

REPUBLIC
OF
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VAN
SUID-AFRIKA

Government Gazette Staatskoerant

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No. 17629

LEGAL NOTICES

WETLIKE KENNISGEWINGS

B

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

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

LIST OF FIXED TARIFF RATES

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

LYS VAN VASTE TARIEWE
EN
VOORWAARDES
VIR PUBLIKASIE VAN WETLIKE KENNISGEWINGS IN DIE
STAATSKOERANT
(INWERKINGTREDING: 1 MEI 1995)

LYS VAN VASTE TARIEWE

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

WORD COUNT TABLE

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

WOORDETAL-TABEL

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

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

CONDITIONS FOR PUBLICATION VOORWAARDES VIR PUBLIKASIE

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN ADVERTEERDER

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

COPY

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

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

- (1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

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

KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

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

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

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie:

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

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

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

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

PROOF OF PUBLICATION

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

BEWYS VAN PUBLIKASIE

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

Important Notice

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

Belangrike Kennisgewing

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

IMPORTANT ANNOUNCEMENT

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

LEGAL NOTICES
GOVERNMENT NOTICES **1996**

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

- ▶ **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. 7854/96

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

**In the matter between SMALL BUSINESS DEVELOPMENT CORPORATION LTD, Plaintiff, and
ANTHONY LUNGI SISULUI, 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, 131 Marshall Street, Johannesburg, on Thursday, 12 December 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:

Erf 716, Observatory Extension Township, Registration Division IR, Province of Gauteng, measuring 997 (nine hundred and ninety-seven) square metres, situated at 3 Homestead Street, Observatory.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Description:* Three bedrooms, lounge/family room, single garage, gazebo, store-room, two tool sheds, bathroom, kitchen/scullery, single carport, pool, servant's room, sprinkler system, dining-room, security fencing, paving, patio and servant's bathroom.

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 this the 12th day of November 1996.

Bhikha Inc., Second Floor, 132 Fox Street (P.O. Box 510), Johannesburg. [Tel. (011) 331-9805/6.] (Ref. C11940/S314/GI/Im.)

Saak No. 6521/96

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

In die saak tussen ABSA BANK BEPERK, Eiser, en LOUWRENS ALBERTUS OPPERMAN, 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 13 Desember 1996 om 11:00:

'n Eenheid bestaande uit—

(a) Deel 32, soos aangetoon en volledig beskryf op Deelplan SS157/85, in die skema bekend as Zambesi Park, ten opsigte van die grond en gebou of geboue geleë te Erf 2035, Sinoville, beter bekend as Zambesi Parkwoning 32, Zambesiweg, Sinoville.

Plaaslike owerheid: Stadsraad van Pretoria; van welke deel die vloeroppervlakte volgens genoemde deelplan 104 (eenhonderd-en-vier) vierkante meter groot is; en

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

Gehou kragtens Akte van Transport ST58721/1994 spesiaal uitwinbaar verklaar word.

Besonderhede word nie gewaarborg nie en is soos volg: Bestaande uit 'n sitkamer, eetkamer, kombuis, drie slaapkamers en badkamer.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word lê ter insae te die kantoor van die Balju, Wonderboom, by bogemelde adres.

Geteken te Pretoria op hede die 14de dag van November 1996.

W. J. S. Bekker, vir Wilsenach Van Wyk Goosen & Bekker, Ben Viljoenstraat 311, Pretoria-Noord. (Tel. 565-4137/8/9.)

Saak No. 9912/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen ABSA BANK BEPERK (No. 86/04794/06), Eiser, en WILLEM SWANEPOEL EYBERS en ISABEL KLOPPER, Verweerders

Ter uitvoering van 'n vonnis 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 18 Desember 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 Eenheid 20, soos omskryf op Deeltitel SS470/93, in die skema bekend as Nzwaki, geleë te Vereeniging-dorpsgebied, Plaaslike Bestuur: Oostelike Vaal Metropolitaanse Substruktuur (Nzwakiwoonstelle 24, hoek van Merrimanlaan en Bothastraat, Vereeniging) groot 77 vierkante meter.

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) 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 afslaskommissie 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 13de dag van November 1996.

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

Saak No. 526/95

IN DIE LANDDROSHOF VIR DIE DISTRIK SOUTPANSBERG GEHOU TE LOUIS TRICHARDT

In die saak tussen die PLAASLIKE OORGANGSRAAD VAN GROTER LOUIS TRICHARDT, Eiser, en mev. S. J. TROLLIP, Verweerder

Ingevolge uitspraak van die Hof van die Landdros, Soutpansberg, en lasbrief tot geregtelike verkoping gedateer 13 Mei 1996, sal die ondervermelde goedere op Woensdag, 18 Desember 1996 om 10:00, te Baljukantore, Trichardtstraat 30, Louis Trichardt, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 1229, geleë te Presidentstraat 15, Louis Trichardt, Akte T20908/65.

Die verkoopvoorwaardes is ter insae by die Balju.

B. M. N. van Heerden, vir Mýburgh & Van Heerden, Devenishstraat 24 (Posbus 246), Louis Trichardt, 0920. (Verw. M. van Standen/7924.)

Saak No. 21938/93
PH 507

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en MEYER, PETRUS CORNELIUS, Verweerder

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op Donderdag, 19 Desember 1996 om 10:00, by die perseël te Viscountlaan 33, Windsor, Randburg, van die ondergemelde eiendom:

Sekere Erf 758, Windsor-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 991 (negehoonderd een-en-negentig) vierkante meter, geleë te Viscountlaan 33, Windsor, Randburg.

Erfbeskrywing: Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie: 'n 991 vierkante meter-drieslaapkamerhuis, bestaande uit 'n ontvangsportaal, sitkamer, kombuis, drie slaapkamers, twee geteelde badkamers, drie motorafdakke, stoep, vloermatte en woonstel met slaapkamer.

Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju, Randburg, Elna Randhof 9, hoek van Selkirklaan en Blairgowriestraat, Blairgowrie, Randburg, of die Eiser se prokureurs, Blakes Prokureurs, Pleinstraat 14, Johannesburg.

Geteken te Johannesburg op hierdie 13 dag van November 1996.

E. Champion, vir Blakes Ing, Prokureurs vir Eiser, Pleinstraat 14 (Posbus 5315), Johannesburg. (Verw. E. Champion/RRM056/JD.)

Case No. 3448/92

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

**In the matter between FIRST NATIONAL BANK OF S.A. LTD, trading as WESBANK, Plaintiff, and
Mrs S. M. TWALA, Defendant**

Notice is hereby given that in terms of a warrant of execution issued in the above-mentioned Court on 23 June 1992, the following property, being—

Erf 11635, kwaThema, consisting of brick building, tiled roof, garage, lounge, kitchen, bathroom and three bedrooms (not guaranteed),

will be sold on 20 December 1996 at Springs at the offices of the Sheriff for the Magistrate's Court, Fourth Street, Springs, to the highest bidder.

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 to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days of date of the sale.

The conditions of sale will lie for inspection with the Sheriff for the Magistrate's Court prior to the sale for perusal by all interested parties.

Dated at Springs on this the 12th day of November 1996.

P. de Jager, for De Jager Kruger & Van Blerk, Second Floor, Sanlam Centre, Fourth Street (P.O. Box 1078 or 835), Springs. (Tel. 812-1455/6/7/8.) (Ref. Mr De Jager/V1456.)

Saak No. 25208/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en DIE TRUSTEES VAN DIE HUIDIGE VAN DIE AMANDA SMIT TRUST, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 12 Junie 1995 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op 20 Desember 1996 om 11:00, te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule, ou Warmbadpad), verkoop:

Sekere Erf 974, geleë in die dorpsgebied Wonderboom-uitbreiding 9, Registrasieafdeling JR, Gauteng, beter bekend as Tecomastraat 123, Wonderboom-uitbreiding 9, groot 1 763 (eenduisend sewehonderd drie-en-sestig) vierkante meter.

Sonering: Spesiale Woon.

Die eiendom is verbeter en bestaan uit 'n woonhuis met vier verdiepings, portaal, sitkamer, eetkamer, twee gesinskamers, studeerkamer, ontspanningskamer, vier slaapkamers, aantrekkamer, badkamer/w.k./w.k./stort/w.k., badkamer/w.k., naald-werkkamer, kombuis, spens, opwaskamer, wassery, drie motorhuise, twee bediendekamers, w.k./stort en drie stoorkamers.

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

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

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0203).]

Case No. 6366/96**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SPRINGS HELD AT SPRINGS****In the matter between NBS BANK LIMITED, Plaintiff, and PATRICK SIBINDI, Defendant**

Pursuant to a judgment granted by the above Honourable Court dated 30 September 1996 and a warrant of execution, the undermentioned property will be sold in execution on Friday, 10 January 1997 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 14068, kwaThema Extension 2 Township, Registration Division IR, Gauteng, measuring 481 (four hundred and eighty-one) square metres, held under Deed of Transfer TL54019/1989, known as Erf 14068, kwaThema Extension 2.

Improvements: Brick building under tiled roof consisting of a lounge, kitchen, two bedrooms, bathroom and toilet.

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 Magistrates' 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 12th day of November 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/A00506.)

Case No. 5799/96**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SPRINGS HELD AT SPRINGS****In the matter between NBS BANK LIMITED, Plaintiff, and SIMON MAGWERA RAMANASANA, First Defendant, NOMUSA THABILE GLADYS RAMANASANA, Second Defendant**

Pursuant to a judgment granted by the above Honourable Court on 13 September 1996 and a warrant of execution, the undermentioned property will be sold in execution on Friday, 10 January 1997 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 21333 (formerly Erf 247), kwaThema Extension 1, Registration Division IR, Gauteng, measuring 300 (three hundred) square metres held under Deed of Transfer TL37991/1989, known as Erf 21333 (formerly Erf 247), kwaThema Extension 1.

Improvements: Brick building under tiled roof consisting of a lounge, kitchen, bathroom, toilet and two bedrooms.

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 on this 12th day of November 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/A00493.)

Saak No. 11458/96**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 JABULANI EPHRAIM MANANA, Verweerder**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van Balju, Landdroshof, Lochstraat 51, Meyerton, op 19 Desember 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, Meyerton:

Sekere Resterende gedeelte van Gedeelte 1 van Erf 157, Meyerton Farms-dorpsgebied, Registrasieafdeling IR, Transvaal, Tarentaalstraat 1, groot 541 vierkante meter.

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

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

Die koopprys sal as volg betaalbaar wees:

- (a) Tien (10) persentum van die koopprys is betaalbaar in kontant na afhandeling van die verkoping; en
- (b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 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 5de dag van November 1996.

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

Saak No. 11460/96

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
M. R. JAGEMANN en P. J. JAGEMANN, Verweerders**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van Balju, Landdroshof, Lochstraat 51, Meyerton, op 19 Desember 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, Meyerton:

Sekere Erf 55, geleë in die dorpsgebied Henley on Klip, Registrasieafdeling IR, provinsie Pretoria-Witwatersrand-Vereeniging (Rugbyweg 55), groot 1 983 vierkante meter.

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

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

Die koopprys sal as volg betaalbaar wees:

- (a) Tien (10) persentum van die koopprys is betaalbaar in kontant na afhandeling van die verkoping; en
- (b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 19,25% (een nege 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 5de dag van November 1996.

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

Saak No. 9491/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

**In die saak tussen ABSA BANK BEPERK, No. 86/04794/06, Eiser, en KAREL NICOLAAS LOTTER en
KATHLEEN ROSE LOTTER, Verweerders**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word, by die kantoor van Balju, Landdroshof, Lochstraat 51, Meyerton, op 19 Desember 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, Meyerton:

Sekere Erf 155 geleë in die dorpsgebied Meyerton, Registrasieafdeling IR, Transvaal (Reitzstraat 45), groot 2 552 vierkante meter.

Verbeterings: Ingangsportaal, sitkamer, eetkamer, twee slaapkamers, badkamer/w.c., stort, kombuis, motorhuis en buitekamer/w.c.

Terme: Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalings van artikel 66 van die Landdroschhofwet, 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, Landdroschhof, 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 afslaeskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

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

Gedateer te Vereeniging hierdie 5de dag van November 1996.

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

Saak No. 11459/96

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
KHUMOETSILE CANNETH SEHERE, Verweerder**

Ter uitvoering van 'n vonnis van die Landdroschhof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word, by die kantoor van Balju, Landdroschhof, Lochstraat 51, Meyerton, op 19 Desember 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, Landdroschhof, Meyerton:

Sekere Gedeelte 20 ('n gedeelte van Gedeelte 5) van Erf 157, Meyerton Farms-dorpsgebied, Registrasieafdeling IR, Transvaal (hoek van Tarentaal- en Camelstraat), groot 529 vierkante meter.

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

Terme: Die eiendom word verkoop aan die hoogste bieder, en die verkoping sal onderhewig wees aan die bepalings van artikel 66 van die Landdroschhofwet, 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, Landdroschhof, 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 afslaeskommissie bereken teen die tarief voorgeskryf van tyd tot tyd.

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

Gedateer te Vereeniging hierdie 6de dag van November 1996.

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

Saak No. 7968/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

**In die saak tussen ABSA BANK BEPERK (No. 86/04794/06) (TRUST BANK DIVISIE), Eiser, en
JAN HENDRIK MULDER, Verweerder**

Ter uitvoering van 'n vonnis van die Landdroschhof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van Balju, Landdroschhof, Beaconsfieldlaan 41A, Vereeniging, op 18 Desember 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, Landdroschhof, Vereeniging:

Sekere Hoewe 186, Buyscelia-landbouhoewes, Registrasieafdeling IQ, Transvaal, groot 2,2363 hektaar.

Verbeterings: Sitkamer, drie slaapkamers, badkamer/w.c./stort, kombuis, opwaskamer, motorhuis, speelkamer en drie afdakke.

Terme: Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalinge van artikel 66 van die Landdroshofwet, Wet 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: 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 7de dag van November 1996.

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

Saak No. 11462/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

**In die saak tussen ABSA BANK BEPERK (No. 86/04794/06) (UNITED BANK DIVISIE), Eiser, en
A. J. VAN ZYL en B. E. VAN ZYL, Verweerders**

Ter uitvoering van 'n vonnis 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 18 Desember 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 Erf 1231, Three Rivers-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng (Generaal Hertzogweg 135), groot 1 884 vierkante meter.

Verbeterings: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet, motorhuis en buitekamer.

Terme: Die eiendom word verkoop aan die hoogste bieder en die verkoping sal onderhewig wees aan die bepalinge van artikel 66 van die Landdroshofwet, Wet 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: Die voorwaardes van koop sal deur die Balju, Landdroshof, uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging hierdie 8ste dag van November 1996.

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

Saak No. 11094/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

**In die saak tussen ABSA BANK BEPERK (No. 86/04794/06) (UNITED BANK DIVISIE), Eiser, en
VILLA 37 RIVIERA INTERNATIONAL VILLAS CC (No. CK90/16645/23), Verweerder**

Ter uitvoering van 'n vonnis 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 18 Desember 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 Eenheid 37, soos aangetoon en volledig beskryf op Deeltitelplan SS9/88, in die gebou bekend as Riviera International Villas Two, gelê te Gedeelte 162 van die plaas Klipplaatdrift 601, Registrasieafdeling IQ, Stadsraad van Vereeniging (Eenheid 37, Riviera International Villas, Mario Milanistraat, Klipplaatdrift, Vereeniging), groot 74 vierkante meter.

Verbeterings: Motorhuis, twee slaapkamers, badkamer, sitkamer/eetkamer 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) 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: Die voorwaardes van koop sal deur die Balju, Landdroshof, uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging hierdie 11de dag van November 1996.

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

Saak No. 783/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

**In die saak tussen EERSTE NASIONALE BANK, Eiser, en J. SIPHO RAKGAHLA, Eerste Verweerder, en
L. RAKGAHLA, Tweede Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 23 Augustus 1996 en daarop volgende lasbrief vir eksekusie, die hierna gemelde eiendom op 15 Januarie 1997 om 12:00, te Landdroshof, Bronkhorstspuit, geregtelik verkoop sal word, naamlik:

Erf 344, Riamarpark, Bronkhorstspuit, Registrasieafdeling JR, Gauteng, ook bekend as Erf 344, Riamarpark, Bronkhorstspuit.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Bronkhorstspuit, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van koopsom op datum van veiling in kontant betaalbaar plus afslaerskommissie.

2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling in kontant of gewaarborg deur 'n aanvaarbare bankwaarborg.

3. Besit onderhewig aan enige huurkontrak.

4. Reserweprys wat op veiling aangekondig sal word.

Gedateer te Bronkhorstspuit op hede die 29ste dag van Oktober 1996.

Ebersohn & De Swardt, Krugerstraat 43 (Posbus 160), Bronkhorstspuit, 1020. [Tel. (01212) 2-0057/8/9.]
(Verw. MP/WE/E339.)

Saak No. 616/94

IN DIE LANDDROSHOF VIR DIE DISTRIK BRONKHORSTSPRUIT GEHOU TE BRONKHORSTSPRUIT

**In die saak tussen PLAASLIKE OORGANGSRAAD VAN BRONKHORSTSPRUIT, Eiser, en
mnr. P. J. WILBERS, Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 14 Julie 1994 en daaropvolgende lasbrief vir eksekusie, die hiernagemelde eiendom op 15 Januarie 1997 om 12:00, te Landdroshof, Krugerstraat, Bronkhorstspuit, geregtelik verkoop sal word, naamlik:

Erf 242, geleë in die dorpsgebied Ekandustria, Registrasieafdeling JR, Gauteng, ook bekend as Tungstonstraat 7, Ekandustria, Bronkhorstspuit, en neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Markstraat 30, Bronkhorstspuit, ter insae lê en behels onder andere die volgende:

1. 10% (tien persent) van koopsom op datum van veiling in kontant betaalbaar plus afslaerskommissie.

2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling in kontant of gewaarborg deur 'n aanvaarbare bankwaarborg.

3. Besit onderhewig aan enige huurkontrak.

4. Reserweprys wat op veiling aangekondig word.

Gedateer te Bronkhorstspuit op hede die 6de dag van November 1996.

Ebersohn & De Swardt, Krugerstraat 43, Bronkhorstspuit; Posbus 160, Bronkhorstspuit, 1020. [Tel. (012) 2-0057/8/9.] (Verw. AR/DS/P290.)

Saak No. 12442/96

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen EERSTE NASIONALE BANK VAN SA BEPERK, Eiser, en
MARJORIE URSULA NOZIZWE McDOLLEY, Verweerder**

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 12 Augustus 1996, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 20 Desember 1996 om 11:00:

Erf 745, geleë in die dorpsgebied The Orchards-uitbreiding 11, Registrasieafdeling JR, Gauteng, groot 796 vierkante meter, gehou kragtens Akte van Transport T45170/1994 (die eiendom is ook beter bekend as Strydomstraat 78, The Orchards-uitbreiding 11).

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met stort en toilet, alarmstelsel. Buitegeboue synde twee motorafdakke en toilet.

Zonering: 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 8ste dag van November 1996.

Mnr. G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. Vd Burg/avdp/F.1750/B1.)

Saak No. 4232/96

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

**In die saak tussen NBS BANK BEPERK, Reg No. 87/01384/06, Eiser, en CHRISTOPHER SAGARAN NAIDOO,
Eerste Verweerder, en RUBY NAIDOO, Tweede Verweerder**

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 9 Oktober 1996, die onderstaande eiendom, te wete:

Erf 930, Bakerton-uitbreiding 4-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, geleë te Buntingweg 15, Bakerton-uitbreiding 4, Springs,

in eksekusie verkoop sal word op 13 Desember 1996 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

Die volgende verbeterings skyn op die eiendom te wees, maar word nie gewaarborg nie:

Verbetering: Woonhuis van baksteen gebou, onder teëldak, bestaande uit kombuis, sitkamer, eetkamer, drie slaapkamers, badkamer 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 6de dag van November 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/N 1029.)

Saak No. 6989/96

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen SAAMBOU BANK BEPERK, No. 87/05437/06, Eiser, en DANIEL GERALD LUYT, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 8 Oktober 1996, die onderstaande eiendom, te wete:

Erf 164, Daggafontein dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, geleë te Snipeweg 11, Daggafontein, Springs,

in eksekusie verkoop sal word op 13 Desember 1996 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

Die volgende verbetering skyn op die eiendom te wees maar word nie gewaarborg nie:

Verbetering: Woonhuis van baksteen gebou, onder teëldak bestaan uit drie slaapkamers, sitkamer, eetkamer, kombuis en badkamer. *Buitegeboue:* Motorhuis en buitetoilet.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 20% (twintig persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 6de dag van November 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/L1088.)

Saak No. 7543/1996

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen SAAMBOU BANK BEPERK, No. 87/05437/06, Eiser, en SCHALK WILLEM PIETER NELL, Eerste Verweerder, en CONSTANCE NELL, Tweede Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 9 Oktober 1996, die onderstaande eiendom, te wete:

Erf 150, Casseldale dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, geleë te Victoriaweg 5, Casseldale, Springs, in eksekusie verkoop sal word op 13 Desember 1996 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

Die volgende verbetering skyn op die eiendom te wees maar word nie gewaarborg nie:

Verbetering: Woonhuis van baksteen gebou, onder sinkdak bestaan uit drie slaapkamers, sitkamer, eetkamer, kombuis en badkamer. *Buitegeboue:* Bediendekamer, toilet en dubbelmotorhuis.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 20% (twintig persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 6de dag van November 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/N1059.)

Case No. 95/16492

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS BANK LIMITED, Plaintiff, and GETHIN, WILLIAM STEPHEN, First Defendant, and GETHING, LYNNETTE JOAN, Second Defendant

Pursuant to a judgment granted by the above Honourable Court dated 1 August 1995 and a writ of attachment dated 4 August 1995, the undermentioned property will be sold in execution by the Sheriff of the Supreme Court on 13 December 1996 at 11:00, at 56 12th Street, Springs, to the highest bidder:

Erf 105, Dal Fouche Township, Registration Division IR, Province of Gauteng, measuring 983 (nine hundred and eighty-three) square metres, held by Deed of Transfer T432/1982, known as 41 Wilge Avenue, Dal Fouche, Springs.

Improvements: Single storey brick dwelling under tiled roof, consisting of lounge/dining-room, kitchen, three bedrooms, toilet, TV room, bathroom garage, servant's room and toilet, swimming-pool, steel fence, patio, concrete drive and paving.

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 fourteen (14) 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 Supreme 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 Supreme Court, Springs.

Dated at Springs this 30th day of October 1996.

Ian M. Stoloff, 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. [Tel. (011) 812-2400.]

Saak No. 21700/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS BANK LIMITED, Plaintiff, and DHARMAVIR, SHARENDRA, First Defendant, and DHARMAVIR, REENA, Second Defendant

Pursuant to a judgment granted by the above Honourable Court dated 8 October 1996, and a writ of attachment:

Immovable Property dated 21 October 1996, the undermentioned property will be sold in execution by the Sheriff of the Supreme Court on 13 December 1996 at 11:00, at 56 Twelfth Street, Springs, to the highest bidder:

Erf 252, Bakerton Extension 4 Township, Registration Division IR, Province of Gauteng, in extent 791 (seven hundred and ninety-one) square metres, held by Deed of Transfer T3682/1989, known as 31 Sunbird Road, corner of Oriole Crescent, Bakerton Extension 4, Springs.

Improvements: Single storey (part double storey) brick dwelling under tiled roof consisting of lounge, dining-room, study, kitchen, three bedrooms, two bathrooms, toilet, TV room, prayer room, laundry, scullery, dressing-room, two garages and outside toilet.

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 Supreme 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 Supreme Court, Springs.

Dated at Springs this 31st day of October 1996.

Ian M. Stoloff, 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. [Tel. (011) 812-2400.]

Case No. 6592/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and MOHAMED AYUB KHAN, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 20 September 1996, and a warrant of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs on 13 December 1996 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Property description: Erf 1098, Bakerton Extension 2 Township, Registration Division IR, Province of Gauteng, measuring 393 (three hundred and ninety-three) square metres, held by Deed of Transfer T30770/1991, also known as 9 Foxglove Street, Bakerton Extension 2, Springs.

Improvements: Brick dwelling under tiled roof consisting of kitchen, lounge, family room, dining-room, three bedrooms, two bathrooms, toilet 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 30th day of October 1996.

Ian M. Stoloff, Hammerslag 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. [Tel. (011) 812-2400.]

Case No. 6365/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and MACHUPU THOMAS FAKUDE, First Defendant, and FAKAZILE MARIA FAKUDE, Second Defendant

Pursuant to a judgment granted by the above Honourable Court dated 19 September 1996, and warrant of execution, the undermentioned property will be sold in execution on Friday, 13 December 1996 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 14064, kwaThema Extension 2 Township, Registration Division IR, Gauteng, measuring 375 (three hundred and seventy-five) square metres, held by certificate of Registered Grant of Leasehold TL32423/1990, known as Stand 14064 Extension 2, kwaThema.

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

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 30th day of October 1996.

A. V. de Swardt, Hammerslag 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/A00505.)

Case No. 6700/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and PHAKISO CLEMENT POROTA, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 2 October 1996, and a warrant of execution, the undermentioned property will be sold in execution on Friday, 10 January 1997 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 14229, kwaThema Extension 2 Township, Registration Division IR, Province of Gauteng, in extent 280 (two hundred and eighty) square metres, held under Deed of Transfer TL19263/1996, known as Erf 14229, kwaThema Extension 2.

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

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 11th day of November 1996.

A. V. de Swardt, for Hammerslag 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/A00559.)

Case No. 6171/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and JOSIAH RAMOTHIBE, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 20 September 1996, and a warrant of execution, the undermentioned property will be sold in execution on Friday, 10 January 1997 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 13927, kwaThema Extension 2 Township, Registration Division IR, Province of Gauteng, measuring 275 (two hundred and seventy-five) square metres, held under Certificate of Registered Grant of Leasehold TL7169/1990, known as Erf 13927, kwaThema Extension 2.

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

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 11th day of November 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/A00503.)

Saak No. 5985/1996

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en MUNTU JOSIAH DLADLA, Eerste Eksekusieskuldenaar, en BUSISIWE CONSTANCE DLADLA, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 20 Mei 1996 en 'n lasbrief vir eksekusie gedateer 21 Mei 1996 sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju by die kantoor van die Balju te Prince Georgelaan 439, Brakpan, op Vrydag, 17 Januarie 1997 om 11:00:

Die reg, titel en belang in huurpag van Erf 18044, Tsakane-uitbreiding 8-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 276 (tweehonderd ses-en-sewentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL20173/1990 geleë te Erf 18044, Tsakane-uitbreiding 8.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis bestaande uit sitkamer, eetkamer, twee slaapkamers, badkamer en kombuis.

Sonering: Residensieel 1.

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van Brakpan, Prince Georgelaan 439, Brakpan.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings 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 20% (twintig persent) van die koopprijs is betaalbaar onmiddellik na die verkoping.

3.2 Die balans van die koopprijs tesame met rente moet binne 14 (veertien) dae by wyse van 'n bankwaarborg verseker word.

Gedateer te Benoni op die 11de dag van November 1996.

C. de Heus, vir Du Plessis, De Heus & Van Wyk, Prokureurs vir Eksekusieskuldeiser, Marilestgebou, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mnr. De Heus/TS/AB283.)

Saak No. 18540/96

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

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en HENRY JAMES MUDGE, Eerste Verweerder, en
CAROLINA MARTINA MUDGE, Tweede Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 30 September 1996 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Wonderboom, op 20 Desember 1996 om 11:00, te Plot 83, De Onderstepoort, Bon Accord (net noord van Sasko Meule) ou Warmbadpad, verkoop:

Sekere Erf 1160, in die dorp The Orchards-uitbreiding 11, Registrasieafdeling JR, Gauteng, beter bekend as Piet Rossouwstraat 9, The Orchards-uitbreiding 11, groot 845 (agthonderd vyf-en-veertig) vierkante meter.

Sonering: Spesiale Woon.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, eetkamer, drie slaapkamers, badkamer/w.k., stort/w.k., kombuis en buitetoilet.

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

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

Dyason, vir Leopont, Prokureurs vir Eiser, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF0969).]

Case No. 2800/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and EDWARD GEORGE COLE MANS, Defendant

Notice is hereby given that on 13 December 1996 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Springs, 56 12th Street, Springs, pursuant to a judgment in this matter granted by the above Honourable Court on 5 March 1996, namely:

Certain Erf 203, Pollak Park Extension 3, Registration Division IR, Province of Gauteng, situated at 19 Marsabit Street, Pollak Park Extension 3, Springs.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of four bedrooms, two bathrooms, kitchen, lounge and family-room and outbuildings comprised of three garages and granny flat.

The full conditions of sale may be inspected at the offices of the Sheriff, Springs, 56 12th Street, Springs.

Dated at Boksburg on this 13th day of November 1996.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. [Tel. 892-3400.] (Ref. Mrs L. Pinheiro/H09074.)

Case No. 22556/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and FRANK PHILLIPES DODGEN, First Defendant,
and CATHARINA GERTRUIDA DODGEN, Second Defendant**

Notice is hereby given that on 13 December 1996 at 11:00, of the undermentioned property will be sold by public auction at the offices of the Sheriff, Springs, 56 12th Street, Springs, pursuant to a judgment in this matter granted by the above honourable court on 8 October 1996, namely:

Certain Erf 384, Dersley, Registration Division IR, Province of Gauteng, situated at 29 Corundum Avenue, Dersley, Springs.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Springs, 56 12th Street, Springs.

Dated at Boksburg on this the 13th day of November 1996.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs. L. Pinheiro/H07071.)

