing tenancy (if any).

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by split level dwelling under brick and tile, consisting of: *First level:* Sunroom, lounge cum dining-room and kitchen. *Second level:* Two bedrooms (main en-suite with shower, washbasin and toilet) and bathroom. *Third level:* Single garage, laundry, flatlet with bedroom, lounge cum kitchenette, shower, washbasin, toilet, servant toilet and shower.

Dated at Port Shepstone on this the 25th day of September 1996.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/N340/01N209675.)

Case No. 1611/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

**In the matter between NBS BANK LIMITED, No. 87/01384/06, formerly NATAL BUILDING SOCIETY LIMITED,  
No. 87/01384/06, Plaintiff, and SIBUSISO DOUGLAS TUSHINI, Defendant**

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone and the warrant of execution issued pursuant thereto on 24 July 1996, the immovable property described as:

Site A1652, in extent 636 square metres, as shown on General Plan BA15/1970, situated in the Township of Gamalakhe, District of iZingolweni, held under Deed of Grant G2502/87,

will be sold in execution on Friday, 25 October 1996 at 09:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Messrs Barry, Botha & Breytenbach Inc., the Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone.

The material terms and conditions of the sale are as follows:

(a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000 and a minimum commission of R200.

(e) The property shall be sold subject to any valid existing tenancy (if any).

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by dwelling under brick and tile, consisting of toilet, two lounges, dining-room, store-room, three bedrooms, main en-suit, bathroom, kitchen and single garage.

Dated at Port Shepstone on this the 25th day of September 1996.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/N360/01N209699.)



Case No. 2166/96

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

**In the matter of THE COLLECTOR OF RATES FOR THE MARGATE TRANSITIONAL LOCAL COUNCIL, Applicant**

In pursuance of an order of the above Honourable Court granted on 31 July 1996 in terms of section 172 (10) of the Local Authorities Ordinance, No. 25 of 1974, the undermentioned properties will be sold by public auction to the highest bidder by the Deputy Sheriff at the Magistrate's Court, Port Shepstone, on Friday, 25 October 1996, at 11:00, namely:

Lot 632, Ramsgate: 632 Oswald Drive, Ramsgate: Vacant;

Lot 742, Ramsgate: 742 Ronwil Road, Ramsgate: Vacant;

Lot 892, Ramsgate: Blue Gum Road, Ramsgate: Vacant;

Lot 1034, Ramsgate: Fascadale Road, Ramsgate: Vacant;

Lot 1308, Ramsgate: Penshurst Road, Ramsgate: Vacant;

Lot 1528, Ramsgate: View Road, Ramsgate: Vacant;

Lot 1557, Ramsgate: Julia Street, Ramsgate: Vacant;

Lot 1571, Ramsgate: Julia Street, Ramsgate: Vacant: Subject to an expropriation of approximately 105 square metres in favour of the South African Roads Department;

Lot 1576, Ramsgate: Julia Street, Ramsgate: Vacant;

Lot 1591, Ramsgate: Halsterd Street, Ramsgate: Vacant;

Lot 1638, Ramsgate: Pioneer Drive, Ramsgate: Vacant;

Lot 1639, Ramsgate: Julia Road, Ramsgate: Developed;

Lot 1666, Ramsgate: Ogle Street, Ramsgate: Vacant;

Lot 1688, Ramsgate: Halsterd Street, Ramsgate: Vacant;

Lot 1799, Ramsgate: Captain Davis Street, Ramsgate: Vacant;

Lot 1874, Ramsgate: Pickman Street, Ramsgate: Vacant;

Lot 1875, Ramsgate: Pickman Street, Ramsgate: Vacant;

Lot 1899, Ramsgate: Piet Retief Street, Ramsgate: Vacant;

Lot 1944, Ramsgate: Andries Pretorius Crescent, Ramsgate: Vacant;

Lot 1946, Ramsgate: Andries Pretorius Crescent, Ramsgate: Vacant;

Lot 1953, Ramsgate: Farewell Street, Ramsgate: Vacant;

Lot 1954, Ramsgate: Andries Pretorius Crescent, Ramsgate: Vacant;

Lot 1978, Ramsgate: Isaacs Street, Ramsgate: Vacant;

Lot 1629, Uvongo: 34 Capri Crescent, Uvongo: Vacant;

Lot 1871, Uvongo: 10 Shepstone Street, Uvongo: Vacant;

Remainder of Lot 256, Margate: Birchington Drive, Margate: Vacant: Subject to a water furrow servitude.

The conditions of sale will be read out immediately prior to the sale or may be inspected at the office of the Deputy Sheriff, 20 Riverview Road, Sunwich Port.

Douglas Kent & Co., Attorneys for the Applicant, 1-6 Standard Bank Building, Marine Drive, Margate; P.O. Box 205, Margate, 4275.

Case No. 3048/96

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 DEANE MARK FYNN, First Defendant, and PENELOPE CARMEL BERNADETTE FYNN, Second Defendant**

1. The following property shall be sold by the Sheriff for the Supreme Court, Durban South, on 7 November 1996 at 10:00, in Room 29, Second Floor, Stafmayer House, 24 Beach Grove, Durban, to the highest bidder without reserve:

Lot 4969, Isipingo (Extension 46), situated in the Borough of Isipingo and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, measuring 248 square metres held under Deed of Transfer T25079/95 and having physical address at Lot 4969, Westmont, Isipingo, KwaZulu-Natal.

2. Improvements and zoning (which are not warranted to be correct):

2.1 The property is zoned Special Residential.

2.2 The following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots).

2.2.1 Single-storey dwelling plastered block under tile roof comprising lounge, study, three bedrooms, bathroom and w.c.

**3. Terms:**

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist.

3.2 The successful bidder is required to pay the deposit of 10% (ten per cent) of the price, plus the Sheriff's charges, [being 5% (five per cent) on the first R30 000 of the price and 3% (three per cent) on the balance, with a maximum of R7 000] (plus VAT payable thereon) in cash or by bank or bank-guaranteed cheque on conclusion of the sale.

3.3 The full conditions of sale may be inspected at the office of the Sheriff, Durban South, 101 Legatton, 40 St Georges Street, Durban, and at the offices of the Plaintiffs 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 20th day of September 1996.

J. M. Koch, for John Koch & Company, Plaintiffs Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.2046/D11.)

**Case No. 3647/96**

**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  
ANDREW BRIAN KIDD, 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 Thursday, 31 October 1996 at 12:00:

*Description:* Section 9, as shown and more fully described on Sectional Plan SS82/1984 in the scheme known as Beau Casa in respect of the land and building or buildings situated at Morningside, Local Authority Area of Durban, of which section the floor area according to the said sectional plan is 35 (thirty-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 ST680/92.

*Physical address:* 9 Beau Casa, 81 Ninth Avenue, Morningside, Natal.

*Zoning:* Special Residential.

The property consists of the following: Second floor flat comprising an entrance hall, lounge, dining-room, kitchen, bedroom, bathroom and toilet. Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Office and Salesroom, 15 Milne Street, Durban, Natal.

Dated at Durban this 11th day of September 1996.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.7282/mvr.)

**Case No. 2709/96**

**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  
MOONSAMY GOVENDER, 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 Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 29 October 1996 at 10:00:

*Description:* Sub. 517 of Lot 85, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent one thousand two hundred and fifty-three (1 253) square metres, held under Deed of Transfer T7179/80.

*Physical address:* 46 Strelitzia Road, Silverglen, Chatsworth, Natal.

*Zoning:* Special Residential.

The property consists of the following: Brick under tile roof dwelling comprising four bedrooms (one en-suite), two lounges, two kitchens, two toilets/bathrooms, garage, incomplete balcony. *Basement:* Six rooms, kitchen, toilet and bathroom.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys, within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 7 Highway Place, Mobeni Heights, Natal.

Dated at Durban this 2nd day of September 1996.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.10017/mvr.)

**Case No. 2977/96**

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  
INBANATHAN MUNSAMY PILLAY, Defendant**

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 29 October 1996 at 10:00:

*Description:* Lot 895, Silverglen, situated in the City of Durban, Administrative District of Natal, in extent 975 (nine hundred and seventy-five) square metres, held under Deed of Transfer T15960/94.

*Physical address:* 11 Mountainrise Road, Silverglen, Chatsworth, Natal.

*Zoning:* Special Residential.

The property consists of the following: Double storey brick under tile roof dwelling comprising kitchen (built-in cupboards and tiled), dining-room (floor tiled), lounge (floor tiled), TV room (floor tiled), entrance hall (floor tiled), four bedrooms (with built-in cupboards and carpeted and one tiled), two bathrooms, two toilets, double garage, balcony, verandah, swimming-pool, property fenced and driveway tarred.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys, within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 7 Highway Place, Mobeni Heights, Natal.

Dated at Durban this 2nd day of September 1996.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8418/mvr.)

**Case No. 8519/95**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and J. A. THANJEKWAYO, Defendant**

In pursuance of judgment in the above action, immovable property listed hereunder shall be sold in execution to the highest bidder on 1 November 1996 at 10:00, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown:

*Description:* Unit D212, in the Township of KwaDabeka, District of KwaDabeka, in extent of 297 square metres, represented and described on General Plan 328/1984, held by Deed of Grant G11383/89.

*Physical address:* Unit D212, KwaDabeka Township.

*Improvements:* Block dwelling under asbestos, three bedrooms, bathroom and toilet, kitchen and lounge.

1. The property and the improvements thereon are sold voetstoots and without any warranties.
2. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.
3. The full conditions may be inspected at the office of the Sheriff, Pinetown or at Dickinson & Theunissen. Dickinson & Theunissen, Plaintiff's Attorneys, First Floor, One Simpson Place, Sunnyside Lane, Pinetown.

**Case No. 12917/92**

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

**In the matter between NEDPERM BANK LIMITED, Execution Creditor, and KARNAWATHI BALKISHUN, First Execution Debtor, JAIDEBI BALKISHUN, Second Execution Debtor, SOORIADEBI BALKISHUN, Third Execution Debtor, and JAYANTH KUMAR BALKISHUN, Fourth Execution Debtor**

In pursuance of a judgment granted on 1 April 1992 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, 24 October 1996 at 10:00, in Room 29, Second Floor, Stafmeyer House, Beach Grove, Durban:

*Description:* Sub. 1 of Lot 1034, Isipingo Extension 5, situated in the Borough of Isipingo and in the Port Natal-Ebhodwe Joint Services Board, Administrative District of Natal, in extent six thousand five hundred and twenty-one (1 521) square metres held under Deed of Transfer T8492/1983. *Street address:* 4 Willow Creek Road, Isipingo.

*Improvements:* A single storey house under tiled roof consisting of lounge—cement floor, dining-room—cement floor, kitchen (fitted cupboards), four bedrooms—one bedroom with en-suite, basin, toilet and shower, toilet, hand basin, toilet—tiled—shower and basin.

*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 Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per centum (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 22% (twenty two per centum) 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, Durban South, 101 Lejaton, 40 St George's Street, Durban (Tel. 301-0091).

Dated at Durban this 6th day of September 1996.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr Pentecost.)

**Case No. 2819/95**

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 JOHN GAVIN TIEARNEY, First Defendant, and JANNA TIEARNEY, Second Defendant**

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 18 October 1996 at 10:00:

*Description:* Lot 5411, Pinetown Extension 58, situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 903 (nine hundred and three) square metres, held under Deed of Transfer T1080/93. *Physical address:* 45 Dorfner Crescent, Pinetown, Natal.



**Zoning: Special Residential.**

The property consists of the following: Brick under tile dwelling consisting of entrance hall, lounge, dining-room, dressing-room, kitchen, three bedrooms, bathroom, shower with toilet and toilet. *Outbuildings:* Garage and swimming-pool. 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, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 28th day of August 1995.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mr J. C. Jones/notice.tie.)

**Case No. 24739/93**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**

**In the matter between WINDOWS DELITE, Plaintiff, and EDGAR ZAKELE NDIMANDE, Defendant**

In execution of a judgment of the Magistrate's Court of South Africa (Natal Provincial Division) the following immovable property belonging to the abovenamed Defendant, will be sold in execution on 23 October 1996 at 10:00 by the Sheriff of the Magistrate's Court at the Main South Entrance, Magistrate's Court, Umlazi, KwaZulu-Natal, to the highest bidder, without reserve:

Ownership Unit P1128, in the Township of Umlazi, held under Deed of Grant 5175/232.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Unit P1128, Umlazi Township, KwaZulu-Natal.
2. The property has been improved by the construction thereon of an unplastered brick dwelling with bedroom, dining-room, kitchen, bathroom and two garages. The dwelling has electricity.
3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Smythe & Company, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg, KwaZulu-Natal, during normal office hours.

Dated at Pietermaritzburg this 19th day of September 1996.

Austen Smith, Smythe & Company, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/N2/M0108/B5.)

**Case No. 2046/96**

**IN THE SUPREME COURT OF SOUTH AFRICA  
(Natal Provincial Division)**

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and GRIFFITHS MFANISENI KHOZA, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division) the following immovable property belonging to the abovenamed Defendant, will be sold in execution on 31 October 1996 at 11:00 by the Sheriff of the Supreme Court, in front of the Magistrate's Court, Church Street, Vryheid, KwaZulu-Natal, to the highest bidder, without reserve:

Lot 1629, Bhhekuzulu, Administrative District of Vryheid, Province of KwaZulu-Natal, in extent 350 (three hundred and fifty) square metres held under Deed of Transfer T327/95.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Lot 1629, Newage Road, Bhhekuzulu, Vryheid District, KwaZulu-Natal.
2. The property has been improved by the construction thereon of a three bedroomed dwelling with lounge, dining-room, kitchen, bathroom/toilet and pergola.

3. The conditions of sale may be inspected at the aforesaid offices of the Sheriff and at the offices of Austen Smith, Smythe & Company, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg, KwaZulu-Natal, during normal office hours.

Dated at Pietermaritzburg this 25th day of September 1996.

Austen Smith, Smythe & Company, Plaintiff's Attorneys, Walmsley House, 191 Pietermaritzburg Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/N2/S0390/B6.)

Case No. 29/96

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 RANJITH RAMLOCHAN, First Defendant, and ROSHNI RAMLOCHAN, 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 Central, in Room 29, Second Floor, 21 Staffmayer House, 24 Beach Grove, Durban, on Thursday, 24 October 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 described as Sub. 104 of Lot 336, Belhar, situated in the City of Durban, Administrative District of Natal, in extent nine hundred and twenty-nine (929) square metres held under Deed of Transfer T14111/92.

*Street address:* 50 Hillary Road, Hillary, Durban.

*Improvements:* A brick/plaster single storey under tile roof dwelling with detached outbuilding consisting of: Entrance hall, lounge, family room, dining-room, two kitchens, four bedrooms, bathroom/toilet and shower/toilet. *Outbuildings:* Carport, servant's and shower/toilet. Security gates and burglar guards, pool and tarmac/concrete driveway.

*Zoning:* Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, Supreme Court, 21 Stafmayer House, Beach Grove, Durban. (Tel. 305-8444.)

Dated at Durban this 18th day of September 1996.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. G. A. Pentecost.)

Case No. 2299/96

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 ANDRIES FRANCOIS DE WET, 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, 1 November 1996 at 10:00:

*Description:* Section 7, as shown and more fully described on Sectional Plan SS125/92, in the scheme known as The Towers, in respect of the land and building or buildings situated at Pinetown, Local Authority of Pinetown, 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, held under Deed of Transfer ST5191/95; and an exclusive use area described as Parking P217, measuring 12 (twelve) square metres, being as such part of the common property, comprising the land and the scheme known as The Towers in respect of the land and building or buildings situated at Pinetown, Local Authority of Pinetown, as shown and more fully described on Sectional Plan SS125/92, held under Notarial Deed of Cession SK948/95.

*Physical address:* 107 The Towers, corner of Bamboo Lane and St Johns Avenue, Pinetown, Natal.

*Zoning:* Special Residential.

The property consists of the following: Flat comprising an entrance hall, lounge, dining-room, bedroom, bathroom/toilet, kitchen, verandah and carport.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 9th day of September 1996.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.9899/mvr.)

**Case No. 1801/96**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE**

**In the matter between NEDCOR BANK LIMITED, No. 51/00009/06, Execution Creditor, and  
VANS PROPERTY CORPORATION CC, No. CK 88/02683/23, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate, Port Shepstone, and the warrant of execution issued pursuant thereto on 16 July 1996, the immovable property described as:

Lot 125, Sea Park, situated in Port Shepstone Transitional Local Council Area, Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 3 224 (three thousand two hundred and twenty-four) square metres, held under Deed of Transfer T1662/89, situated in 125 Oceanview Road, Sea Park,

will be sold in execution on Friday, 25 October 1996 at 10:00, on the Courthouse steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Messrs Barry, Botha & Breytenbach Inc, the Plaintiff's attorneys, 16 Bisset Street, Port Shepstone. The material terms and conditions of the sale are as follows:

(a) (i) The purchase price shall be paid as to 10% (ten per centum) of the outstanding amount due to the Plaintiff at the time of the sale into the trust account of Plaintiff's Conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(ii) The Sheriff shall, if requested by the Plaintiff at any time prior to or after the commencement of the bidding, require any bidder other than the Plaintiff to deposit with him in cash or by way of a bank-guaranteed cheque an amount equal to 10% (ten per centum) of the amount owing to the Plaintiff before accepting any bid or further bid from such bidder.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's Conveyancers. This guarantee shall be delivered to the Plaintiff's Conveyancers within 14 (fourteen) days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R20 000 (twenty thousand rand) of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R6 000 (six thousand rand) and a minimum commission of R200 (two hundred rand).

(e) The property shall be sold subject to any valid existing tenancy (if any).

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by dwelling under brick and tile, consisting of lounge, bathroom, two bedrooms, main-on-suite, kitchen, courtyard, flatlet, swimming-pool and entertainment area.

Dated at Port Shepstone on this the 17th day of September 1996.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/NP134/01N976500.)



Case No. 7754/95

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 INDER RAJAH ETHWAR, in his capacity as Executor in the Estate of the Late SUNBUGAVELLI ETHWAR, 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 Stafmeyer House, 24 Beach Grove, Durban, on Thursday, 31 October 1996 at 10:00:

*Description:* Sub 152 of Lot 79, Cato Manor, situated in the City of Durban, Administrative District of Natal, in extent 979 (nine hundred and seventy nine) square metres, held under Deed of Transfer T30997/93.

*Physical address:* 45 Bowood Crescent, Umkumbaan, Cato Manor, Natal.

*Zoning:* Special Residential.

The property consists of the following: Single storey dwelling comprising an entrance hall, lounge, kitchen, two bedrooms, bathroom/toilet and shower.

Nothing in this regard is guaranteed:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per 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.

The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban Central, 21 Stafmeyer House, Beach Grove, Durban, Natal.

Dated at Durban this 13th day of September 1996.

Goodrickes, Plaintiff's Attorneys, 28th Floor, West Street, Durban, 4001. (Ref. J. A. Allan/S.9452/mvr.)

Case No. 2334/96

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 SHERWIN INVESTMENTS CC, First Defendant, and THULANI WINSTON ARCHIBALD NGCOBO, Second Defendant**

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve in Room 29, Second Floor, 21 Stafmeyer House, 24 Beach Grove, Durban, on Thursday, 31 October 1996 at 10:00:

*Description:* Lot 155, Randrus, situated in the City of Durban, Administrative District of Natal, in extent 1 238 (one thousand two hundred and thirty-eight) square metres, held under Deed of Transfer T13320/90.

*Physical address:* 1 Marche Avenue, Manor Gardens, Natal.

*Zoning:* Special Residential.

The property consists of the following: Triple storey brick under tile roof dwelling comprising an entrance hall, lounge, dining-room, family room, study, kitchen, laundry, four bedrooms, toilet, three balconies, shower/toilet/spa and shower/bath/toilet. The outbuildings comprise of two garages, two servant's rooms, toilet and two showers. There is a swimming-pool.

Nothing in this regard is guaranteed:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per 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.

The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban Central, 21 Stafmeyer House, Beach Grove, Durban, Natal.

Dated at Durban this 10th day of September 1996.

Goodrickes, Plaintiff's Attorneys, 28th Floor, West Street, Durban, 4001. (Ref. J. A. Allan/S.9928/mvr.)



Case No. 2831/95

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 LINDELANI AUBREY DLAMINI, First Defendant, and LINDIWE PATRICIA DLAMINI, Second Defendant**

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve in Room 29, Second Floor, 21 Stafmayer House, 24 Beach Grove, Durban, on Thursday, 31 October 1996 at 10:00:

*Description:*

Section 10 as shown and more fully described on Sectional Plan SS114/1980 in the scheme known as Keswick Lodge in respect of the land and building or buildings situated at Durban, in the City of Durban of which the floor area according to the said sectional plan is 83 (eighty three) 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 ST12008/94.

*Physical address:* 24 Keswick Lodge, 19 Bottomly Road, Umbilo, Natal.

*Zoning:* Special Residential.

The property consists of the following: Unit comprising lounge, dining-room, three bedrooms, bathroom, two toilets and kitchen. Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban, Natal.

Dated at Durban this 10th day of September 1996.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.8444/mvr.)

Case No. 2896/95

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and PERUMAL NAIDOO, First Defendant, and GNANAM NAIDOO, Second Defendant**

In pursuance of a judgment granted on 16 February 1996 in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder on 29 October 1996 at 10:00, in front of the Magistrate's Court, 1 Justice Street, Chatsworth.

*Description:* A certain piece of land being Sub 7975 (of 7851) of Chat Seven Number 14780 which has been renumbered to Sub 7975 (of Sub 7851) of Lot 107 Chatsworth situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 209 square metres.

*Address:* House 25, Road 616, Chatsworth.

*Improvements:* Semi-detached double storey brick/block under asbestos roof dwelling comprising lounge, dining-room, floor carpeted, three bedrooms, all bic carpeted, en-suite bathroom, bathroom, separate toilet, kitchen bic tiled, balcony, verandah, courtyard, double garage and property fenced.

*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 Magistrate's Court 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, Chatsworth at 12 Oak Avenue, Kharwastan and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 30th day of August 1996.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D. GARDYNE/OE/GAL2374.)

Case No. 3930/95  
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IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

**In the matter between NBS BANK LIMITED, Execution Creditor, and  
CHARLOTTE THENJIWE NDHLOVU, Execution Debtor**

In pursuance of a judgment in the above action the immovable property listed hereunder will be sold in execution on 30 October 1996 at 10:00, at the Main South Entrance, Magistrate's Court, Umlazi (near the National Flag Post), to the highest bidder:

*Description:* Ownership Unit J2019, in the Township of Umlazi, District of Umlazi, in extent 537 (five hundred and thirty-seven) square metres, held under Deed of Grant G4768/86, situated at House J2019, Umlazi.

*Improvements:* A brick under tile dwelling consisting of three bedrooms, dining-room, bathroom, kitchen and garage with a concrete fence.

Nothing is guaranteed.

Municipal electricity and water supply: Local Authority.

Vacant possession is not guaranteed.

*Material conditions of sale:*

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance including commission on the sale against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditors' attorneys and furnished to the Sheriff of the Court within 14 (fourteen) days after the date of sale.

2. The purchaser to pay all costs of transfer and all other outgoing in respect of the property.

3. The Sheriff of the Court shall not be liable for damages, deficiency, error or description of pointing out of the boundaries, pegs or beacons or any other outgoings.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Umlazi. Tel. 906-1713.

Dated at Durban this 17th day of September 1996.

Chapman Dyer & Curtis Catterall Inc., Execution Creditor's Attorney, 10th Floor, NBS Building, 300 Smith Street, Durban. (Ref. DS/pp/05/N0547/96.)

Case No. 13789/95

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  
EMMANUEL JOSHUA PILLAY, First Execution Debtor, and MAUREEN PILLAY, Second Execution Debtor**

In pursuance of a judgment in the Court for the Magistrate of Pinetown, and writ of execution dated 20 December 1995, the property listed hereunder will be sold in execution on 8 November 1996 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Lot 4290, Queensburgh Extension 29, situated in the Borough of Queensburgh, Administrative District of Natal, in extent one thousand one hundred and nine (1 109) square metres.

*Postal address:* 1 Gumtree Road, Malvern, 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, dining-room, kitchen, three bedrooms, bathroom, shower, w.c., garage, pre-cast fencing, drive gates, swimming-pool, block retaining walls and Loffelstein walls.

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 September 1996.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/nem/02/N012/438.)

**Case No. 17540/96**

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  
BISSOONDAYAL RAJHUNEE, Defendant**

In pursuance of a judgment, the immovable property listed hereunder shall be sold in execution to the highest bidder on 29 October 1996 at 10:00, at the front entrance to the Magistrate's Court, Chatsworth:

*Description:* Subdivision 1153 of Lot 85, Chatsworth (formerly Lot 1153, Silverglen), situated at the City of Durban, Administrative District of Natal, in extent 1 070 square metres.

*Address:* 24 Fleetside Road, Silverglen, Chatsworth.

*Improvements:* Face brick under concrete slab roof premises comprising large factory and two toilets.

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, Chatsworth.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011781.)

**Case No. 6760/96**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and MAKHABELENI DLOMO, First Defendant, and  
FORTUNATE JABULISILE DLOMO, Second Defendant**

In pursuance of a judgment granted on 15 August 1996 in the Court of the Magistrate, Pinetown, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder on 8 November 1996 at 10:00, at the front entrance, Magistrate's Court, Pinetown, 22 Chancery Lane, Pinetown:

*Description:* A certain piece of land being Lot 2247, Kloof Extension 11, situated in the Borough of Kloof and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 960 square metres. *Address:* 125 Circle Drive, Circle Park, Kloof.

*Improvements:* Single storey brick under tile dwelling, consisting of three bedrooms, bathroom/toilet, lounge, dining-room and kitchen. *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, Pinetown, at 62 Caversham Road, Pinetown, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 16th day of September 1996.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D. Gardyne/OE/GAL2725.)

Case No. 6484/94

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and SUNDRASAGARAN MOODLEY, First Defendant, and ROOKMONEY MOODLEY, Second Defendant**

In pursuance of a judgment granted on 6 October 1995 in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder on 29 October 1996 at 10:00, in front of the Magistrate's Court, Chatsworth, 1 Justice Street, Chatsworth:

*Description:* A certain piece of land being Lot 1741, Shallcross Extension 1, situated in the Development Area of Shallcross, Administrative District of Natal, Province of KwaZulu-Natal, in extent 594 square metres. Address: 16 Wingen Walk, Shallcross, Chatsworth.

*Improvements:* Brick under tile dwelling comprising of entrance hall, lounge, TV lounge, floor tiled, dining-room, four bedrooms (two carpeted), toilet/bath (possibly incomplete), toilet fully tiled, toilet/shower, kitchen with built-in-cupboards, tiled.

*Outbuildings:* Double garage, servants' quarters and shower/toilet.

*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, Chatsworth, at 12 Oak Avenue, Kharwastan, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 10th day of September 1996.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D. Gardyne/OE/GAL2060.)

Case No. 1416/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED (No. 86/04794/06), Plaintiff, and BALAVINOTHAN THULKANNA PALAN, First Defendant, and ALICE PALAN, Second Defendant**

In execution of a judgment granted by the above Honourable Court dated 22 May 1996 in the above-named suit, the following property will be sold in execution by the Sheriff of the Supreme Court, Chatsworth, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on 29 October 1996 at 10:00 to the highest bidder without reserve, namely:

Lot 741, Umhlatusana, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 234 square metres; which property is physically situated at 57 29th Avenue, Umhlatusana, Chatsworth, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T7090/93 dated 23 March 1993.



*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile roof dwelling comprising two bedrooms (one en-suite, shower/w.c.), study (can also be used as a bedroom), bathroom, separate toilet, lounge, dining-room, kitchen (built-in cupboards and tiled), basement, bedroom, shower/w.c., lounge and kitchen. *Outbuildings:* Detached single garage, swimming-pool, balcony, verandah, paved driveway and property fenced. (The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

*Zoning:* The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

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 Chatsworth, 7 Highway Place, Mobeni Heights, Chatsworth.

Dated at Durban this 26th day of September 1996.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/OE/GAL2490.)