Case No. 5911/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SHWESHWE WILSON MAGAGULA, First Defendant, and MARTHA JANE MAGAGULA, Second Defendant

Notice is hereby given that on 13 December 1996 at 11:00, of the undermentioned property will be sold by public auction at the offices of the Sheriff, Springs, 56 12th Street, Springs, pursuant to a judgment in this matter granted by the above honourable court on 4 April 1995, namely:

Certain Erf 38, Pollak Park, Registration Division IR, Province of Gauteng, situated at 22 Alamein Street, Pollak Park, Springs.

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, dining-room, lounge, family room and outbuildings comprised two garages.

The full conditions of sale may be inspected at the offices of the Sheriff, Springs, 56 12th Street, Springs.

Dated at Boksburg on this the 13th day of November 1996.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs. L. Pinheiro/H03063.)

Saak No. 1645/94

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen S. A. DE WET, Eiser, en E. ERASMUS, Verweerder

Eksekusieverkoping gehou te word te die Landdroshof, hoek van Kloppe- en Van Stadenstrate, Rustenburg, op 13 Desember 1996 om 11:00, van:

Sekere Erf 999, Proteapark-uitbreiding 1, Rustenburg, beter bekend as Acasialaan 6, Proteapark, Rustenburg.

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

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

Die verkoopvoorwaardes kan ingesien word by die kantore van die Geregsbode, Rustenburg.

F. J. Swanepoel, en Weiss Combrink & Vennote, Steenstraat 19, Rustenburg. [Tel. (0142) 2-0311/5.] (Verw. mnr. Swanepoel/AC/ZE0138.)

Saak No. 11302/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen NBS BANK BEPERK, Eiser, en SANDRA MERLE WILKE, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word deur die Balju by die kantoor van die Balju, Landdroshof, Vereeniging, te Beaconsfieldlaan 41A, Vereeniging, op 18 Desember 1996 om 10:00:

Deel 30, soos getoon en volledig beskryf op Deelplan SS450/90 in die skema bekend as South Gate ten opsigte van die grond en gebou of geboue geleë te Gedeelte 1 van Erf 1312, Vereeniging-uitbreiding 2, munisipaliteit Vereeniging, Plaaslike Bestuur: Vereeniging, Kopanong Metropolitaanse Substruktuur, van welke deel die vloeroppervlakte volgens die voormelde deelplan 74 (vier-en-sewentig) vierkante meter groot is, gehou kragtens Akte van Transport ST37640/91.

Verbeterings: Eetkamer, sitkamer, twee slaapkamers, badkamer, toilet, kombuis, droë area en parkeerarea.

Terme: Een tiende ($\frac{1}{10}$) van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 20,25% (twintig komma twee vyf persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank- of bouvereniging- en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof, Vereeniging binne 14 (veertien) dae vanaf datum van verkoping.

Voorwaardes: Die volledige voorwaardes van verkoping lê ter insae by die kantoor van die Balju, Landdroshof, Vereeniging. Geteken te Vereeniging op hierdie 11de dag van November 1996.

J. A. M. Prinsloo, vir Rossouw & Prinsloo, N.B.S.-gebou, Merrimanlaan (Posbus 871), Vereeniging. (Verw. JAMP/avdb.)

Case No. 6725/94

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

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and KOTSI, E. G., Defendant

In pursuance of a judgment in the above Honourable Court against the above-mentioned Defendant and a warrant of execution issued on 12 January 1996, a sale without reserve of the following property will be held at 131 Marshall Street, Johannesburg, on 19 December 1996 at 10:00, viz:

Description: Erf 2341, Protea North, Registration Division IR, Transvaal, measuring 331 square metres, held under Deed of Transfer TL3970/1986.

Improvements (nothing in this respect is guaranteed): No details available.

Terms: 10% (ten per cent) of the purchase price in cash on the first 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 held within 14 (fourteen) days from the date of sale.

Auctioneer's charges 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 2,5% (two and a half per cent) up to a maximum fee of R5 000 (five thousand rand), minimum charges R20 (twenty rand).

The conditions of sale may be inspected during office hours at the office of the Sheriff, 131 Marshall Street, Johannesburg. Dated at Johannesburg this 4th day of November 1996.

Bell Dewar & Hall, Plaintiff's Attorneys, 20th Floor, 78 Fox Street, Johannesburg. (Tel. 838-8830.) (Ref. Mr Robinson/je.)

Saak No. 5260/96

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen BOLAND BANK BPK., Eiser, en A. J. P. VAN DEVENTER, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van bogemelde Agbare Hof in bogemelde saak op 11 Oktober 1996 en ter uitvoering van 'n lasbrief vir eksekusie, sal die Balju, Middelburg, op Vrydag, 13 Desember 1996 om 10:00, die ondervermelde eiendom in eksekusie verkoop te Middelburg, aan die hoogste bieder:

Die eiendom wat aldus te koop aangebied word staan bekend as Erf 1715, Middelburg-uitbreiding 4-dorpsgebied, Registrasieafdeling JS, provinsie Mpumalanga, groot 1 561 (eenduisend vyfhonderd een-en-sestig) vierkante meter, gehou kragtens Akte van Transport T65242/93.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgeles sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, Middelburg.

Aldus gedoen en geteken te Middelburg op 6 November 1996.

Terblanche & Du Preez Ing., President Krugerstraat 23 (Posbus 2128), Middelburg, 1050, DX7. [Tel. (013) 282-7304.] [Faks (013) 243-2630.] (Verw. ALT/L/BBT 474.)

Case No. 5260/96

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

In the matter between BOLAND BANK PKS LTD, Plaintiff, and A. J. P. VAN DEVENTER, Defendant

Pursuant to a judgment of the above Honourable Court dated 11 October 1996 and a warrant of execution, the under-mentioned property will be sold in execution at Middelburg on 13 December 1996 at 10:00, to the highest bidder:

The property to be sold is Erf 1715, Middelburg Extension 4 Township, Registration Division JS, Province of Mpumalanga, measuring 1561 (one thousand five hundred and sixty-one) square metres, held under Deed of Transfer T65242/93.

A deposit of 10% (ten per cent) of the purchase price, Sheriff's fees and arrear taxes is payable by the purchaser on the day of the sale in execution, the balance being payable against transfer of the property and guarantees from a bank or building society, approved by the Plaintiff's attorneys to be delivered within 14 (fourteen) days after the sale in execution to the Sheriff, Middelburg.

The conditions of sale, which will be read immediately prior to the sale, are open for inspection at the Sheriff's Offices, Middelburg.

Thus done and signed at Middelburg on this Sixth day of November 1996.

Terblanche & Du Preez Inc., 23 President Kruger Street (P.O. Box 2128), Middelburg, 1050, DX 7. [Tel. (013) 282-7304.] [Fax. (013) 243-2630.] (Ref. ALT/L/BBT 474.)

Saak No. 1271/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

In die saak tussen PIETERSBURG WHOLESALERS (EDMS.) BEPERK, Eksekusieskuldeiser, en JOHANNES LESIBA MABASA, handeldrywende as REFILOE TUCKSHOP, Eksekusieskuldenaar

Na die toekenning van vonnis in die hof van die Landdros te Pietersburg, gedateer 1 April 1996 en 'n lasbrief vir eksekusie gedateer 1 April 1996 sal die volgende geregte verkoop word op 18 Desember 1996 om 14:00, by die Landdroskantoor te Seshego, aan die hoogste bieder, te wete:

Eenheid D370, in die dorpsgebied Seshego, distrik Seshego, groot 1 113 vierkante meter, soos geregistreer in die naam van Johannes Lesiba Mabasa, kragtens Grondbrief 1969/92.

Die vernaamste verkoopvoorwaardes is:

1. 10% (tien persent) van die koopprys is betaalbaar op die dag van die veiling en die balans teen registrasie van transport.

2. Koper betaal die transportkoste.

3. Minimum prys is vasgestel deur die Balju.

4. Die volledige verkoopvoorwaardes is ter insae by die kantoor van die Balju te Seshego.

Geteken te Pietersburg op hierdie 11de dag van November 1996.

P. G. Uys, Prokureur vir Eksekusieskuldeiser, Joubertstraat 33A, Pietersburg.

Saak No. 6301/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen NBS BANK BEPERK, Eiser, en TIGEDI ALEX ABIEL MACHOBANE, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die Landdroshof, Vanderbijlpark, op 3 Januarie 1997 om 10:00:

Erf 451, Gebied 10, Uitbreiding 3, Sebokeng, in die Registrasieafdeling IQ, Gauteng, groot 437 vierkante meter, gehou kragtens Akte van Transport TL33778/90, bekend as 451, Gebied 10, Uitbreiding 3, Sebokeng.

Verbeterings: Enkelverdiepingwoonhuis, teëldak, novilon, matte, eetkamer, kombuis, drie slaapkamers, badkamer, toilet, geen buitegeboue en omheining.

Terme: $\frac{1}{10}$ (een tiende) van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 20,25% (twintig komma twee vyf persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank-, bouvereniging- en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof, Vanderbijlpark, binne 14 (veertien) dae vanaf datum van verkoping.

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

Geteken te Vereeniging op hierdie 7de dag van November 1996.

J. A. M. Prinsloo, vir Rossouw & Prinsloo, NBS-gebou, Merrimlaan (Posbus 871), Vereeniging. (Verw. JAMP/avdb.)

Saak No. 17910/96

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

**In die saak tussen STANDARD BANK VAN SUID-AFRIKA BEPERK, Eiser, en JACOMINA ELIZABETH VAN DER LITH,
Verweerderes**

Eksekusieverkoping gehou te word te Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmpadpad, Bon Accord) op 13 Desember 1996 om 11:00:

Van Jakarandahof 207, Burgerstraat 204, Pretoria-Noord, ook bekend as Gedeelte 27, soos meer volledig beskryf op Deelplan SS20/81, in die skema bekend as Jakarandahof, Pretoria-Noord, groot 64 m² (vier-en-sestig) vierkante meter.

Die eiendom is geleë en staan bekend as Jakarandahof 207, Burgerstraat 204, Pretoria-Noord.

Verbeterings bestaan uit: Woonstel met ingangsportaal, sitkamer, eetkamer, kombuis, slaapkamer, badkamer en toilet.

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

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

Die verkoopvoorwaardes kan gesien word by die Balju, Wonderboom.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Pretoria; Posbus 645, Pretoria, 0001. (mnr. Hugo/ZVDS/SB504.)

Saak No. 25949/94

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

In die saak tussen JOHANNES BENJAMIN SCHOEMAN, Eiser, en mev. G. T. W. SCHOEMAN, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof, Witbank, en 'n lasbrief vir eksekusie gedateer 29 Julie 1996 sal die vaste eiendom hierin genoem, in eksekusie verkoop word voor die Landdroskantoor, Delvillestraat, Witbank, op Vrydag, 13 Desember 1996 om 10:00:

Hoewe 83, in Clewer-landbouhoewes, Registrasieafdeling JS, Mpumalanga, groot 1,0421 (een komma nul vier twee een) hektaar.

Die eiendom synde 'n woonhuis met buitegeboue, word voetstoots verkoop aan die hoogste bieder wie alle agterstallige belastinge moet betaal, rente of eiser se eis en al die verkoopvoorwaardes moet nakom wat ter insae lê by die Balju, Witbank, en by die Eiser se Prokureurs, Van Heerden & Brummer Ingelyf.

Gedateer te Witbank, op hierdie 19de dag van November 1996.

Van Heerden & Brummer (Ingelyf), Prokureurs vir Eiser, Derde Verdieping, Disagebou, Escombestraat (Privaatsak X7286), Witbank, 1035. (Verw. mnr. Oelofse/tk/9220.)

Case No. 25949/94

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

In the matter between JOHANNES BENJAMIN SCHOEMAN, Plaintiff, and mev. G. T. W. SCHOEMAN, Defendant

In pursuance of a judgment of the above-mentioned Honouable Court and a warrant of execution dated 29 July 1996, the property listed hereunder will be sold in execution on Friday, 13 December 1996 at 10:00, in front of the Maistrate's Office, Delville Street, Witbank:

Holding 83, Clewer Agricultural Holdings, Registration Division JS, measuring 1,0421 hectare.

The property being a dwelling-house and outbuildings, will be sold voetstoots to the highest bidder who will have to pay all outstanding rates and levies, and will have to comply with the conditions of sale which are available at the office of the Sheriff, Rhodes Street, Witbank, as well as at the attorneys of the Plaintiff, Van Heerden & Brummer Incorporated.

Dated at Witbank on this the 19th day of November 1996.

Van Heerden & Brummer (Incorporated), Attorneys for Plaintiff, Third Floor, Disa Building, Escombe Street, Private Bag X7286, Witbank, 1035. (Ref. Mr Oelofse/tk/9220.)

Case No. 9212/95

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

In the matter between NBS BANK LIMITED, Plaintiff, and GEORGE PHEKO, First Defendant, and MADIKELEDI BETTY MOKOENA, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 12 January 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 15 January 1997 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 30301, Daveyton Township, situated on 30301 Judas Moldyu Street, in the Township of Daveyton, District of Benoni, measuring 232 (two hundred and thirty two) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed. A building built of brick and plaster, tiled roof, comprising of 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 14th day of November 1996.

Hammond Pole and Dixon, Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 422-1350.) (Ref. N0051B/Mrs West.)

Saak No. 5600/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG, GEHOU TE MIDDELBURG

In die saak tussen UNITED BANK, 'N DIVISIE VAN ABSA BANK BEPERK, Eiser, en P. L. TALJAARD, Eerste Verweerder, en I. M. TALJAARD, Tweede Verweerder

Ingevolge uitspraak in die Hof van die Landdros, Middelburg, en eksekusie teen goed gedateer 21 November 1994, sal die ondervermelde eiendom op Dinsdag, 7 Januarie 1997 om 11:00, te Viljoenstraat 43, Hendrina aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 196, Hendrina-dorpsgebied, Registrasieafdeling IS, provinsie Mpumalanga, groot 2 855 (tweeënduisend agthonderd vyf-en-veertig) vierkante meter, gehou kragtens Akte van Transport T17370/92.

Verkoopvoorwaardes:

1. 'n Deposito van 10% (tien per sentum) van die koopprijs op datum van verkoping met goedgekeurde bank-/bougenoetskapswaarborg vir die balans koopprijs binne 30 (dertig) dae na datum van verkoping.

2. Die verdere verkoopvoorwaardes lê ter insae by die kantore van prokureurs Esterhuysen & Botha, Markstraat 20B, Middelburg, en die Balju, Moutonstraat 61, Hendrina.

F. J. Botha, vir Esterhuysen & Botha, Posbus 68, Markstraat 20B, Middelburg, 1050. (Verw. mnr. Botha/lh/4400.)

Saak No. 5600/94

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG, GEHOU TE MIDDELBURG

In die saak tussen UNITED BANK, 'N DIVISIE VAN ABSA BANK BEPERK, Eiser, en P. L. TALJAARD, Eerste Verweerder, en I. M. TALJAARD, Tweede Verweerder

Ingevolge uitspraak in die Hof van die Landdroshof, Middelburg, en eksekusie teen goed gedateer 21 November 1994, sal die ondervermelde eiendom op Dinsdag, 7 Januarie 1997 om 11:00, te Viljoenstraat 43, Hendrina aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 196, Hendrina-dorpsgebied, Registrasieafdeling IS, provinsie Mpumalanga, groot 2 855 (tweeënduisend agthonderd vyf-en-twintig) vierkante meter, gehou kragtens Akte van Transport T17370/92.

Verkoopvoorwaardes:

1. 'n Deposito van 10% (tien per sentum) van die koopprijs op datum van verkoping met goedgekeurde bank-/bougenoetskapswaarborg vir die balans koopprijs binne 30 (dertig) dae na datum van verkoping.

2. Die verdere verkoopvoorwaardes lê ter insae by die kantore van prokureurs Esterhuysen & Botha, Markstraat 20B, Middelburg, en die Balju, Moutonstraat 61, Hendrina.

F. J. Botha, vir Esterhuysen & Botha, Posbus 68, Markstraat 20B, Middelburg, 1050. (Verw. mnr. Botha/lh/4400.)

Saak No. 9185/96

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

In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en JACOB BAREND VAN SCHALKWYK, Eerste Vonnisskuldenaar, en JANICE VAN SCHALKWYK, Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 8 Oktober 1996, sal die volgende eiendom verkoop word in eksekusie op 9 Januarie 1997 om 10:00, by die Balju se Kantoor, Parkstraat 8, Kempton Park, naamlik Erf 335, Birchleigh-Noord-uitbreiding 3:

Geleë te Gertrudestraat 24, Birchleigh-Noord-Uitbreiding 3, groot 1 053 vierkante meter.

Verkoopvoorwaardes:

1. Die gesegde eiendom sal verkoop word per opnbare veiling sonder voorbehoud en die verkoping sal onderhewig wees aan die bepalings van die Landdroshof Wet en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg in hierdie opsig gegee nie: Woonhuis.

3. Die koopprijs is betaalbaar soos volg: 20% (twintig persent) van die verkoopprijs by die verkoping en die balans moet betaalbaar of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 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 by die kantoor van die Eiser se prokureurs.

Slabbert & Visser, Vierde Verdieping, Bybelhuis, Centrallaan 18; Posbus 47, Kempton Park. Tel. 975-4941.

Saak No. 19908/96

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen FIRST NATIONAL BANK OF S A LIMITED, Eksekusieskuldeiser, en DYLAN'S INVESTMENTS CC, Eerste Eksekusieskuldenaar, en JEAN CAMPBELL, Tweede Eksekusieskuldenaar

Ter uitwinning van 'n vonnis in die Landdroshof, Johannesburg, in bogemelde saak op 15 April 1996, sal 'n verkoping gehou word op 13 Desember 1996 om 10:00, by die Landdroshof, Johannesburg, Foxstraat-ingang, Johannesburg, van die ondervermelde eiendom onderworpe aan die voorwaardes wat by die Baljukantoor, Johannesburg-Oos, ter insae lê:

Erf 345, Bellevue, ook bekend as Francisstraat 97 en 97a, Bellevue-dorpsgebied, Johannesburg, gehou deur Dylans Investments CC, kragtens Akte van Transport T49344/1989.

Die eiendom bestaan uit: *Hoofgebou*: Ingangsportaal, sitkamer, kombuis, twee slaapkamers, badkamer en aparte toilet. *Buitegebou*: Bediendekamer, toilet en stort.

Voorwaardes: 10% (tien persent) van die verkoopprijs en afslaaersgelde in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bankwaarborg of ander aanneembare waarborg binne 21 dae vanaf die datum van die verkoping aan die Balju verskaf word. Die volledige verkoopvoorwaardes kan nagesien word ten kantore van die Balju, Johannesburg-Oos, Marshallstraat 131 (tussen Eloff- en Von Brandisstraat), Johannesburg.

Gedateer te Roodepoort op die 14de dag van November 1996.

P. de Keijzer, vir Van der Merwe Inc., Van der Merwe Inc. House, Goldmanstraat 6A, Posbus 1329, Florida, 1710. (Tel. 472-4474.) (Verw. P. de Keijzer/tel/F80073.)

Case No. 4052/96

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

In the matter between NEDCOR BANK LIMITED (PERM DIVISION), Plaintiff, and JOSE MIRANDA FIDALGO, First Defendant, and LUCIA GONSALVES FIDALGO, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 11 June 1996, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 15 January 1997 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 3075, Northmead Township, situated on 46 Fourth Street, in the Township of Northmead, District of Benoni, measuring 1 021 (one thousand and twenty-one) 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 lounge, kitchen, dining-room, four bedrooms and two bathrooms.

The condition 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 15th day of November 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 422-1350.) (Ref. N57012/Mrs West.)

Case No. 7904/96**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BRAKPAN HELD AT BRAKPAN****In the matter between NEDCOR BANK LIMITED, Plaintiff, and JUNE MARGARET COETZEE, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Brakpan, on 30 September 1996, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 17 January 1997 at 11:00, at the premises of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 2552, Brakpan Township, situated at 22 Porter Avenue, in the Township of Brakpan, District of Brakpan, measuring 991 (nine hundred and ninety-one) square metres.

Zoned: Residential 1.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, corrugated iron roof, comprising a lounge, kitchen, dining-room, four bedrooms, solar room, bathroom, separate toilet/shower and entrance hall. *Outbuildings:* Bedroom, garage, toilet with wash-basin.

The conditions of sale:

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

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

Dated at Brakpan on this 15th day of November 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue, Benoni (P.O. Box 1381), Benoni, 1500. (Tel. 422-1350.) (Ref. N57060/Mrs West.)

Case No. 8477/96**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, Plaintiff, and GERRARD PILLAY, First Defendant, and MADTHU PILLAY, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni on 10 September 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 17 January 1997 at 11:00, at the premises of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 901, Leachville Extension 1 Township, situated at 8 Hartsrivier Street, in the Township of Leachville Extension 1, District of Brakpan, measuring 813 (eight hundred and thirteen) square metres, zoned Residential 1.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising of a lounge, kitchen, dining-room, family room, 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, Brakpan.

Dated at Benoni on this 15th day of November 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue, Benoni; P.O. Box 1381, Benoni, 1500. (Tel. 422-1350.) (Ref. N0100B/Mrs West.)

Case No. 2858/94

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

**In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and
ANNA HENDRIKA EMMERENTIA NEAME, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni on 11 January 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 15 January 1997 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Portion 1 of Erf 2697, Benoni Township, situated on 20 Kent Street, in the Township of Western Extension, District of Benoni, measuring 572 (five hundred and seventy-two) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: A building built or brick and plaster, tiled roof, comprising of a lounge, family room, dining-room, kitchen, three bedrooms, bathroom, w.c., two garages and servant's room.

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

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

Dated at Benoni on this 15th day of November 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 422-1350.) (Ref. B1082F/Mrs West.)

Saak No. 20145/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Eiser, en MOTSHUBELE, BUTINYANE
ADOONS, Eerste Verweerder, en MOTSHUBELE, DINKWETSE SYLVIA, Tweede 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 Pollockstraat 19, Randfontein, op 20 Desember 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 5744, Mohlakeng-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, en ook bekend as Ntsanwini-singel 5744, Mohlakeng, Randfontein, groot 250 m² (tweehonderd-en-vyftig) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou:* Drie slaapkamers, sitkamer, kombuis, badkamer en toilet.

Buitegeboue: Geen.

Konstruktuer: Baksteen met teëls. Erf is omhein met draadheining.

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

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

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

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, Johannesburg (Posbus 1588). (Tel. 334-2727.) [Verw. 04/F5469E/Rossouw/cw/(rb).]

Saak No. 388/95

IN DIE LANDDROSHOF VIR DIE DISTRIK POTGIETERSRUS GEHOU TE NABOOMSPRUIT

In die saak tussen PIET LEEB, Eksekusieskuldeiser, en TONY VAN TONDER, Eksekusieskuldenaar

Ten uitvoerlegging van 'n vonnis van die Landdroshof van Naboomspruit, toegestaan op 23 Februarie 1996 en 'n lasbrief vir eksekusie in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word te die Landdroskantore, Piet Retief, op 13 Desember 1996 om 10:00, aan die hoogste bieder, naamlik:

Eiendom: Gedeelte 27 van die plaas Idalia 496, Registrasieafdeling IT, in die provinsie Mpumalanga, groot 4,2827 (vier komma twee agt twee sewe) hektaar, gehou kragtens Akte van Transport T17925/1993, verbeter met woonhuis, buitegeboue en toegeruste boorgat.

Terme: 10% (tien persent) van die koopsom is betaalbaar in kontant op toeslaan van die bod en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit, moet verseker word deur 'n goedgekeurde bank- of bouverenigingswaarborg binne 14 dae na datum van die verkoping.

Volledige besonderhede van die verkoopvoorwaardes, wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantoor van die Balju van die Landdroshof, en kan te eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Naboomspruit op hede die 15de dag van November 1994.

Anelia Dodd, vir Theron Wessels & Vennote Ing., Eiser se Prokureur, Louis Trichardtlaan, Naboomspruit, 0560. [Tel. (014) 743-1171/2/3.] (Verw. mev. Dodd/C04419.)

Case No. 1311/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BAFANA JOSEPH KHOZA, First Defendant, and VICTORIA LINNETH KHOZA, Second Defendant

Notice is hereby given that on 13 December 1996 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Springs, 56 12th Street, Springs, pursuant to a judgment in this matter granted by the above Honourable Court on 23 April 1993, namely:

Certain Erf 1470, kwaThema Extension 1, Registration Division IR, Province of Gauteng, situated at 1470 kwaThema Extension 1, Springs (also known as 20991 kwaThema Extension 1, Springs).

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, Springs, 56 12th Street, Springs.

Dated at Boksburg on this 18th day of November 1996.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H09061.)

Case No. 792/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NTOMBELA GUMBI, Defendant

Notice is hereby given that on 13 December 1996 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Springs, 56 12th Street, Springs, pursuant to a judgment in this matter granted by the above Honourable Court on 6 February 1996, namely:

Right of leasehold in respect of certain Erf 1360, kwaThema Extension 1, Registration Division IR, Province of Gauteng, situated at 1360 kwaThema Extension 1, Springs (also known as 21090 kwaThema Extension 1).

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, Springs, 56 12th Street, Springs.

Dated at Boksburg on this 18th day of November 1996.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H09051.)

Case No. 31886/94

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and WALTER MAHLANGU, NO, First Defendant

Notice is hereby given that on 13 December 1996 at 11:00, the undermentioned property will be sold by Public Auction at the offices of the Sheriff, Springs, 56 12th Street, Springs, pursuant to a judgment in this matter granted by the above Honourable Court on 19 December 1994, namely:

Right of leasehold in respect of Certain Erf 911, kwaThema Extension 1, Registration Division IR, Province of Gauteng, situated at 911 kwaThema Extension 1.

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, Springs, 56 12th Street, Springs.

Dated at Boksburg on this 18th day of November 1996.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01760.)

Case No. 22154/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and STEPHANUS GERNARDUS PIETERS, First Defendant, and LYNETTE LORAIN PIETERS, Second Defendant

Notice is hereby given that on 13 December 1996 at 11:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, Springs, 56 12th Street, Springs pursuant to a judgment in this matter granted by the above Honourable Court, on 9 October 1996, namely:

Certain Erf 1220, Geduld Extension, Registration Division IR, Province of Gauteng, situated at 99 Escombe Avenue, Geduld Extension, Springs.

The following improvements (which are not warranted to be correct) exist on the property: Detached single storey brick residence consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room and outbuildings comprised of a garage, servants quarters.

The full conditions of sale may be inspected at the offices of the Sheriff, Springs, 56 12th Street, Springs.

Dated at Boksburg on this 18th day of November 1996.

Tuckers Inc., Second Floor, Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H09375.)

Case No. 30090/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and TAUTE: JOHANNES ANDRIES, First Defendant, and TAUTE: JOHANNA ALIDA SUSANNA, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Randfontein, at 40 Park Street, Randfontein, on Friday, 20 December 1996 at 10:00, in the forenoon, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 1034, Randgate Township, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, situated at 29 Langerman Street, Randgate, area 991 (nine hundred and ninety-one) square metres.

Improvements (not guaranteed): A brick dwelling under iron roof.

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 11th day of November 1996.

Maisels Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girtton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref.N5744E/mgh/tf.)

Saak No. 1222/96

IN DIE LANDDROSHOF VIR DIE DISTRIK STANDERTON GEHOU TE STANDERTON

In die saak tussen NEDCOR BANK BEPERK, Eiser, en DUMISANE ANDREW MAVIMBELA, Eerste Verweerder, en LINDIWE FLORENCE MAVIMBELA, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 4 Oktober 1996 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusie Skuldenaar op 18 Desember 1996 om 10:00, te 17 Caledonstraat, Standerton, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 2654, Sakhile, geleë in die dorp Standerton, Registrasieafdeling IS, Mpumalanga.

Beskrywing van eiendom: Drie slaapkamers, badkamer, kombuis, sitkamer, studeerkamer, toilet, motorhuis, teëldak en omheining, groot 500 (vyfhonderd) vierkante meter.

Geteken te Secunda op hede hierdie 7de dag van November 1996.

A. J. G. Viljoen, vir Vos, Viljoen & Becker Prokureurs, p.a. Perm-Standerton, Princesstraat 14A, Standerton. [Tel. (017) 631-2550.]

Saak No. 2697/96

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

In die saak tussen NBS BANK BEPERK, Eiser, en BAREND MATTHEUS DE KLERK, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 17 April 1996 eiendom hieronder uiteengesit en in eksekusie verkoop op 16 Januarie 1997 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Deel 49, Deelplan SS125/1981, Jean Gardens, Kempton Park-uitbreiding 8-dorpsgebied, Kempton Park/Tembisa Metropolitaanse Substruktuur, in die distrik Kempton Park, ook bekend as Jean Gardens E8, Thistle Road, Kempton Park, 60 m² (sestig) vierkante meter groot en 'n onverdeelde aandeel in die gemeenskaplike eiendom toegeken aan die genoemde deel in ooreenstemming met die deelnemende kwota soos geëndoseer in die deelplan. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Slaapkamer, badkamer, toilet, sitkamer, eetkamer, kombuis, sinkdak, 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 13de dag van November 1996.

C. Krüger, vir Nel, Oosthuizen & Krüger, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. CK/sv/M375/MID675.)

Saak No. 9082/96

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

In die saak tussen NBS BANK BEPERK, Eiser, en MARTIN NUTTALL, Eerste Verweerder, en ARLENE NUTTALL, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 10 Oktober 1996 eiendom hieronder uiteengesit en in eksekusie verkoop op 16 Januarie 1997 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Gedeelte 5, Erf 2191, Glen Marais-uitbreiding 22-dorpsgebied, Registrasieafdeling IR, Gauteng, in die distrik Kempton Park, ook bekend as Francolinweg 5, Blue Gill, Glen Marais, 482 m² (vierhonderd twee-en-tagtig) 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, twee motorhuise, teëldak 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 13de dag van November 1996.