**Case No. 7268/96**

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 THANPAL GURUVEN CHETTY, First Defendant, and ATHIEMALA CHETTY, Second Defendant**

In pursuance of a judgment, the immovable property listed hereunder shall be sold in execution to the highest bidder on 1 November 1996 at 10:00 in Room 11, Magistrate Court Building, Groom Street Entrance, Verulam:

*Description:* Lot 144, Rockford, situated in the City of Durban, Administrative District of Natal, in extent 319 square metres.

*Address:* 21 Rockling Close, Rockford, Phoenix.

*Improvements:* Block under asbestos semi-detached dwelling consisting of two bedrooms, lounge, kitchen, toilet and bathroom together, 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, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/P. Murugan/05N011809.)

**Case No. 13995/95**

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

**In the matter between NBS BANK LIMITED, No. 87/01384/06, Judgment Creditor, and 68 Salisbury Avenue CC, No. CK93/11970/23, First Judgment Debtor, YUSUF MOHAMED PARUK, Second Judgment Debtor, and SARAH SULEMAN PARUK, Third Judgment Debtor**

In pursuance of a judgment in the Magistrate's Court, Pinetown, dated 19 February 1996 and a writ of execution issued thereafter, the property listed hereunder will be sold in execution on 1 November 1996 at 10:00 at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

A unit consisting of: Lot 187 Berea West, situated in the Borough of Westville, Administrative District of Natal, in extent 2 276 (two thousand two hundred and seventy-six) square metres.

*Postal address:* 68 Salisbury Avenue, Westville.

The following improvements are reported to be on the property, but nothing is guaranteed: Brick under tile dwelling consisting of double storey granny flat, two lounges, kitchen, dining-room, three bedrooms, two separate bathrooms, master bedroom and ensuite double servants' quarters and swimming-pool.

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, 2 Samkit Centre, 62 Caversham Road, Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this the 19th day of September 1996.

N. G. Keirby-Smith, for John Hudson & Company, Plaintiff's Attorneys, 303 Florida Road, Durban, 4001.

Case No. 32493/96

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

**In the matter between NBS BANK LIMITED, No. 87/01384/06, Judgment Creditor, and MOHAMMED SALIM MOHAMMED ESMAIL, First Judgment Debtor, and FARANA MOHAMMED ESMAIL, Second Judgment Debtor**

In pursuance of a judgment in the Magistrate's Court at Durban, dated 19 July 1996, and a writ of execution issued thereafter, the property listed hereunder will be sold in execution on 31 October 1996 at 10:00 in Room 29, Second Floor, 21 Stafmayer House, 24 Beach Grove, Durban, to the highest bidder:

A unit consisting of—

(a) Section 37 as shown and more fully described on Sectional Plan SS117/1985, in the scheme known as The Gables 1, 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 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.

*Postal address:* Flat 205, The Gables, 176 Victoria Embankment, Durban.

The following improvements are reported to be on the property, but nothing is guaranteed: Concrete roof, bedroom, toilet, bathroom, lounge and kitchen.

Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, 21 Stafmayer House, 24 Beach Grove, Durban. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 18th day of September 1996.

H. G. Keirby-Smith, for John Hudson & Company, Plaintiff's Attorneys, 303 Florida Road, Durban, 4001.

Case No. 5323/95

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and SUBRAMONEY NAIDOO, First Defendant, and WOMATHY NAIDOO, Second Defendant**

In pursuance of a judgment granted on 19 April 1996, in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder on 29 October 1996 at 10:00, in front of the Magistrate's Court, 1 Justice Street, Chatsworth:

*Description:* A certain piece of land being Sub. 1557 (of 1461) of Chat Six of the farm Chatsworth 834, which has been re-numbered to Sub. 104 (of 8) of Lot 106, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 186 square metres.

*Address:* 69 Caspian Street, Westcliff, Chatsworth.

*Improvements:* Semi-detached double storey dwelling block under asbestos roof comprising two bedrooms, lounge, kitchen, bathroom, toilet and shower/w.c.

*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 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, Chatsworth at 12 Oak Avenue, Kharwastan, Chatsworth, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 30th day of August 1996.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. D. Gardyne/OE/GAL2624.)

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**Case No. 73/94**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CHATSWORTH HELD AT CHATSWORTH**

**In the matter between ABSA BANK LIMITED, Plaintiff, and MUNIAMAH NARAINSAMY, Defendant**

In pursuance of a judgment granted on 23 May 1995, in the Court of the Magistrate, Chatsworth, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 29 October 1996 at 10:00, in front of the Magistrate's Court, 1 Justice Street, Chatsworth:

*Description:* A certain piece of land being Sub. 1532 of Sub. 1874, of the farm Chat 4 No. 14716, now renumbered to Sub. 1532 (of 1874) of Lot 104, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 344 square metres. Postal address: 203 Havenside Drive, Havenside, Chatsworth.

*Improvements:* Semi-detached block under tile roof dwelling comprising of three bedrooms, all carpeted, lounge, carpeted, kitchen—bic/tiled, bathroom and separate toilet. *Outbuildings:* Garage, room, kitchen and toilet/shower. Yard, driveway, fenced and paving.

*Town-planning zoning:* Special Residential. Minimum plot size 180 square metres. Nothing is guaranteed in the above respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Chatsworth, at 12 Oak Avenue, Kharwastan, Chatsworth, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 5th September 1996.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D. Gardyne/VL/GAL2184.)

Case No. 2420/96

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

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
SIBONGILE EUNICE DLADLA, 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 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, on Friday, 25 October 1996 at 09:00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Lot 1881, Edendale-N, situated in the Township of Edendale, Administrative District of Natal, Province of KwaZulu-Natal, in extent 239 (two hundred and thirty-nine) square metres, held by the Defendant under Deed of Grant TF2017/95.

The following information is furnished regarding the property, though in this respect nothing is guaranteed:

1. The property's physical address is Lot 1881 (Unit N), Edendale.
2. The improvements consist of a single storey dwelling constructed of brick under asbestos roof, comprising lounge, kitchen, two bedrooms, shower and toilet.
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 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on this 18th day of September 1996.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26S1004/96.)

Case No. 1443/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and  
NKOSIYEZWE LIVINGSTONE XABA, Execution Debtor**

In pursuance of judgment in the Court of the Magistrate at Port Shepstone, dated 11 June 1996, the following immovable property will be sold in execution on 25 October 1996 at 09:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership Unit A1931, situated at Gamalakhe 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 372 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Ownership Unit A1931, Gamalakhe.

Upon the property is a dwelling under brick and tile consisting of kitchen, bathroom, lounge, three bedrooms and dining-room.

*Material conditions of sale:*

The purchaser shall pay twenty per centum (20%) 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, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 26th day of September 1996.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, (P.O. Box 156), Margate, and/or 50 Bisset Street, Port shepstone.

Case No. 1444/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and  
NKOSIYEZWE LIVINGSTONE XABA, Execution Debtor**

In pursuance of judgment in the Court of the Magistrate at Port Shepstone, dated 11 June 1996, the following immovable property will be sold in execution on 25 October 1996 at 09:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership Unit A1930 situated at Gamalakhe 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 467 square metres.



The following information is furnished regarding the property, but is not guaranteed: The property is situated at Ownership Unit A1930.

Upon the property is a dwelling under brick and tile consisting of single garage, lounge, dining-room, kitchen, main-en-suit, two bedrooms and bathroom.

*Material conditions of sale:*

The purchaser shall pay twenty per centum (20%) 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, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 26th day of September 1996.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre (P.O. Box 156), Margate, and/or 50 Bisset Street, Port Shepstone.

**Case No. 1959/96**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and KAMBERG CORNER PROPERTIES CC,  
First Defendant, and DUNCAN ANDREW CLEMENTS, Second Defendant**

In execution of a judgement granted by the Supreme Court of South Africa, Natal Provincial Division on Wednesday, 21 August 1996 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa, for the District of Estcourt, at the Magistrate's Court, Claughton Terrace, Mooi River, KwaZulu-Natal, on Thursday, 31 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 the Sheriff's Office at 142 Connor Street, Estcourt, KwaZulu-Natal, namely:

Sub 183 (a Sub of 84) of the farm Spring Vale 2170, situated in the Development Area of Rosetta, Administrative District of Natal, in extent one thousand eight hundred and ninety-eight (1 898) square metres which property is physically situated at old Main Road, Rosetta, KwaZulu-Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T22309/91.

*Improvement:* Vacant land.

*Zoning:* The property is zoned for Commercial purposes and enjoys no special consent in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 20,25% (twenty comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 30th day of September 1996.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

**Case No. 160/96**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and RICHARD DECEMBER KHESWA, First Defendant, and  
MBUSO MUHLE ANNACLETTA KHESWA, Second Defendant**

In execution of a judgment granted by the Supreme Court of South Africa (Natal Provincial Division) on Friday, 23 August 1996 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of South Africa for the District of Pietermaritzburg, on the steps of her office on Friday, 25 October 1996 at 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at her office at 6 The Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, KwaZulu-Natal, namely:

Sub. 233 of Lot 1341, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 883 (eight hundred and eighty-three) square metres, which property is physically situated at 1 Sarel Celliers Road, Pelham, Pietermaritzburg, KwaZulu-Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T18287/95.

**Improvements:** Without constituting a warranty of any nature, the property has been improved by the erection thereon of a dwelling house, brick under tile consisting of a lounge, dining-room, three bedrooms, kitchen and bathroom. There is an outbuilding which consists of a single garage, servants' quarters, toilet, shower and carport.

**Zoning:** The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

**Terms:** The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten percent of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18,25% per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 25th day of September 1996.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case No. 24774/93

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

**In the matter between HIRSCH'S, Execution Creditor, and Mr BARNARD, also known as GAVIN EDWARD BARNARD, married in community of property to MARION BARNARD, Execution Debtor**

In pursuance of a judgment granted on 15 June 1993 in the Magistrate's Court for the District of Durban and by virtue of a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution by public auction on 24 October 1996 to the highest bidder at the Sheriff, Magistrate's Court, Durban Central, Sale Room, Room 29, Second Floor, Staffmeyer House, 24 Beach Grove, Durban, at 10:00.

**Description:** A certain piece of land being Sub. 9 (of 6), Lot 218, Seaview, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, extent 1,072 (one thousand and seventy-two) square metres, held under Deed of Transfer T10132/107.

**Postal address:** 27 Bexley Road, Sea View.

**Improvements:** Brick under tile dwelling consisting of lounge, dining-room, kitchen, bathroom/toilet/shower, family room, three bedrooms, garage, staff quarters, shower/toilet and swimming-pool.

**Town-planning: Zoning:** Special Residential

**Special privileges:** Nil.

Nothing is guaranteed in these respects.

1. **Terms:** The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. **Conditions of payment:**

(a) The purchaser shall be obliged to pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of sale.

(b) The balance of the purchase price shall be paid in cash against transfer of the property and shall be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys, such guarantee to be furnished to the Sheriff within fourteen (14) days of the date of sale.

(c) The purchaser shall be obliged to pay interest to the Plaintiff at the rate of 18,5% per annum on the award to the Plaintiff in the plan of distribution from the date of sale to the date of payment and to pay any bondholder interest at the rate stipulated in such bond on the amount awarded to such bondholder in the plan of distribution from the date of sale to the date of payment.

(d) The purchaser shall be obliged to pay all current and arrear rates as well as any outstanding electrical charges, sewerage or sanitation fees or any amount owing in respect of water supplied to the property and shall pay such charges to the Execution Creditor's attorneys in cash within seven (7) days of the date of sale.

(e) The purchaser shall be liable for the costs of transfer including transfer duty and the costs of cancelling any existing bonds over the property and undertakes to pay such costs within seven (7) days of the date of sale. Should any VAT be payable in terms of the VAT Act No. 89 of 1991, on the purchase price or on any other amount payable in terms of the conditions of sale, this shall be payable by the purchaser, and the purchaser undertakes to pay such VAT on demand.

(f) The purchaser shall be liable for the auctioneer's charges and pay these at the time of the sale.

(g) The purchaser shall pay any other amounts necessary in order to allow transfer to be effected to the purchaser upon request by the attorney for the Execution Creditor.

3. The full conditions of sale may be inspected at the offices of the Sheriff for Durban Central, Staffmeyer House, 24 Beach Grove, Durban.

Dated at Durban this 12th day of September 1996.

J. R. Archer, for Downes Attorneys, Plaintiff's Attorneys, 486 Ridge Road, Durban, 4001; P.O. Box 70663, Overport, 4067.  
[Tel. (031) 207-6430.] [Fax (031) 207-6434.] (Ref. JA/p/A0058.)

Case No. 1146/95

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

**In the matter between TOWN COUNCIL OF GREYTOWN, Execution Creditor, and D. RAMLAKAN, Execution Debtor**

In pursuance of a judgment granted on 5 March 1996 in the above Court and the warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 1 November at 11:00, in front of the Magistrate's Court, Bell Street, Greytown:

1. (a) *Deeds office description:* Sub. 3 of Lot 1005, Greyton, situated in the Greytown Transitional Local Council Area, Administrative District of Natal, Province of Kwazulu-Natal, in extent one thousand three hundred and forty-nine (9 349) square metres, held under Deed of Transfer T6569/78.

(b) *Street address:* 77 Cathcart Street, Greytown, 3250.

(c) *Improvements:* Three-bedroomed house, tiled roof, burglar guards, built-in garage, solar heating and two bedrooms selfcontained outside cottage.

(d) *Zoning:* General Residential.

Neither the Execution Creditor nor the attorneys warrant any of the above details.

*Material conditions:*

1. The conditions of sale may be inspected at the office of the attorneys for the Execution Creditor and at the office of the Sheriff of the Magistrate's Court, 119 Voortrekker Street, Greytown.

2. The sale shall be by public auction.

3. The purchaser shall deposit  $\frac{1}{10}$  (one tenth) of the purchase price with the auctioneer on the signing of the conditions of sale and the balance of the purchase price, together with interest shall be paid in cash or certified guarantee by a bank or building society within 14 (fourteen) days after date of sale.

4. 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.

Dated at Greytown, Natal, on this 2nd day of October 1996.

Nel & Stevens, Attorneys for Execution Creditor, 117A Voortrekker Street; P.O. Box 60 (DX 1), Greytown, 3250.

Case No. 5130/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and Miss GAIL PAUL NAIDOO, Defendant**

In pursuance of a judgment in this action, the immovable property listed hereunder will be sold in execution on Friday, 1 November 1996 at 10:00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown:

*Description:* Sub. 10 of Lot 529, Queensburgh, situated in the Borough of Queensburgh, Administrative District of Natal, Province of KwaZulu-Natal, in extent one thousand one hundred and ten (1 110) square metres.

*Physical address:* 33 Raylunn Road, Escombe, Queensburgh.

*Zoning:* Special Residential.

*Improvements:* Single storey brick under tiled dwelling comprising three bedrooms, lounge, kitchen, toilet and bathroom. Fencing around property, double garage and tarred driveway.

Vacant possession is not guaranteed, nothing in respect of the sale is guaranteed.

1. 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 within 21 (twenty-one) days after the date of sale to the Sheriff.

2. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Pinetown, 2 Sentrum Centre, 62 Caversham Road, Pinetown.

Dated at Chatsworth on this 26th day of September 1996.

M. Y. Baig, for M. Y. Baig & Company, Execution Creditor's Attorneys, Suites 19/20, Croftdene Mall, Croftdene Drive, Chatsworth. (Ref. Mrs John/04 5411 036.)



Case No. 3806/95

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

**In the matter between NBS BANK LIMITED, Plaintiff, and NAGAN KANNAN, First Defendant, and POOBADHIE KANNAN, Second Defendant**

In pursuance of a judgment in this action, the immovable property listed hereunder will be sold to in execution on Tuesday, 29 October 1996 at 10:00, in front of the Magistrate's Court, Chatsworth:

Sub. 2009 (of 2259) of Lot 101, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent two hundred and nine (209) square metres.

*Address:* 47 Aspern Avenue, Croftdene, Chatsworth, 4092.

*Zoning:* Special Residential.

*Improvements:* Semi detached double storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen, toilet and bathroom. *Outbuildings:* Two rooms, kitchen, toilet and bathroom.

Vacant possession is not guaranteed, nothing in respect of the sale notice is guaranteed.

1. 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 within 21 (twenty-one) days after the date of sale to the Sheriff.

2. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth, at 12 Oak Avenue, Kharwastan.

Dated at Chatsworth on this 26th day of September 1996.

M. Y. Baig, for M. Y. Baig & Company, Execution Creditor's Attorneys, Suites 19/20, Croftdene Mall, Croftdene Drive, Chatsworth. (Ref. Mrs John/04 5411 013.)

Case No. 3901/95

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

**In the matter between THANGAVELU NAICKER, Plaintiff, and PARASARAMAN NAICKER, Defendant**

In pursuance of a judgment of the Magistrate's Court for the District of Chatsworth, dated 16 November 1995, the immovable property listed hereunder will be sold in execution on Tuesday, 29 October 1996 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

*Property description:* Sub. 92 of Lot 85, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent nine hundred and eighty (980) square metres, held under Deed of Transfer T13932/1975.

*Postal address:* 4 College Drive, Silverglen.

*Improvements:* Brick under tile roof dwelling comprising three bedrooms, lounge, dining-room, kitchen, toilet and bathroom, toilet and verandah. *Outbuilding:* Triple garage, two rooms, kitchen, toilet and bathroom.

*Material conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the Rules made thereunder.

2. (a) The purchaser shall pay a deposit of ten (10%) per cent of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against registration of transfer which balance is to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Court within fourteen (14) days after the sale to be approved by the Plaintiff's attorney.

(b) The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder/s at a prescribed rate of interest per annum on the respective amounts of the awards to the Execution Creditor and to the bondholder/s in the plan of distribution from the date of sale to date of transfer.

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, Chatsworth, or at our offices.

Dated at Durban on this 18th day of September 1996.

Martin & Associates, Plaintiff's Durban Attorneys, 98 Windermere Road, Morningside, Durban.



## ORANGE FREE STATE ORANJE-VRYTAAT

Saak No. 2023/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE WITSIESHOEK

**In die saak tussen CLOETE & NEVELING, Eiser, en J. T. MOLEKO, Verweerder**

Kragtens 'n vonnis by verstek en 'n lasbrief vir eksekusie teen onroerende goed van bogemelde Agbare Hof gedateer 11 Oktober 1995 sal die onderstaande eiendom op 22 November 1996 om 09:00, voor die Landdroskantore te Witsieshoek, in eksekusie geregteik aan die hoogste bieder verkoop word, naamlik:

Die Verweerder se reg, titel en belang in Perseel 105J, Phuthaditjhaba, geleë in die distrik Witsieshoek met 'n woonhuis daarop.

Die volledige verkoopvoorwaardes lê ter insae by die Balju vir die Landdroshof, Witsieshoek, Tel. (058) 713-0299.

Geteken te Witsieshoek op hierdie 19de dag van September 1996.

Cloete & Neveling, Prokureur vir Eiser, Finansieringsgebou 220, Setsing III, Phuthaditjhaba. (Verw. P. G. van Wyk/ECDW/C406.)

Saak No. 3607/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en THEODORUS HERMANUS AUGUSTYN, 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, 1 November 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:

Sekere Eenheid Deel 19, in die skema bekend as President Park, ten opsigte van die grond en gebou of geboue geleë te dorp Langenhovenpark, munisipaliteit Bainsvlei, distrik Bloemfontein, sowel as 'n onderverdeelde aandeel in die gesamentlike eiendom in die genoemde gebou, groot 103 (een nul drie) vierkante meter, onderworpe aan sekere serwitute en voorwaardes; en gehou kragtens Transportakte ST 21336/93.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit meenthuis bestaande uit sit-/eetkamer, drie slaapkamers, kombuis, badkamer, aparte stort met toilet, motorhuis (gemeenskaplike geriewe—swembad).

**Terme:** Die koper sal 20% (twintig persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingswaarborg binne veertien (14) dae na afloop van die veiling.

S. J. le Roux, vir Claude Reid Ingelyf, Prokureur vir Eiser, Unitedgebou, Sesde Verdieping, Maitlandstraat (Posbus 277), Bloemfontein.

Saak No. 3292/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

**In die saak tussen PERMANENT BANK, Eksekusieskuldeiser, en W. J. NEL, Eksekusieskuldenaar**

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 2 April 1996, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 1 November 1996 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Erf 5819, geleë te en bekend as Malanstraat 3, Seemeeupark, Welkom, gesoneer vir woondoeleindes, groot 1 011 vierkante meter, gehou kragtens Transportakte T1421/95.

**Verbeterings:** 'n Drieslaapkamerwoonhuis bestaande uit kombuis, sitkamer, eetkamer, badkamer en motorhuis.

**Voorwaardes van verkoping:**

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Landdroshofwet, 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 18,25% (agtien 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 26ste dag van September 1996.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26-28, Welkom.

Saak No. 6030/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

**In die saak tussen PERMANENT BANK, Eksekusieskuldeiser, en S. CLOETE, Eerste Eksekusieskuldenaar, en L. S. CLOETE, Tweede Eksekusieskuldenaar**

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 29 Mei 1996, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 1 November 1996 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Erf 748, geleë te en bekend as Lenastraat 2, Naudeville, Welkom, gesoneer vir woondoeleindes, groot 1 479 vierkante meter, gehou kragtens Transportakte T8455/89.

*Verbeterings:* 'n Drieslaapkamerwoonhuis bestaande uit kombuis, sitkamer, woonkamer, eetkamer, badkamer, motorhuis 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, 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 26ste dag van September 1996.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26-28, Welkom.

Saak No. 8159/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen J. A. COETZEE, G. M. J. FERREIRA & J. D. KEOGH, Vonnisskuldeiser, en M. J. BORNMAN, Tweede Vonnisskuldenaar**

Ingevolge 'n vonnis gelewer op 2 Augustus 1996 in die Bloemfontein-landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 30 Oktober 1996 om 11:00, te die Landdroshof, Excelsior, deur die Balju, Excelsior, aan die persoon wat die hoogste aanbod maak, naamlik:

*Beskrywing:*

*Sekere:* Plaas Fritz 1075, geleë in die distrik Winburg, groot 7,3462 (sewe komma drie vier ses twee) hektaar, gehou kragtens Transportakte T12142/1980 gedateer 24 September 1980.

*Sekere:* Onderverdeling 1 (Tevrede) van die plaas Discordia 1074, geleë in die distrik Winburg, groot 306,0160 (driehonderd-en-ses komma nul een ses nul) hektaar, gehou kragtens Transportakte T12142/1980 gedateer 24 September 1980.

Die koper moet afslaersgelde asook 10% (tien persent) van die koopprijs in kontant betaal op die dag van die verkoping van die eiendom en moet vir die balans van die koopprijs binne 14 (veertien) dae na die datum van die bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju, Excelsior, nagesien word.

A. D. Venter, vir McIntyre & Van der Post, Prokureur vir Eiser, Derde en Vierde Verdiepings, Permgebou, Maitlandstraat 45, Bloemfontein.

Saak No. 2778/96

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

**In die saak tussen NEDCOR BANK BEPERK, Eiser, en mnr. GRAHAM BEZUIDENHOUT, Eerste Verweerder, en mev. LEONA BEZUIDENHOUT, Tweede Verweerder**

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof en die lasbrief tot eksekusie, sal 'n verkoping van die volgende eiendom van die bogemelde Verweerders by die Landdroskantoor, distrik Bethlehem, gehou word op 15 November 1996 om 12:00, naamlik:

Sekere Erf 3239, geleë in die dorp en distrik Bethlehem, groot 1 080 vierkante meter en gehou kragtens Transportakte T5094/1991.

**Terme:** Die koper sal 10% (tien persent) van die koopprys in kontant onmiddellik na die verkoping aan die Balju betaal en die balans deur 'n bank- of bouverenigingwaarborg binne 14 dae na verkoping van die eiendom, betaal. Die eiendom sal aan die hoogste bieder verkoop word en onderhewig aan die bepalings van Artikel 66 van die Landdros Hofwet, soos gewysig. Die regte preferente skuldeisers sonder reserwes met volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju te Bethlehem, in die kantoor van die Landdros, Bethlehem, gedurende kantoorure.

Aldus gedoen en geteken te Bethlehem op hede die 27ste dag van September 1996.

Ludwig Diener, Prokureurs vir Eiser, Derde Verdieping, SA Permgebou, Pres. Boshoffstraat 17, Posbus 540, Bethlehem, 9700.

Case No. 5277/96

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

**In the matter between ABSA BANK LIMITED (ALLIED), Plaintiff, and LINDA MXOLISI MDA, First Defendant, and GLADYS ZINTOMBI MDA, Second Defendant**

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 20 August 1996 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 18 October 1996 at 11:00, at the Magistrate's Court, Tulbach Street, Welkom, namely:

Certain Erf 6292, Thabong, District of Welkom, measuring 287 (two hundred and eighty-seven) square metres, held by the Defendants by virtue of Deed of Transfer TL13576/1994, known as 6292 Thabong, District of Welkom.

**Improvements:** Residential property with lounge, dining-room, kitchen, three bedrooms and bathroom with toilet.  
**Outbuildings:** None (none of which are guaranteed).

**Terms:**

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, 1944, as amended, and the Rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 19th day of September 1996.

M. C. Louw, for Neumann Van Rooyen Inc., Attorney for Plaintiff, Heeren II Building, Heeren Street, Welkom, 9460. (Ref. M. C. Louw/LVR/AL895.)

Case No. 8749/96

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

**In the matter between ABSA BANK LIMITED (ALLIED), Plaintiff, and PHEHELLO WILLIAM NTSALA, First Defendant, and JOSEPHINA MAMONAHENG NTSALA, Second Defendant**

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 21 August 1996 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 18 October 1996 at 11:00, at the Magistrate's Court, Tulbach Street, Welkom, namely:

Certain Erf 13441, Township of Thabong, District of Welkom, measuring 432 (four hundred and thirty-two) square metres, held by the Defendants by virtue of Certificate of Registered Grant of Leasehold TL845/1989, known as 13441 Thabong, District of Welkom.

*Improvements:* Residential property with lounge, kitchen, two bedrooms and bathroom with toilet. *Outbuildings:* None (none of which are guaranteed).

*Terms:*

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, 1944, as amended, and the Rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 18th day of September 1996.

M. C. Louw, for Neumann Van Rooyen Inc., Attorney for Plaintiff, Heeren II Building, Heeren Street, Welkom, 9460. (Ref. M. C. Louw/LVR/AL891.)

Case No. 8754/96

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

**In the matter between ABSA BANK LIMITED (ALLIED), Plaintiff, and MONAHENG STEPHEN THAELE, First Defendant, and ELIZABETH MOSEMUDI THAELE, Second Defendant**

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 15 August 1996 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 18 October 1996 at 11:00, at the Magistrate's Court, Tulbach Street, Welkom, namely:

Certain Erf 19498, situated in the Township of Thabong, District of Welkom, Free State Province, measuring 253 (two hundred and fifty-three) square metres, held by the Defendants by virtue of Deed of Transfer T13310/1995, known as 19498 Thabong, District of Welkom.

*Improvements:* Residential property with lounge, kitchen, two bedrooms and bathroom with toilet. *Outbuildings:* None (none of which are guaranteed).

*Terms:*

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the Rules promulgated thereunder.



3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 19th day of September 1996.

M. C. Louw, for Neumann Van Rooyen Inc., Attorney for Plaintiff, Heeren II Building, Heeren Street, Welkom, 9460. (Ref. M. C. Louw/LVR/AL953.)

**Case No. 7223/95**

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

**In the matter between ABSA BANK LIMITED (UNITED), Plaintiff, and JOHAN HEINRICH NAUDE, Defendant**

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 5 July 1995 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 1 November 1996 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 142, situated in the Township of Riebeeckstad, District of Welkom, measuring 1 408 (one thousand four hundred and eight) square metres, held by the Defendant by virtue of Deed of Transfer T3339/1988, known as 1 Leda Street, Riebeeckstad, District of Welkom.

*Improvements:* Residential property with entrance hall, lounge, dining-room, study, kitchen, laundry, four bedrooms, bathroom, toilet, bathroom with toilet and shower. *Outbuildings:* Double garage, servants' quarters and toilet (none of which are guaranteed).

*Terms:*

1. The purchase price is payable as follows:

1.1 10% (ten per centum) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 20th day of September 1996.

M. C. Louw, for Neumann Van Rooyen Inc., Attorney for Plaintiff, Heeren II Building, Heeren Street, Welkom, 9459. (Ref. Mr M. C. Louw/LVR/UN249.)