C. Krüger, vir Nel, Oosthuizen & Krüger, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. CK/sv/M452/MIN517.)

Saak No. 8986/96

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

In die saak tussen NBS BANK BEPERK, Eiser, en JOHAN CHRISTIAN KLEYNHANS, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 10 Oktober 1996 sal die eiendom hieronder uiteengesit in eksekusie verkoop word op 16 Januarie 1997 om 10:00, by die Balju-kantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 425, Allen Grove-uitbreiding 4-dorpsgebied, Registrasieafdeling IR, in die distrik Kempton Park, ook bekend as Mangostraat 17, Allen Grove, 1 006 (eenduisend-en-ses) vierkante meter.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Drie slaapkamers, twee badkamers, twee toilette, sitkamer, eetkamer, kombuis, teëldak 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 13de dag van November 1996.

C. Krüger, vir Nel Oosthuizen & Krüger, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. CK/sv/M458/MIK557.)

**Case No. 15563/96
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 SPRENG, FRANZ XAVIER, 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, 131 Marshall Street, Johannesburg, on Thursday, 19 December 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 West, Second Floor, 32 Von Brandis Street, Johannesburg:

Erf 345, Triomf Township, Registration Division IQ, Province of Gauteng, measuring 495 square metres, held by the Defendant under Deed of Transfer T16778/1995, being 20 Sol Street, Triomf, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dressing-room, study, three bedrooms, bathroom, kitchen, separate toilet, 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 1st day of November 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA6922/JHBFCLS/Mr Abdinor/Mrs Monsanto.)

Case No. 014951/96
PH 507

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

In the matter between STANDARD BANK OF S.A. LIMITED, Plaintiff, and FENSHAM, KEVIN GRANT, First Defendant, and FENSHAM, BERYL ANNE, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) dated 2 September 1996 and writ of execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on 19 December 1996 at 10:00, at Fourth Floor, Standard Towers, 247 President Street, Germiston, to the highest bidder. The conditions of sale will be read out by the auctioneer at the time of the sale and same can be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain: Erf 2652, Primrose Township, Registration Division IR, Province of Gauteng, area 821 (eight hundred and twenty-one) square metres, situated at 23 Almond Street, Primrose, Germiston.

Improvements (not guaranteed): Entrance hall, lounge, dining-room, kitchen, three bedrooms, bath/w.c., w.c., one no. of storeys, garage, servants' quarters, a plastered brick dwelling under tiled roof, precast wall, swimming-pool and thatch.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. 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.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer 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 or other charges necessary to effect transfer on request by the said attorneys.
6. The full conditions of sale may be inspected at the office of the Acting Sheriff, Fourth Floor, Standard Towers, 247 President Street, Germiston.

Dated at Alberton on this 20th day of November 1996.

Blakes Incorporated Alberton, Second Floor, Stats Building, 2 Fore Street, New Redruth (P.O. Box 2236), Alberton. Docex 8. C/o Blakes Incorporated Johannesburg, Plaintiff's Attorneys, 14 Plein Street, Johannesburg. (Tel. 907-1522./Fax 907-2081.) (Ref. Mr N. Parker/MB/AS003/67.)

Case No. 9474/95
DX 536

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff/Execution Creditor, and TSIETSI JAMES SHELAKO, First Defendant/Execution Debtor, and SUSAN SEHLAKO, Second Defendant/Execution Debtor

On Wednesday, 18 December 1996 at 10:00, a public auction will be held at the Sheriff's Office, 41A Beacons Field Avenue, Vereeniging, pursuant to the judgment of the Court in this action, and in terms of which a warrant of execution was issued and an attachment made thereunder, in terms whereof the following property will be sold:

Certain Erf 815, Zakariyya Park Extension 4 Township, Registration Division IQ, Gauteng, measuring 480 (four hundred and eighty) square metres, situated at 815 Penny Royal Crescent, Zakariyya Park, consisting of dwelling with lounge, dining-room, kitchen, two bedrooms, bathroom and w.c.

No guarantee is given on any improvements, subject to certain servitudes as held under Deed of Transfer T44203/1994.

The material conditions of sale are:

1. The property 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 shall be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property held by the bondholder.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the purchase price immediately after the sale and the balance of the purchase price plus interest payable within 14 (fourteen) days after the date of the sale. The purchaser must within the aforementioned period pay cash or by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff 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 Execution Creditors conveyancers on request, the fees of the Sheriff for acting as auctioneer and all amounts, 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 thereof or substitution therefor.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant, pass to the purchaser upon the sale being effected. The Execution Creditor and the Sheriff give no warranty that the purchaser will be able to obtain personal occupation of the property and all risk in regard to which shall be borne by the purchaser.

6. 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, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

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

Howard Lang & Partners, c/o Chris Fourie, Plaintiff's Attorneys, 27 Second Avenue, Alberton. (Tel. 442-5740.) (Ref. Mr R. C. Clark/ms/Q1122.)

Case No. 028351/95

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

In the matter between BODY CORPORATE OAK MANSIONS, Plaintiff, and MGENGGE, T. E., Defendant

On 13 December 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 1, as shown and more fully described on Sectional Plan SS26/82, in the scheme known as Oak Mansions, situated at Yeoville Township, the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area according to the said sectional plan is 48 (forty-eight) square metres in extent, together with an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST44752/1992, also known as 113 Oak Mansions, corner of Grafton and Saunders Streets, Yeoville, Johannesburg, measuring 48 (forty-eight) square metres.

Improvements (which are not warranted to be correct and are not guaranteed): Simplex under concrete tile roof consisting of bedroom, bathroom, toilet, kitchen, lounge and dining-room combined.

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 Standard Bank Limited exceeds the price, interest amounting to the same as interest at that rate on that claim subject to such interest not exceeding the maximum allowed by law.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of the sale to be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court and/or such other person/s as he requires on transfer of the property 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 East, 131 Marshall Street, Johannesburg.

Dated at Johannesburg this 11th day of November 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.6035/R. Rothquel.)

Case No. 92417/95

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

In the matter between BODY CORPORATE OAK MANSIONS, Plaintiff, and KGASI, M.C., Defendant

On 13 December 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 23, as shown and more fully described on Sectional Plan SS26/82, in the scheme known as Oak Mansions, situated at Yeoville Township, the Greater Johannesburg Transitional Metropolitan Council of which section the floor area according to the said sectional plan is 73 (seventy-three) 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 ST21317/1993, also known as 113 Oak Mansions, corner of Grafton and Saunders Streets, Yeoville, Johannesburg, measuring 73 (seventy-three) square metres.

Improvements (which are not warranted to be correct and are not guaranteed): Simplex under concrete tiled roof consisting of bedroom, bathroom, toilet, kitchen, lounge and dining-room combined and enclosed 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 First National Bank of S.A. 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 persons/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 East, 131 Marshall Street, Johannesburg.

Dated at Johannesburg this 11th day of November 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.6205/R. Rothquel.)

Case No. 10543/94

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

In the matter between AUTO & GENERAL INSURANCE CO., LIMITED, Execution Creditor, and SAMUEL TSOTETSI, Execution Debtor

Be pleased to take notice that on 17 January 1997 at 11:15, a public auction sale will be held at the office of the Sheriff for Boksburg, 182 Leeuwpoot Street, Boksburg, at which the Sheriff of the Magistrate's 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 1537, Vosloorus Extension 2 Township, Registration Division IR, Province of Gauteng, held by virtue of Deed of Transfer TL37989/88, also known as House 1537, Vosloorus Extension 2, Boksburg.

Improvements reported (which are not warranted to be correct and are not guaranteed) (hereinafter referred to as the property).

The property shall be sold subject to any existing tenancy, subject to the provisions of section 66 (2) (a) and (c) of Act No. 32 of 1944, as amended, regarding the bond holders, as 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 shall be paid on the date of the sale and interest on the unpaid balance at the current building society rate of interest shall be payable, such unpaid balance to be secured by an acceptable guarantee within 14 (fourteen) days of the sale.

The full conditions of the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Boksburg, 182 Leeuwpoot Street, Boksburg.

Dated at Germiston this 15th day of November 1996.

Goldsteins Attorneys, Plaintiff's Attorneys, Second Floor, Standard Towers, 247 President Street, Germiston. (Tel. 873-1920.) (Ref. Mr Ziman/mj/A.495.)

Case 14297/95

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

In the matter between TRANSNET LIMITED, Plaintiff, and LODEWYK JOHAN BOUWER, 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 at 8 Park Street, Kempton Park, on Thursday, 9 January 1997 at 10:00, of the undermentioned property of the Defendant (with improvements) on the conditions to be read out by the Sheriff at the time of the sale, which conditions will lie for inspection prior to the sale, at the offices of the Sheriff, 8 Park Street, Kempton Park:

Erf 1211, situated at 16 Gazelle Avenue, Van Riebeeck Park Extension 6, Kempton Park, Gauteng, measuring 1 488 square metres, held by Lodewyk Johan Bouwer under Deed of Transfer T47892/1990.

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.

Sheriff's charges payable on the date of sale, to be calculated as follows: 5% (five per cent) on the first R30 000 of proceeds of the sale, plus 3% (three per cent) on the balance plus VAT, or a minimum charge of R26 plus VAT.

Dated at Johannesburg this day of November 1996.

Webber Wentzel Bowens, Plaintiff's Attorneys, 60 Main Street, Johannesburg; P.O. Box 61771, Marshalltown. (Dx. 26.) (Tel. 240-5000.) (Ref. Mr Le Roux/WH/T4449.)

Case No. 22369/96
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 BAAKELENG, TEBELELO JOSEPH, First Defendant, and BAAKELENG, DIMAKATSO ELIZABETH, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Randfontein, at 19 Pollock Street, Randfontein, on Friday, 20 December 1996 at 10:00, of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: The right, title and interest in the leasehold in respect of Lot 4285, Mohlakeng Extension 3 Township, Registration Division IQ, Transvaal, measuring 300 (three hundred) square metres, held under Certificate of Registered Grant of Leasehold TL11300/1989, and situated at 4285 Mohlakeng Extension 3 Township, zoned Residential (hereinafter referred to as the property).

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey residential building or brick walls and tiled roof, consisting of a lounge, kitchen, two bedrooms, bathroom and w.c. The boundary is fenced.

Terms:

(a) The property shall be sold without reserve and to the highest bidder.

(b) The purchaser shall, in addition to the purchase price bid, pay all costs and expenses incurred in connection with the sale and transfer of the property including the costs of drawing these conditions with the necessary copies thereof, Sheriff's charges and the Sheriff's commission, transfer duty, conveyancing costs, all assessment rates taxes and other municipal charges in respect of the property and generally all such amounts as may be payable for the purposes of obtaining a clearance certificate in terms of the relevant Local Government Ordinance.

(c) A deposit of 10% (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 14 (fourteen) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, 19 Pollock Street, Randfontein.

Dated at Johannesburg on this 8th day of November 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/N94516.)

Case No. 96819/94

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

**In the matter between S P BROS BUILDING CONTRACTORS CC, Execution Plaintiff, and
S. MAZIBUKO, Execution Defendant**

In terms of a judgment granted in the Magistrate's Court and a warrant of execution issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court on 13 December 1996 at 10:00, at the Magistrate's Court, Fox Street Entrance, Johannesburg, on the sale conditions as read by the Sheriff. Conditions of sale may be inspected in the office of the Sheriff, 32 Von Brandis Street, Johannesburg:

All right and title in the leasehold over Erf 3228, Moroka Township, Registration Division IQ, Province of Gauteng, in extent 614 square metres, held by virtue of Certificate of Registered Leasehold TL40389/1987, registered in the name of the Defendant Lulama Shirley Mazibuko, Identity Number 3508090218081, situated at 3228 Maroka.

Signed at Johannesburg on this 15th day of November 1996.

Jac van Niekerk & Partners Inc., Attorneys for Execution Plaintiff, Fourth Floor, North State Building, 95 Market Street (corner of Kruis Street) (P.O. Box 88), Johannesburg. (Docex 606.) (Tel. 333-2144/5/6/7/8/9.) (Ref. J. Senekal/av/P31/101849.)

Case No. 19160/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MAMAKAU JULIUS
TSHEHLA, First Defendant, and MMAMASHE NONNA TSHEHLA, Second Defendant**

In execution of a judgment of the above Honourable Court and writ of execution, the following property will be sold in execution on Friday, 13 December 1996 at 11:00, by the Sheriff of the Supreme Court, Wonderboom, held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), to the highest bidder:

Erf 220, Mamelodi Sun Valley Township, Registration Division JR, Transvaal, measuring 475 (four hundred and seventy-five) square metres, held under Deed of Transfer T54587/94, subject to the conditions contained therein and specially subject to the reservation of Mineral Rights.

The following further information is supplied, but no liability will be accepted in the event of it being incorrect or incomplete in any respect whatsoever:

Street address: 220 Sun Valley, Mamelodi, Sun Valley.

Improvements: Dwelling consisting of lounge, kitchen, two bedrooms, bathroom and toilet.

Reserved price: The property is being sold without reserve.

Terms and conditions:

Terms: The purchase price shall be payable as follows: 10% (ten per cent) thereof on the day of the sale and the balance must be secured within 30 (thirty) days from date of sale by means of a bank or building society guarantee.

Conditions: The full conditions of sale, which will be read out by the Sheriff of the Supreme Court of Wonderboom, prior to the sale, may be inspected at the offices for the Sheriff for the Supreme Court, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Signed at Pretoria on 6 November 1996.

F. M. Nel, Truter & Wessels, Attorneys for Plaintiff, Fifth Floor, De Kleine Admiraal, 76 Andries Street, Pretoria. (Ref. NEL/S3/80/BK.)

Case No. 31157/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between BORE BILBILOVSKI, Plaintiff, and LAI-LAM, Defendant

In pursuance of a judgment in the above Honourable Court on 26 June 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 12 December 1996 at 10:00, at the Sheriff, Johannesburg, Central Offices, 131 Marshall Street, Johannesburg, to the highest bidder:

Certain Erf 765, Marshalltown Township, Registration Division IR, Province of Gauteng, situated at Albany House, 23 Grahamstown Street, Marshalltown, in extent 248 square metres, held by Deed of Transfer T7232/1946.

The following improvements are reported to be on the property, but nothing is guaranteed: Ground floor with shops, three storeys of offices and a servants' quarters on the roof.

The purchase price will be payable as per 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, Johannesburg Central.

Dated at Johannesburg on this 18th day of November 1996.

Dockrat Incorporated Attorneys, 4 Roberts Avenue, Kensington, Johannesburg. (Tel. 618-2247/8/9.) (Ref. Mr F. Laher.)

Saak No. 5133/90

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen ABSA BANK BPK (86/04794/06), Eiser, en PHAKISO JOHANNES MOLAKENG, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 2 Augustus 1996 sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 3 Januarie 1997 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Erf 560, Sebokeng, Eenheid 10, Uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, Transvaal (Gauteng), groot 563 (vyfhonderd drie-en-sestig) vierkante meter.

Verbeterings: Ingangsportaal, sitkamer, drie slaapkamers, kombuis, badkamer en toilet. *Buitegeboue:* Geen.

Verkoopvoorwaardes:

1. Eiendom sal verkoop word aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalinge van artikel 66 van die Landdroshowet, 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 beperkings soos neergelê in die titelvoorwaardes van die eiendom.

Gedateer te Vanderbijlpark op 6 November 1996.

Pienaar, Swart & Nkaiseng, Tweede Verdieping, Ekspagebou, Attie Fouriestraat, Vanderbijlpark; Privaatsak X041, Vanderbijlpark, 1900. [Tel. (016) 81-4651/2/3.] (Verw. IP/160141.)

Case No. 25581/96

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
MAREE ELSABE, 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, Germiston North, Fourth Floor, Standard Towers, President Street, Germiston, on 19 December 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 office of the Sheriff, Fourth Floor, Standard Towers, President Street, Germiston:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single storey dwelling-house under iron roof consisting of entrance hall, lounge, dining-room, kitchen, bathroom, toilet, two servants' rooms, five offices, kitchen, toilet, outside toilet and shower and swimming-pool, being Portion 2 of Erf 39, Edendale, situated at 34 Fifth Avenue, Edenvale, measuring 991 (nine hundred and ninety-one) square metres, Registration Division IR, Transvaal, held by the Defendant under Title Deed T37385/93.

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 charges R260 (two hundred and sixty rand).

Dated at Randburg this 13th day of November 1996.

Bezuidenhout van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg; c/o Ninth Floor, North State Building, corner of Market and Kruis Streets, Johannesburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)

Case No. 2390/95
PH 2

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

**In the matter between NBS BANK LIMITED, Plaintiff, and THATS MARKETING CC, First Defendant, and
MONG-SENG WU, 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 13 December 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, 10 Conduit Street, Kensington B.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Double-storey dwelling-house under concrete roof consisting of two lounges, dining-room, study, kitchen, four bedrooms, three bathrooms, two showers, four toilets, entrance hall, family room, laundry, sewing-room, bar, two dressing-rooms vault, scullery, five garages, two carports, servants' quarters with toilet, shower and kitchen and two store-rooms, being 845 Lonehill Extension 9, situated at 17 Hoogenhout Crescent, Lonehill Extension 9, measuring 2 488 (two thousand four hundred and eighty-eight) square metres, Registration Division IR, held by the Defendants under Title Deed T84218/94.

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 charges R260 (two hundred and sixty rand).

Dated at Randburg this 12th day of November 1996.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg; c/o Ninth Floor, North State Building, corner of Market and Kruis Streets, Johannesburg. (Tel. 789-3050.) (Ref. Mr Fourie/sc.)

Saak No. 45144/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen N. F. TIBANE, Eiser, en M. E. SETSHAENA, Verweerder

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie gedateer 25 September 1996, sal hierdie ondervermelde eiendom geregtelik verkoop word op 20 Desember 1996 om 11:00, te kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, Pretoria-Noord, aan die persoon wie die hoogste bod maak:

Erf 23407, Mamelodi-uitbreiding 4.

Die volgende verbeterings is op die eiendom aangebring maar word nie gewaarborg nie: Tweeslaapkamerwoning, sitkamer, kombuis, badkamer en aparte toilet.

Die eiendom word sonder 'n reserweprys aan die hoogste bieder verkoop. 'n Deposito van 10% (tien persent) word vereis en die balans by wyse van 'n bank- of bouverenigingswaarborg binne 14 (veertien) dae vanaf datum van die verkoping. Volledige verkoopvoorwaardes sal voor die verkoping afgelees word en is ter insae beskikbaar by die Balju, Wonderboom, se kantore.

Geteken te Pretoria op hede die 20ste dag van November 1996.

Van Zyl Le Roux & Hurter Ing., Tweede Verdieping, Kerkplein 38, Pretoria. (Tel. 323-0500.) (Verw. mnr. Botha/RDB/107511.)

Case No. 376/96

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

In the matter between FIRST NATIONAL BANK OF S.A. LTD, Plaintiff, and MADIKOE FRANCE LOATE, First Defendant, and MARGARET RAESSETJA LOATE, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 18 June 1996 and a writ of execution issued pursuant thereto, the property listed hereunder will be sold by execution by the Sheriff on 13 December 1996 at 11:15, at the offices of the Sheriff of the Court, Boksburg, to the highest bidder:

Certain Erf 17529, Vosloorus Extension 25, Registration Division IR, Province of Gauteng, together with improvements, situated at 17529 Vosloorus Extension 25, in the District of Boksburg, measuring 315 (three hundred and fifteen) square metres.

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 14th day of November 1996.

G. V. Gordon, for Gregory Gordon, Attorney for Plaintiff, 44 Centrepont, Mezzanine Floor, corner of Market and Trichardt Streets, Boksburg. (Tel. 917-4540.) (Ref. Mr G. Gordon.)

Case No. 13269/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DAWID JOHANNES LUES, First Defendant, and MONA LUES, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at 73A Caledon Street, Standerton, on Friday, 20 December 1996 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Standerton, 17 Caledon Street, Standerton, and will be read out prior to the sale.

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

Property: Portion 1 of Erf 561, situated in the Town of Standerton, Registration Division IS, Transvaal, known as 73A Caledon Street, Standerton.

Improvements: Entrance hall, four bedrooms, two bathrooms, separate toilet, kitchen, pantry, lounge, family room, dining-room and two garages.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT 4339.)

Saak No. 402/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BELFAST GEHOU TE BELFAST

In die saak tussen JOHANNES ADOLF VAN WYK, Eiser, en THUKA BELEGGINGS (EIENDOMS) BEPERK, Verweerder

Ingevolge uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 24 Oktober 1996, sal die ondervermelde eiendom geregtelik verkoop word op Vrydag, 10 Januarie 1997 om 10:00, te die Landdroskantore, Van Riebeeckstraat, Belfast, Mpumalanga, aan die hoogste bieder, naamlik:

Gedeelte 13 ('n gedeelte van Gedeelte 3) van die plaas Klipfontein 385, Registrasieafdeling JS, provinsie Mpumalanga, groot 63,2660 hektaar, gehou kragtens Akte van Transport T9045/1991 (eiendom geleë teen Siyathuthuka-dorpsgebied. Moontlike dorpstigting potensiaal. (Perseel sonder verbeterings.)

Die verkoopvoorwaardes, wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Belfast, en die prokureur vir die Eiser hieronder genoem.

Aldus gedoen en geteken te Belfast op hierdie 19de dag van November 1996.

E. P. de Villiers, vir De Villiers Prokureurs, Fitzgeraldstraat 26, Posbus 111, Belfast, 1100. [Tel. (01325) 3-1148/9.] (Verw. EPDEV/rj/2194.)

Case No. 24329/96

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and Mr ASHVINKUMAR RAMANLAL AKOOBHAI, First Defendant, and Mrs PRINCILLA AKOOBHAI, Second Defendant

Pursuant to a judgment of the above Honourable Court dated 29 April 1996 and a warrant of execution dated 7 June 1996, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 13 December 1996 at 10:00, at the Johannesburg Magistrate's Court, Fox Street Entrance:

Certain Erf 318, Judith's Paarl Township, Registration Division IR, Transvaal, situated at 99 Berea Road, Judith's Paarl, Johannesburg.

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

Improvements: A dwelling consisting of an entrance hall, lounge, dining-room, kitchen, three bedrooms and two bathrooms, area 447 square metres. *Outbuildings:* Servant's room, storeroom and toilet. Property's held under Deed of Transfer T8111/93.

Terms: The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale and the unpaid balance together with interest thereon to date of registration of transfer, shall be paid or secured by an unconditional or approved bank or building society guarantee within 14 (fourteen) days of the date of sale to the Sheriff for the Magistrate's Court. The full conditions of sale may be inspected at the offices of the Sheriff, at 131 Marshall Street, Johannesburg.

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

R. Reichman-Israelsohn, for Israelsohn Inc., 107 Oxford Road, Rosebank, Johannesburg. (Tel. 880-2091.) (Ref. Ha0163/COLL/RG/LB.)

CAPE • KAAP

Saak No. 4158/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Kaaip die Goeie Hoop Provinsiale Afdeling)

In die saak tussen BOLAND BANK PKS BEPERK, Eiser, en AGTERBAAI PROPERTY HOLDINGS BK, Eerste Verweerder, en BRUCE ALAN MANDERSON, Tweede Verweerder

Geliewe kennis te neem dat die onderstaande eiendomme op Vrydag, 20 Desember 1996 om 11:00 by die eiendom algemeen bekend as Gedeelte 15 van die plaas Rheeboekfontein 142, in die afdeling Mosselbaai, Wes-Kaap-provinsie, te koop aangebied word:

1. Erf 2143, in die munisipaliteit Groot-Brakrivier, afdeling Mosselbaai, in die Wes-Kaap-provinsie, groot 2,0863 (twee komma nul agt ses drie) hektaar, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Titel T5546/1994, onderhewig aan die voorwaardes daarin vervat.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Onontwikkelde kleinhoewe sonder enige verbeterings.

2. Erf 2144, in die munisipaliteit Groot-Brakrivier, afdeling Mosselbaai, in die Wes-Kaap-provinsie, groot 2,3760 (twee komma drie sewe ses nul) hektaar, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Titel T5546/1994, onderhewig aan die voorwaardes daarin vervat.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Onontwikkelde kleinhoewe sonder enige verbeterings.

3. Erf 2145, in die munisipaliteit Groot-Brakrivier, afdeling Mosselbaai, in die Wes-Kaap-provinsie, groot 2,1013 (twee komma een nul een drie) hektaar, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Titel T5546/1994, onderhewig aan die voorwaardes daarin vervat.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Onontwikkelde kleinhoewe sonder enige verbeterings.

4. Erf 2148, in die munisipaliteit Groot-Brakrivier, afdeling Mosselbaai, in die Wes-Kaap-provinsie, groot 1,3208 (een komma drie twee nul agt) hektaar, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Titel T5546/1994, onderhewig aan die voorwaardes daarin vervat.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Onontwikkelde kleinhoewe sonder enige verbeterings.

5. Erf 2149, in die munisipaliteit Groot-Brakrivier, afdeling Mosselbaai, in die Wes-Kaap-provinsie, groot 1,5302 (een komma vyf drie nul twee) hektaar, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Titel T5546/1994, onderhewig aan die voorwaardes daarin vervat.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Onontwikkelde kleinhoewe sonder enige verbeterings.

6. Erf 2150, in die munisipaliteit Groot-Brakrivier, afdeling Mosselbaai, in die Wes-Kaap-provinsie, groot 1,6200 (een komma ses twee nul nul) hektaar, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Titel T5546/1994, onderhewig aan die voorwaardes daarin vervat.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Onontwikkelde kleinhoewe sonder enige verbeterings.

7. Erf 2152, in die munisipaliteit Groot-Brakrivier, afdeling Mosselbaai, in die Wes-Kaap-provinsie, groot 3,3256 (drie komma drie twee vyf ses) hektaar, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Titel T5546/1994, onderhewig aan die voorwaardes daarin vervat.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Onontwikkelde kleinhoewe sonder enige verbeterings.

8. Erf 2153, in die munisipaliteit Groot-Brakrivier, afdeling Mosselbaai, in die Wes-Kaap-provinsie, groot 3,1539 (drie komma een vyf drie nege) hektaar, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Titel T5546/1994, onderhewig aan die voorwaardes daarin vervat.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Onontwikkelde kleinhoewe sonder enige verbeterings.

9. Erf 2155, in die munisipaliteit Groot-Brakrivier, afdeling Mosselbaai, in die Wes-Kaap-provinsie, groot 1,5157 (een komma vyf een vyf sewe) hektaar, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Titel T5546/1994, onderhewig aan die voorwaardes daarin vervat.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Onontwikkelde kleinhoewe sonder enige verbeterings.

10. Erf 2156, in die munisipaliteit Groot-Brakrivier, afdeling Mosselbaai, in die Wes-Kaap-provinsie, groot 2,6562 (twee komma ses vyf ses twee) hektaar, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Titel T5546/1994, onderhewig aan die voorwaardes daarin vervat.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Onontwikkelde kleinhoewe sonder enige verbeterings.

11. Erf 2157, in die munisipaliteit Groot-Brakrivier, afdeling Mosselbaai, in die Wes-Kaap-provinsie, groot 1,2179 (een komma twee een sewe nege) hektaar, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Titel T5546/1994, onderhewig aan die voorwaardes daarin vervat.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Onontwikkelde kleinhoewe sonder enige verbeterings.

12. Erf 2158, in die munisipaliteit Groot-Brakrivier, afdeling Mosselbaai, in die Wes-Kaap-provinsie, groot 1,2965 (een komma twee nege ses vyf) hektaar, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Titel T5546/1994, onderhewig aan die voorwaardes daarin vervat.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Onontwikkelde kleinhoewe sonder enige verbeterings.

13. Erf 2159, in die munisipaliteit Groot-Brakrivier, afdeling Mosselbaai, in die Wes-Kaap-provinsie, groot 1,1952 (een komma een nege vyf twee) hektaar, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Titel T5546/1994, onderhewig aan die voorwaardes daarin vervat.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Onontwikkelde kleinhoewe sonder enige verbeterings.

14. Erf 2160, in die munisipaliteit Groot-Brakrivier, afdeling Mosselbaai, in die Wes-Kaap-provinsie, groot 1,4949 (een komma vier nege vier nege) hektaar, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Titel T5546/1994, onderhewig aan die voorwaardes daarin vervat.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Onontwikkelde kleinhoewe sonder enige verbeterings.

15. Erf 2161, in die munisipaliteit Groot-Brakrivier, afdeling Mosselbaai, in die Wes-Kaap-provinsie, groot 1,2208 (een komma twee twee nul agt) hektaar, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Titel T5546/1994, onderhewig aan die voorwaardes daarin vervat.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Onontwikkelde kleinhoewe sonder enige verbeterings.

16. Erf 2162, in die munisipaliteit Groot-Brakrivier, afdeling Mosselbaai, in die Wes-Kaap-provinsie, groot 1,2603 (een komma twee ses nul drie) hektaar, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Titel T5546/1994, onderhewig aan die voorwaardes daarin vervat.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Onontwikkelde kleinhoewe sonder enige verbeterings.

17. Erf 2165, in die munisipaliteit Groot-Brakrivier, afdeling Mosselbaai, in die Wes-Kaap-provinsie, groot 6 720 m² (ses sewe twee nul vierkante meter) gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Titel T5546/1994, onderhewig aan die voorwaardes daarin vervat.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Onontwikkelde kleinhoewe sonder enige verbeterings.