**Saak No. 9652/96**

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 MONAHENG, JOHANNES MOEKETSI, Verweerder**

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 die Balju, Landdroshof, Kamer 19, Trust Bankgebou, Sasolburg, op 8 November 1996 om 10:00, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju, Landdroshof, Sasolburg:

Sekere Lot 3386, dorpsgebied Zamdela, distrik Sasolburg, groot soos aangedui op Algemene Plan L699/1981.

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

*Terme:* Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van artikel 66 van die Landdroshofwet, Wet 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; en
- (b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 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;
- (d) die koper sal ook aanspreeklik wees vir betaling van afslaerskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

*Voorwaardes:*

(a) Die voorwaardes van koop sal deur die Balju, Landdroshof, uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging hierdie 17de dag van September 1996.

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

**Saak No. 1017/95**

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH  
**In die saak tussen DIE PLAASLIKE OORGANGSRAAD VAN HARRISMITH, Eiser, en  
 SLOBO KONSTRUKSIE BK, Verweerder**

Ingevolge 'n vonnis gelewer op 11 Julie 1996, in die Harrismith Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 25 Oktober 1996 om 10:00, te die Landdroskantoor, Landdroshof, hoek van Biddulph- en Southeystraat, Harrismith, aan die hoogste bieder, met geen reserweprys.

*Beskrywing:*

A. Onderverdeling 1 van Erf 413, Harrismith, distrik Harrismith, provinsie Vrystaat, bekend as Rundlestraat 18, Harrismith, groot 1 639 (eenduisend seshonderd nege-en-dertig) vierkante meter, gehou kragtens Akte van Transport T15476/94; en

B. Onderverdeling 7 van Erf 227, Harrismith, distrik Harrismith, provinsie Vrystaat, bekend as Fordstraat 13, Harrismith, groot 957 (negehonderd sewe-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T10784/1994.

Die volgende inligting word gegee, maar is nie gewaarborg nie: Beide die eiendomme is onverbeterd.

Die voorgenoemde gereglike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Southeystraat, Harrismith, 9880.

Gedateer te Harrismith op hede die 13de dag van September 1996.

C. Coetzee, vir Coetzee Gericke Ing. (Reg. 95/12217/21), Eiser of Eiser se Prokureur, Heranohof 4, Stuartstraat 54, Harrismith, 9880; Posbus 729, Harrismith, 9880. [Tel. (05861) 30-589, 30-636, 30-637.] (Verw. C. Coetzee/cve S274/95.)

**Case No. 541/96**

IN THE SUPREME COURT OF SOUTH AFRICA  
 (Orange Free State Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JACOBUS JOHANNES  
 JACOBS (I.D. No. 6301175072087), Defendant**

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suite, a sale with/without reserve price is to take place at the Peet Avenue entrance of the Magistrate's Court, Bloemfontein, Free State Province, on Friday, 1 November 1996 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the office of the Sheriff, Bloemfontein West, President Building, St Andrew Street, Bloemfontein, prior to the sale:

"Erf 996 (Uitbreiding 2) dorp Langenhovenpark, Munisipaliteit Bainsvlei, distrik Bloemfontein, groot 940 (negehonderd-en-veertig) vierkante meter, gehou kragtens Transportakte T9863/1988, onderworpe aan sekere voorwaardes en minerale regte."

*Consisting of:* Four bedrooms, sitting-/dining-room, kitchen, carport, three bathrooms, TV room, two garages and a swimming-pool, and being 30 John Van der Riet Street, Langehovenpark, District of Bloemfontein.

*Terms:* 10% (ten per cent) of the purchase price and auctioneer's charges being 5% (five per centum) of the first R30 000 (thirty thousand rand) or part thereof, 3% (three per centum) on the balance with a maximum of R7 000 (seven thousand rand) in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, Attorneys for Plaintiff, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein. (Ref. NS635B.)

**Case No. 2041/94**

IN THE SUPREME COURT OF SOUTH AFRICA  
(Orange Free State Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and HENNING JOHANNES JACOBS (I.D. No. 5505175022089), First Defendant, and DEBRA CHRISTINE JACOBS (I.D. No. 6606140165083), Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suite, a sale with/without reserve price is to take place at the Peet Avenue entrance of the Magistrate's Court, Bloemfontein, Free State Province, on Friday, 1 November 1996 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the office of the Sheriff, Bloemfontein West, President Building, St Andrew Street, Bloemfontein, prior to the sale:

"Erf 9115, geleë in die stad en distrik Bloemfontein, groot 1 071 (eenduisend en een-en-sewentig) vierkante meter, gehou kragtens Transportakte T3611/1993, onderhewig aan die voorwaardes daarin vervat."

*Consisting of:* Three bedrooms, study, lounge, garage, wall to wall carpeting, two bathrooms, kitchen, dining-room, servant's room, corrugated iron roof, and being 27 Gunn Street, Universitas, Bloemfontein.

*Terms:* 10% (ten per cent) of the purchase price and auctioneer's charges being 5% (five per centum) of the first R30 000 (thirty thousand rand) or part thereof, 3% (three per centum) on the balance with a maximum of R7 000 (seven thousand rand) in cash on the day of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee furnished within 21 (twenty-one) days from date of the sale.

D. A. Honiball, Attorneys for Plaintiff, c/o Israel & Sackstein, 26/28 Aliwal Street, Bloemfontein. (Ref. NS9884.)

**Saak No. 1207/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

**In die saak tussen ABSA BANK BEPERK, voorheen ALLIED BOUVERENIGING BEPERK, Eksekusieskuldeiser, en PETRUS JOHANNES VILJOEN, Eerste Eksekusieskuldenaar, en SUSANNA STOPHELINA VILJOEN, Tweede Eksekusieskuldenaar**

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 19 Julie 1996 en uitgereik in die Landdroshof te Odendaalsrus, sal die reg, titel en belang in en tot die volgende onroerende eiendom verkoop word voor die Landdroskantore, Odendaalsrus, op 25 Oktober 1996 om 09:00:

Erf 478, Odendaalsrus (Ross Kent), distrik Odendaalsrus, provinsie Vrystaat, groot 773 (sewe sewe drie) vierkante meter, gehou kragtens Transportakte T5669/1988, geregistreer op 3 Junie 1988 en onderworpe aan sodanige voorwaardes, serwitute en minerale regte as wat meer volledig sal blyk uit die genoemde Transportakte.

*Verbeterings daarop:* Woonhuis met kombuis, sitkamer, slaapkamers, badkamer en toilet. (Ten opsigte waarvan geen waarborg gegee word nie.)

*Voorwaardes van verkoping:*

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aan die hoogste bieder en verder onderworpe aan die bepalings van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant of bankgewaarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 19,25% (negentien komma twee vyf persent) per jaar vanaf 1 Mei 1996 tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of betaling gewaarborg word binne genoemde tydperk deur 'n goedgekeurde bankwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantore van die Balju van die Landdroshof, Odendaalsrus, nagesien word en indien die inhoud van hierdie advertensie in enige opsig verskil van die terme en voorwaardes van die genoemde verkoopvoorwaardes, sal die verkoopvoorwaardes se terme en voorwaardes voorrang geniet en van toepassing wees op die verkoop van die eiendom.

Grunow Frost & Viljoen, Prokureur vir Eiser, Viljoengebou, Odendaalstraat 51, Odendaalsrus, 9480. [Tel. (057) 4-4055/6.]



Saak No. 489/96

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

**In die saak tussen ABSA BANK BEPERK, voorheen ALLIED BOUVERENIGING BEPERK, Eksekusieskuldeiser, en PHILLIP ABRAMS, Eerste Eksekusieskuldenaar, en ELIZABETH DIPUO ABRAMS, Tweede Eksekusieskuldenaar**

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 1 April 1996 en uitgereik in die Landdroshof te Odendaalsrus, sal die reg, titel en belang in en tot die volgende onroerende eiendom verkoop word voor die Landdroskantore, Odendaalsrus, op 25 Oktober 1996 om 09:00:

Erf 2231, Odendaalsrus, distrik Odendaalsrus, provinsie Vrystaat, groot 952 (nege vyf twee) vierkante meter, gehou kragtens Transportakte T21242/1994, geregistreer op 13 Desember 1994 en onderworpe aan sodanige voorwaardes, serwitute en minerale regte as wat meer volledig sal blyk uit die genoemde transportakte.

*Verbeterings daarop:* Woonhuis met kombuis, sitkamer, slaapkamers, badkamer en toilet (ten opsigte waarvan geen waarborg gegee word nie).

*Voorwaardes van verkoping:*

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aan die hoogste bieder en verder onderworpe aan die bepalinge van die Landdroshofwet, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprijs in kontant of bank-gewaarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprijs teen 19,25% (negentien komma twee vyf persent) per jaar vanaf 1 Maart 1996 tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of betaling gewaarborg word binne genoemde tydperk deur 'n goedgekeurde bankwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantore van die Balju van die Landdroshof, Odendaalsrus, nagesien word en indien die inhoud van hierdie advertensie in enige opsig verskil van die terme en voorwaardes van die genoemde verkoopvoorwaardes, sal die verkoopvoorwaardes se terme en voorwaardes voorrang geniet en van toepassing wees op die verkoop van die eiendom.

Grunow Frost & Viljoen, Prokureur vir Eiser, Viljoengebou, Odendaalstraat 51, Odendaalsrus, 9480. [Tel. (057) 4-4055/6.]

Saak No. 3544/94

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en MARTHA SUSANNA ISABELLA BOTHA, 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 Landdroshof, Engelbrechstraat, Viljoenskroon, op 1 November 1996 om 09:00, naamlik:

1. Sekere gedeelte bekend as Verblyding 2369, van die plaas Bracken Hill 1191, distrik Kroonstad, groot 171,3064 hektaar, gehou kragtens Transportakte 1789/1954.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie. Verbeterings bestaan uit 'n woonhuis van stewige konstruksie, stoor en werkershutte. Die eiendom is verdeel in drie kampe met veewerende omheining, drie boorgate, windpompe en vier reservoires. Ongeveer 100 hektaar droë lande, res redelik goeie weiding. Die eiendom is 28 km oos van Viljoenskroon geleë.

*Terme:* Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 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 Viljoenstraat 3, Viljoenskroon, gedurende kantoorure.

D. J. Nortier, p.a. Naudes, Eiser se Prokureur, Trustfonteingebou, St. Andrewstraat 151, Bloemfontein. A. Richter, Balju vir die Hooggeregshof vir die distrik Viljoenskroon (Posbus 138), Viljoenstraat 3, Viljoenskroon, 9520. [Tel. (056) 343-0054.]



Saak No. 23734/95

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

**In die saak tussen NBS BANK BEPERK, Eiser, en mnr. NEIL HERBERT BISHOP, Verweerder**

Ingevolge 'n vonnis gedateer 9 Januarie 1996 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 1 November 1996 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 19552, Uitbreiding 130, geleë in die stad en distrik Bloemfontein, groot 1 156 (eenduisend eenhonderd ses-en-veertig) vierkante meter, gehou kragtens Transportakte T4718/94, en beter bekend as Westonstraat 7, Brandwag, Bloemfontein.

*Verbeterings:* Vyf slaapkamerwoonhuis met sitkamer, eetkamer, TV-kamer, kombuis, twee badkamers, twee toilette, stort, twee afdakke, stoorkamer, bediendekamer, buitetoilet, swembad en 'n buitegebou bestaande uit woonkamer met 'n stort en toilet.

*Voorwaardes van verkoping:*

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 (veertien) dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 18,250% (een agt komma twee vyf nul persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of 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 11de dag van September 1996.

J. H. Conradie, Prokureur van Eksekusieskuldeiser, p.a. Rossouws, Vyfde Verdieping, L.T. Trustgebou, Elizabethstraat 7, Posbus 7595, Bloemfontein, 9300. [Tel. (051) 30-5870.]

Case No. 4142/96

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

**In the matter between ABSA BANK LIMITED (ALLIED), Plaintiff, and MARTIN WILLIAM RICHARD LOVEGROVE, First Defendant, and MILDRED JERALDINE LOVEGROVE, Second Defendant**

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted 30 May 1996 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder, on 1 November 1996 at 11:00, at the Magistrate's Court, Tulbach Street, Welkom, namely:

Certain Erf 1146 (Extension 6), situated in the Township of Bronville, measuring 300 (three hundred) square metres, held by the Defendants by Virtue of Deed of Transfer T11233/1987, known as 1146 Aurora Street, Bronville.

*Improvements:* Residential property with lounge, dining-room, kitchen, three bedrooms, bathroom with toilet.

*Outbuildings:* None (none of which are guaranteed).

*Terms:*

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 23rd day of September 1996.

M. C. Louw, for Neumann van Rooyen Inc., Attorney for Plaintiff, Heeren II Building, Heeren Street, Welkom, 9460. (Ref. Mr M. C. Louw/LVR/AL917.)

Case No. 3502/96

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

**In the matter between ABSA BANK LIMITED (UNITED), Plaintiff, and DIPUO DOROTHY MOHLABANE, First Defendant, and PULENG GLORINA MOHLABANE, Second Defendant**

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted 27 August 1996 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder, on 1 November 1996 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 4005, situated in the City Welkom (Bedelia), District Welkom, measuring 1 004 (one thousand and four) square metres, held by the Defendants by Virtue of Deed of Transfer T4602/1993, known as 18 Prospero Street, Bedelia, Welkom.

*Improvements:* Residential property with lounge, dining-room, kitchen, three bedrooms, bathroom with toilet.

*Outbuildings:* Garage, domestic servants' quarters and toilet (none of which are guaranteed).

*Terms:*

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's Conveyancer's on request, the fees of the messenger of court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 26th day of September 1996.

M. C. Louw, for Neumann van Rooyen Inc., Attorney for Plaintiff, Heeren II Building, Heeren Street, Welkom, 9460. (Ref. Mr M. C. Louw/LVR/UN107.)

Case No. 144/96

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

**In the matter between ABSA BANK LIMITED (ALLIED), Plaintiff, and CHRISTIAAN KOOT OLIVIER, First Defendant, and BELINDA OLIVIER, Second Defendant**

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 26 January 1996 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 1 November 1996 at 11:00, at the Magistrate's Court, Tulbach Street, Welkom, namely:

Certain Erf 3546, situated in the Town of Riebeeckstad Extension 1, District of Welkom, measuring 833 (eight hundred and thirty-three) square metres, held by the Defendants by virtue of Deed of Transfer T8081/1988, known as 26 Mozart Street, Riebeeckstad, District of Welkom.

*Improvements:* Residential property with lounge, dining-room, kitchen, three bedrooms, bathroom with shower, toilet and separate toilet. *Outbuildings:* Two single garages and toilet (none of which are guaranteed).

*Terms:*

1. The purchase price is payable as follows:

1.1 10% (ten per centum) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 26th day of September 1996.

M. C. Louw, for Neumann van Rooyen Inc., Attorney for Plaintiff, Heeren II Building, Heeren Street, Welkom, 9460. (Ref. Mr M. C. Louw/LVR/AL861.)

Case No. 3667/96

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

**In the matter between ABSA BANK LIMITED (ALLIED), Plaintiff, and HOLE AUGUST MOGOERA, Defendant**

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 20 May 1996 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 8 November 1996 at 11:00, at the Magistrate's Court, Tulbach Street, Welkom, namely:

Certain Erf 11413, Thabong, District of Welkom, measuring 862 (eight hundred and sixty-two) square metres, held by the Defendant by Virtue of Certificate of Registered Right of Leasehold TL4451/1988, known as 11413 Thabong, District of Welkom.

*Improvements:* Residential property with entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms and toilet. *Outbuildings:* None (none of which are guaranteed).

*Terms:*

1. The purchase price is payable as follows:

1.1 10% (ten per centum) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

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

M. C. Louw, for Neumann van Rooyen Inc., Attorney for Plaintiff, Heeren II Building, Heeren Street, Welkom, 9460. (Ref. Mr M. C. Louw/LVR/AL944.)

## **PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS**

### **TRANSVAAL**

**VAN VUUREN AFSLAERS**

**INSOLVENTE BOEDELVEILING**

**EEN EN 'N HALF SLAAPKAMERWOONSTEL IN PRETORIA-WES**

In opdrag van die Kurator in die insolvente boedel **P. M. A. Snyder**, Meestersverwysing T1002/96, verkoop ons die ondergemelde eiendom per openbare veiling op Woensdag, 23 Oktober 1996 om 11:00:

*Plek van veiling:* Elizabeth Court 11, Kerkstraat 201, Pretoria-Wes.

*Beskrywing van eiendom:* Eenheid 11 van die Skema SS, Elizabeth Court 217, ook bekend as Elizabeth Court 11, Kerkstraat 201, Pretoria-Wes, groot 65 m<sup>2</sup>.

*Verbeterings:* Hierdie woonstel bestaan uit een en 'n half slaapkamer met ingeboude kaste en matre, badkamer, kombuis met eikehoutkaste, sitkamer en toesluitmotorhuis.

*Terme:* 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans binne 30 dae.

*Besigtiging en navrae:* Skakel die afslaer.

Van Vuuren Afslaers. Tel. (012) 344-4280 kantoorure, of (012) 329-3192 na-ure.

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### VAN VUUREN AFSLAERS

#### INSOLVENTE BOEDELVEILING

##### DRIE KNUS EENMANWOONSTELLE IN SUNNYSIDE, PRETORIA

In opdrag van die Kurator in die insolvente boedel **W. I. Vinnicombe**, Meestersverwysing T1403/96, verkoop ons die ondergemelde eiendomme per openbare veiling op Dinsdag, 22 Oktober 1996 om 11:00:

*Plek van veiling:* Maroela 430, Spruitsigpark, Sunnyside, Pretoria.

*Beskrywing van eiendom:*

*Eiendom 1:* Eenheid 235 van die Skema SS, Spruitsigpark 207, beter bekend as Maroela 430, Leydsstraat 420, Sunnyside, Pretoria, groot 36 m<sup>2</sup>, respektiewelik.

*Eiendom 2:* Eenheid 301 van die Skema SS, Spruitsigpark 207, beter bekend as Maroela 1126, Leydsstraat 420, Sunnyside, Pretoria, groot 36 m<sup>2</sup>, respektiewelik.

*Eiendom 3:* Eenheid 305 van die Skema SS, Spruitsigpark 207, beter bekend as Maroela 1130, Leydsstraat 420, Sunnyside, Pretoria, groot 36 m<sup>2</sup>, respektiewelik.

*Verbeterings:* Hierdie woonstelle bestaan uit 'n slaap-/sitkamer, kombuis en badkamer. Swembad in kompleks.

*Terme:* 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans binne 30 dae.

*Besigtiging en navrae:* Skakel die afslaer.

Van Vuuren Afslaers. Tel. (012) 344-4280 kantoorure, of (012) 329-3192 na-ure.

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### VAN'S AFSLAERS

#### VEILING: EIENDOM

In opdrag van die Kurator van insolvente boedel **M. J. Deyzel**, T1941/96, verkoop Van's Afslaers ondervermelde boedelbate, onderhewig aan bekragtiging, per openbare veiling op 18 Oktober om 11:00, te Judithstraat 437, Waterkloof Glen, Pretoria:

*Beskrywing:* Erf 253, Waterkloof Glen, groot 2 143 m<sup>2</sup>, respektiewelik.

*Verbeterings:* Vyfslaapkamerwoning.

*Betaling:* 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

*Inligting:* Tel. (012) 335-2974.

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### RADLEY VEILINGS BK

(CK87/02062/23)

#### INSOLVENTE BOEDELVEILING

##### TWEE NUWE DRIESLAAPKAMERDUETTE, WILLOW PARK MANOR

In opdrag van die Kurator van die insolvente boedel **C. F. en L. E. van der Walt**, T1818/96, verkoop ons die volgende:

Twee drieslaapkamerduette te Erf 60, Trollopeweg, Willow Park Manor-uitbreiding 2, Pretoria, op Vrydag, 25 Oktober 1996 om 11:00, by perseel.

*Voorwaardes van verkoop:* Deposito van 20% (twintig persent) by die toeslaan van die bod, balans 30 dae daarna, by wyse van waarborge. Bekragtigingsperiode 14 dae.

Vir nadere besonderhede, skakel Chris of Joon Radley by (012) 991-2981 (kantoorure) of (012) 991-2983 (na-ure).

Radley Veilings BK.



**CAHI AUCTIONEERS**

(Registration No. CK87/12616/23)

**LIQUIDATION AUCTION****MODERN THREE-BEDROOMED HOME IN SECURED COMPLEX OF FOUR UNITS, MORELETAPARK, PRETORIA**

Duly instructed by the Liquidator in the matter **Gauteng Guest House (Pty) Ltd**, Master's Reference T2689/96, we will sell on, Wednesday, 6 November 1996 at 11:00, on site, 569 Melkbos Street, Moreletapark:

Three-bedroomed home, main en-suite, second full bathroom, open plan fitted kitchen, electric fencing and gate control.

View by appointment.

**Terms:** 10% (ten per cent) deposit on the fall of the hammer (cash or bank cheques only), 7,5% (seven comma five per cent) buyers commission. Balance within 30 days after confirmation.

For further info contact Greg: Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.

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**CAHI AUCTIONEERS**

(Registration No. CK87/12616/23)

**LIQUIDATION AUCTION****MODERN THREE-BEDROOMED HOME, PLUS CONTENTS (HOUSEHOLD FURNITURE):****MESSINA STREET, FAERIE GLEN, PRETORIA**

Duly instructed by the Liquidator in the matter **Gauteng Guest House (Pty) Ltd**, Master's Reference T2689/96, we will sell on Wednesday, 30 October 1996 at 11:00, on site, 454 Messina Street, Faerie Glen, Pretoria:

Three-bedroomed home, main en-suite, fitted kitchen, lounge *cum* dining-room, upstairs, family/TV lounge with balcony.

**Household furniture:** Lounge suites, coffee tables, dining-room suite, framed prints, bedroom suite, etc.

View day prior 10:00 to 15:00, or by appointment.

**Terms: Property:** 10% (ten per cent) deposit on the fall of the hammer (cash or bank cheques only), 7,5% (seven comma five per cent) buyers commission. Balance within 30 days after confirmation.

**Furniture:** Cash or bank cheques only (no exceptions).

For further info contact Greg: Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.

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**CAHI AUCTIONEERS**

(Registration No. CK87/12616/23)

**LIQUIDATION AUCTION****FULLY EQUIPPED BUTCHERY, LOCK STOCK AND BARREL OR INDIVIDUAL ITEMS**

Duly instructed by the Trustee in the insolvent estate **W. D. van Vuuren**, Master's Reference T2604/96, we will sell on Friday, 18 October 1996 at 11:00, on site, Voortrekker Street, Brakpan:

Display fridges, fans, vacuum packing machine, band saws, tenderiser, boerewors maker, stainless steel tables, electronic scales, freezers, biltong driers and much more.

View day prior 10:00 to 15:00, 551 Voortrekker Street and 5 Goods Road, Brakpan.

**Terms:** R1 000 registration fee (refundable) (cash or bank cheques only).

For further info contact Greg: Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.

**CAHI AUCTIONEERS**

(Registration No. CK87/12616/23)

**LIQUIDATION AUCTION**

**EXECUTIVE OFFICE FURNITURE AND FITTINGS: ROYAL TRAVEL AGENCY (PTY) LTD, MENLYN RETAIL PARK, NEWLANDS, PRETORIA**

Duly instructed by the Liquidator in the matter **Gauteng Guest House (Pty) Ltd**, Master's Reference T2689/96, we will sell on Friday, 25 October 1996 at 10:00, on site, Royal Travel Agency (Pty) Ltd, Menlyn Retail Park, Lois Avenue, Newlands, Pretoria:

Chubb safe two-key and combination, executive desks, credenza, executive chairs, leather reception suite, screens, microwave oven, folding table, 486 computers, printers, high quality carpets, alarm system, TV, VHS recorder and much more.

View day prior 10:00 to 16:00.

*Terms:* R1 000 registration fee (refundable) (cash or bank cheques only).

For further info contact Greg: Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.

**CAHI AUCTIONEERS**

(Registration No. CK87/12616/23)

**INSOLVENT ESTATE AUCTION**

**MAGNIFICENT EMBASSY STYLED FIVE-BEDROOMED HOME—POOL, LAPA, SAUNA, SPA BATH, TENNIS COURT, SECURITY ALARM SYSTEM WITH CAMERA, PLUS CONTENTS (HOUSEHOLD FURNITURE, HIGHEST QUALITY)**

Duly instructed by the Trustee in the insolvent estate **W. D. van Vuuren**, Master's Reference T2604/96, we will sell on Tuesday, 29 October 1996 at 11:00, on site, 102 Driekoppen Road, Waterkloof Heights, Pretoria:

Comprising a luxury five-bedroomed home, entrance hall with built-in bar, formal lounge, study, dining-room, TV lounge with sliding doors onto patio overlooking pool and entertainment area, sewing-room, breakfast room, fitted kitchen, servants' quarters and double lock-up garage.

*Household furniture:* KIC bar fridge, lounge suites, bar stools, dining-room suites, coffee tables, chess set, fridges, washing machine, dishwasher, chubb two-key and combination safe, bedroom suites, hi-fi sets, variety lamps, framed mirrors, framed prints and much more.

View day prior 10:00 to 15:00, or by appointment.

*Terms: Property:* 10% (ten per cent) deposit on the fall of the hammer (cash or bank cheques only), 7,5% (seven comma five per cent) buyers commission. Balance within 30 days after confirmation.

*Furniture:* Cash or bank cheques only (no exceptions).

For further info contact Greg: Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.

**CAHI AUCTIONEERS**

(Registration No. CK87/12616/23)

**LIQUIDATION AUCTION**

**GAUTENG GUEST HOUSE (PTY) LTD—EXECUTIVE OFFICE FURNITURE, MAGNIFICENT PURPOSE MADE OAK BOARD ROOM TABLE, ROUND OAK CONFERENCE TABLE, LEATHER EXECUTIVE CHAIRS, CURTAINING AND CARPETS: MENLYN PARK OFFICE BLOCK, NEWLANDS, PRETORIA**

Duly instructed by the Liquidator in the matter **Gauteng Guest House (Pty) Ltd**, Master's Reference T2689/96, we will sell on Friday, 25 October 1996 at 11:00, on site, Menlyn Park Office Block, Lois Avenue, Newlands, Pretoria:

Steel cupboards, photo copy machine, fax machine, intercom alarm, computers, printers and much more.

View day prior 10:00 to 16:00.

*Terms:* R1 000 registration fee (refundable) (cash or bank cheques only).

For further info contact Greg: Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.

**CAHI AUCTIONEERS**

(Registration No. CK87/12616/23)

**LIQUIDATION AUCTION**

LATE MODEL CARS, LOW MILEAGE, EXCELLENT CONDITIONS, WITH ROADWORTHY CERTIFICATES,  
NO RESERVE, FINANCE AVAILABLE TO APPROVED BUYER

Duly instructed by the Liquidator in the matter **Gauteng Guest Home (Pty) Ltd**, Master's Reference T2689/96, we will sell Wednesday, 16 October 1996 at 14:00, at our Mart, 99 Beatrix Street, corner of Proes Street, Arcadia, Pretoria:

BMW 540i, BMW 328i, Honda Balade 160i, Honda Balade 160i, Gypsy caravan, Landrover, Nissan truck with enclosed body, Nissan 1400 bakkie with canopy, and much more.

View day prior.

Terms: R1 000 registration fee (refundable), (cash or bank cheques only).

For further info contact Greg or Jade: Cahu Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.

This advert is subject to change without prior notice.

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**UBIQUE AFSLAERS**

In opdrag van die Kurator in die insolvente boedel **G. S. van der Westhuizen**, T1156/96, sal die onroerende eiendom en roerende bates verkoop op Vrydag, 25 Oktober 1996 om 10:00, te Haaskraal, Potchefstroom.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-8391 of 297-3841.

Ubique Afslers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

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**UBIQUE AFSLAERS**

In opdrag van die Kurator in die insolvente boedel **M. J. en Y. Erasmus**, sal die onroerende eiendomme verkoop word op Dinsdag, 22 Oktober 1996 om 10:00, te Pamela Gardens 10, Verwoerdpark, Alberton, en om 11:00, te Andriesstraat 2, Brackenhurst, Alberton:

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-8391 of 297-3841.

Ubique Afslers, Die Meent, Van Riebeeckstraat 123, Posbus 208, Potchefstroom.