18. Erf 2166, in die munisipaliteit Groot-Brakrivier, afdeling Mosselbaai, in die Wes-Kaap-provinsie, groot 1,0708 (een komma nul sewe nul agt) hektaar, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Titel T5546/1994, onderhewig aan die voorwaardes daarin vervat.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Onontwikkelde kleinhoewe sonder enige verbeterings.

19. Erf 2141, in die munisipaliteit Groot-Brakrivier, afdeling Mosselbaai, in die Wes-Kaap-provinsie, groot 5,2535 (vyf komma twee vyf drie vyf) hektaar, gehou deur die Verweerder kragtens Sertifikaat van Geregistreerde Titel T46887/1995 onderhewig aan die voorwaardes daarin vervat.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Bovermelde eiendom bestaan uit die strate in die ontwikkeling waarby erwe 2143–2166 hierbo beskryf, ingesluit is.

20. Restant Erf 2140, Groot-Brakrivier, in die munisipaliteit van Groot-Brakrivier, afdeling Mosselbaai, in die Wes-Kaap-provinsie, welke eiendom onderverdeel is kragtens Algemene Plan 10306/1994, groot 48,9244 (vier agt komma nege twee vier vier) hektaar, gehou deur die Verweerder kragtens Transportakte T5546/1994, onderhewig aan die voorwaardes daarin vervat.

Alhoewel daar geen waarborg gegee word nie, word die volgende inligting verskaf: Onontwikkelde kleinhoewe sonder enige verbeterings.

'n Deposito van 10% (tien persent) van die koopsom is in kontant by die veiling betaalbaar en die res teen registrasie van transport van die eiendom.

Die volledige veilingvoorwaardes lê ter insae by die Balju van die Hooggeregshof, Mosselbaai, en by Van der Spuy & Vennote, Boland Bankgebou, Laer Burgstraat 18, Kaapsad. Volledige aanwysings van hoe om by die terrein waar die verkoping gehou word op die dag van die veiling te kom, is beskikbaar by die Balju, Tel. (0444) 3143.

Gedateer te Kaapstad op hede die 12de dag van November 1996.

Van der Spuy & Vennote, Prokureurs vir Eiser, Derde Verdieping, Boland Bankgebou, Laer Burgstraat 18, Kaapstad. (Tel. 419-3622.) (Faks 418-1329.) [Verw. D. Beukes/rvz(MZ).]

Case No. 4179/96

IN THE MAGISTRATE'S COURT OF EAST LONDON HELD AT EAST LONDON

In the matter between FIDELITY BANK LTD, INCORPORATING THE FORMER EASTERN PROVINCE BUILDING SOCIETY, Plaintiff, and Mr DAMBILE HENRY SOTYIFA, First Defendant, and Mrs THIBEKA PRUDENCE SOTYIFA, Second Defendant

In pursuance of a judgment of the above Honourable Court, dated 12 April 1996 and a warrant of execution, against immovable property issued pursuant thereto, the undermentioned property will be sold in execution on 19 December 1996 at 09:00, at the Magistrate's Court, Lower Oxford Street, East London:

Erf 7836, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 1 386 (one thousand three hundred and eighty-six) square metres, held by the Mortgagor under Deed of Transfer T4645/1993, this property is also known as 73 Vincent Road, Vincent, East London, held by the Mortgagors under Bond B5425/1993, subject to the conditions therein contained.

Nothing in regard to the property or any buildings which may be erected is guaranteed.

The conditions of sale subject to which the property will be sold will lie for inspection at the office of the Sheriff of the Magistrate's Court, Lower Oxford Street, East London, from the date of publication of this notice.

Dated at East London this 15th day of November 1996.

Bradfield & Cocks, Plaintiff's Attorneys, Fourth Floor, First National Bank Building, corner of Oxford and Union Streets, East London. (Mr J. N. Cocks/ALP.)

Case No. 29062/96

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

In the matter between UNITED BANK, a division of ABSA BANK LIMITED, Judgment Creditor, and PATRICK JACOBS, First Judgment Debtor, and SHARIFA JACOBS, Second Judgment Debtor

In pursuance of judgment granted on 3 September 1996, in the Wynberg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 20 January 1997 at 12:00, at 21 Radiant Square, Sixth Avenue, Grassy Park, to the highest bidder:

Description: Section 21, Radiant Square, in extent 51 (fifty-one) square metres.

Postal address: 21 Radiant Square, Sixth Avenue, Grassy PA.

Improvements: First floor flat, consisting of two bedrooms, kitchen, lounge, bathroom and toilet, held by the Defendant in his name under Deed of Transfer ST6288/94.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the Bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Electric Road, Wynberg.

Dated at Athlone on this 9th day of October 1996.

R. Ahmed, for Gihwala Abercrombie, Plaintiff's Attorneys, Second Floor, Kismet Plaza, Old Klipfontein Road, Athlone, 7764; P.O. Box 21, Athlone, 7760. [Tel. (021) 696-6319.]

Case No. 80177/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT
TODD CHAMBERS, TODD STREET, PORT ELIZABETH**In the matter between FIDELITY BANK LIMITED, Plaintiff, and ELIZABETH ANN KNIGHT N.O., First Defendant, and DEREK JOHN KNIGHT N.O., Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 23 August 1996 the property listed hereunder will be sold in execution on Friday, 13 December 1996 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth, to the highest bidder and for cash:

Erf 962, Mill Park, situated in the Municipality and Division of Port Elizabeth, in extent 714 (seven hundred and fourteen) square metres, situated at 126 Cape Road, Mill Park, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: A restaurant business has been conducted from the premises fully equipped kitchen granny flat at the back of premises.

Conditions of sale: The purchase price will be payable as to a deposit in cash on 10% (ten per cent) and the balance against transfer. The full conditions of sale will read immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth. A substantial building society loan can be arranged for an approved purchaser.

Dated at Port Elizabeth this 11th day of November 1996.

S. K. Gough, for Rushmere Noach Incorporated, Plaintiff's Attorneys, Second Floor, 21 Chapel Street, Port Elizabeth. (Ref. Mr S. K. Gough/dm/W045233.)

Saak No. 2456/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KNYSNA GEHOU TE KNYSNA

In die saak tussen NEDCOR BANK BEPERK, Eksekusieskuldeiser, en B. G. en W. A. WITBOOI, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Knysna en 'n lasbrief vir eksekusie gedateer 4 Oktober 1996, sal die volgende eiendom in eksekusie verkoop word op Maandag, 23 Desember 1996 om 10:00, te die Landdroskantore, Hoofstraat, Knysna, naamlik:

Erf 3781, Knysna, in die munisipaliteit en afdeling Knysna, ook bekend as Johnathanstraat 1146, Hornlee, Knysna, groot 504 (vyfhonderd-en-vier) vierkante meter, gehou kragtens Transportakte T40397/95.

Verbeterings: Twee slaapkamers, kombuis, sitkamer en badkamer.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande Transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken teen die huidige rentekoers van 20,25% vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 (veertien) dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastingen en heffings vir die huidige jaar en afslaerskommissie betaal.

4. Belasting op toegevoegde waarde op die koopprijs, tensy die Vonnisskuldenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, Knysna, sowel as by die kantore van mnre. Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George hierdie 11de dag van November 1996.

R. Engelbrecht, vir Raubenheimers Ingelyf, Cathedralstraat 60, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Saak No. 1552/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KNYSNA GEHOU TE KNYSNA

**In die saak tussen NEDCOR BANK BEPERK, Eksekusieskuldeiser, en
SANDRA NAOMI MUDGE, Eksekusieskuldenaar**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Knysna en 'n lasbrief vir eksekusie gedateer 8 Julie 1996, sal die volgende eiendom in eksekusie verkoop word op Maandag, 23 Desember 1996 om 10:30, te die Landdroskantore, Hoofstraat, Knysna, naamlik:

Erf 1333, Sedgfield, in die munisipaliteit Sedgfield, afdeling Knysna, ook bekend as Jan van Riebeeckstraat 25, Sedgfield, groot 1 281 (eenduisend tweehonderd een-en-tagtig) vierkante meter, gehou kragtens Transportakte T35291/93.

Verbeterings: Dubbelverdiepingwoonhuis bestaande uit vier slaapkamers, kombuis, twee sitkamers, eetkamer en twee badkamers.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande Transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken teen die huidige rentekoers van 18,25% (agttien komma twee vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 (veertien) dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastingen en heffings vir die huidige jaar en afslaerskommissie betaal.

4. Belasting op toegevoegde waarde op die koopprijs, tensy die Vonnisskuldenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, Knysna, sowel as by die kantore van mnre. Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George hierdie 11de dag van November 1996.

R. Engelbrecht, Raubenheimers Ingelyf, Cathedralstraat 60, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Case No. 168/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and SICELO SYDNEY MPINDA, Defendant

In pursuance of a judgment granted on 1 October 1996, in the Stutterheim Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 13 December 1996 at 09:00, at the Magistrate's Court, Stutterheim, to the highest bidder:

Description: Erf 1185, 7 Wandrahm Road, Stutterheim, in extent 1 249 (one thousand two hundred and forty-nine) square metres.

Postal address: 7 Wandrahm Road, Stutterheim.

Improvements: Whilst nothing is guaranteed, it is understood that the aforementioned property comprises of a conventional type dwelling and normal outbuildings, held by the Defendant in his name under Deed of Transfer T4512/1995.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the Bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

5. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, KSM Building, Eales Street, King William's Town.

Dated at Stutterheim this 8th day of November 1996.

Elliotts, Plaintiff's Attorneys, Elliott Brothers Building, 35A Hill Street, P.O. Box 67, Stutterheim, 4930. [Tel. (0436) 3-1300.] [Fax. (0436) 3-1759.] (Ref. Mr G. W. James/gs.)

Saak No. 41070/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

**In die saak tussen SCHER WEBNER & BLIDEN, Eksekusieskuldeiser,
en M. S. ABRAHAMS, Eksekusieskuldenaar**

Ingevolge uitspraak van die Landdros van Wynberg en lasbrief vir eksekusie teen goed gedateer 23 Maart 1995, sal die ondervermelde eiendom op 15 Januarie 1997 om 10:00, te Kent Gardens 13, hoek van Sussex- en Yorkstraat, Wynberg, aan die hoogste bieder geregteik verkoop word, naamlik:

Sekere Erf Section 13 bekend as Kent Gardens, Wynberg, groot 52 vierkante meter, gehou kragtens Transportakte ST6104/92.

Bestaande uit twee slaapkamers, sitkamer, kombuis, badkamer en toilet.

Die voorwaardes van verkoop mag gedurende kantoorure by die kantoor van die Balju vir die Landdroshof te Wynberg nagesien word.

Gedateer te Goodwood op die 29ste dag van Oktober 1996.

Scher Webner & Bliden, Prokureurs vir Eiser, Voortrekkerweg 135, Goodwood. (Verw. DMP/sm.)

Case No. 18979/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

**ABSA BANK LIMITED, trading as UNITED BANK, versus GREGORY FREDERICK LOUIS ADAMS
and ELAINE EDWINA MARIANNE ADAMS**

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 3 Amsterdam Street, Brooklyn, 7405, on Tuesday, 17 December 1996 at 10:00:

Erf 147937, portion of Erf 20215, Cape Town, at Brooklyn, in the Municipality of Cape Town, in extent 222 (two hundred and twenty-two) square metres, held by Deed of Transfer T38540/91 and situated at 3 Amsterdam Street, Brooklyn, 7405.

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 a lounge, kitchen, four bedrooms, bathroom and w.c.

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 20,25% (twenty 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 Bellville on 31 October 1996.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00530.)

Saak No. 538/96

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

**In die saak tussen EERSTE NASIONALE BANK, Eksekusieskuldeiser,
en CORNELIUS GERBER, Eksekusieskuldenaar**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George en 'n lasbrief vir eksekusie gedateer 22 Oktober 1996, sal die volgende eiendom in eksekusie verkoop word op Donderdag, 19 Desember 1996 om 10:00, te die perseel naamlik Duiwerivier, Hoekwil, George, naamlik:

Erf 147, Hoekwil, in die gebied van die Plaaslike Raad van Hoekwil, afdeling George (ook bekend as Duiwerivierweg, Hoekwil, George, groot 1,5563 hektaar, gehou kragtens Transportakte T35122/80.

Verbeterings: Vier slaapkamers, kombuis, eetkamer, sitkamer en badkamer.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken teen die huidige rentekoers van 19,25% (negentien komma twee vyf persent) per jaar, vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastingen en heffings vir die huidige jaar en afslaerskommissie betaal.

4. Belasting op toegevoegde waarde op die koopprijs, tensy die vonnisskuldenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, George, Wellingtonstraat, George, sowel as by die kantore van Mnr Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George hierdie 5de dag van November 1996.

R. Engelbrecht, vir Raubenheimers Ingelyf, Cathedralstraat 60 (Posbus 21), George, 6530. [Tel. (0441) 73-2043.]

Case No. 2101/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between M I LOVE WILL TRUST, Plaintiff, and ARCHIE DAVIDS, First Defendant, and
JULIAN CAROLINE DAVIDS, Second Defendant**

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 26 April 1996, the following property will be sold on Wednesday, 18 December 1996, at 12:00, in the main foyer of the Magistrate's Court, Lower Buffalo Street, East London, to the highest bidder:

Erf 2855, East London, East London Transitional Local Council, Division of East London, Province of Eastern Cape, in extent three hundred and fifty seven (357) square metres, situated at 25 Freezia Crescent, Buffalo Flats, East London, being a dwelling house with usual outbuildings.

The conditions of sale are available for inspection at the office of the Plaintiff's attorneys, and will be read immediately prior to the sale and include the following material terms:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder and will be sold to the highest bidder without reserve.

2. 10% (ten per cent) of the purchase price will be payable on the day of sale and will be forfeited if the sale is cancelled and the balance of the purchase price with interest thereon at 22% (twenty-two per cent) per annum shall be guaranteed for payment against transfer.

3. The purchaser shall pay all rates, taxes, costs of transfer, auctioneer's commission and advertising in addition to the purchase price.

4. The sale shall be voetstoots.

5. Vacant possession shall be given to the purchaser from the date of sale from which date all risk shall pass to the purchaser.

J. A. Yazbek & Company, Plaintiff's Attorneys, First Floor, Sterling House, 24 Gladstone Street, East London.
(Ref. Mr M. A. Yazbek/ef.)

Case No. 41340/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT
TODD CHAMBERS, TODD STREET, PORT ELIZABETH

In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and ZIZELE DOUGLAS PETER, First Defendant, and NATHALIA LAWUKAZI PETER, Second Defendant

In pursuance of a judgment in the Court of the Magistrate in the District of Port Elizabeth, dated 18 January 1996, the property listed hereunder will be sold in execution on Friday, 13 December 1996 at 14:15, at the front entrance to the New Law Courts, North End, Port Elizabeth:

All the Defendants' right, title and interest in respect of Erf 533, Motherwell NU6, Phase 1, now known as Erf 8703, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, measuring 287 square metres, situated at 90 Mgwanga Street, Motherwell NU6, Port Elizabeth.

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 will be read immediately prior to the sale and may be inspected at the offices of the Sheriff: Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this 1st day of November 1996.

Brown Braude & Vlok Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth.
(Ref. Mr D. C. Baldie/ah.)

Case No. 9187/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and DONOVAN SOLLONS, First Defendant, and RACHELLE ESLIN SOLLONS, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 7 September 1992, the property listed hereunder, and commonly known as 16 Bluegum Place, Montclair, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Wednesday, 18 December 1996 at 10:00, to the highest bidder:

Erf 2074, Mandalay, situated in the Local Area of Mandalay, in the Administrative District of the Cape, in extent 373 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain, Medical Suite 2, Westgate Mall, Weltevreden Valley, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 3rd day of October 1996.

I. Broodryk, Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town.
(Ref. I. Broodryk/N1238.)

Case No. 40988/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH, HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and JAN JAFTHA, First Defendant,
and UNA VERONICA JAFTHA, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 6 February 1995 the property listed hereunder will be sold in execution on Friday, 13 December 1996 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 4947, Bethelsdorp, in the Municipality and Division of Port Elizabeth, measuring 311 square metres, situated at 22 Harker Street, Chatty, Port Elizabeth.

Conditions of sale: The purchase price shall be payable as a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this 30th day of October 1996.

Brown Braude & Vlok Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Park, Newton Park, Port Elizabeth. (Ref. Mr D. C. Baldie/ah.)

Case No. 13447/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between FIRST NATIONAL BANK LIMITED, Plaintiff, and LITTLE CEDARS CRECHE CC, Defendant

In the above matter a sale will be held on 29 November 1996 at 11:00, at the Magistrate's Court, Mitchells Plain, being:

Erf 13336, Mitchells Plain, situated in the Municipality of Cape Town, Cape Division, measuring 4 352 (four thousand three hundred and fifty-two) square metres, held by Deed of Transfer T60229/1990, street address: Erf 1336, corner of Cedars and Celebes Avenues, Rocklands, Mitchells Plain.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. The purchase price for the property shall be paid in the following manner:

(a) One tenth ($\frac{1}{10}$) of the purchase price in cash or by means of a bank initialled cheque in favour of the Messenger of the Court, shall be paid to the Messenger of the Court on the day of the sale;

(b) The balance of the purchase price together with interest thereon at ruling bank rates from date of sale to date of payment shall be paid to the transfer attorneys free of exchange at Kuils River against registration of transfer;

and the purchase shall within fourteen (14) days of the date of sale furnish the transfer attorneys with a bank or building society guarantee to the satisfaction of such attorneys for the due payment of the balance of the purchase price and interest.

3. The following improvements are on the property: Unimproved land.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the sheriff of the Court, Mitchells Plain South and at the offices of the undersigned.

Dated at Kuils River this 28th day of October 1996.

A. van Eeden, for Hickman & Van Eeden, Attorneys for Plaintiff, 96 Van Riebeeck Road, Kuils River.

Case No. 8557/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA BANK LIMITED, trading as UNITED BANK, versus RICKY ALLEN DEYSEL

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, 19 Tanner Street, Bernadino Heights, Kraaifontein, on Friday, 20 December 1996 at 12:45:

Erf 10483, Kraaifontein, in the Area of the Metropolitan Transitional Substructure, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T78847/95 and situated at 19 Tanner Street, Bernadino Heights, Kraaifontein:

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom, w.c., shower, w.c. and garage.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 19% (nineteen per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on 10 October 1996.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. (Ref. GJV/SG Z00615.) [Tel. (021) 946-3165.]

Case No. 8761/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK, versus KEVIN ANDREW FREDERICKS and
JOSSLINE GERTIE FREDERICKS**

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 81 Seventh Avenue, Kraaifontein, 7570, on Friday, 20 December 1996 at 13:30:

Erf 4617, Kraaifontein, in the Municipality of Kraaifontein, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T69661/94 and situated at 81 Seventh Avenue, Kraaifontein, 7570.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, kitchen, four bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 19,25% (nineteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on this 10th day of October 1996.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00601.)

Case No. 25741/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS
TODD STREET, PORT ELIZABETH

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and JACK WILLIAM RICHARD
PLAATJES, First Defendant, and VANITA VENEZIA PLAATJES, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 29 April 1996 the property listed hereunder will be sold in execution on Friday, 13 December 1996 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 9224, Bethelsdorp, Municipality and Administrative District of Port Elizabeth, measuring 352 square metres, situated at 40 Justifinia Street, Bethelsdorp, Port Elizabeth.

Conditions of sale: The purchase price shall be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this 29th day of October 1996.

Brown Braude & Vlok Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. Mr D. C. Baldie/ah.)

Case No. 8556/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA BANK LIMITED, trading as UNITED BANK, versus DALSTON TREVOR DOYLE

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, 4 Nolloth Street, Blue Downs, on Wednesday, 18 December 1996 at 09:00:

Erf 36, Blue Downs, in the Local Area of Blue Downs, in extent 312 (three hundred and twelve) square metres, held by Deed of Transfer T35314/93 and situated at 4 Nolloth Street, Blue Downs.

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, bathroom, w.c. and two bedrooms.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 19,25% (nineteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on this 9th day of October 1996.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00621.)

Case No. 8564/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK, versus SAFIE ENGELBRECHT
and CHRISTINA ENGELBRECHT**

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Courthouse for the District of Kuils River, on Wednesday, 18 December 1996 at 09:00:

Erf 2874, Eerste River, in the Local Area of Melton Rose, in extent 333 (three hundred and thirty-three) square metres, held by Deed of Transfer T12261/89 and situated at 2 Hassel Street, Devon Park, Eerste River.

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, bathroom, w.c. and two bedrooms.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 19,25% (nineteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days 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 the 9th day of October 1996.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00622.)

Case No. 3116/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DANIEL JOHANNES GRIEBENOW, First Defendant,
and DIANA GERTRUIDA GRIEBENOW, Second Defendant**

In the above matter a sale will be held on Tuesday, 17 December 1996 at 12:00, at the site of 11 Jakaranda Street, Kuils River, being:

Erf 1482, Kuils River, in the Municipality of Kuils River, Stellenbosch Division, measuring 1 031 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. $\frac{1}{10}$ (one-tenth) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 19,25% (nineteen comma two five per centum) per annum, is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising four bedrooms, two bathrooms, TV room, lounge, servants' quarter with toilet and garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff, at Bellville, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A Pepler/lr.)

Case No. 6888/96**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE****In the matter between NEDCOR BANK LIMITED, Plaintiff, and NIGEL JACOB MARTIN, First Defendant, and ZELDA EVE LA KAY, Second Defendant**

In the above matter a sale will be held on Tuesday, 17 December 1996 at 13:00, at the site of 15 Walker Crescent, Belhar, being:

Erf 27210, Bellville, situated in the area of the Transitional Metropolitan Substructure Belhar, Cape Division, Province of the Western Cape, measuring 332 square metres.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed.

2. $\frac{1}{10}$ (one-tenth) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 19,25% (nineteen comma two five per centum) per annum, is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising three bedrooms, bathroom, toilet, kitchen and lounge.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff, at Bellville, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A Pepler/lr.)

Case No. 8563/96**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER****ABSA BANK LIMITED, trading as UNITED BANK, versus PETER GREEFF and LYNETTE GREEFF**

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 6 Loubser Street, Ferndale, Brackenfell, 7560, on Friday, 20 December 1996 at 09:00:

Erf 3493, Brackenfell, in the Municipality of Brackenfell, in extent 716 (seven hundred and sixteen) square metres, held by Deed of Transfer T10354/94 and situated at 6 Loubser Street, Ferndale, Brackenfell, 7560.

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, dining-room, kitchen, three bedrooms, bathroom, w.c. and garage.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 19% (nineteen per centum) from the date of sale to date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on this 9th day of October 1996.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00616.)

Case No. 8708/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA BANK LIMITED, trading as UNITED BANK, versus EMILY CLOETE

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, 20 Winterberg Street, Kraaifontein, 7570, on Friday, 20 December 1996 at 12:00:

Erf 12859, Kraaifontein, in the Municipality of Kraaifontein, in extent 252 (two hundred and fifty-two) square metres, held by Deed of Transfer T76301/95 and situated at 20 Winterberg Street, Kraaifontein, 7570.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 19,25% (nineteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on this 9th day of October 1996.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00603.)

Case No. 8759/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA BANK LIMITED, trading as UNITED BANK, versus ISAK CROW and URSHILLA SUSANNA CROW

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, 4 Balfour Street, Windsor Park, Kraaifontein, 7570, on Friday, 20 December 1996 at 11:15:

Erf 5797, Kraaifontein, in the Metropolitan Substructure of Kraaifontein, in extent 702 (seven hundred and two) square metres, held by Deed of Transfer T96187/95 and situated at 4 Balfour Street, Windsor Park, Kraaifontein, 7570.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, dining-room, kitchen, bathroom and w.c.

3. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 19,25% (nineteen comma two five per centum) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on this 9th day of October 1996.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00604.)

Case No. 8760/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA BANK LIMITED, trading as UNITED BANK, versus WESSEL MARTIN LOUIS FERREIRA, and VERONICA ELIZABETH FERREIRA

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, 110 Conroy Street, Kraaifontein, 7570, on Friday, 20 December 1996 at 10:30:

Erf 1483, Kraaifontein, in the Metropolitan Substructure of Kraaifontein, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T36752/93 and situated at 110 Conroy Street, Kraaifontein, 7570.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.
2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, TV-room, three bedrooms, bathroom, w.c. and garage.
3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 19,25% (nineteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days 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 9 October 1996.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00602.)

Case No. 8763/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA BANK LIMITED, trading as UNITED BANK, versus PIETER DAMONSE and SUSAN DAMONSE

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 7 Buffelsberg Close, Bergsig, Kraaifontein, 7570, on Friday, 20 December 1996, at 09:45:

Erf 12855, Kraaifontein, in the Transitional Metropolitan Substructure of Kraaifontein, in extent 268 (two hundred and sixty-eight) square metres, held by Deed of Transfer T14788/96 and situated at 7 Buffelsberg Close, Bergsig, Kraaifontein 7570.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.
2. The following improvements on the property are reported, but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.
3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 19,25% (nineteen comma two-five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days 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 9 October 1996.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00608.)

Case No. 7252/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA BANK LIMITED, trading as UNITED BANK, versus RUDOLF JOHN SMITH AND WINIFRED FRANSINA RACHEL SMITH

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the court-house for the District of Kuils River, on Wednesday, 18 December 1996 at 09:00:

Erf 2683, Scottsdale, in the Local Area of Scottsdale, in extent 270 (two hundred and seventy) square metres, held by Deed of Transfer T84264/92 and situated at 61 Ventura Terrace, Bernadino Heights, Kraaifontein, 7570.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Bellville.
2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

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 18,25% (eighteen 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 9 October 1996.

G. Visser, for Malan Laàs & Scholtz, for G. Visser, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z20001.)

Case No. 7713/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVIER

In the matter between ABSA BANK, trading as ALLIED BANK, Judgment Creditor, and ESMERALDA LOUW, Judgment Debtor

In pursuance of a judgment granted on 27 August 1996, in the Kuils River Magistrate's Court, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 7 January 1997 at 09:00, Kuils River Court-house, to the highest bidder:

Description: Erf 4985, Eerste River, in extent three hundred and eighty-one (381) square metres.

Postal address: 10 Overhout Street, Houghton Place, Eerste River.

Improvements: Two bedrooms, lounge, kitchen, bathroom and toilet, held by the Defendant in his name under Deed of Transfer T92796/93.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

Dated at Athlone this 14th day of October 1996.

R. Ahmed, for Gihwala Abercrombie, Plaintiff's Attorneys, Second Floor, Kismet Plaza, Old Klipfontein Road, Athlone, 7764; P.O. Box 21, Athlone, 7760. [Tel. (021) 696-6319.]

Saak No. 4900/96

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen NEDCOR BANK BEPERK, Eksekusieskuldeiser, en W. en F. R. DELO, Eksekusieskuldenaars

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik, George, en 'n lasbrief vir eksekusie gedateer 24 Oktober 1996, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 20 Desember 1996 om 10:30, te die Landdroskantore, Yorkstraat, George, naamlik:

Erf 10784, George, in die munisipaliteit en afdeling George (ook bekend as Hurterstraat 74, Urbansville, George), groot 370 vierkante meter, gehou kragtens Transportakte T48714/ 91.

Verbeterings: Twee slaapkamers, kombuis, badkamer en sitkamer.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande Transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprys is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprys, tesame met rente daarop bereken teen die huidige rentekoers van 19,25% vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in die naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastingen en heffings vir die huidige jaar en afslaterskommissie betaal.

4. Belasting op toegevoegde waarde op die koopprys, tensy die Vonnissskuldenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelik verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnissskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnissskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, George, Wellingtonstraat, George, sowel as by die kantore van mnre. Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George hierdie 13de dag van November 1996.

R. Engelbrecht, vir Raubenheimers Ingelyf, Cathedralstraat 60 (Posbus 61), George, 6530. [Tel. (0441) 73-2043.]

Case No. 54208/92**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG****In the matter between THE SOUTH AFRICAN BANK OF ATHENS LTD, Plaintiff, and D. HENDRICKS, Defendant**

In pursuance of a judgment granted on 1 June 1993 in Wynberg Magistrate's Court and under a writ of execution issued thereafter the Defendant immovable property listed hereunder will be sold in execution on 19 December 1996 at 09:00, at 45-57 Buiten Street, Cape Town, Cape, to the highest bidder:

Description: Erf 150072, Cape Town, at Cape Metropolitan Substructure of Cape Town Division, measuring 84 square metres, by Deed of Transfer T83634/92, in extent eighty-four (84) square metres.

Postal address: 45-57 Buiten Street, Cape Town.

Improvements: Sheriff unable to obtain the improvements as premises was found locked.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

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

Dated at Cape Town on the 14th day of November 1996.

Francis Thompson & Aspden, Attorney for Plaintiff, 5 Lëeuwen Street, Cape Town. (Ref. L. A. Dollman.)

Saak No. 22/95**IN DIE LANDDROSHOF VIR DIE DISTRIK HOPETOWN GEHOU TE HOPETOWN****In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en mnre. MIREM ANTHONY HUMPHREYS, handeldrywende as EUREM MINGLES, Verweerder**

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie, gedateer 26 September 1996, sal die ondervermelde eiendomme op Vrydag, 13 Desember 1996 om 10:00, te kantoor van die Balju, Kerkstraat 23, Hopetown, per openbare veiling verkoop word, volgens die voorwaardes wat voor die veiling voorgelees sal word, naamlik:

Erf 758, geleë in die munisipaliteit en afdeling van Hopetown.

Adres: Vygiestraat, Steynville, Hopetown, groot 317 (drie een sewe) vierkante meter.

Beskrywing van eiendom: Besigheidsperseel.