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**LEO AUCTIONEERS (PTY) LTD**

(Reg. No. 87/03427/07)

OFFERS ARE AWAITED FOR THE POPTRONIX AUDIO AND VIDEO WAREHOUSE STOCK  
(HILLFOX, FOURWAYS AND PINETOWN BRANCHES)

Duly instructed by the Liquidator of **Popular Electronics Marketing CC**, in liquidation, Master's Reference T1985/96, trading as Poptronix. All offers will be submitted on Friday, 18 October 1996 at 10:30, at our offices.

Stock consists of inter alia: TV's, hi-fi's, video recorders, radios, accessories and much more. (Sharp, Sony, Hitachi, Akai, Sansui, Grundig, Daewoo, Panasonic, Pioneer etc.) at a retail value of ± R950 000.

Conditions of sale: Offers are accepted at our offices for each us by not later than 17 October 1996 at 16:00, and must be submitted on the prescribed documentation without any amendment thereto.

Viewing and information: By appointment with Mr At Zeeman only. Stock lists and offer documentation are available at our offices to prospective buyers.

For further details contact our offices at (012) 341-1314.

**TRIDENT AUCTIONEERS**

(Reg. No. 95/00037/07)

**BYTON REFRACTORY AND INDUSTRIAL SERVICES (PTY) LTD, IN LIQUIDATION**

Duly instructed by the Liquidator in the matter **Byton Refractory and Industrial Services (Pty) Ltd**, Master's Ref. T1565/96, we will offer by public auction the assets described below completely without reserve and to the highest bidder on Thursday, 10 October 1996 at 10:30, at 8 Hennie Albert Street, Alrode South:

*Comprising:* Hyster forklifts, mining bowl, furnaces, steel tool cupboards, steel work tables, vertical presses, electric scale, vibrating table, steel shelving, hoists, Webberburn scale, pressure testers, office furniture, pallet trolleys, Ohahab compressor, mobile mixing cone, hopper, assorted tools, scrap, Panasonic photocopier, Chubb safes, crushing plant, gantry, galvanized bins.

*Viewing:* Wednesday, 9 October 1996 from 10:00 to 16:00.

*Terms:* R1 000 deposit in cash or bank-guaranteed cheque to secure buyers card. Balance to be paid in cash or bank-guaranteed cheque before removal of good. Regret no credit card facilities. VAT applicable.

For further details contact the Auctioneers on (011) 887-0008.

Auction subject to change without prior notice.

Trident Auctioneers, 700 Fifth Street, Wynberg; P.O. Box 39234, Bramley, 2018. Tel. 887-0008, 786-8503/9505/0696. Fax. 786-9288.

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**PINE KRITZINGER AFSLAERS BK****VEILING**

In opdrag van die Kurator in die insolvente boedel van **M. M. van Niekerk**, Meesterverwysing T989/96, word die volgende onroerende eiendom per openbare veiling verkoop:

*Eiendom:* Erf 1477, beter bekend as Shellylaan 29, Orkney, groot 1115,28 vierkante meter.

*Bestaande uit:* Sitkamer, eetkamer, drie slaapkamers, badkamer, aparte toilet, kombuis en opwas, motorhuis, bediende-kamer, stoorkamer en swembad. Die huis is omhein met betonmure.

En in opdrag van die Kurator in die insolvente boedel **Hendrik Jacobus Coetzee**, Meesterverwysing T689/96, word die volgende onroerende eiendom per openbare veiling verkoop:

*Eiendom:* Gedeelte 10, Erf 2877, beter bekend as Dickenslaan 135, Orkney, groot 2 390 vierkante meter.

*Bestaande uit:* Sitkamer, eetkamer, woonkamer, vyf slaapkamers, twee badkamers, kombuis en opwas, stoep met veiligheidsralies asook inrit met onderdakparkering by voordeur.

*Buitegeboue:* Drie motorhuise, bediendekamer met stort en toilet, stoorkamer. Grasdakwoonstel met 'n slaapkamer, badkamer en kombuis. Swembad, grasdaklapa, toegeruste boorgat en die woning is met betonmure omhein en met rots-afwerking.

*Wanneer:* 25 Oktober 1996.

*Hoe laat:* Om 10:00 word Shellylaan 29, Orkney, verkoop; Om 11:00 word Dickenslaan 35, Orkney, verkoop.

*Waar:* Te bostaande wonings.

*Belangrikste voorwaardes:*

*Onroerende eiendom:* 20% (twintig persent) deposito by wyse van kontant of 'n bankgewaarborgde tjek en die balans moet betaal word binne 30 dae na die bekragtiging deur die verkoper (sewe dae), by wyse van 'n bank of ander goedgekeurde waarborg. Rente is op die balans betaalbaar teen 20,25% per jaar.

Pine Kritzinger Afslaers BK, Teaklaan 1, Klerkindustria, Klerksdorp. Tel. (018) 462-9550/1.

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**RAND REALTY (PTY) LTD****PUBLIC AUCTION**

**METRO-SKINNER (PTY) LTD, IN LIQUIDATION, MASTER'S REF. T1406/96**

**UNRESERVED AUCTION: MAJESTIC HIGH RISE BUILDING OF SHOPS, OFFICES AND FLATS IN PRETORIA CBD, 159 SKINNER STREET OFF BOSMAN STREET)**

Duly instructed by the Liquidator we shall sell the above property being Stand 2910, Pretoria, by public auction without reserve subject to confirmation on Thursday, 17 October 1996 at 11:00:

The site, north facing measures 3 260 square metres.



*Improvements:* High rise building constructed from concrete frame with concrete panel infill, comprising basement parking, ground floor shops, seven floors of offices (north block) and 13 floors of five flats per floor i. e. 65 flats (south block). Each block has two lifts. The buildings are well constructed, in a fair state of repair and could yield an excellent return.

For further details kindly contact the Auctioneers.

*Terms:* 10% (ten per cent) bank-guaranteed cheque on the fall of the hammer, balance by way of approved bankers guarantee within 30 days. Subject to our normal conditions of sale.

Sale takes place on the spot on Thursday, 17 October 1996 at 11:00.

*Date:* 30 September 1996.

Rand Realty (Pty) Ltd, 151 Oxford Road, Parkwood.

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#### ADENDORFF AUCTIONEERS (PTY) LTD

STEEL PROCESSING SERVICES, IN LIQUIDATION, MASTER'S REF. T2068/96, AT ROSETTENVILLE, JOHANNESBURG,  
SATURDAY, 12 OCTOBER 1996 AT 10:00

As instructed by the Liquidator in the above matter, we will sell the following office furniture by public auction at our Mart, 152 Rosettenville Road, Springfield Extension 4, Johannesburg, on Saturday, 12 October 1996 at 10:00:

Two Clemeur 2500 airconditioners, executive desk, two office desks, four telephone tables, seven office chairs, typist chair, two TV tables, round table, Mercer computer with keyboard and terminals, Chubb office safe, wooden filing cabinets and Credenzas.

*Terms:* Strictly cash or bank-certified cheque on day of sale.

For further particulars contact the Auctioneers: Adendorff Auctioneers (Pty) Ltd, 152 Rosettenville Road, Springfield, Johannesburg. Tel. (011) 683-8360/1/2/3. Fax. (011) 683-8114.

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#### ADENDORFF AUCTIONEERS (PTY) LTD

NUROTIC ACTIVE WEAR CC, IN LIQUIDATION, MASTER'S REF. T4039/95, AT ROSETTENVILLE, JOHANNESBURG,  
SATURDAY, 12 OCTOBER 1996 AT 10:00

We will sell by public auction the assets listed below at 152 Rosettenville Road, Springfield, Johannesburg on Saturday, 12 October 1996 at 10:00:

69 Cartons waste material (ready-cut clothing panels ready for stitching), two tables, 11 chairs, desk, six boxes, box cutlery and kettle, four rolls packing paper, punch, etc., etc.

*Terms:* Strictly cash or bank-certified cheque on day of sale.

For further particulars contact the Auctioneers: Adendorff Auctioneers (Pty) Ltd, 152 Rosettenville Road, Springfield, Johannesburg. Tel. (011) 683-8360/1/2/3. Fax. (011) 683-8114.

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#### VERED AUCTIONEERS

##### PUBLIC AUCTION: CEMENT BATCHING PLANT AUCTION

INSOLVENT ESTATE M. E. RAUER, TRADING AS VIKING CEMENT, MASTER'S REFERENCE T1717/96

Instructed by the Joint Trustees we will sell by public auction, cement batching and blending plants, earthmoving equipment, building material, motor vehicles, site offices (semi-trailers), scrap and more.

Assets will be sold without reserve.

*Terms:* Cash or bank-certified cheque only. VAT will be added. R2 000 deposit on registration, refundable.

*Date of sale:* 21 October 1996 at 11:00, at Viking Cement, 61 Piston Road, Devland.

*View:* Friday, before the auction sale. Subject to change without notice.

*Date:* 2 October 1996.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. Tel. (011) 646-5432.

**VERED AUCTIONEERS****PUBLIC AUCTION: TIME SHARE AUCTION****INSOLVENT ESTATE: E. AND M. NEL, MASTER'S REFERENCE, T1222/95****INSOLVENT ESTATE: H. BURGER, MASTER'S REFERENCE T1611/94**

Instructed by the Trustees we will sell:

(a) Tenbury Timeshare Resort: Unit 401, Week 7.

(b) Illovo Sands Timeshare: Unit 33, Week 29.

*Date of sale:* 24 October 1996 at 17:00, at the Boardroom, Vered House, 29 Tyrone Avenue, Parkview, Johannesburg. (Near Zoo Lake).*Terms:* Cash or bank-certified cheque. VAT will be added. Sale are subject to confirmation by the Trustee.*Date:* 2 October 1996.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. Tel. (011) 646-5432.

**VERED AUCTIONEERS****PUBLIC AUCTION: BATCHING AND CLASSIFICATION PLANT AUCTION****A. R. TRADING SA (PTY) LIMITED, IN LIQUIDATION, MASTER'S REFERENCE T637/96**

Instructed by the Liquidator we will sell by public auction:

(a) Cement batching and blending plant, situated at 13 Dobson Street, Chamdor.

(b) Slag classification plant (for Lime Slag), situated at Highveld Steel, Witbank.

The plants will be sold as separate units without reserve.

*Terms:* Cash or bank-certified cheque. VAT will be added to all sales. (R2 000 deposit on registration, refundable.)*Date of sales:*

(a) Cement batching plant, Thursday, 24 October 1996 at 12:00, at 13 Dobson Street, Chamdor.

(b) Slag classification plant at Vered Boardroom, 29 Tyrone Avenue, Parkview, Johannesburg (near Zoo Lake), on Thursday, 24 October 1996 at 17:00.

View by arrangement with the Auctioneer. Vered (011) 646-5432. Fax. (011) 486-1618 or (011) 486-0310. Subject to change without notice.

*Date:* 2 October 1996.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034. Tel. (011) 646-5432.

**BID-A-BID AUCTIONEERS****INSOLVENT ESTATE**Duly instructed by the Trustee of insolvent estate **P. Blatch**, Master's Reference T507/95, we will sell Flat 11, Lakeview, Waverley Street, Deneysville, at the flat on Saturday, 19 October 1996 at 11:00.*Terms:* 20% (twenty per cent) deposit by cash or bank-guaranteed cheque immediately and the balance within 30 days of confirmation.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

**BID-A-BID AUCTIONEERS****INSOLVENT ESTATE**Duly instructed by the Trustee of insolvent estate **W. J. Cronje**, Master's Reference T931/95, we will sell Plot 4, Steel Valley Agricultural Holdings, Vanderbijlpark, at the plot on Tuesday, 15 October 1996 at 10:30.*Terms:* 20% (twenty per cent) deposit by cash or bank-guaranteed cheque immediately and the balance within 30 days of confirmation.

Bid-A-Bid CC, P.O. Box 129, Eikenhof, 1872. Tel. (011) 948-8052/3.

**CAHI AUCTIONEERS**

(Registration No. CK/87/12616/23)

**INSOLVENT ESTATE AUCTION: THREE-BEDROOMED HOME, GOLDEN OLDIE, BOKSBURG**

Duly instructed by the Trustee in the insolvent estate **S. Jonas**, Master's Reference T3800/95, we will sell Tuesday, 5 November 1996 at 11:00, on site, 53 Voortrekker Road, Boksburg, Gauteng.

Three bedrooms, entrance hall, lounge with sliding door onto garden, dining-room and fitted kitchen. Must be seen.

**Terms:** 10% (ten per cent) deposit on the fall of the hammer (cash or bank cheques only), 7.5% buyers commission. Balance within 30 days after confirmation.

For further info contact Greg: Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.

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**PROPERTY MART SALES**

Duly instructed by the Liquidator of **J. F. Smith Corporation Services CC**, Master's Ref. T2575/96, we shall sell, being Erf 944, Florida Park Extension 3, Roodepoort, 1 020 square metres in extent, situated at 360 Ontdekkers Road. Office rights approved. This is an immaculate office complex converted from a home.

**Comprising:** Large reception, seven offices—the main of which has a built-in cocktail bar, fitted kitchen, male and female toilets, all beautifully done.

**Viewing:** Sunday, 13, 20 and 27 October between 11:00 and 16:00.

Sale takes place on the spot, Tuesday, 29 October at 11:00.

**Terms:** 10% (ten per cent) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

**Auctioneers:** Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. Tel. (011) 728-1283. Fax. (011) 728-5215 a/h: (011) 462-3731. (Ref. A. W. Hartard.)

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**PROPERTY MART SALES**

Duly instructed by the Provisional Trustee in the insolvent estate **J. J. and R. M. Bosman**, Master's Ref. T2388/96, we shall sell, subject to seven days confirmation, certain Erf 78, Rynfield, Benoni, measuring 1 745 square metres and situated at 19 Ewing Street, Rynfield.

Sale takes place on the spot on Thursday, 17 October at 10:00.

**Terms:** 10% (ten per cent) deposit at the drop of the hammer in cash or bank cheque. Balance to be secured within 30 days of confirmation by bank guarantee. The purchaser is responsible for Auctioneer's commission.

**Auctioneers:** Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. Tel. (011) 728-1283. Fax. (011) 728-5215 a/h: (012) 666-9477. (Ref. Mrs C. de Vrye.)

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**PROPERTY MART SALES**

Duly instructed by the Provisional Trustee in the insolvent estate **F. F. and J. Sommer**, Master's Ref. T2111/96, we shall sell subject to seven days confirmation, certain Erf 188, Elspark, Germiston, measuring 1 307 square metres and situated at 2 Heidelberg Road.

The property is improved with dwelling comprising a lounge, dining-room, modern kitchen, three bedrooms with bic and bathroom.

Sale takes place at 2 Heidelberg Road, Thursday, 17 October at 12:00.

**Terms:** 15% (fifteen per cent) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

**Auctioneers:** Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. Tel. (011) 728-1283. Fax. (011) 728-5215 a/h: (011) 793-6164. (Ref. C. Mostert.)

**BON ACCORD AUCTIONEERS****INSOLVENCY AUCTION: NO REVERSE**

INSOLVENT ESTATE: D. F. LE ROUX, T1841/95; INSOLVENT ESTATE: W. A. WILLEMSE, T2676/95; INSOLVENT ESTATE: J. K. AND L. D. PRIESTLEY, T3015/95; INSOLVENT ESTATE: C. O. AND A. SCOTT, T2696/95; INSOLVENT ESTATE: F. CERRETELLI, T3444/95; INSOLVENT ESTATE: L. D. KEARNS, T731/96; INSOLVENT ESTATE: J. VAN VLIET, T348/96; INSOLVENT ESTATE: A. OBERHOLZER, T2561/95; INSOLVENT ESTATE: E. TAR MOHAMED, T203/96; PILOT PACKAGING AND STATIONERY CC, IN LIQUIDATION, T238/96; FACTPRO CC, IN LIQUIDATION, T239/96

Duly instructed by the Liquidators and Trustees in the above-mentioned estates we will offer for sale by public auction without reserve the following on Thursday, 17 October 1996 at 10:00:

**BON ACCORD AFSLAERS****INSOLVENTE BOEDELVEILING: 32 INDUSTRIËLE ERWE, DELMAS-UITBREIDING 14**

Behoorlik gelas deur die Kurator in die insolvente boedel **Franco Cerritelli**, Meestersverwysing T3444/95, sal ons ondergenoemde eiendomme by wyse van publieke veiling aan die hoogste bieder, sonder reserwe, onderhewig aan 'n 10 (tien) dae bekragtigings tydperk verkoop, ter plaatse op die volgende onderskeie datums:

Donderdag, 24 Oktober 1996 om 11:00:

*Onverbeterde erwe:* 1227, 1230, 1231, 1232, 1233, 1235, 1236, 1237, 1238, 1239 en 1240, Delmas-uitbreiding 14.

Donderdag, 7 November 1996 om 11:00:

*Onverbeterde erwe:* 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1257, 1259, 1260, 1261, 1262 en 1263, Delmas-uitbreiding 14.

**PARK VILLAGE AUCTIONS****GDBW INVESTMENTS CC, IN LIQUIDATION, MASTER'S REFERENCE T2066/96**

Duly instructed by this Estate's Liquidator, we will offer for sale by way of public auction, on site at First Avenue, Vorsterkroon, Industrial Area, Nigel District, Gauteng, on Wednesday, 16 October 1996, commencing at 10:30, factory premises and offices.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax. (011) 789-4369.

**PARK VILLAGE AUCTIONS****INSOLVENT ESTATE: C CONTI, MASTER'S REFERENCE T2088/96**

Duly instructed by this Estate's Trustee, we will offer by way of public auction, on site, at 487 Boundary Road, North Riding, Randburg District, Gauteng, on Tuesday, 15 October 1996, commencing 10:30, a residential dwelling.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax. (011) 789-4369.

**PARK VILLAGE AUCTIONS****INSOLVENT ESTATE: P. M. G. CLARKE, MASTER'S REFERENCE T463/96**

Duly instructed by this Estate's Trustee, we will offer by way of public auction, on site at Flat 18, Falcon Gardens, Trichardt Street, Parkdene Extension 2, Boksburg District, Gauteng, on Monday, 14 October 1996, commencing at 10:30, a simplex dwelling.

For further particulars and viewing contact the Auctioneer: Park Village Auctions. Tel. (011) 789-4375. Telefax. (011) 789-4369.



**PHIL MINNAAR AFSLAERS****BESTORWE BOEDELVEILING VAN NETJIESE DRIESLAAPKAMERWONING, SOWEL AS VOERTUIG, SECUNDA**

In opdrag van die Eksekuteur in die bestorwe boedel **J. O. Houtman**, Boedel 11174/96, verkoop ons die ondergenoemde eiendom en voertuig per openbare veiling op Dinsdag, 22 Oktober 1996 om 11:00:

*Plek van veiling:* Stefanus Schoemanstraat 5, Secunda.

*Beskrywing van eiendom:* Erf 574, bekend as Stefanus Schoemanstraat 5, Secunda, Registrasieafdeling IS, Mpumalanga, groot 918 m<sup>2</sup>.

*Verbeterings:* Hierdie woning bestaan uit drie slaapkamers, twee badkamers, ingangsportaal, sitkamer, eetkamer, kombuis, matte, teëls, diefwering, bediendekamer met toilet, enkelmotorhuis en gevestigde tuin.

*Voertuig:* 1989 BMW 320i.

*Terme: Eiendom:* 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en die balans binne 30 dae na bekragtiging. *Voertuig:* Streng kontant of bankgewaarborgde tjek.

*Besigtiging:* Daaglik.

*Navrae:* Skakel Phil Minnaar Afslaers by (012) 343-3834 of 083-700-6293.

Reg word voorbehou om losbates by te voeg of weg te laat.

Phil Minnaar Afslaers, Parkstraat 813, Sunnyside; Posbus 28265, Sunnyside, 0132, Pretoria. [Tel. (012) 343-3834.] [Fax. (012) 343-2789.]

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**CAHI AUCTIONEERS**

(Registration No. CK87/12616/23)

**INSOLVENT ESTATE AUCTION****THREE BEDROOMED HOME, MULBARTON, JOHANNESBURG**

Duly instructed by the Trustee in the insolvent estate **A. J. van Coller**, Master's Reference T2021/96, we will sell, Monday, 4 November 1996 at 11:00, on site, 1 Archibald Avenue, Mulbarton Extension 3, Johannesburg, Gauteng, Stand 910, Mulbarton Extension 3:

Three-bedroomed home main en-suite, second bathroom, fitted kitchen, dining-room, lounge with sliding door onto garden and braai area, double lock-up garage and lock-up carport.

*Terms:* 10% (ten per cent) deposit on the fall of the hammer (cash or bank cheques only). Balance within 30 days after confirmation, 7,5% (seven comma five per centum) buyers commission.

For further info contact Greg: Cahi Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250. Fax. (012) 324-2215.

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**CAPE • KAAP**

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**JUNIOR BEZUIDENHOUT AFSLAERS/EIENDOMME****INSOLVENTE BOEDELVEILING VAN KIMBERLEY-NOORD SAKE-ERF EN WOONHUIS**

Behoorlik daartoe gelas deur die Kurator in die insolvente boedels van **Phillipus Johannes Cornelius Greeff en Jacqueline Greeff**, sal ons die ondergenoemde vaste eiendom per openbare veiling verkoop op Vrydag, 18 Oktober 1996 om 11:00, by die eiendom te Gardenstraat 1, Kimberley-Noord:

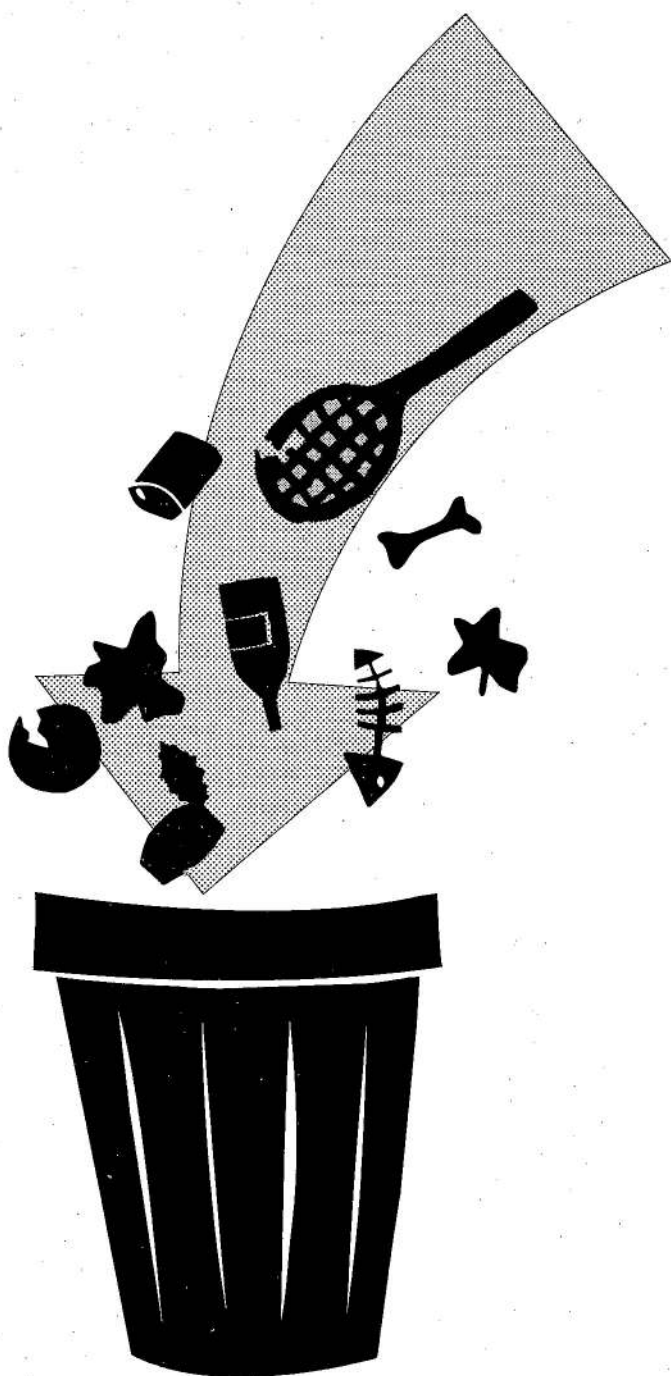
Sekere Erf 7482, geleë te Gardenstraat 1 en 1A, Kimberley-Noord. Die verbetering op die eiendom bestaan uit 'n drieslaapkamerwoonhuis asook 'n kafee van ongeveer 80 m<sup>2</sup>.

Vir besigtiging skakel Nollie by (0531) 3-2779.

*Terme:* 10% (tien persent) van die koopprys by die toeslaan van die bod en die balans teen registrasie van transport op naam van die koper. Die volledige verkoopvoorwaardes sal by die omvang van die veiling uitgelees word.

Junior Bezuidenhout Afslaers, Fabriasiweg 8, Kimberley; Posbus 977, Kimberley. Tel. (0531) 3-2779. Faks. (0531) 3-2770.

# Keep South Africa Clean



**Throw trash where it belongs**

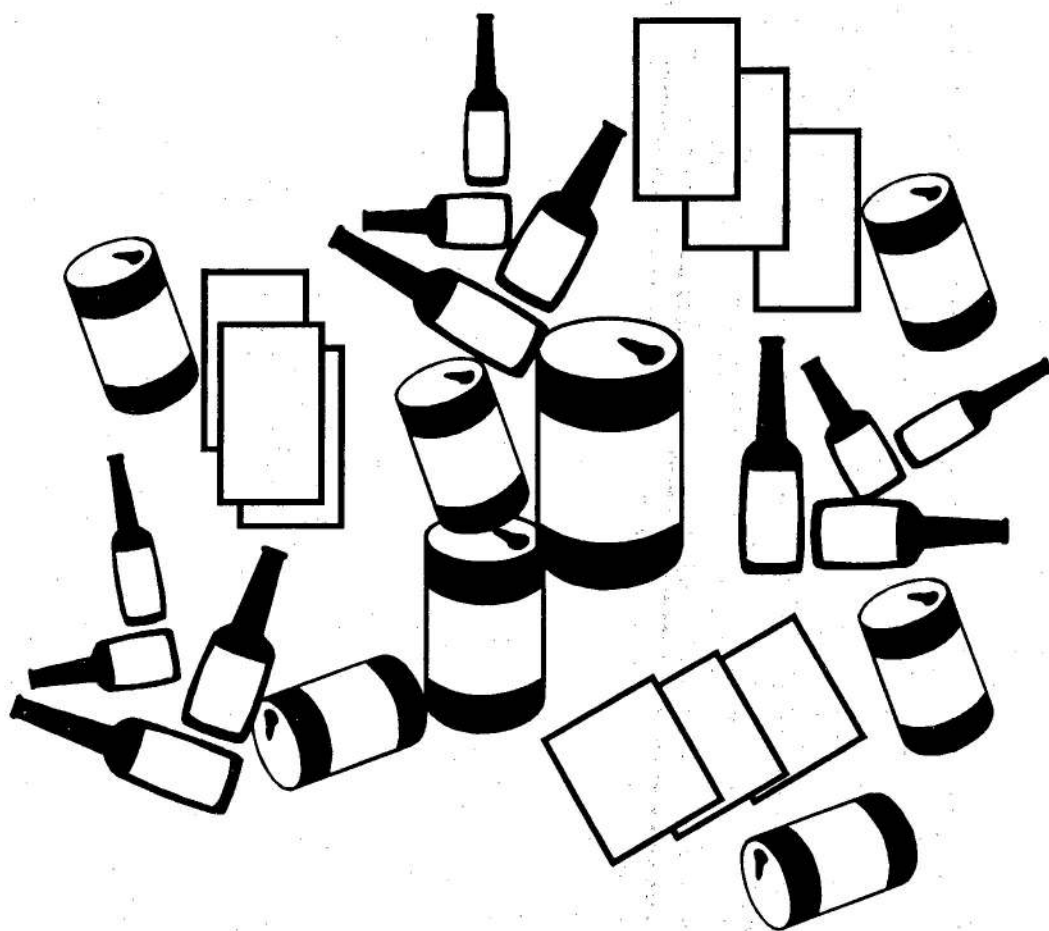
# Hou Suid-Afrika Skoon



**Gooi rommel waar dit hoort**



# RECYCLE HERGEBRUIK



Department of Environmental Affairs



## 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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