Erf 797, geleë in die munisipaliteit en afdeling van Hopetown.

Adres: Robynstraat 804, Steynville, Hopetown, groot 684 (ses agt vier) vierkante meter.

Beskrywing van eiendom: Woonerf.

Gedateer te Hopetown op hierdie 8ste dag van November 1996.

J. M. Dames, vir J. M. Dames Prokureur, Cathcartstraat 1, Hopetown. [Tel. (053) 203-0078/533.]

Case No. 5274/95

IN THE MAGISTRATE'S COURT OF EAST LONDON HELD AT EAST LONDON

In the matter between FIDELITY BANK LTD, incorporating the former EASTERN PROVINCE BUILDING SOCIETY, Plaintiff, and Mr BENJAMIN MZUVUKILE MFAZWE, First Defendant, and Mrs STELLA NOTHENDU MFAZWE, Second Defenant

In pursuance of a judgment of the above Honourable Court, dated 7 July 1995, and a warrant of execution, against immovable property issued pursuant thereto, the undermentioned property will be sold in execution on 19 December 1996 at 09:00, at the Magistrate's Court, Lower Oxford Street, East London:

(a) Section 83 (eighty-three) as shown and more fully described on Sectional Plan SS6/1992 in the scheme known as St George's Gardens, in respect of the land and building or buildings situated at Southernwood, in the Municipality of the City of East London, of which section the floor area according to the said section plan is in extent 95 (ninety-five) 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 unit is held by Deed of Transfer ST633/1994.

An exclusive use area described as CP 9, being Covered Carport 9, measuring 15 (fifteen) square metres, being as such part of the common property, comprising the land and the scheme known as St George's Gardens, in respect of the land and building or buildings situated at Southernwood, in the Municipality of the City of East London, as shown and more fully described on Sectional Plan SS633/1994, which unit is held by SK4/1994.

This property is also known as 13 Rose Gardens, St Georges Road.

Nothing in regard to the property or any buildings which may be erected is guaranteed.

The conditions of sale subject to which the property will be sold will lie for inspection at the office of the Sheriff of the Magistrate's Court, Lower Oxford Street, East London, from the date of publication of this notice.

Dated at East London this 13th day of November 1996.

Bradfield & Cocks, Plaintiff's Attorneys, Fourth Floor, First National Bank Building, corner of Oxford and Union Streets, East London. (Ref. J. N. Cocks/ALP.)

Saak No. 265/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HOPETOWN GEHOU TE HOPETOWN

In die saak tussen HOPETOWN PLAASLIKE OORGANGSRAAD, Eiser, en M. A. HUMPHREYS, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie, gedateer 17 Oktober 1996, sal die ondervermelde eiendomme op Vrydag, 13 Desember 1996 om 10:00, te kantoor van die Balju, Kerkstraat 23, Hopetown, per openbare veiling verkoop word, volgens die voorwaardes wat voor die veiling voorgelees sal word, naamlik:

Erf 798, geleë in die gebied van die Hopetown Plaaslike Oorgangsraad, afdeling Hopetown.

Adres: Robynstraat 798, Hopetown, groot 684 (ses agt vier) vierkante meter.

Beskrywing van eiendom: Onverbeterd.

Gedateer te Hopetown op hierdie 13de dag van November 1996.

J. M. Dames, vir J. M. Dames Prokureur, Cathcartstraat 1, Hopetown. [Tel. (053) 203-0078.]

Saak No. 263/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HOPETOWN GEHOU TE HOPETOWN

In die saak tussen HOPETOWN PLAASLIKE OORGANGSRAAD, Eiser, en M. A. HUMPHREYS, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie, gedateer 17 Oktober 1996, sal die ondervermelde eiendomme op Vrydag, 13 Desember 1996 om 10:00, te kantoor van die Balju, Kerkstraat 23, Hopetown, per openbare veiling verkoop word volgens die voorwaardes wat voor die veiling voorgelees sal word, naamlik:

Erf 758, geleë in die gebied van die Hopetown Plaaslike Oorgangsraad, afdeling Hopetown, Vygiestraat 758, Hopetown, groot 317 (drie een sewe) vierkante meter.

Beskrywing van eiendom: Winkel.

Gedateer te Hopetown op hierdie 13de dag van November 1996.

J. M. Dames, vir J. M. Dames Prokureur, Cathcartstraat 1, Hopetown. [Tel. (053) 203-0078.]

Saak No. 266/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HOPETOWN GEHOU TE HOPETOWN

In die saak tussen HOPETOWN PLAASLIKE OORGANGSRAAD, Eiser, en M. A. HUMPHREYS, Verweerder

Ingevolge 'n uitspraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie, gedateer 17 Oktober 1996, sal die ondervermelde eiendomme op Vrydag, 13 Desember 1996 om 10:00, te kantoor van die Balju, Kerkstraat 23, Hopetown, per openbare veiling verkoop word volgens die voorwaardes wat voor die veiling voorgelees sal word, naamlik:

Erf 797, geleë in die gebied van die Hopetown Plaaslike Oorgangsraad, afdeling Hopetown, Robynstraat 797, Hopetown, groot 684 (ses agt vier) vierkante meter.

Beskrywing van eiendom: Woonhuis.

Gedateer te Hopetown op hierdie 13de dag van November 1996.

J. M. Dames, vir J. M. Dames Prokureur, Cathcartstraat 1, Hopetown. [Tel. (053) 203-0078.]

Case No. 28646/96

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

In the matter between ABSA BANK LIMITED, Judgment Creditor, and JEZREEL MARK MANUEL, First Judgment Debtor, and AURELIA INGRID PLAYTON, Second Judgment Debtor

In pursuance of judgment granted on 3 September 1996, in the Wynberg Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 16 January 1997 at 14:00, at 4 Sussex Heights, Ottery Road, Wynberg, to the highest bidder:

Section 4, Sussex Heights, Cape Town at Wynberg, in extent 54 (fifty-four) square metres, 4 Sussex Heights, Ottery Road, Wynberg.

Improvements: Brick walls under a tiled roof consisting of two bedrooms, lounge, kitchen, bathroom and toilet, held by the Defendants in their names under Deed of Transfer ST9245/94.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the Bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be effected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Electric Road, Wynberg.

Dated at Athlone this 9th day of October 1996.

R. Ahmed, for Gihwala Abercrombie, Plaintiff's Attorneys, Second Floor, Kismet Plaza, Old Klipfontein Road, Athlone, 7764; P.O. Box 21, Athlone, 7760. [Tel. (021) 696-6319.] (Ref. RA/VS/C18345/Z18591.)

Saak No. 2951/96

IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

In die saak tussen NEDCOR BANK BEPERK, Eksekusieskuldeiser, en A. S. JOHANNES, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George, en 'n lasbrief vir eksekusie gedateer 4 Julie 1996, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 20 Desember 1996 om 10:00, te die Landdroshofkantore, Yorkstraat, George, naamlik:

Erf 3374, Pacaltsdorp, in die munisipaliteit van Pacaltsdorp en afdeling van George (ook bekend as Seemeeustraat, Pacaltsdorp), groot 470 vierkante meter, gehou kragtens Transportakte T55980/91.

Verbeterings: Leë erf.

Verkoopvoorwaardes:

1. Die verkoping is onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken, teen die huidige rentekoers van 19,25% (negentien komma twee vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in die naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouverenigingwaarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastingen en heffings vir die huidige jaar en afslaskommissie betaal.

4. Belasting op toegevoegde waarde op die koopprijs, tensy die Vonnisskuldenaar voor die veiling die afslaer en die Balju, voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, George, Wellingtonstraat, George, sowel as by die kantore van mnre. Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George hierdie 8ste dag van November 1996.

R. Engelbrecht, Cathedralstraat 60, Posbus 21, George, 6530. [Tel. (0441) 73-2043.]

Case No. 6167/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

ABSA BANK LIMITED, trading as UNITED BANK, versus ANDRE HERMAN BESTER

The following property will be sold in execution by public auction held at 13 Stormberg Crescent, Le Roux Park, Kraaifontein, to the highest bidder on 20 December 1996 at 12:30:

Erf 13733, Kraaifontein, in extent 252 (two hundred and fifty-two) square metres, held by Deed of Transfer T36050/95, situated at 13 Stormberg Crescent, Le Roux Park, Kraaifontein.

Conditions of sale:

1. The full and complete conditions of sale will be read out 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, kitchen, lounge, bathroom 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) 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 14th day of November 1996.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

Case No. 4512/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Judgment Creditor, and Miss L. V. WILLIAMS, Judgment Debtor

Be pleased to take notice that pursuant to a judgment in the Magistrate's Court, Somerset West, dated 1 December 1996 and a warrant of execution, the following property will be sold in execution on Tuesday, 17 December 1996 at 11:00, at the property, namely:

Erf 4489, Somerset West, situated in the Helderberg Substructure, Division of Stellenbosch, Province of the Western Cape, measuring 2 573 (two thousand five hundred and seventy-three) square metres, and also known as 3 Erica Avenue, Westridge, Somerset West, and held by Deed of Transfer T21524/1994.

The property shall be sold to the highest bidder, without reserve and the sale will be subject to the provisions of the Magistrates' Courts Act, as amended, and the rules made thereunder. The purchase price will be payable as follows:

1. One tenth ($\frac{1}{10}$) of the purchase price in cash or by means of a bank-marked cheque to the Sheriff of the Magistrate's Court, for the account of the Execution Creditor, such payment to be made on the day of the sale.

2. The balance of the purchase price to be paid in cash against registration of transfer, which is to be given and taken forthwith. The purchaser shall within 14 (fourteen) days after the date of sale furnish the Execution Creditor with a bank or building society guarantee to the Execution Creditor's satisfaction for the due payment of the balance of the purchase price and interest against transfer and due fulfilment of all his obligations under the conditions of sale.

3. In addition, the purchaser shall pay interest to the present bondholder, namely ABSA Bank (United Bank), at the current rate of interest calculated on the balance owing under the mortgage bond. Such interest calculated from date of sale to date of registration of transfer shall be paid by the purchaser to the bondholder's attorneys.

The improvements to the above property are as follows: A residential dwelling-house consisting of three bedrooms, lounge, dining-room, toilet, bathroom, kitchen, double garage and maids' quarters with bathroom.

The conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Harae Centre, Church Street, Somerset West.

Dated at Somerset West this 14th day of November 1996.

Havenga & Smith-Symms Inc., Attorneys for Plaintiff, 56 Caledon Street, Somerset West. (Ref. C. V. Smith-Symms: CVDV:SS1152.)

Case No. 5609/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Judgment Creditor, and RAYMOND ANDRE MACKAY, First Judgment Debtor, and FELICIA DOROTHY MACKAY, Second Judgment Debtor

In pursuance of a judgment granted on 28 August 1996 in the Kuils River Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 7 January 1997 at 09:00, at Kuils River Court-house, to the highest bidder:

Description: Erf 4112, Blue Downs, in extent 438 (four hundred and thirty-eight) square metres.

Postal address: 19 Mosbach Street, Silversands, Kuils River.

Improvements: Brick building with two bedrooms.

Held by the Defendants in their name under Deed of Transfer T28612/95.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchase price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

Dated at Athlone this 11th day of October 1996.

R. Ahmed, for Gihwala Abercrombie, Plaintiff's Attorneys, Second Floor, Kismet Plaza, Old Klipfontein Road, Athlone, 7764; P.O. Box 21, Athlone, 7760. [Tel. (021) 696-6319.]

Case No. 2141/95

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MAXEGO MARYMAN LUZIPHO, First Defendant, and NOMAKHWEZI EUNICE LUZIPHO, Second Defendant

In pursuance of a judgment of the above Honourable Court dated 23 October 1995 and an attachment in execution dated 15 December 1995, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 13 December 1996 at 15:00:

Erf 30776, Ibhayi, situated in the area of the Town Council of Ibhayi, Administrative District of Port Elizabeth, in extent 282 square metres, situated at 7 Masele Street, New Brighton, 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, AA 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 21 (twenty-one) days from the date of the sale.

Dated at Port Elizabeth this 12th day of November 1996.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. AB/lc/234.)

Case No. 1304/95

IN THE SUPREME COURT OF SOUTH AFRICA
(South Eastern Cape Local Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
CYNTHIA NONQABA MGIDI, Defendant**

In pursuance of a judgment of the above Honourable Court dated 24 July 1995 and an attachment in execution dated 7 August 1995, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 13 December 1996 at 15:00:

Erf 11962, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 242 square metres, situated at 31 Mpanza Street, Motherwell NU7, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof, comprising a lounge, kitchen, two 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, AA 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 21 (twenty-one) days from the date of the sale.

Dated at Port Elizabeth this 12th day of November 1996.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. AB/lc/220.)

Saak No. 13416/96

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLEIN GEHOU TE MITCHELLS PLEIN

**In die saak tussen ABSA BANK BEPERK, handeldrywende as ALLIED BANK, Eiser, en MZIWOXOLO MATTHEWS
NDIKI, Eerste Verweerder, en VUYISWA NDIKI, Tweede Verweerder**

In die gemelde saak sal 'n veiling gehou word op Dinsdag, 28 Januarie 1997 om 10:00, te die Landdroshof, Eerste Laan, Eastridge, Mitchells Plein:

Erf 298, Mandalay, geleë in die Plaaslike Gebied Mandalay, afdeling Kaap, provinsie Wes-Kaap, groot 523 vierkante meter, gehou deur die Verweerders kragtens Transportakte T85486/1994, en beter bekend as Homerweg 1, Mandalay, Mitchells Plein.

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 titelakte.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 19,25% (negentien komma twee vyf persent) per annum, op die bedrag van die Eiser se eis, en in die geval van enige preferente skuldeiser, dan ook die rente betaalbaar op sodanige preferente skuldeiser se eis en op die balans, indien enige, is 19,25% (negentien komma twee vyf persent) per annum, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeterings is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit drie slaapkamers, sitkamer, kombuis, badkamer en toilet asook 'n motorhuis.

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, Mitchells Plein, en in die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 31ste dag van Oktober 1996.

T. R. de Wet, vir Marais Müller, Prokureur vir Vonnisskuldeiser, 19de Verdieping, Cartwright's Cornergebou, Adderleystraat, Kaapstad. (Verw. T. R. de Wet/mm/Z00470.)

Case No. 083311/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SIDWELL SINDILE GALELA, First Defendant, and
ZIKISWA GETRUDE GALELA, Second Defendant**

In pursuance of a judgment dated 13 September 1996 and an attachment on 5 November 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, 20 December 1996 at 14:15:

Erf 827, Motherwell NU3, Phase 2, Administrative District of Uitenhage, in extent 240 square metres, situated at 119 Ngabangaba Street, Motherwell NU3, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under a tiled 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 21 (twenty-one) 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 a 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 the 13th day of November 1996.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case No. 87247/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH

In the matter between NEDCOR BANK LIMITED, Plaintiff, and Z. MAKHULENI, Defendant

In pursuance of a judgment dated 17 September 1996 and an attachment on 5 November 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, 20 December 1996 at 14:15:

Erf 30790, Ibhayi, at Zwide, Administrative District of Port Elizabeth, in extent 282 square metres, situated at 22 Ndukwana Street, Zwide, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached concrete block dwelling under an asbestos roof, consisting of two bedrooms, one and a half bathrooms, 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 21 (twenty-one) 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 a 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 the 13th day of November 1996.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Saak No. 87355/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS,
TODDSTRAAT, PORT ELIZABETH

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en JOHANNES GERHARDUS BOSHOF, Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, sal die ondergemelde eiendom verkoop word op 10 Januarie 1997 om 14:15, by die hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder 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-Noord:

Sekere:

(i) Deel 6, soos aangetoon en volledig beskryf op Deelplan SS198/93 in die skema bekend as Clarivey Court ten opsigte van die grond en gebou of geboue geleë te Korsten, van welke deel die vloeroppervlakte volgens die voormelde Deelplan 62 (twee-en-sestig) vierkante meter groot is en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aangenemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens sertifikaat van Geregistreerde Deeltitelnommer ST14275/93, ook bekend as Woonstel 14, Clarivey Court, Sidwell, Port Elizabeth.

(ii) Deel 15, bestaande uit 'n motorhuis, soos meer volledig beskryf op Deelplan SS198/93 in die skema bekend as Clarivey Court ten opsigte van die grond en gebou of geboue geleë te Korsten, van welke deel die vloeroppervlakte volgens die voormelde Deelplan 28 (agt-en-twintig) vierkante meter groot is en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aangenemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens sertifikaat van Geregistreerde Deeltitelnommer ST14275/93.

10% (tien persent) van die koopprijs 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.

Geteken te Port Elizabeth op hierdie 7de dag van November 1996.

Stulding Delport Cilliers & De Jager, Birdstraat 5, Sentraal, Port Elizabeth, 6001. (Verw. HB de Jager/em.)

Saak No. 87353/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS,
TODDSTRAAT, PORT ELIZABETH

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en PATRICK ROBERT VAN WINKEL, Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth sal die ondergemelde eiendom verkoop word op 10 Januarie 1997 om 14:15, by die hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder 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:

Deel 59 soos aangetoon en volledig beskryf op Deelplan SS354/91 (90/1984) in die skema bekend as Avondale Village, ten opsigte van die grond en gebou of geboue geleë te Kabega, van welke deel die vloeroppervlakte volgens die voormelde Deelplan 67 (sewe-en-sestig) vierkante meter groot is en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens sertifikaat van Geregistreerde Deeltitel ST9077/94 (Unit) ook bekend as woonstel 88, Avondale Village, Kabega Park, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat die eiendom bestaan uit twee slaapkamers, kombuis, sit/eetkamer, badkamer en motorafdak.

10% (tien persent) van die koopprijs 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 veilingdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 7de dag van November 1996.

Stulting Delpont Celliers & De Jager, Birdstraat 5, Sentraal, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak No. 87364/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS,
TODDSTRAAT, PORT ELIZABETH

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en ROBBY ROBSON, Eerste Verweerder en
CHERENE LEE ROBSON, Tweede Verweerder**

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth sal die ondergemelde eiendom verkoop word op 10 Januarie 1997 om 14:15, by die hoofingang van Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder 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 2595, Fairview, in die munisipaliteit en afdeling Port Elizabeth, groot 203 (tweehonderd-en-drie) vierkante meter, gehou kragtens Transportakte T61476/93, ook bekend as 44 Fern Glade Place, Overbaakens, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkel verdieping baksteenwoonhuis is met teëldak bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer.

10% (tien persent) van die koopprijs 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 veilingdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 7de dag van November 1996.

Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Case No. 1420/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between NEDCOR BANK LIMITED, Plaintiff, and THEODORA MANDISWA NTEBE, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 24 June 1996 the following property will be sold on Wednesday, 18 December 1996 at 10:20, at the offices of the Sheriff of the Magistrate's Court, K S M Building, Eales Street, King William's Town, to the highest bidder:

Erf 5708, King William's Town, King William's Town Transitional Local Council, Division of King William's Town, Province of Eastern Cape, in extent 560 (five hundred and sixty) square metres, known as 5708 Club View, Cook Crescent, King William's Town.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) 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 Plaintiff's attorneys within 14 (fourteen) days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed.

3. The full conditions of the sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: Conventional house, two bedrooms, bathroom, lounge and kitchen.

Dated at King William's Town this 7th day of November 1996.

Squire Smith & Laurie, Plaintiff's Attorneys, 44 Taylor Street, King William's Town. (Ref. Mr Brits/DK.)

Saak No. 3373/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA
(Provinsiale Afdeling Kaap die Goeie Hoop)

In die saak tussen KSOK BEPERK, Eiser, en A. N. OLIVER, Verweerder

Ter uitvoering van 'n uitspraak van die Hooggeregshof van 12 November 1990, sal die volgende in eksekusie aan die hoogste bieder verkoop word op die perseel te Doordekraalweg 8, Kenridge, Bellville, in die distrik Bellville, op 18 Desember 1996 om 11:30:

Sekere Erf 562, geleë in die munisipale gebied Kenridge, afdeling Bellville, groot 867 vierkante meter, gehou kragtens Transportakte T85127/1994.

Verkoopvoorwaardes:

1. Die verkoping sal onderworpe wees aan die hofreël en die toepaslike titelakte van die eiendom, en die eiendom sal onderworpe aan die voorafgaande, aan die hoogste bieder verkoop word.

2. *Betaling:* Tien persent (10%) van die koopprys sal kontant betaal word onmiddellik na die verkoping en die volle saldo daarvan, tesame met rente teen die heersende koers van 18% (agtien persent) per jaar (en ingeval daar enige ander voorkeurskuldeiser is) dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering van die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van die oordrag, welke bedrag gesekureer moet word deur 'n goedgekeurde waarborg van 'n bank of bougenootskap wat binne veertien (14) dae van datum van verkoping afgelewer moet word.

3. *Voorwaardes:* Die volle verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju van die Hooggeregshof te Bellville.

Beskrywing: Die huis bestaan uit drie slaapkamers, twee badkamers, sitkamer, eetkamer en kombuis.

Gedateer te Kaapstad op hierdie 28ste dag van Oktober 1996.

J. H. Heyns Prokureurs, Eiser se Prokureurs, Tweede Verdieping, Langham House, Langstraat 59, Kaapstad. (Tel. 26-2813.) (Verw. J. H. Heyns/ma/K583.)

Saak No. 1102 en 1103/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KURUMAN GEHOU TE KURUMAN

In die saak tussen KURUMAN MUNISIPALITEIT, Eiser, en R. P. STEYTLER, Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief in bogemelde Agbare Hof op 17 September 1996 die onderstaande eiendom te wete:

Erf 1726 en 1727, Kuruman, geleë in die munisipaliteit Kuruman, afdeling Kuruman, groot 496 (vierhonderd ses-en-negentig) vierkante meter elk in eksekusie verkoop sal word op 20 Januarie 1997 om 10:00, by die Landdroskantoor, Kuruman.

Voorwaardes van verkoping:

1. Die eiendom word voetstoots verkoop en niks word gewaarborg nie.

2. Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) plus verkoopskommissie op die dag van die verkoping. Die balans tesame met rente binne 30 (dertig) dae na die veiling, sal betaal of verseker word by wyse van 'n bank- of bougenootskapwaarborg.

3. Die koper sal alle bedrae betaal om transport te neem, insluitende hereregte, belasting, sanitêre fooie ens.

4. Die verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Tseningweg 4, Kuruman.

5. Indien die koper sou nalaat om enige van die voorwaardes van die verkoping na te kom, sal hy die deposito genoem in paragraaf 7.1 verbeur ten gunste van die Eksekusieskuldeiser sonder benadeling van regte van die Eksekusieskuldeiser om enige eis om skadevergoeding teen die koper in te stel.

Gedateer te Kuruman op hede die 23ste dag van Oktober 1996.

Duvenhage & Van der Merwe, Prokmedsentrum, Hoofstraat (Posbus 63), Kuruman, 8460.

Case No. 12508/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and ADAMS SWARTBOOI, First Defendant, and SHEILA JOAN SWARTBOOI, Second Defendant

In pursuance of the warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on Monday, 27 January 1997 at 12:00:

Property: Erf 17251, Parow situated in the City of Tygerberg, Division Cape, Province of the Western Cape, measuring 331 (three hundred and thirty-one) square metres, held by Deed of Transfer T10008/94 and subject to the conditions contained therein, more specifically known as 3 Carnation Street, Ravensmead.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the title deeds in so far as same are applicable.
2. The property will be sold voetstoots to the highest bidder.
3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Kruger and Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref. H. P. M. Kruger/rm/NB0110.)

Case No. 1899/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between ABSA BANK LIMITED, Plaintiff, and VUYO GERALD SOKA, First Defendant, and VELISWA RUBY SOKA, Second Defendant, and MAYIBUYE TRANSPORT CORPORATION, Third Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 23 October 1996 the following property will be sold on Wednesday, 18 December 1996 at 10:00, at the offices of the Sheriff of the Magistrate's Court, K. S. M. Building, Eales Street, King William's Town, to the highest bidder:

Erf 3918, King William's Town (King William's Town Extension 27 Township), Municipality and Division of King William's Town, in extent 1 025 (one thousand and twenty-five) square metres (known as 37 Swallow Drive, King William's Town).

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) 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 Plaintiff's attorneys within 14 (fourteen) days of the sale.
2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed.
3. The full conditions of the sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.
4. The following information is furnished, but not guaranteed: Four bedrooms, dining-room, lounge, kitchen, bathroom, double garage and outside room.

Dated at King William's Town this 4th day of November 1996.

Squire Smith & Laurie, Plaintiff's Attorneys, 44 Taylor Street, King William's Town. (Ref. Mr Brits/DK.)

Case No. 2164/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

In the matter between NEDCOR BANK LIMITED, Plaintiff, and PHILLIP JOHN CHARLES VAN OORDT, First Defendant, and IRENE VAN OORDT, Second Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 23 October 1996 the following property will be sold on Wednesday, 18 December 1996 at 10:00, at the offices of the Sheriff of the Magistrate's Court, K. S. M. Building, Eales Street, King William's Town, to the highest bidder:

Erf 24, King William's Town (King William's Township Extension 11), Municipality and Division of King William's Town, in extent 496 (four hundred and ninety six) square metres (known as 2 First Avenue, Schornville, King William's Town).

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) 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 Plaintiff's attorneys within 14 (fourteen) days of the sale.
2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed.
3. The full conditions of the sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.
4. The following information is furnished, but not guaranteed: Conventional house, four bedrooms, two bathrooms, dining-room, lounge, kitchen and car port.

Dated at King William's Town this 6th day of November 1996.

Squire Smith & Laurie, Plaintiff's Attorneys, 44 Taylor Street, King William's Town. (Ref. Mr Brits/DK.)

Saak No. 7917/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen KIMBERLEY MUNISIPALITEIT, Eiser, en R. D. POPHAM, Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros, Kimberley, op 2 Augustus 1995 en lasbrief vir eksekusie, sal die volgende eiendom in eksekusie verkoop word op Donderdag, 12 Desember 1996 om 10:00, voor die Landdroskantoor te Kimberley deur die Balju, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf 17728, Kimberley, geleë in die munisipaliteit en administratiewe distrik Kimberley, groot 313 (driehonderd-entertien) vierkante meter beter bekend as Begoniastraat 2, Kimberley, gehou kragtens Transportakte T532/94 onderworpe aan Verbandakte B453/94 ten gunste van munisipaliteit Kimberley.

Die verkoopvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

Geteken te Kimberley hierdie 7de dag van November 1996.

Van de Wall & Vennote, Eiser se Prokureurs, Southeystraat, Kimberley. (Verw. K. Spangenberg/ZLR/ZD7073.)

Case No. 015512/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MTUTUZELI PATRICK JAWUKA, Defendant**

In pursuance of a judgment dated 30 May 1995 and an attachment on 9 October 1996, the right of leasehold to the following will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 20 December 1996 at 14:15:

Erf 11395, Motherwell Administrative District of Uitenhage, in extent 316 (three hundred and sixteen) square metres, situated at 106 Ncemene Street, Motherwell NU7, 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, Danelllyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per centum) 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 (twenty-one) days of sale. Sheriff's charges [2,5% (two comma five per centum) on the first R30 000 (thirty thousand rand) and thereafter 1,5% (one comma five per centum) with a minimum of R260 (two hundred and sixty rand) and a maximum of R4 000 (four thousand rand)] and auctioneer's charges 4,5% (four comma five per centum) plus VAT in both cases are also payable on date of sale.

Dated at Port Elizabeth on this 13th day of November 1996.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case No. 69239/96

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 S.A. LTD, Plaintiff, and DONALD ANTONIO JEGGELS, Defendant**

In pursuance of the judgment of the Court of the Magistrate of Port Elizabeth dated 12 August 1996 and a warrant of execution dated 14 August 1996, the property listed hereunder will be sold in execution on Friday, 13 December 1996 at 14:15, at the front entrance of the Law Courts, North End, Port Elizabeth:

Erf 14939, Bethelsdorp, in the Administrative District of Port Elizabeth, measuring 303 (three hundred and three) square metres, situated at 61 Barberry Drive, Extension 22, Port Elizabeth.

Dated at Port Elizabeth on this the 15th day of November 1996.

R. Meyer, for Pillay Meyer, Plaintiff's Attorneys, 44 Stanford Road, Korsten, Port Elizabeth. (Ref. Mr Meyer/sg.)

Saak No. 87354/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en LUZUKO LUVUYO DIBI, Eerste Verweerder, en
NOMFUSI SYLVIA DIBI, Tweede Verweerder**

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, sal die ondergemelde eiendom verkoop word op 10 Januarie 1997 om 14:15, by die hoofingang van Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserve 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:

Deel 54 soos aangetoon en vollediger beskryf op Deelplan SS342/94 in die skema bekend as Chaumont Gardens, ten opsigte van die grond en gebou of geboue geleë te Lorraine, van welke deel die vloeroppervlakte volgens die voormelde deelplan 57 (sewe-en-vyftig) vierkante meter groot is en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aangenomde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreeerde Deeltitel ST11071/95, ook bekend as Woonstel 27, Chaumont Gardens, Lorraine, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat die eiendom bestaan uit 'n wooneenheid met twee slaapkamers, kombuis, sitkamer 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.

Geteken te Port Elizabeth op hierdie 7de dag van November 1996.

Stulting Delpont Cilliers & De Jager, Birdstraat 5, Sentraal, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak No. 87032/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en JAMES MEI, Eerste Verweerder, en
MARTIN ZINGISILE MEI, Tweede Verweerder**

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, sal die ondergemelde eiendom verkoop word op 10 Januarie 1997 om 14:15, by die hoofingang van Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserve 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 1520, Fairview, in die munisipaliteit en afdeling Port Elizabeth, groot 640 (seshonderd-en-veertig) vierkante meter, gehou kragtens Transportakte T66730/92, ook bekend as A. G. Visserlaan 23A, Overbaakens, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdiepingbaksteenwoonhuis met teëldak bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, twee badkamers en portaal.

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.

Geteken te Port Elizabeth op hierdie 7de dag van November 1996.

Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Case No. 25476/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH

In the matter between NEDCOR BANK LIMITED, Plaintiff, and M. E. JABAVU, Defendant

In pursuance of a judgment dated 15 April 1996 and an attachment on 7 June 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, 20 December 1996 at 14:15:

386 Kwadwesi, in the Administrative District of Port Elizabeth, in extent 255 square metres, situated at 41 Gwanci Street, Kwadwesi, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached concrete block dwelling under an tiled roof, consisting of three 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% on first R30 000 and thereafter 1,5% with a minimum of R260 and a maximum of R4 000) and auctioneer's charges (4,5%) plus VAT in both cases are also payable on date of sale.

Dated at Port Elizabeth on this the 13th day of November 1996.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Case No. 964/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Transkei Division)

**In the matter between STANDARD BANK OF S.A. LIMITED, Judgment Creditor, and
SANDLA MADODA GANCA, Judgment Debtor**

1. The property known as certain piece of land being Erf 5936, Umtata, in Umtata Township Extension 21, situated in the Municipality and District of Umtata, measuring five hundred (500) square metres, consisting of main house with four bedrooms, servants' quarters and garage.

Shall be sold to the highest bidder by the Deputy Sheriff, on 25 January 1997 at 10:00, in Umtata.

The special conditions of sale may be inspected at the offices of the Deputy Sheriff, Umtata.

John C. Blakeway & Leppan Inc., Attorney for Judgment Creditor, 18 Blakeway Road, Umtata. (Ref. Mr S. Poyser/RI/S.0129.)

Case No. 4959/94

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between MAUREEN TEICHMANN, Plaintiff, and NORBERT HUBERT OTTO TEICHMANN, 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 for the Supreme Court, Wynberg, at 21 The Spinnakers, Westford Road, Hout Bay, on Wednesday, 18 December 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 Erf 5119, Houtbay, situated in the area of Transitional Metropolitan Substructure Llandudno, Hout Bay, Division Cape, in extent one hundred and eighty-eight (188) square metres, held under Deed of Transfer T81891/94.

Street address: 21 The Spinnakers, Westford Road, Hout Bay.

Improvements: A duplex built under a tiled roof consisting of:

Ground floor: Floor/dining-room, kitchen and single garage.

First floor: Main bedroom with en-suite (bath and toilet), two bedrooms, bathroom with bath, shower and toilet.

Second floor: An Attic (sun-room).

Full conditions of sale may be inspected at the office of the Sheriff, Wynberg, 110 Maynard House, Maynard Road, Wynberg, Cape Province. [Tel. (021) 762-2249.]

Dated at Durban this 4th day of November 1996.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

Saak No. 930/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BEAUFORT-WES GEHOU TE BEAUFORT-WES

In die saak tussen ABSA BANK, Vonnisskuldeiser, en P. J. BENADIE, Vonniskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en die lasbrief vir eksekusie gedateer 4 September 1996, sal die hieronder vermelde eiendom verkoop word op 12 Desember 1996 om 10:00, op die perseel aan die persoon wat die hoogste aanbod maak, naamlik:

Erf 2985, Beaufort-Wes, afdeling Beaufort-Wes, groot 770 vierkante meter, gehou kragtens Transportakte T73152/1995, bekend as Mattheuslaan 38, Beaufort-Wes, 6970.

Die volgende verbeterings is op die eiendom geleë maar in hierdie verband word niks gewaarborg nie, naamlik: Losstaande enkelverdiepingsteenwoonhuis, ses vertrekke, naamlik drie slaapkamers, sitkamer, kombuis en badkamer (toilet en bad). Geen buitegeboue nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae in die kantoor van die Balju, Beaufort-Wes, en by die ondergetekendes.

Die belangrikste voorwaarde daarin vervat is die volgende, dat die eiendom vir kontant aan die hoogste bieder verkoop sal word.

Geteken te Beaufort-Wes op hierdie 12de dag van November 1996.

John D. Crawford & Seun Ingelyf, Donkinstraat 36 (Posbus 25), Beaufort-Wes, 6970.

Case No. 10832/96
PH 255

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and PETER MOODLEY, First Defendant, and KOMALA GUNAVATHY MOODLEY, 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 14 Sparrow Hawk Road, Pelican Park, on Wednesday, 22 January 1997 at 11:00, 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, First Floor, NBS Building, Church Street, Wynberg:

Erf 968, Pelican Park, in the area of the Transitional Metropolitan Substructure of Cape Town, in extent 328 square metres, and situated at 14 Sparrow Hawk Road, Pelican Park.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 95 square metre main dwelling consisting of a lounge, kitchen, three bedrooms, bathroom with water closet, water closet with shower.

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 the sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand) minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town this 12 November 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/S2488/5725.)

Saak No. 2680/95

IN DIE LANDDROSHOF VIR DIE DISTRIK GORDONIA GEHOU TE UPINGTON

In die saak tussen ABSA BANK, Eksekusieskuldeiser, en mnr. MOSES LINKS, Eerste Eksekusieskuldenaar, en mev. AGNES LINKS, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 1 Augustus 1996, sal ondervermelde eiendom in eksekusie verkoop word op Vrydag, 13 Desember 1996 om 10:00, voor die Landdroskantoor, Schröderstraat, Upington, aan die persoon wie die hoogste aanbod maak, naamlik:

Sekere Erf 2923, Upington, geleë in Upington-dorpsuitbreiding 12, munisipaliteit Upington, afdeling Gordonia, provinsie Noord-Kaap, groot 952 (negehonderd twee-en-vyftig) vierkante meter, gehou kragtens Transportakte T643/1989.

Op hierdie perseel is 'n goeie drieslaapkamerwoonhuis met 'n sitkamer, eetkamer, kombuis en stort, badkamer/toilet, maar niks word gewaarborg nie.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word lê ter insae in die kantoor van die Balju, Strauss Afslaers, Upington, en die belangrikste voorwaardes daarin vervat is die volgende:

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

2. Die koper sal onmiddellik nadat die bod op hom toegeslaan is, 'n deposito van 10% (tien persent) van die koopprys in kontant aan die Balju betaal en sal die balanskoopprys plus rente betaalbaar wees by registrasie van transport in die naam van die koper. Die koper sal binne 14 (veertien) dae na datum van die verkoping aan die Balju 'n bank of 'n ander aanvaarbare waarborg verstrek wat deur die Esekusieskuldeiser se prokureurs goedgekeur moet word.

Geteken te Upington op hierdie 18de dag van November 1996.

Lange Joubert Carr & Blaauw, Prokureurs vir Eiser, Posbus 6, Upington, 8800. [Tel. (054) 2-2136.]

Case No. 15946/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

In the matter between SAAMBOU BANK LIMITED, Judgment Creditor, and BUKA GOODMAN NTSHIDI, First Judgment Debtor, and LULAMA NANCY NTSHIDI, Second Judgment Debtor

In execution of a judgment of the above Honourable Court and a warrant of execution, the hereinabove-mentioned property will be sold in execution on Thursday, 12 December 1996 at 10:00, in front of the Magistrate's Court, Khayelitsha:

Erf 24080, Khayelitsha, in the area of jurisdiction of the Town Committee of Lingeletu, Administrative District of the Cape, measuring 308 (three hundred and eight) square metres, held under Deed of Transfer T62238/1988, also known as 13 Cherry Close, Tembani, Khayelitsha.

Conditions of sale:

1. The property shall be sold to the highest bidder subject to the provisions of the Magistrates' Courts Act, the rules made thereunder and the title deeds relating thereto.

2. *Payment:* 10% (ten per cent) of the purchase price shall be paid in cash upon signature of the conditions of sale, and the unpaid balance together with interest calculated on the amount of the Judgment Creditor's claim at the rate of 19,75% (nineteen comma seven five per cent) per annum (together with such interest as may be payable on any preferent creditor's claim), from the date of sale to date of registration of transfer, which amounts are to be secured by approved banker's or building society guarantee to be delivered within 14 days of the sale. The following improvements are stated but not guaranteed: Single dwelling under asbestos tiles consisting of lounge/kitchen, three bedrooms, bathroom/toilet/hand basin and garage.

3. *Conditions:* The full conditions of sale will be read out by the auctioneer immediately prior to the sale may be inspected at the office of the undersigned as well as the office of the Sheriff, Khayelitsha.

Signed at Claremont this 30th day of October 1996.

De Klerk & Van Gend, Fourth Floor, Sanclare Building, Dreyer Street, Claremont. (Ref. R60219/S. Duffett/em.)

Saak No. 15946/96

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLEIN GEHOU TE MITCHELLS PLEIN

In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en BUKA GOODMAN NTSHIDI, Eerste Vonnisskuldenaar, en LULAMA NANCY NTSHIDI, Tweede Vonnisskuldenaar

Ingevolge 'n uitspraak in die Landdroshof, Mitchells Plein, en 'n lasbrief vir eksekusie, sal die volgende eiendom geregtelik verkoop word op Donderdag, 12 Desember 1996 om 10:00, aan die hoogste bieder voor die Landdroshofgebou, te Khayelitsha:

Erf 24080, in die area van die jurisdiksie van die Stadskomitee van Lingeletu-Wes, Administratiewe Distrik van die Kaap, groot 308 (driehonderd-en-agt) vierkante meter, gehou kragtens T62238/1988, ook bekend as Cherryslot 13, Tembani, Khayelitsha.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalinge en voorwaardes van die Wet op Landdroshowe, die reëls daarkragtens uitgevaardig en van die titelbewyse van die eiendom en die eiendom sal, onderworpe aan voormelde, aan die hoogste bieder verkoop word.

2. *Betaling*: 10% (tien persent) van die koopsom sal kontant ten tyde van die veiling betaal word en die volledige saldo, tesame met rente daarop teen 19,75% (negentien komma sewe vyf persent) per jaar, bereken op die bedrag van die Vonnisskuldeiser se eis (en indien daar enige ander voorkeurekrediteur is, is die rente ook op sodanige voorkeurekrediteur se eis betaalbaar), van die veilingdatum tot datum van oordrag teen registrasie van oordrag, welke bedrae deur 'n goedgekeurde waarborg van 'n bank of bouvereniging gesekureer moet word en binne 14 dae van die veilingdatum ingedien moet word. Die volgende veranderinge word gemeld, maar nie gewaarborg nie: Enkelwoonhuis met asbesdak bestaande uit sitkamer/kombuis, drie slaapkamers, badkamer/toilet/handewasbak en motorhuis.

3. *Voorwaardes*: Die volledige veilingvoorwaardes sal onmiddellik voor die veiling deur die afslaer voorgelees word en lê ter insae in die kantoor van die ondergetekende sowel as die kantore van die Balju, Khayelitsha.

Geteken te Claremont hierdie 30ste dag van Oktober 1996.

De Klerk & Van Gend, Vierde Verdieping, Sanclaregebou, Dreyerstraat, Claremont. (Verw. R60112/S. Duffett/em.)

Case No. 39575/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN

In the matter between NEDCOR BANK LIMITED, Judgment Creditor, and J. DAVIDS, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Thursday, 19 December 1996 at 10:30, at the property of the following immovable property:

Erf 11973, Cape Town, at Woodstock, measuring 214 square metres, held by the Judgment Debtor under Deed of Transfer T32452/80, also known as 74 Regent Street, Woodstock, Cape, and comprising a semi-detached house with two bedrooms, bathroom, lounge and kitchen.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One tenth (1/10th) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the ruling building society rate to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee, and subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Cape Town, and at the offices of the undermentioned auctioneers: Paramount Auctioneers, Fourth Floor, 71 Bree Street, Cape Town. (Tel. 23-6257.) (Ref. Mr. S. Penkin.)

A bond/s will be available to an approved purchaser/s.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, 8 Darling Street, Cape Town. (Ref. L. A. Whittaker/ddt.)

Case No. EL224/96

E. C. D. Case No. 843/96

IN THE SUPREME COURT OF SOUTH AFRICA

(East London Circuit Local Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
SONWABO NTLONGA MTSHEMLA, Defendant**

In pursuance of a judgment granted in the Supreme Court (East London Circuit Local Division) and writ of execution dated 27 June 1996 by the above Honourable Court, the following property will be sold in execution on Friday, 13 December 1996 at 10:00, by the Sheriff of the Court, at:

Erf 19915, East London, in extent 2 116 square metres, held by Deed of Transfer T1845/1995, commonly known as 7 Pentstemmon Place, Vincent Heights, East London.

The property consists of usual buildings/outbuildings.

Description: Entrance hall, single storey, lounge, dining-room, family room, kitchen, four bedrooms, bathroom, w.c., bathroom/shower/w.c., single storey, bar, sewing room, dresser, two garages, servants' quarters and store-room.

Conditions of sale:

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Supreme Court Rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. A substantial loan can be raised for an approved purchaser with prior approval.

3. Conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected in his office at 46(d) Beach Road, Nahoon, East London.

4. The Plaintiff or the Plaintiff's attorneys and/or the Sheriff of the Court do not guarantee any improvements or information. Signed at East London on this 13 November 1996.

Drake Flemmer & Orsmond Inc., Tewkesbury House, 22 St James Road, Southernwood, East London. (Ref. M. B. Orsmond/RW/S311/G01168.)

Case No. EL207/96

E. C. D. Case No. 738/96

IN THE SUPREME COURT OF SOUTH AFRICA
(East London Circuit Local Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and NDIPHWE NICHOLAS MCOTELI, First Defendant, and ALICE TANDIWE MCOTELI, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (East London Circuit Local Division) and a writ of execution dated 3 June 1996 by the above Honourable Court, the following property will be sold in execution on Friday, 13 December 1996 at 12:00, by the Sheriff of the Court, at 9 Strelitzia Place, Gonubie, to the highest bidder:

Erf 3206, Gonubie, Municipality and Division of, in extent 1 060 square metres, held by Deed of Transfer 4176/1992, commonly known as 9 Strelitzia Place, Gonubie.

The following improvements are reported to be on the property but nothing is guaranteed: *Residence*: Entrance hall, two lounges, family room with bar, kitchen, three bedrooms, two bathrooms/w.c./shower, two garages, servants' quarters with w.c., brick fencing and paving.

Conditions of sale:

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Supreme Court Rules made thereunder and of the title deeds 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 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 46(d) Beach Road, Nahoon, East London.

4. The Plaintiff or the Plaintiff's Attorneys and/or the Sheriff of the Court do not guarantee any improvements or information.

Signed at East London on this 13th day of November 1996.

Drake Flemmer & Orsmond Inc., Tewkesbury House, 22 St James Road, Southernwood, East London. (Ref. M. B. Orsmond/RW/S272/G26707.)

Case No. EL228/96

E. C. D. Case No. 844/96

IN THE SUPREME COURT OF SOUTH AFRICA
(East London Circuit Local Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and LUNDI PATRICK SIMANDLA, Defendant

In pursuance of a judgment granted in the Supreme Court (East London Circuit Local Division) and writ of execution dated 27 June 1996 by the above Honourable Court, the following property will be sold in execution on Friday, 13 December 1996 at 09:00, by the Sheriff of the Court, at 46(d) Beach Road, Nahoon, East London:

Erf 42985, East London, in extent 306 square metres, held by Deed of Transfer T5266/1995, commonly known as 21 Berlin Road, Highway Gardens, East London.

The property consists of usual buildings/outbuildings.

Description: Lounge, kitchen, two bedrooms, bath/w.c., single storey and tiled roof.

Conditions of sale:

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Supreme Court Rules made thereunder and of the title deeds in so far as these applicable.
2. The purchase price shall be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. A substantial loan can be raised for an approved purchaser with prior approval.
3. Conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected in his office at 46(d) Beach Road, Nahoon, East London.
4. The Plaintiff or the Plaintiff's Attorneys and/or the Sheriff of the Court do not guarantee any improvements or information.

Signed at East London on this 12 November 1996.

Drake Flemmer & Ormond Inc., Tewkesbury House, 22 St James Road, Southernwood, East London. (Ref. M. B. Ormond/RW/S315/G01379.)

Case No. 64444/91

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
EBRAHIM HENDRICKS, First Defendant, and AYESHA HENDRICKS, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate for the District of Wynberg, dated 14 January 1992 and a warrant of execution issued thereunder, the following property will be sold in execution on 13 December 1996 at 10:30, at the site, being:

Erf 2421, Mitchells Plain, situated in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 300 (three hundred) square metres, held by the Defendants by Deed of Transfer T37382/1988, also known as 8 Pilot Way, Strandfontein (hereinafter referred to as "the property").

Conditions of sale:

1. The property shall be sold to the highest bidder, subject to the provisions of the Magistrates' Courts Act and the rules made thereunder, and to the conditions and servitudes contained and/or referred to in the title deeds in so far as these are applicable.

2. The following improvements on the property are reported, but nothing is guaranteed: A dwelling built of brick under asbestos roof, consisting of a lounge/dining-room, kitchen, bathroom and toilet and three bedrooms.

3. Payment:

3.1 One tenth ($\frac{1}{10}$) of the purchase price shall be paid to the Sheriff or his nominee by not later than 16:30, on the day of the sale.

3.2 The unpaid balance shall be paid on registration of transfer in a form acceptable to the Plaintiff's Conveyancers.

3.3 Interest shall be paid on—

3.3.1 The amount of the Plaintiff's claim at the current rate of interest applicable thereto, for each month or part thereof from the date of sale to the 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 the date of registration of transfer.

3.4 All the amounts mentioned in paragraphs 3.2 and 3.3 above shall be secured by the purchaser by an approved bank or building society guarantee to be delivered within fourteen (14) days of the sale to the Plaintiff's Conveyancers.

4. Full conditions of sale:

The full conditions of sale, which will be read out by the Sheriff immediately prior to the sale, may be inspected at the office of the Sheriff at Mitchells Plain (South) or at the offices of the undersigned.

R. E. Ellis & Associates, Attorneys for Plaintiff, Premier Centre, 451 Main Road, Observatory.

Saak No. 2371/96

IN DIE LANDDROSHOF VIR DIE DISTRIK SOMERSET WEST GEHOU TE SOMERSET WEST

**In die saak tussen ABSA BANK BEPERK handeldrywende as ALLIED BANK BPK., Eiser, en
M. D. MANUEL, Eerste Verweerder, en R. MANUEL, Tweede Verweerder**

Die volgende eiendom sal in eksekusie verkoop word op die perseel van die Landdroshof, Somerset-Wes, op Dinsdag, 17 Desember 1996 om 10:00, aan die hoogste bieder:

Erf 3096, Macassar, in die gebied van Metropolitaanse Oorgangsubstruktuur, Macassar, afdeling Stellenbosch, provinsie Wes-Kaap, groot 273 (tweehonderd drie-en-sewentig) vierkante meter, gehou kragtens Transportakte T19642/95, geleë te Tobago Place 6, Macassar, Somerset-Wes.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: Teëldak, Vibrecrete omheining, twee slaapkamers, kombuis, sitkamer, badkamer en toilet.

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 (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 veilingvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Gedateer te Kaapstad op hierdie 12de dag van November 1996.

A. F. Brand, vir De Klerk & Van Gend, Prokureur vir Eiser, Volkskasgebou, Adderleystraat, Kaapstad, 8001.

Case No. 773/94
E.C.D. Case No. 1167/95

IN THE SUPREME COURT OF SOUTH AFRICA
(East London Circuit Local Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED (Reg. No. 62/00738/06), Plaintiff, and
THOZAMA NCUMISA SALENI, Defendant**

In pursuance of a judgment granted in the Supreme Court (East London Circuit Local Division) and writ of execution dated 14 December 1995 by the above Honourable Court, the following property will be sold in execution on Friday, 13 December 1996 at 11:00, by the Sheriff of the Court, at:

Erf 34711 (a portion of Erf 4867), East London, commonly known as 8 Keswick Circle, Haven Hills, East London, in extent 580 square metres, held by Deed of Transfer T2425/1993, commonly known as 8 Keswick Circle, Haven Hills, East London.

The property consists of usual buildings/outbuildings.

Description: Single storey, lounge, dining-room, study, kitchen, three bedrooms, bathroom/w.c. and tiled roof.

Conditions of sale:

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Supreme Court rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. A substantial loan can be raised for an approved purchaser with prior approval.

3. Conditions of sale which will be read out by the Sheriff of the Court immediately prior to the sale may be inspected at his office at 46D Beach Road, Nahoon, East London.

4. The Plaintiff or the Plaintiff's attorneys and/or the Sheriff of the Court do not guarantee any improvements or information.

Signed at East London on this 13th day of November 1996.

Drake Flemmer & Orsmond Inc., Tewkesbury House, 22 St James Road, Southernwood, East London. (Ref. M. B. Orsmond/RW/S267/G26105.)

Saak No. 76574/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS,
TODDSTRAAT, PORT ELIZABETH

In die saak tussen ABSA BANK BEPERK, Eiser, en MZIKAYISE MONGAMELI BOTHA, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 11 September 1996, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 13 Desember 1996 om 14:15, by die Nuwe Geregshoue, Noordeinde, Port Elizabeth, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 2189, Motherwell NU7, groot 242 vierkante meter, gehou kragtens Transportakte TL2557/89, ook bekend as Mtwakustraart 124, Motherwell NU7, Port Elizabeth.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Noord (Tel. 57-3484).

Betaalvoorwaardes: 10% (tien persent) van die koopprys moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balans koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne 14 (veertien) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Noord (Tel. 57-3484).

Datum: 12 November 1996.

Greyvensteins Ingelyf, St Georgehuis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z04226.)

Saak No. 2633/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK BPK., Eiser, en M. VILJOEN, Verweerder

Die volgende eiendom sal in eksekusie verkoop word op die perseel van die Verweerder, op Vrydag, 13 Desember 1996 om 11:00, aan die hoogste bieder:

Erf 489, Rawsonville, geleë in die munisipaliteit Rawsonville, afdeling Worcester, provinsie Wes-Kaap, groot 280 (tweehonderd-en-tagtig) vierkante meter, gehou kragtens Transportakte T70626/94, geleë te Brandstraat 50, Rawsonville.

1. Die volgende verbetering word gemeld maar nie gewaarborg nie: Oop stuk grond.

2. **Betaling:** 10% (tien persent) van die koopprys moet ten tyde van die verkoping in kontant of per bankgewaarborgde tjek betaal word en die balans [plus rente teen die heersende koers van 17% (sewentien persent) per annum bereken op die Vonnisskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag] teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping afgelewer moet word.

3. Die Balju sal van enige bieder vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. **Voorwaardes:** Die volledige veilingvoorwaardes sal onmiddellik voor die veiling deur die geregsbode voorgelees word en lê ter insae in sy kantoor.

Gedateer te Kaapstad op hierdie 14de dag van November 1996.

A. F. Brand, vir De Klerk & Van Gend, Prokureur vir Eiser, Volkskasgebou, Adderleystraat, Kaapstad.

Saak No. 2323/96

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen ALLIED BOUVERENIGING BEPERK, Eiser, en E. FUZANI, Verweerder

Ingevolge uitspraak van die Landdroshof, Mosselbaai en lasbrief vir eksekusie teen goed, sal die ondervermelde eiendom op Dinsdag, 17 Desember 1996 om 10:00, te die Landdroskantoor, Mosselbaai, aan die hoogste bieder verkoop word, naamlik:

Erf 1403, KwaNonqaba, administratiewe distrik Mosselbaai, groot 270 vierkante meter, onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe 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.

2. Die koopprys sal betaalbaar wees teen betaling van tien persent (10%) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans tesame met rente daarop bereken teen 20,25% per jaar tot datum van registrasie van transport, sal binne een-en-twintig (21) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

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

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, Kerkstraat 10, Mosselbaai, nagesien word.

Gedateer te Mosselbaai hierdie 18de dag van November 1996.

A. P. Deacon, vir Rauch-Gertenbach Ingelyf, Kerkstraat 10 (Posbus 132), Mosselbaai.

Saak No. 2322/96

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen NBS BANK BEPERK, Eiser, en L. H. BUYS, Verweerder

Ingevolge 'n uitspraak van die Landdros vir die distrik Mosselbaai en 'n lasbrief vir eksekusie, sal die ondervermelde eiendom op Woensdag, 18 Desember 1996 om 10:00, te Erf 482, Reebok (Olckersweg 26, Reebok), aan die hoogste bieder verkoop word, naamlik:

Erf 482, Reebok, groot 676 vierkante meter, onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots aan die hoogste bieder verkoop word, onderhewig aan die bepalings van die Landdroshofwet, No. 32 van 1944, soos gewysig, en onderhewig aan die voorwaardes van die bestaande titelakte.

2. Die koopprys sal betaalbaar wees as volg:

(a) Die koper sal 'n deposito van tien persent (10%) van die koopprys betaal, asook afslaaerskommissie in kontant by ondertekening van die voorwaardes van verkoop of by wyse van 'n bankgewaarborgde tjek.

(b) Die balans van die koopprys tesame met rente teen 19,25% per jaar daarop sal binne een-en-twintig (21) dae gewaarborg moet word deur 'n goedgekeurde bank- of bougenootskapwaarborg ten gunste van Rauch-Gertenbach, Mosselbaai, betaalbaar vry van wisselkoers, teen registrasie van transport in die naam van die koper.

3. Die volledige voorwaardes van verkoop mag gedurende kantoorure by die kantore van die Eiser se prokureurs en die Balju se kantoor te Montagustraat 99, Mosselbaai, nagesien word en sal ook voor die verkoping gelees word.

4. Die eiendom is verbeter met 'n woning bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer en motorafdak en word verkoop onderhewig aan die terme en voorwaardes van die titelakte.

Gedateer te Mosselbaai op hierdie 18de dag van November 1996.

Rauch-Gertenbach Ingelyf, Prokureurs vir Eiser, Kerkstraat 10 (Posbus 3), Mosselbaai, 6500.

Case No. 203/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED

**In the matter between THE STANDARD BANK OF SA LTD (REG. No. 62/00728/06), Plaintiff, and
HILLEL BEN-EZER, Defendant**

In pursuance of a judgment in the Court of the Magistrate at Port Alfred, dated 3 May 1996, the following immovable property will be sold in execution on Thursday, 19 December 1996 at 12:30, at the Magistrate's Court, Port Alfred:

1. Erf 3959, Port Alfred, in the Municipality of Port Alfred, Division of Bathurst, in extent five hundred and seventy-eight (578) square metres, held by Deed of Transfer T81982/92.

Street address: 70 Sea Lords Way, Royal Alfred Marina, Port Alfred.

Whilst nothing is guaranteed, it is understood that the property is a vacant plot situated on the Royal Alfred Marina.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the date of the sale. The full conditions of sale can be inspected at the offices of the Magistrate, Port Alfred, the Plaintiff's attorneys and the Sheriff, Port Alfred. Interested parties are asked to contact the Plaintiff who may be prepared to grant loan facilities to an approved purchaser.

Dated at Port Alfred on this the 15th day of November 1996.

De Klerk & Pitcher, Plaintiff's Attorneys, 44 Van der Riet Street, Port Alfred. (Ref. Mr De Klerk/LG/4445.)

Case No. 392/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BATHURST HELD AT PORT ALFRED

**In the matter between NEDCOR BANK LIMITED (Reg. No. 51/00009/06), Plaintiff, and
MART PROPERTIES CC (CK86/23239/23), Defendant**

In pursuance of a judgment in the Court of the Magistrate at Port Alfred, dated 17 September 1996, the following immovable property will be sold in execution on Thursday, 19 December 1996 at 12:15, the Magistrate's Court, Port Alfred:

1. (a) Section 1 (one), as shown and more fully described on Sectional Plan SS245/1987 (hereinafter referred to as "the sectional plan") in the scheme known as Settler Sands, in respect of the land and building or buildings situated at Port Alfred, in the Municipality of Port Alfred, Division of Bathurst, of which section the floor area, according to the said sectional plan is 88 (eighty-eight) square metres in extent (hereinafter referred to as "the mortgaged section"); and

(b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan (hereinafter referred to as "the common property").

2. (a) Section 2 (two), as shown and more fully described on Sectional Plan SS245/1987 (hereinafter referred to as "the sectional plan") in the scheme known as Settler Sands, in respect of the land and building or buildings situated at Port Alfred, in the Municipality of Port Alfred, Division of Bathurst, of which section the floor area, according to the said sectional plan is 147 (one hundred and forty-seven) square metres in extent (hereinafter referred to as "the mortgaged section"); and

(b) an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan (hereinafter referred to as "the common property").

Both held by Certificate of Registered Sectional Title ST245/1987(2)(Unit).

Street address: Section 1 and 2, Settler Sands, Beach Road, Port Alfred.

Whilst nothing is guaranteed, it is understood that on the property is a sectional title dwelling consisting of plastered brick under tiles on the Kowie River at East Beach, Section 1 and 2 Settler Sands is one unit. The ground level consists of two garages and large game rooms converted to two bedrooms. The first floor consists of three bedrooms, one en-suite, bathroom, dining-area, kitchen, lounge, balcony and two courtyards.

Material conditions of sale:

The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the date of the sale. The full conditions of sale can be inspected at the offices of the Magistrate, Port Alfred, the Plaintiff's attorneys and the Sheriff, Port Alfred. Interested parties are asked to contact the Plaintiff who may be prepared to grant loan facilities to an approved purchaser.

Dated at Port Alfred on this 15th day of November 1996.

De Klerk & Pitcher, Plaintiff's Attorneys, 44 Van der Riet Street, Port Alfred. (Ref. Mr de Klerk/LG/4719.)

Case No. 1230/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and ANDRIES GERHARDUS VELTHUYSEN, First Defendant, and MARIA DORETHIA DELENA VELTHUYSEN, Second Defendant

In pursuance of a judgment in the Magistrate's Court of George and a warrant of execution dated 13 September 1996 the property listed hereunder will be sold in execution by the Sheriff of the Magistrate's Court, Knysna, on 18 December 1996 at 10:00, to the highest bidder, at the premises, being:

Erf 4439, Knysna, situated in the Municipality and Division of Knysna, measuring 573 square metres, held by Deed of Transfer T39199/95, also known as 11 Curlew Street, Knysna.

The following improvements are reported to be on the property but nothing is guaranteed: House consisting of lounge, kitchen, pantry, three bedrooms, bathroom, two showers, two toilets and garage.

Conditions of sale:

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deed in so far as these are applicable.

2. *Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof on the date of the sale to the Sheriff, Knysna, and the balance together with interest thereon at the rate of 20,25% (twenty comma two five per cent) per annum from date of sale to date of registration of transfer shall be paid to the Sheriff, Knysna, within 30 days or secured by an approved bank or building society guarantee.

3. *Conditions:* The full conditions of the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Knysna, as also Messrs Millers Incorporated, Office 10, Woodmill Lane, Main Street, Knysna.

Dated at Knysna on November 1996.

Millers Incorporated, Plaintiff's Attorneys, Office 10, Woodmill Lane, Main Street, Knysna.

Saak No. 4208/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen SMALL BUSINESS DEVELOPMENT CORP. LTD, Vonnisskuldeiser, en ECONOMIC MOTOR SERVICES CC, Eerste Vonnisskuldenaar, MARTIN JOHN HARRIS, Tweede Vonnisskuldenaar, en GARTH BRAMWELL WOOD, Derde Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 20 Mei 1994, in die Kuilsrivier Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 19 Desember 1996 om 13:15, Jakarandastraat 86, Brackenfell, aan die hoogste bieder, met geen reserweprys:

Beskrywing: Erf 4157, Brackenfell, groot 920 (negehonderd-en-twintig) vierkante meter, gehou kragtens Akte van Transport T22309/95.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit 'n leë erf.

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, Northumberlandweg 29, Bellville, 7530.

Gedateer te Parow op hierdie 19de dag van November 1996.

R. J. C. Pienaar, vir Pienaar Posthumus & Rathbone, First Floor, Cape of Good Hope Bank Building, 120 Voortrekker Road (P.O. Box 702), Parow, 7500. [Tel. (021) 930-2124/5.] (Verw. RJCP/rs/G04349.)

Saak No. 5387/95

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 PIETER MARTHINUS JONKER, Eerste Verweerder, en MARLENE JONKER, Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof gedateer 16 September 1996 en daaropvolgende lasbrief vir eksekusie gedateer 16 September 1996, sal die ondergemelde eiendom per openbare veiling in eksekusie verkoop word op 19 Desember 1996 om 11:00, te Palgravestraat 8, George:

Erf 6588, George, in die munisipaliteit en afdeling George, Wes-Kaap-provinsie, groot 643 (seshonderd drie-en-veertig) vierkante meter, geleë te Palgravestraat 8, George, en bestaande uit sitkamer, eetkamer, drie slaapkamers, badkamer en kombuis, maar ten opsigte daarvan kan geen waarborg gegee word nie.

Voorwaardes:

Die eiendom sal voetstoots sonder reserve 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 kantoor-ure ter insae lê by die kantore van die ondergetekendes en van die Geregsbode, Wellingtonstraat 36A, George, en sal onmiddellik voor die verkoping uitgelees word deur die Afslaer.

Stadler en Swart, Prokureurs vir Eksekusieskuldeiser, Donerailestraat 3, George.

Case No. 16415/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

NEDCOR BANK LIMITED, trading as NEDBANK versus SHEYAAM SEPTEMBER

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, 8 Caen Road, Strandfontein, 7785, on Tuesday, 17 December 1996 at 11:30:

Erf 37138, Mitchells Plain, in the Municipality of Cape Town, in extent 286 (two hundred and eighty six) square metres, held by Deed of Transfer T80036/93 and situated at 8 Caen Road, Strandfontein, 7785.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Mitchells Plain South.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per 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 25,50% (twenty five comma five nil 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 this 18th day of November 1996.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorneys, 2 Park Alpha, Du Toit Street, Bellville. [Tel: (021) 946-3165.] (Ref. GJV/SG Z33089.)

Saak No. 759/96**IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY****In die saak tussen WILLEM MATTHYS VAN ROOYEN, Eerste Eiser, en JOHANNA JACOB VAN ROOYEN, Tweede Eiser, en JACOBUS GERHARD VAN ROOYEN, Verweerder**

Kragtens 'n vonnis en lasbrief tot uitwinning van bogemelde Agbare Hof gedateer 11 September 1996, sal die ondergemelde eiendom per publieke veiling verkoop word op Donderdag, 19 Desember 1996 om 10:00, voor die Landdroskantore, Kimberley, onderhewig aan die verkoopvoorwaardes wat deur die Balju van Kimberley voorgelees sal word voordat die veiling 'n aanvang neem, welke verkoopvoorwaardes geïnspekteer kan word by die kantore van die Balju van Kimberley en by die kantoor van die prokureurs wat namens die Eiser optree, die eiendom synde:

Erf 29562, Kimberley, geleë in die stad en distrik Kimberley, groot 668 (seshonderd agt-en-sestig) vierkante meter, gehou kragtens Sertifikaat van Verenigde Titel T4820/1994 onderworpe aan die eerste verbandakte ten gunste van ABSA Bank en onderworpe aan die Verbandakte B2266/95.

Geregistreer in naam van die Verweerder en bekend as Ednastraat 45, Kimberley.

Voorwaardes:

1. Betaling van 10% (tien persent) van die koopprijs in kontant op datum van die veiling, en die balans betaalbaar teen registrasie van transport op die naam van die koper, welke balans gewaarborg moet word by wyse van 'n aanvaarbare bank- of bouverenigingwaarborg en welke waarborg binne tien (10) dae na die datum van die veiling verskaf moet word.

2. Afslaerskommissie teen 5% (vyf persent) van die bruto koopprijs is betaalbaar op die datum van die veiling, tesame met alle agterstallige en uitstaande belastinge.

Gedateer te Kimberley op hierdie 21ste dag van November 1996.

Mnr De Jager, vir Engelsman, Benade & Van der Walt, Prokureurs vir Eisers, Tweede Verdieping, Nedbankgebou, Chapelstraat, Kimberley.

Saak No. 1657/95**IN DIE LANDDROSHOF VIR DIE DISTRIK VRYBURG GEHOU TE VRYBURG****In die saak tussen ABSA BANK BEPERK (ALLIED DIVISIE), Eiser, en mnr. K. P. THIBA, Eerste Verweerder, en mev. K. P. THIBA, Tweede Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 23 Augustus 1996, sal die hiernavermelde vaste eiendom in eksekusie verkoop word op 10 Januarie 1997 om 10:00, voor die hoofingang, Landdroshofgebou, De Kockstraat, Vryburg, aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 2282, Huhudi, Vryburg.

Verbeterings (nie gewaarborg nie): Die woning op die perseel bestaan uit die volgende: Siersteen buitemure. Die binnemure is gepleister en geverf. Vier slaapkamers, aparte toilet, sitkamer, kombuis, twee badkamers, eetkamer, opwaskamer. Die vloere van die sitkamer en slaapkamers is bedek met mat, en die vloere van die kombuis, badkamers en eetkamer met novilon. Die eiendom is omhein met draad. Teëldak. Ook bekend as hoek van Phumani- en Thibastraat, Huhudi, Vryburg.

Voorwaardes: Een tiende van die koopprijs in kontant of deur middel van 'n bankgewaarborgde tjek aan die Balju, vir die rekening van die vonnissskuldeiser, betaling waarvan op die verkoopsdatum moet geskied. Die balans is betaalbaar teen oordrag en moet verseker word deur 'n bank- of bouverenigingwaarborg deur die koper, binne 14 (veertien) dae na die verkoping verskaf word.

Die volledige verkoopvoorwaardes lê vir inspeksie by die Balju se kantoor gedurende kantoorure.

Geteken te Vryburg op hierdie 21ste dag van November 1996.

Dawid Viviers, Prokureurs vir Eiser, p.a. Du Plessis-Viviers, Markstraat 136 (Posbus 2010), Vryburg, 8600.

Case No. 640/95**IN THE SUPREME COURT OF SOUTH AFRICA**

(Eastern Cape Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and COERT RETIEF JORDAAN in his capacity as Trustee of the C. R. JORDAAN FAMILIE TRUST, Plaintiff

In pursuance of a judgment of the Supreme Court of South Africa (Eastern Cape Division) granted on 18 July 1995, and attachment dated 8 August 1995, the following immovable property of the Defendant will be sold at the offices of the Sheriff of the Supreme Court, c/o C. W. Malan & Company, 37 Church Street, Humansdorp, by public auction on 20 December 1996 at 11:00:

Erf 859, Sea Vista, in the area of the Local Council of St. Francis Bay, Division of Humansdorp, Province Eastern Cape, in extent 1 090 square metres, held by the Defendant by Deed of Transfer T38499/90 (35 Praslin Reach, Sea Vista, St Francis Bay, District Humansdorp).

Whilst nothing is guaranteed it is understood that the improvements on the property consist of a three bedroom dwelling house of brick under thatch with two bathrooms, garage and usual outbuildings situated on a canal with good view.

The purchaser must make a deposit of ten per centum (10%) of the purchase price, pay the fees of the Sheriff of the Supreme Court and the arrear rates on the day of the sale, the balance to be payable against registration of transfer and to be secured by a guarantee from a bank or building society in favour of the Sheriff of the Supreme Court to be approved by the Plaintiff's Attorneys, within fourteen (14) days of the date of sale.

The said property will be sold on the conditions which will be read out at the sale by the Sheriff of the Supreme Court which conditions may be inspected at the offices of the Sheriff of the Supreme Court, Mr E. van E. Skein, 37 Church Street, Humansdorp.

Dated at Grahamstown this 13th day of November 1996.

Dold & Stone, Attorneys for Plaintiff, 100 High Street, Grahamstown. (Ref. Mr C. K. M. Stone.)

Saak No. 1296/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen EERSTE NASIONALE BANK VAN S.A. BEPERK, Eiser, en M E STOPFORD, handeldrywende as STOPFORD CONSTRUCTION, Verweerder

Ter uitvoering van 'n uitspraak in die Landdroshof vir die distrik Bredasdorp, 'n lasbrief tot uitwinning gedateer 4 September 1996, sal die volgende eiendom bekend as Erf 1909, Mattheestraat 22, Bredasdorp, soos hieronder beskrywe op Vrydag, 13 Desember 1996 om 11:00 te die Landdroshof, Bredasdorp, aan die hoogste bieder verkoop word:

Erf 1909, Bredasdorp, in die munisipaliteit en afdeling Bredasdorp, provinsie Wes-Kaap, groot 1 457 (eenduisend vierhonderd sewe-en-vyftig) vierkante meter.

Geen verbeterings is op die eiendom aangebring nie.

Verkoopvoorwaardes: 10% (tien persent) van die koopprijs is as 'n deposito kontant betaalbaar en die balans teen registrasie van transport. Die volledige verkoopvoorwaardes wat onmiddellik voor die verkoping voorgelees sal word, lê ter insae in die kantoor van die Balju, vir die landdrosdistrik, Bredasdorp, Kerkstraat 57, Bredasdorp.

Gedateer te Bredasdorp op 21 November 1996.

Besters, Eiser se Prokureur, Langstraat 37, Bredasdorp.

Case No. 4684/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

In the matter between AJAX TOOL & PLANT HIRE, Plaintiff, and BEN JACOBS, trading as PROPAVE, Defendant

In pursuance of a judgment granted in the Magistrate's Court for the District of East London, and writ of execution dated 12 July 1996, by the above Honourable Court, the following property will be sold in execution on 18 December 1996 at 09:00 by the Sheriff of the Court, at the property situated at 10 Human Road, Dawn, East London:

Erf 115, Municipality and Division of East London, in extent 3 499 (three thousand four hundred and ninety-nine) square metres, held by Deed of Transfer T209/95, commonly known as 10 Human Road, Dawn, East London.

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% (ten per cent) and the balance against transfer. A substantial building society 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 the Sheriff of the Court do not guarantee any improvements or information.

Signed at East London on this 12th day of March 1996.

Drake Flemmer & Orsmond Inc., Tewkesbury House, 22 St James Road, Southernwood, East London. (Ref. Mrs Kane/svz/A336.)

Saak No. 1246/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen BOLAND BANK PKS BPK., Eksekusieskuldeiser, en I. G. L. THERON, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 16 Augustus 1996, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 13 Desember 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 323, Struisbaai, geleë in die gebied Struisbaai Plaaslike Oorgangsraad, afdeling Bredasdorp, provinsie Wes-Kaap, groot 967 vierkante meter, gehou kragtens Transportakte T85736/94.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Dit is 'n onverbeterde eiendom.

Betaalvoorwaardes: 10% (tien persent) van die koopprys van die eiendom tesame met die Balju-kommissie, moet onmiddellik na die veiling betaal word. Die balanskoopprys, 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: 15 November 1996.

Luttig & Seun, per L. le Riche, Eiser se Prokureur, Waterkantstraat, Bredasdorp. (Verw. Z04528.)

NATAL

Case No. 74274/95

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

In the matter between ISMAIL OMAR, MUHAMMAD ISMAIL OMAR and RIDWAN ISMAIL OMAR, Plaintiffs, and T. N. MYENI, trading as IMBALENHLE BUTCHERY, Defendant

In pursuance of a judgment granted on 2 February 1996 in the Magistrate's Court for the District of Durban, held at Durban, in the above-mentioned case, and by virtue of a writ of execution issued thereon, the property listed hereunder will be sold by public auction to the highest bidder at the main south entrance, Magistrate's Court, Umlazi (near the national flag post), Durban, on 11 December 1996 at 10:00:

Property: Unit M661, in the Township of Umlazi, District of Umlazi, Deed of Grant 3735/1985, measuring 1 132 square metres, consisting of a brick under tile dwelling, water and light facilities, eight bedrooms, three bathrooms, kitchen, dining-room, lounge, two garages and concrete fencing.

Postal address: M661, Umlazi.

Zoning: Residential area.

Nothing in the above is guaranteed.

1.1 The sale shall be subjected to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1.2 The property shall be sold as it stands i.e. voetstoots and subject to all the conditions of the title deed.

1.3 The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff for the Magistrate's Court within 14 days after the sale to be approved by the Plaintiff's attorneys.

2. The purchaser shall be liable for payment of interest at the rate of 15,5% (fifteen comma five per cent) per annum to the Plaintiff on the amount of the award to the Plaintiff 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 arrear rates and other necessary charges to effect transfer upon written request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Umlazi, V1030, Durban.

Dated at Durban this 7th day of November 1996.

Ismail Omar & Company, Plaintiff's Attorneys, 102 Queen City, 54 Queen Street, DX 110, Durban. [Ref. Mr Jagdew/G.81 (31).]

Case No. 47081/96

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and
THEMBINKOSI SAMUEL MADELA, Execution Debtor**

In pursuance of a judgment in the Magistrate's Court of Durban, held at Durban, dated 27 August 1996 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 19 December 1996 at 10:00, at Eighth Floor, Maritime House, 1 Salmon Grove, 143 Victoria Embankment, Durban, to the highest bidder:

Property description:

(a) A unit consisting of Section 112, 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, of which section the floor area according to the said sectional plan is 41 (forty-one) 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 ST1281/1996.

Postal address: Flat H1, Bencorrum, 183 Prince Street, South Beach, Durban.

Improvements: Bachelor flat located in the middle of the complex, comprising bedroom, bathroom and other room (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 18,75% (eighteen 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), current and arrear levies due to the body corporate (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, Durban Central, Second Floor, Stafmeyer House, Beach Grove, Durban, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Durban this 12th day of November 1996.

Shepstone & Wylie, Execution Creditor's Attorneys, Scotswood, 37 Aliwal Street, Durban. (Ref. C:/Nedperm/Sale/M440.)

Case No. 46625/96

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 UNITED BANK, Plaintiff, and NORMAN
GEORGE STARKEY, First Defendant, and MAGDELENA DOROTHEA STARKEY, Second Defendant**

In pursuance of a judgment granted on 26 August 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 19 December 1996 at 10:00, at Eighth Floor, Maritime House, 1 Salmon Grove, Durban;

Description: A unit consisting of—

(a) Section 9, as shown and more fully described in Sectional Plan SS292/86, in the scheme known as Ocean Ridge, in respect of the land and building or buildings, situated at Durban, Administrative District of Natal, Province of KwaZulu-Natal, of which section the floor area according to the sectional plan is 54 (fifty-four) square metres in extent, and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Street address: Flat 32, Ocean Ridge, South Beach Road, Durban.

Improvements: Brick under concrete simplex unit comprising of two bedrooms, entrance passage, lounge, kitchen, bathroom and separate 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 creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 11th day of November 1996.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. A0038/614/JR/cc.)

Case No. 5399/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BALCHAND SAHADEO, First Defendant, and DHANAM SAHADEO, Second Defendant

In pursuance of a judgment granted in the Supreme Court, the property listed hereunder will be sold in execution on 12 December 1996 at 10:00, at Room 29, Eighth Floor, Maritime House, 143 Salmon Grove, Durban:

Description of property: 1. A unit consisting of:

(a) Section 19, as shown and more fully described on Sectional Plan S81/92 in the scheme known as Orient Gardens, situated at Isipingo, Local Authority, Borough of Isipingo of which the floor area, according to the said sectional plan is 142 (one hundred and forty-two) square metres;

(b) an undivided share in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under certificate of Registered Sectional Title ST7536/93.

Postal address: Flat 1, Orient Gardens, Orient Drive, Orient Hills.

Improvements: Simplex of brick under tile roof with double garage below the simplex, two bedrooms, en suite with bath (broken), basin, shower and toilet, bathroom with bath and basin (broken) and toilet (tiled floor), lounge (tiled), dining-room (tiled), kitchen with fitted cupboards (broken), (tiled floor), no servants' quarters, doors and windows are broken.

Nothing in the above is guaranteed.

Zoning: Residential area.

The full conditions of sale may be inspected at the offices of the Sheriff, Supreme Court Durban South, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 14th day of November 1996.

A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, Bay Passage Entrance, 343 Smith Street. (Ref. Mr Archary/s13.)

Case No. 2705/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and THEMBINKOSI ENOCK MBAMBO, Execution Debtor

In pursuance of a judgment granted on 4 May 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, 13 December 1996, at 10:00, at the Magistrate's Court Building, Room 7D, Groom Street entrance, Verulam:

Description: Ownership Unit M333, situated in the Township of KwaMashu, District Ntuzuma, in extent two hundred and fifty-five (255) square metres, represented and described on General Plan PB687/1986 held under Deed of Grant G821/91.

Street address: Unit M333, KwaMashu.

Improvements: Face brick under asbestos dwelling consisting of two bedrooms, lounge, kitchen, toilet outside with bathroom. Lights and water facilities: Wire fencing.

Zoning: Special residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrate's Court act and the rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for payment of interest at the rate of 19% (nineteen per cent) per annum to the bondholder, NEDCOR BANK LIMITED (formerly Nedperm Bank Limited, formerly South African Permanent Building Society), on the amount outstanding by the Execution Debtor to the Execution Creditor as at the date of sale or the purchase price whichever is the lesser, calculated from the date of sale to the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam. [Tel. (0322) 33-1037.]

Dated at Durban this 11th day of November 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. 5302/96

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 MARK JEFFERY, First Defendant, and LEONE AMANDA JEFFERY, 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 the courtyard of Summer Sands, Marine Terrace, Scottburgh, on Friday, 20 December 1996 at 10:00:

Description: Sub. 1 of Lot 1178, Pennington, situated in the Pennington Town Board Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, in extent 1 139 (one thousand one hundred and thirty-nine) square metres, held under Deed of Transfer T19757/94.

Physical address: 8 Savell Road, Pennington (Park Rynie), Natal.

Zoning: Special Residential.

The property consists of the following: Face brick and plaster under tile dwelling comprising paved front verandah, lounge, open plan kitchen, dining-room, four bedrooms (main en-suite), all have built-in cupboards and full bathroom. The outbuildings comprised of toilet.

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, Summer Sands, Marine Terrace, Scottburgh.

Dated at Durban this 11th day of November 1996.

Goodrickes, Plaintiff's Attorneys, 24th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.10386/nf.)

Case No. 9058/94

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 PAUL HARTLEY, First Defendant, and Mrs NTOMBIZANELE JUNE ROSE HARTLEY, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 22 March 1995 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Durban Central, at the office of the Sheriff, Durban Central, Eighth Floor, Maritime House, 143 Salmon Grove, Durban, on Thursday, 19 December 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 Eighth Floor, Maritime House, 143 Salmon Grove, Durban, namely:

Lot 155, Sea View, situated in the City of Durban, Administrative District of Natal, in extent 1 490 (one thousand four hundred and ninety) square metres, which property is physically situated at 844 Sarnia Road, Sea View, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T25597/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile, asbestos and concrete three storey dwelling with detached outbuildings consisting of entrance hall, two lounges, dining-room, seven bedrooms, two kitchens, two bathrooms, two separate toilets and two stoeps. *Outbuildings:* Granny flat consisting of lounge, bedroom, kitchen, bath, toilet, garage toilet and room.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 16,25% (sixteen comma two five per 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 11th day of October 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/A0034/34/Mrs Chetty.)

Case No. 4775/96

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 RAJENDRA MANIDUTH SINGH, First Defendant, and Mrs PRESHEETA SINGH, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 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, Chatsworth, at the Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 10 December 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 2182, Shallcross Extension 2, situated in the Development Area of Shallcross, Administrative District of Natal, in extent 754 (seven hundred and fifty-four) square metres, which property is physically situated at 140 Harinagar Road, Shallcross, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T6465/95.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling, consisting of lounge, dining-room, kitchen, four bedrooms, bathroom/toilet, shower/toilet and single garage.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the 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 19,25% (nineteen 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 this 4th day of November 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/A0034/999/Mrs McDonnell.)

Case No. 3983/96

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
BRUCE CHEEK, First 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 Maritime House, Eighth Floor, 1 Salmon Grove, Durban, on Thursday, 19 December 1996 at 10:00:

Description: Section 36, as shown and more fully described on Sectional Plan SS186/91 in the scheme known as Princeton, in respect of the land and building or buildings situated at Durban and in the Local Authority Area of Durban of which the floor area according to the said sectional plan is 34 (thirty-four) 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 ST8005/93.

Physical address: 38 Princeton, 94 Hospital Road, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: A bachelor flat comprising lounge, kitchen, bathroom/toilet and an enclosed verandah.

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, 21 Stafmeyer House, Beach Grove, Durban, Natal.

Dated at Durban this 13th day of November 1996.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.10200/sa.)

Case No. 4454/96

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
NELISIWE ZYNETH MTHETHWA, First 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 south entrance of the Umlazi Magistrate's Court, near the National Flag Post, on Friday, 20 December 1996 at 12:00:

Description: Site Y58, situated in the Township of Umlazi, in the District of Umlazi, in extent 343 (three hundred and forty-three) square metres, held under Certificate of Right of Leasehold G2484/93.

Physical address: Y58 Unnamed Road, Umlazi Township, Natal.

Zoning: Special Residential.

The property consists of the following: Single-storey dwelling comprising lounge, kitchen, three bedrooms, bath and toilet. 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, Umlazi, Natal.

Dated at Durban this 6th day of November 1996.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.10257/nf.)

Case No. 4578/96

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 NOMATHAMSANQA AUDREY KHUMALA NO., First Defendant, and NOMATHAMSANQA AUDREY KHUMALO, 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 south entrance of the Umlazi Magistrate's Court, near the National Flag Post, on Friday, 20 December 1996 at 12:00:

Description: Site K1447, situated in the Township of Umlazi, in the District of Umlazi, in extent 470 (four hundred and seventy) square metres, held under Deed of Grant G3870/92.

Physical address: K1447, Unnamed Road, Umlazi Township, Natal.

Zoning: Special Residential.

The property consists of the following: Single storey dwelling comprising lounge, kitchen, three bedrooms, shower and toilet.

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, Umlazi, Natal.

Dated at Durban this 6th day of November 1996.

Goodrickes, Plaintiff's Attorney, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.10213/nf.)

Case No. 1458/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between ABSA BANK LIMITED (Reg. No. 86/04794/06), trading as ALLIED BANK, Plaintiff, and DAVID KIDD INVESTMENTS CC, CK91/19801/23, First Defendant

In pursuance of a judgment granted on 8 July 1992, in the Court of the Magistrate, Stanger, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 14 December 1996 at 10:30, on site, 7 Elizabeth Drive, Ballito.

Description: Lot 574, Ballitoville situated in the Dolphin Coast Transitional Local Council Area, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 012 (one thousand and twelve) square metres.

Street address: 7 Elizabeth Drive, Ballito.

Improvements: Brick under tile dwelling comprising of three bedrooms (one en-suite), bathroom/toilet, sauna and change room, lounge, dining-room, kitchen, game room, closed in terrace, swimming-pool, jacuzzi and garage at the bottom of the house (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim]] until the date of transfer.

2.3 Transfer shall be effected by the Attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

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

Dated at Durban this 23rd day of October 1996.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. A0038/339/JR/cc.); c/o Laurie C. Smith, 22 Jackson Street, P.O. Box 46, Stanger.

Case No. 1381/95

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 JOHN WEATHERILL, First Defendant, and DAWN HEATHER WEATHERILL, Second Defendant

The following property shall be sold by the Sheriff for the Supreme Court, Pinetown, on 17 January 1997 at 10:00, at the front entrance to the Magistrate's Court, Magistrate's Court Building, Chancery Lane, Pinetown, to the highest bidder without reserve:

Sub. 267 (of 141 of the farm Upper End of Lange Fontein 980, situated in the Township of Waterfall and in the Pinetown Regional Water Services Area, Administrative District of Natal Province of KwaZulu-Natal, in extent 4 506 square metres, held by the Defendants under Deed of Transfer T5817/89 and having street address at 87 Rainbow Drive, Crestholme, KwaZulu-Natal.

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 Split level dwelling comprising (top level): Lounge, lounge/dining-room, three bedrooms (mes), kitchen, bathroom, shower and two w.c.'s and shower, w.c. and enclosed verandah and (lower level): Bedroom and garage.

2.2.2 Outbuilding comprising double garage and enclosed yard and five dog kennels.

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% 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-guaranteed cheque on conclusion of the sale;

3.3 the full conditions of sale may be inspected at the office of the Sheriff, 2 Samkit Centre, 62 Caversham Road, Pinetown, 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 12th day of November 1996.

J. M. Koch, for John Koch & Company, Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.1541/D11.)

Case No. 2365/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

**In the matter between ABSA BANK LIMITED, Reg. No. 86/04794/06, trading as TRUST BANK, Plaintiff, and
NAMAWATHI LAUTAN, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Port Shepstone and the warrant of execution issued pursuant thereto on 27 August 1996, the immovable property described as—

Sub. 2 of Lot 844, Port Shepstone, situated in the Port Shepstone Transitional Local Council Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 012 square metres, held under Deed of Transfer T19743/1994, and situated in 19 Albersville Road, Port Shepstone,

will be sold in execution on Friday, 13 December 1996 at 10:00, 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:

1. (a) The purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the Purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of 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 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 double storey dwelling under brick and slate, consisting of: *Ground level:* Two single garages, two undercover parking bays, flatlet consisting of shower, room, two bedrooms, kitchen and bathroom. *Upper level:* Lounge, dining-room, kitchen, five bedrooms, two toilets, two bathrooms and laundry room.

Dated at Port Shepstone on this 12th day of November 1996.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/A292/01T410500.)

Case No. 1288/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
EDDERLEY INVESTMENTS (PTY) LTD, Defendant**

In pursuance of a judgment of the Supreme Court of South Africa, dated 8 July 1996, the writ of execution dated 12 July 1996, the immovable property listed hereunder will be sold in execution on Friday, 13 December 1996 at 11:00, at the entrance to the Magistrate's Court Building, Port Shepstone, to the highest bidder:

Lot 412, Port Edward, situated in the Umtamvuna/Port Edward Transitional Local Council Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 2 028 square metres and situated at 11 Ashton Road, Port Edward.

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Supreme Courts Act and rules made thereunder, and of the title deed in so far as these are applicable.

2. The following improvements on the property are reported, but not guaranteed: Dwelling-house consisting of four bedrooms, lounge, dining-room, kitchen, two bathrooms and toilet.

3. The purchase price shall be paid in full by way of cash or bank-guaranteed cheque to the Sheriff together with interest on the full amount of the Plaintiff's claim at the rate of 18,25% (eighteen comma two five per centum) per annum to date of payment.

4. The full conditions of sale which will be read out by the Sheriff of the Supreme Court, Port Shepstone, immediately prior to the sale may be inspected at his office at Port Shepstone.

A. H. R. Louw, for Geyser Liebetrau Du Toit & Louw, Plaintiff's Attorneys, 380 Loop Street, Pietermaritzburg. (Ref. S897L/gd.)

Case No. 1908/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between SYFRETS BANK LIMITED, Plaintiff, and MZIYONKE GILBERT MBOTHU, First Defendant, DELMAINE VAN ZYL, Second Defendant, and ANDRE FRANCOIS SERFONTEIN, Third Defendant

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division), dated 2 May 1996 and writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 20 December 1996 at 12:00, under the flagpole, southern entrance, Umlazi Magistrate's Court, Umlazi, to the highest bidder:

Property description: Site Q1019 in the Township of Umlazi, District of Umlazi, measuring 200,7 square metres and described on General Plan BA8/1967 and held under Deed of Grant 378/98, dated 27 September 1972.

Improvements: Brick under IBR roof commercial building comprising a ground floor bottle store known as the Maphitini Bottle Store and first floor restaurant. *Street address:* Maphatini Bottle Store, Unit Centre Q, Umlazi.

Town-planning zoning: Business. Nothing is guaranteed in the above respects. Nothing is guaranteed in the above respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. 10% (ten per centum) of the purchase price is to be paid in cash on the day of the sale together with the auctioneer's charges.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 days after the date of sale.

4. The purchaser shall be liable for payment of interest at the rate of 20% (twenty per centum) per annum on the purchase price to the Plaintiff from the date of sale to the date of registration of transfer.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, levies, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, District of Umlazi, and at the offices of the Execution Creditor's attorneys.

7. Prospective purchasers are advised to inspect the property prior to the sale.

Dated at Durban on this 7th day of November 1996.

Cox Yeats, Execution Creditor's Attorneys, 12th/13th Floor, Victoria Maine, 71 Victoria Embankment, Durban; P.O. Box 3032, Durban, 4000. [Tel. (031) 304-2851.] (Ref. M. Jackson/17S517089.)

Case No. 5125/96

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 CARROL JAMES, First Defendant, and BERNARD JOHN JAMES, 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 Eighth Floor, Maritime House, 1 Salmon Grove, Durban, on Thursday, 19 December 1996 at 10:00:

Description: Section 3, as shown and more fully described on Sectional Plan SS7/1985 in the scheme known as San Francisco in respect of the land and building or buildings situated at Durban, City of Durban, of which section the floor area according to the said sectional plan is 95 (ninety-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 CRST No. 7/1985 (3) Unit.

Physical address: G1 San Francisco, 189 Prince Street, Durban, Natal.

Zoning: Special Residential.

The property consists of the following: A flat comprising of entrance hall, lounge/dining-room, family room, two bedrooms, kitchen, bathroom/toilet and shower. The outbuildings comprise of undercover parking.

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 fourteen (14) 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, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 13th day of November 1996.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/s.10359/sa.)

Case No. 17539/96

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

In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Judgment Creditor, and MARK MARITZ, First Judgment Debtor, and NOLENE VERA MARITZ, Second Judgment Debtor

In pursuance of a judgment in the above Court and writ of execution dated 29 July 1996, the immovable property listed hereunder will be sold in execution on Friday, 13 December 1996 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Salesroom, 227 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Sub. 204 of Lot 1664, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 004 (one thousand and four) square metres, situated at 18 Globe Road, Epworth, Pietermaritzburg, held by Judgment Debtors under Deed of Transfer T21886/1992.

The following information is given about the immovable property but is not guaranteed:

Zoning: Special Residential.

Improvements: A single storey dwelling constructed of brick under tile roof, comprising lounge/dining-room, kitchen, three bedrooms, bathroom and toilet. Outbuildings comprising garage, servant's quarters and toilet.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 14th day of November 1996.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorney.

Case No. 2037/95

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

In the matter between NBS BANK LIMITED, Plaintiff, and MAKHOSAZANA JOYCE DUBE, Defendant

In execution of a judgment of the Magistrate's Court, Dundee, the following property will be sold in execution on Friday, 13 December 1996 at 10:00, in front of the Magistrate's Court, Dundee, KwaZulu-Natal:

Lot 564, Dundee, situated in the Dundee Transitional Local Council Area and in the Thukela Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 049 (one thousand and forty-nine) square metres.

The following information relating to the property is furnished but not guaranteed in any respect:

1. The property is situated at 75A Smith Street.

2. It is zoned residential and has been improved by the erection of an habitable dwelling-house.

Material conditions: The sale of the property shall be subject to the following conditions:

1. 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.

2. The purchase price shall be paid as to 10% (ten per centum) deposit of the purchase price upon conclusion of the sale and the balance, shall be secured within 14 days thereafter.

3. The Plaintiff, Defendant and the Sheriff give no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

4. The full conditions of sale shall be read immediately prior to the sale and may be inspected at the offices of Plaintiff's attorneys or at the office of the Sheriff, Dundee.

Dated at Dundee on the 31st day of October 1996.

J. de Wet, for De Wet Dreyer & Marx Inc., Plaintiff's Attorneys, 64 Gladstone Street (P.O. Box 630), Dundee, 3000. (Ref. Mr De Wet/ N1752:JJ.)

Case No. 19204/96

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

**In the matter between STRETTON BAY BODY CORPORATE, Execution Creditor, and
Mr BARNEY MICHAEL NAIDOO, First Execution Debtor, and Mrs POOMANIE NAIDOO, Second Execution Debtor**

In pursuance of a judgment granted on 6 May 1996 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, 19 December 1996 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban.

Description: Section 35, as shown and more fully described on Sectional Plan SS147/1985 in the scheme known as Stretton Bay, 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, of which section the floor area, according to the said sectional plan is 24 (twenty-four) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said sectional in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer ST7408/1995.

Street address: 306 Stretton Bay, 11 St Andrews Street, Durban.

Improvements: One unit comprising of single batchelor flat, kitchen, bathroom and toilet. D. C. water and lights.

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 interest at the rate of 21,75% (twenty-one comma seven five per cent) per annum to the bondholder, ABSA Bank Limited, on the amount of the award to the Plaintiff and the plan of distribution, calculated as from the date of sale to date of transfer, both days inclusive.

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 Central, Maritime House, Eighth Floor, 1 Salmon Grove, Durban.

Dated at Durban this 15th day of November 1996.

Livingston Leandy Incorporated, Execution Creditor's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr R. S. Gray.)

Case No. 1887/92

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and
SITHEMBISO JETHRO THANGO, Execution Debtor**

In pursuance of a judgment granted on 8 October 1992 in the Magistrate's Court for the District of Umlazi, held at Umlazi and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Wednesday, 18 December 1996 at 10:00, at the main south entrance to the Umlazi Magistrate's Court, Umlazi (near the National Flag Post).

Description: Ownership Unit 726, in the Township of Umlazi-Unit 6, District Umlazi, in extent four hundred and eighteen (418) square metres, represented and described on General Plan BA19/1966, held under Deed of Grant G2024/51.

Street address: Unit 726, Umlazi-Unit 6 (Section F), Umlazi.

Improvements: A brick plastered asbestos roof dwelling house with electricity and wire fencing consisting of two bedrooms, bathroom, kitchen and dining-room.

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 interest at the rate of 19,00% (nineteen per cent) per annum to the bondholder, Nedcor Bank Limited (formerly Nedperm Bank Limited), on the amount outstanding by the Execution Debtor to the Execution Creditor as at the date of sale or the purchase price whichever is the lesser, calculated from the date of sale to the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, old Magistrate's Office Block C, Room 4, V1030, Umlazi (Tel. 906-1713.)

Dated at Durban this 14th day of November 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. 40244/96

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

In the matter between ABSA BANK LIMITED, (Reg. No. 86/04794/06), Plaintiff, and RUTH'S CORPORATION CC (CK90/30880/23), First Defendant, and RUTH ROSI THOMBI MAKEWANE, Second Defendant

In pursuance of a judgment granted on 13 August 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 19 December 1996 at 10:00, at Maritime House, Eighth Floor, 1 Salamon Grove, Durban:

Description: A unit consisting of:

(a) Section 9, as shown and more fully described in Sectional Plan SS30/86, in the scheme known as Marbeg, in respect of the land and building or buildings situated at in the City of Durban, of which section the floor area according to the sectional plan is 52 (fifty-two) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Street address: Flat 16, Marbeg, Victoria Embankment, Durban.

Improvements: Brick under block unit comprising of entrance passage, lounge, bedroom, kitchen and bathroom/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 Creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 13th day of November 1996.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. A0038/606/JR/cc.)

Case No. 7735/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between ABSA BANK LIMITED, (Reg. No. 86/04794/06), trading as UNITED BANK, Plaintiff, and RAVINDRAKUMAR DAYAL, First Defendant, and SHEILA DAYAL, Second Defendant

In pursuance of a judgment granted on 12 September 1996, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 19 December 1996 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 606, Hillgrove, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 383 (three hundred and eighty-three) square metres.

Street address: 198 Royalhill Road, Newlands West.

Improvements: Brick under tile dwelling comprising of three bedrooms (carpeted); lounge (vinyl flooring); toilet and bathroom (vinyl flooring); iron gates; basement (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 Creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda District Two, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 18th day of November 1996.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorneys, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. A0038/612/JR/cc.)

Case No. 7784/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between ABSA BANK LIMITED (No. 86/04794/06), trading as ALLIED BANK LIMITED, Plaintiff, and DEENADAYALAN MUNSAMI GOVINDEN, First Defendant, and PRAVITHA GOVINDEN, Second Defendant

In pursuance of a judgment granted on 12 September 1996, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 19 December 1996 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

A unit consisting of:

(a) Section 3, as shown and more fully described in Sectional Plan SS192/1991, in the scheme known as Corner Mews, in respect of the land and building or buildings, situated at Verulam, of which section the floor area according to the sectional plan is 130 (one hundred and thirty) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Sectional Transfer ST17471/1993.

Street address: Flat 3, Corner Mews, 1 Darjeeling Road, Everest Heights, Verulam.

Improvements: Brick under tile sectional tile scheme comprising of main bedroom (carpeted, en-suite), two other bedrooms (one is tiled, the other is carpeted), lounge, dining-room and kitchen. Open plan (kitchen has b.i.c), toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per 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 14 (fourteen) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda District Two, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 18th day of November 1996.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. A0187/59/JR/cc.)

Case No. 7046/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between ABSA BANK LIMITED (No. 86/04794/06), trading as UNITED BANK, Plaintiff, and HANSRAJH RAMLACHAN, First Defendant, and RASEDA RAMLACHAN, Second Defendant

In pursuance of a judgment granted on 19 September 1996 in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 19 December 1996 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 1216, Castelhill, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 355 (three hundred and fifty-five) square metres.

Street address: 169 Jack Castle Avenue, Castle Hill, Newlands West.

Improvements: Brick under tile dwelling comprising three bedrooms, lounge, dining-room, kitchen, toilet, bathroom and burglar guards (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, 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 14 (fourteen) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda District Two, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 18th day of November 1996.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban. (Ref. A0038/388/JR/cc.)

Case No. 2568/96

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

In the matter between NBS BANK LIMITED, Execution Creditor, and JAMES CHETTY, First Execution Debtor, and LUTCHMEE CHETTY, Second Execution Debtor

In pursuance of a judgment in the Magistrate's Court dated 15 July 1996 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 10 December 1996 at 10:00, at the Chatsworth Magistrate's Court, to the highest bidder:

Property description: Remainder of Lot 997, Umhlathuzana, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 643 (six hundred and forty-three) square metres.

Postal address: 5-52 Avenue, Umhlathuzana Township, Chatsworth.

Improvements: Single-storey, block under tile dwelling consisting of three bedrooms, lounge, kitchen, toilet and bathroom, front verandah, water and lights and precast fencing.

Zoning: Residential Area.

Nothing in the above is guaranteed.

The full conditions of sale may be inspected at the offices of the Sheriff, Chatsworth, 12 Oak Avenue, Kharwastan.

Dated at Durban this 12th day of November 1996.

R. Maharaj & Company, Plaintiff's Attorneys, Suite 6, Daddy's Centre, 258 Pelican Drive, Chatsworth. (Ref. RDP 4837/8 SN.)

Case No. 40936/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BOBBY MOODLEY, First Defendant, and SOOBAMAL MOODLEY, Second Defendant

In pursuance of a judgment granted on 7 August 1996, in the Court of the Magistrate, Durban, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, by public auction, to the highest bidder for cash by the Sheriff of the Magistrate's Court, Chatsworth, in front of the Magistrate's Court, Chatsworth, on 10 December 1996 at 10:00, or so soon thereafter as possible:

Address of dwelling: 3 Midmar Road, Burlington Heights, Durban.

Description: Lot 83, Burlington Heights, situated in the Development Area of Shallcross, Administrative District of Natal, Province of KwaZulu-Natal, in extent 929 (nine hundred and twenty-nine) square metres.

Improvements: Brick under tile roof dwelling comprising of three bedrooms—fully carpeted with b.i.c., lounge—tiled, dining-room—tiled, two toilets—tiled, bathroom—fully tiled, bathroom with shower. Outbuildings comprising double garage, two bedrooms, toilet and bathroom, yard boundary wall and driveway tarred.

Material conditions:

1. Nothing in the above is guaranteed.

2. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

3. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the commission plus VAT due to the Sheriff of the Magistrate's Court (hereinafter referred to as "the Sheriff" immediately after the sale or such extended period as may be agreed with the Sheriff and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within 21 (twenty-one) days after the date of sale.

4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 20,25% (twenty comma two five per centum) per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the date of the sale to date of transfer.

5. The property is to be sold as it stands, that is voetstoots, and without any warranties whatsoever.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Chatsworth, at 12 Oak Avenue, Kharswastan.

Dated at Durban this 8th day of November 1996.

Mooney Ford & Partners, Execution Creditor's Attorneys, Seventh Floor, Permanent Building, 343 Smith Street, Durban.
(Ref. J. P. Cox/MC/N2760.)

Case No. 1772/95
Case No. 2669/95
Case No. 1034/96
Case No. 2166/96

IN THE SUPREME COURT SOUTH AFRICA
(Natal Provincial Division)

In the matter between THE COLLECTOR OF RATES FOR THE MARGATE TRANSITIONAL LOCAL COUNCIL, Applicant

In pursuance of orders of the above Honourable Court granted on 21 June 1995 (Case No. 1722/95), 18 September 1995 (Case No. 2669/95), 11 April 1996 (Case No. 1034/96) and 31 July 1996 (Case No. 2166/96) 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, 6 December 1996 at 11:00, namely:

Lot 698, Ramsgate, Park Road, Ramsgate: Vacant.
Lot 1034, Ramsgate: Fascadale Road, Ramsgate: Vacant.
Lot 1571, Ramsgate: Julia Street, Ramsgate: Vacant, subject to an expropriation of approximately 105 (one hundred and five) square metres in favour of the South African Roads Department.
Lot 1576, Ramsgate: 40 Milner Crescent, Margate: Vacant.
Lot 1591, Ramsgate: Halsterd Street, Ramsgate: Vacant.
Lot 1666, Ramsgate: Ogle Street, Ramsgate: Vacant.
Lot 1687, Ramsgate: Halsterd Street, Ramsgate: Vacant.
Lot 1688, Ramsgate: Halsterd Street, Ramsgate: Vacant.
Lot 1825, Ramsgate: Pickman Street, Ramsgate: Vacant.
Lot 1874, Ramsgate: Pickman Street, Ramsgate: Vacant.
Lot 1875, Ramsgate: Pickman 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 18, Uvongo: 14 Stafford Avenue, Uvongo: Undeveloped.
Lot 1629, Uvongo: 34 Capri Crescent, Uvongo: Vacant.
Remainder of Lot 256, Margate: Birchington Drive, Margate: Vacant, subject to a water furrow servitude.
Lot 1473, Margate: 7 Dennis Road, Margate: Vacant.
Lot 3020, Margate: 22 Marine Drive, Margate: Vacant.

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. 4512/96

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 VUSUMUZI COLLIN HADEBE, Defendant**

In execution of a judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division on 3 September 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 Central at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, on Thursday, 19 December 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 Maritime House, Eighth Floor, 1 Salmon Grove, Durban, namely:

1. (a) Section 24 as shown and more fully described on Sectional Plan SS476/94, in the scheme known as Willowpark Centre, in respect of the land and building or buildings situated at Durban, of which section the floor area according to the said sectional plan is 68 (sixty-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 No. P35 measuring 9 (nine) square metres being as such part of the common property, comprising the land and the scheme known as Willowpark Centre, in respect of the land and building or buildings situated at Durban, as shown and more fully described on Sectional Plan SS476/94, which property is physically situated at 603 Willowpark Centre, corner of Willowvale and Umbilo Roads, Durban, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST4800/95 and SK00878/95.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under reinforced concrete sectional title unit consisting of: Entrance hall, lounge, one and a half bedrooms, kitchen, bathroom/toilet and open bay parking.

Zoning: The property is zoned for 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 20,25% (twenty 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, Maritime House, Eighth Floor, 1 Salmon Grove, Durban.

Dated at Durban this 7th day of November 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/A0034/975/Mrs Chetty.)

Case No. 5034/96

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 RUTH ROSI NTOMBI MAKIwane, Defendant**

In execution of a judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division on 3 September 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 Central at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, on Thursday, 19 December 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 Maritime House, Eighth Floor, 1 Salmon Grove, Durban, namely:

1. (a) Section 26 as shown and more fully described on Sectional Plan SS79/90, in the scheme known as Ogwini, in respect of the land and building or buildings situated in the Local Authority of Durban, of which section the floor area, according to the said sectional plan is 108 (one hundred and 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 Area. No. P119 being as such part of the common property, comprising the land and the scheme known as Ogwini, in respect of the land and buildings situated at Durban, as shown and more fully described on Sectional Plan SS79/1990, which property is physically situated at 34 Ogwini, 9 Russell Street, Durban, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST5663/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under concrete sectional title unit consisting of: Entrance hall, lounge, kitchen, two bedrooms, enclosed balcony, bathroom/toilet and parking bay.

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 19,25% (nineteen 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, Maritime House, Eighth Floor, 1 Salmon Grove, Durban.

Dated at Durban this 7th day of November 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/A0034/960/Mrs Chetty.)

Case No. 11760/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and NAFFIZA AHMED RAWAT, Defendant

In pursuance of a judgment in the court of the Magistrate at Pietermaritzburg, dated 29 October 1996, the following immovable property will be sold in execution on 17 January 1997 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, to the highest bidder:

Lot 102, Panorama Gardens, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 548 square metres, held under Deed of Transfer T23257/90.

The following information is furnished regarding the property but is not guaranteed. The property is physically situated at 21 Redwood Crescent, Panorama Gardens, Pietermaritzburg, KwaZulu-Natal, and the property consists of vacant land.

Material conditions of sale: The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's Attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, KwaZulu-Natal, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 20th day of October 1996.

Lynn & Berrange Attorneys, Suite No. 1, Protea House, 187 Berg Street, Pietermaritzburg. (Ref. P. Berrangé/lg.)

Case No. 25693/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and BONGINKOSI ELLIOT NGOBESE, First Defendant, and SIBONGILE GOODNESS NGOBESE, Second Defendant

In pursuance of a judgment in the court of the Magistrate at Pietermaritzburg dated 4 November 1996, the following immovable property will be sold in execution on 24 January 1997 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Site 1558, Unit BB, situated in the Township of Edendale East, Pietermaritzburg, Administrative District of Natal, in extent one hundred and ninety-two (192) square metres.

The following information is furnished regarding the property, but is not guaranteed. The property is physically situated at Site 1558, Unit BB, Edendale East, Pietermaritzburg, which property consists of land improved by a single storey dwelling-house under block and tile, comprising two bedrooms, bathroom, w.c., lounge and kitchen. No outbuildings.

Material condition of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor, who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 18th day of November 1996.

Dawsons, Attorneys for Plaintiff, 19 Theatre Lane, Pietermaritzburg. (Ref. Mr Dawson/Rabia/N0660/00.)

Case No. 26141/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and KENNETH GEORGE CHARLES WHITTLESEA, Defendant

In pursuance of a judgment in the court of the Magistrate at Pietermaritzburg dated 12 November 1996, the following immovable property will be sold in execution on Friday, 24 January 1997 at 11:00, at the Sheriff's Office, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Sub. 158 (of 125) of Lot ABCDEFG 1789, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent three thousand seven hundred and twenty-one (3 721) square metres.

The following information is furnished regarding the property, but is not guaranteed. The property is physically situated at 466 Celtis Road, Mount Michael, Pietermaritzburg, which property consists of land improved by a single storey dwelling-house under brick and tile, comprising three bedrooms, two bathrooms, two w.c.'s, lounge, dining-room, study and kitchen. Outbuilding comprise two carports, one servants' quarters and w.c.

Material condition of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor, who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 20th day of November 1996.

Dawsons, Attorneys for Plaintiff, 19 Theatre Lane, Pietermaritzburg. (Ref. Mr Dawson/Rabia/N0660/00.)

Case No. 12198/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and IAN WILLIAM LAMB, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 21 June 1996, the following immovable property will be sold in execution on Friday, 24 January 1997 at 11:00, at the Sheriff's Office, 277 Berg Street, Pietermaritzburg, to the highest bidder:

(a) Section 17, as shown and more fully described as Sectional Plan SS333/95, in the scheme known as Forest Lodge, in respect of the land and building or buildings situated at Pietermaritzburg, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, of which the floor area, according to the said sectional plan is 180 (one hundred and eighty) square metres in extent;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed in the said sectional plan.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 12 Forest Lodge, 551 Chase Valley, Pietermaritzburg, which property consists of land improved by a duplex dwelling-house comprising two bedrooms, one and a half bathroom, shower, two w.c.'s, lounge, dining-room, hall and kitchen. Outbuilding comprises double garage.

Material condition of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 18th day of November 1996.

R. A. J. P. Dawson, for Dawsons, Attorneys for Plaintiff, 19 Theatre Lane, Pietermaritzburg. (Ref. Mr Dawson/Rabia/N0660/00.)

Case No. 16194/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and NARAINAMMA PADAYACHEE, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 10 July 1996, the following immovable property will be sold in execution on Friday, 24 January 1997 at 11:00, at the Sheriff's Office, 277 Berg Street, Pietermaritzburg, to the highest bidder:

(a) Section 8, as shown and more fully described as Sectional Plan SS41/1981, in the scheme known as Derek Hall, in respect of the land and building or buildings situated at Pietermaritzburg, in the Pietermaritzburg/Msunduzi Transitional Local Council Area, of which the floor area, according to the said sectional plan is 89 (eighty-nine) square metres in extent;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed in the said sectional plan.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 7 Derek Hall, 176 Loop Street, Pietermaritzburg, which property consists of a flat comprising three bedrooms, bathroom, w.c., lounge, dining-room, hall and kitchen. No outbuilding.

Material condition of sale: The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 18th day of November 1996.

R. A. J. P. Dawson, for Dawsons, Attorneys for Plaintiff, 19 Theatre Lane, Pietermaritzburg. (Ref. Mr Dawson/Rabia/N0660/00.)

Case No. 3092/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DWAYNE LIONEL BAKER, Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 29 October 1996 and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court for the District of Pietermaritzburg, on 20 December 1996 at 09:00, at the Sheriff's Offices, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

A unit consisting of—

(a) section 11, as shown and more fully described on Sectional Plan 282/93, in the scheme known as Southfork, in respect of the land and building or buildings situated at Pietermaritzburg Local Authority, Pietermaritzburg, of which section the floor area, according to the said sectional plan is 73 (seventy-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.

The property is situated at Flat 11, Southfork, 36 New Scotland Road, Pietermaritzburg, KwaZulu-Natal, and is improved by a flat constructed of brick under tile roof consisting of lounge, two bedrooms, bathroom and kitchen.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale.

2. The balance of the purchase price plus interest thereon at the rate of 18,50% (eighteen comma five nought per cent) per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg.

Dated at Pietermaritzburg this 18th day of November 1996.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G45.)

Case No. 260/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DANIEL MDUDUZI NGWANE, Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 14 February 1996, and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court for the district of Pietermaritzburg on 20 December 1996 at 09:00, at the Sheriff's Offices, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Lot 1115, Sobantu, Administrative District of Natal, in extent one hundred and twenty-five (125) square meters, held by the Mortgagor under Certificate of Registered Grant of Leasehold TL338/90, subject to the terms and conditions contained therein.

The property is situated at 878 Khumbula Drive, Sobantu Village, Pietermaritzburg, KwaZulu-Natal, and is improved by a dwelling-house constructed of brick under tile roof consisting of lounge, bedroom, kitchen and outside bathroom.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale.
2. The balance of the purchase price plus interest thereon at the rate of 18,25% per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's Conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg.

Dated at Pietermaritzburg this 18th day of November 1996.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G1.)

Case No. 2631/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BEKEZELA GOODENOUGH DLAMINI, Defendant

Take notice that pursuant to a judgment of the above Honourable Court dated 16 September 1996, and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the Supreme Court for the district of Camperdown on 19 December 1996 at 11:00, at the Sheriff's Salesroom, Lot 102, Camperdown, KwaZulu-Natal, to the highest bidder (situated on the Old Main Road, between Camperdown and Cato Ridge, exactly 1 km from the Camperdown Court-house towards Cato Ridge, being the property just before crossing the bridge over the N3):

Lot 19, Lynnfield Park, situated in the Ashburton Health Committee Area, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 944 (one thousand nine hundred and forty-four) square metres, held under Deed of Transfer T29793/93, subject to the conditions therein contained.

The property is situated at 15 Kingfisher Avenue, Lynnfield Park, KwaZulu-Natal and is vacant land.

Material conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale.
2. The balance of the purchase price plus interest thereon at the rate of 19,25% (nineteen comma two five per cent) per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's Conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 3 Charlton Avenue, Camperdown, KwaZulu-Natal.

Dated at Pietermaritzburg on this 13th day of November 1996.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G37.)

Case No. 2700/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between C. I. CONTRACTS, Execution Creditor, and ALBY'S CONSTRUCTION, the sole proprietor of which is ALBERT VEERASAMY, married in community of property to KEWLA VEERASAMY, Execution Debtor

In pursuance of a judgment granted on 27 June 1996, in the Supreme Court of South Africa (Durban and Coast Local Division), and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution by public auction on 20 December 1996 at 10:00, at the front entrance to the Magistrate's Court Building at Couper Street, Stanger, to the highest bidder:

Description: A certain piece of land, Sub. 3 of Lot 2694, Stanger, situated in the KwaDukuza, Stanger Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 024 square metres held under Deed of Transfer T28860/87. *Postal address:* 16/18 Addison Road, Stanger.

Improvements: Brick under tile dwelling consisting of: *Upstairs:* Four bedrooms (one with en-suite), toilet and shower, complete bathroom, kitchen with built-in cupboards, lounge, television room and a dining-room. *Downstairs:* Three bedrooms, two kitchens, toilet and shower, bathroom and a servant's room, double garage and a carport. *Below garage (basement):* Lounge, bedroom, kitchen, shower and toilet. Nothing is guaranteed in these respects.

Town-planning: Special Residential.

1. *Terms:*

The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

2. *Conditions of payment:*

(a) The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by Plaintiff's attorney to be furnished to the Deputy Sheriff within fourteen (14) days of the date of sale.

(b) If transfer of the property is not registered within one month after the sale, the purchaser shall be liable for payment of interest to the Plaintiff at the rate of 15,5% per annum on the award to the Plaintiff in the plan of distribution from the date of sale to date of payment and to any bondholder 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.

(c) The purchaser shall pay auctioneer's charges on the day of sale and in addition, transfer duties, VAT if applicable, costs of transfer and arrear rates, taxes and other charges necessary to effect transfer upon request by the attorney for the Execution Creditor.

3. The full conditions of sale must be inspected at the offices of the Sheriff for the District of Stanger, 116 Couper Street, Stanger, 4450.

Dated at Durban this 22nd day of November 1996.

A. G. Clulow & Co., 16th Floor, General Building, 47 Field Street, Durban; P.O. Box 4262, Durban. (Tel. 304-5556.) (Fax 304-8414) (Docex 57.)

Case No. 37927/96

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 ANILA DEVI KOOBAL, Defendant

In pursuance of a judgment, the immovable property listed hereunder shall be sold in execution to the highest bidder on 19 December 1996 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban:

Description: (1) Unit consisting of:

(a) Section 8, as shown and more fully described in Sectional Plan SS210/1993, in the scheme known as Modem, in respect of the land and building or buildings, situated in the City of Durban, Administrative District of Natal, of which section the floor area, according to the said sectional plan, is 79 (seventy-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 by Deed of Transfer ST17018/1994;

(2) an exclusive use area described as Garden G8, measuring 39 (thirty-nine) square metres being as such part of the common property, comprising the land and the scheme known as Modem in respect of the land and building or buildings situated at the City of Durban, Administrative District of Natal, as shown and more fully described on Sectional Plan SS210/93, held under Notarial Deed of Cession of Exclusive Use Areas SK4076/94.

(3) An exclusive use area described as Courtyard C.Y8 measuring 14 (fourteen) square metres being as such part of the common property, comprising the land and the scheme known as Modem in respect of the land and building or buildings situated in the City of Durban, Administrative District of Natal, as shown and more fully described on Sectional Plan SS210/93, held under Notarial Deed of Cession of Exclusive Use Areas SK4076/94.

Address: Flat 8, Modem, Bristow Crescent, Mayville.

Improvements: Duplex comprising of lounge, dining-room, kitchen, three bedrooms, bathroom and w.c., open yard for parking, private garden and courtyard.

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 office of the Sheriff of the Magistrate's Court, 21 Stafmayer House, Beach Grove, Durban.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (COLLS/P. Murugan/05N011803.)

Case No. 145/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
MITCH ELVIS HENRY VAN BILJON, First Defendant, and SONIA ELIZABETH VAN BILJON, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Natal Provincial Division), the following immovable property belonging to the above-named Defendant, will be sold in execution on 20 December 1996 at 09:30, by the Sheriff of the Supreme Court, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder for cash, without reserve:

Sub. 190 of Lot 60, Ockerts Kraal, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 941 (nine hundred and forty-one) square metres, held under Deed of Transfer T21934/94.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at 8 Freesia Place, Bellevue, Pietermaritzburg, KwaZulu-Natal.
2. The property has been improved by the construction thereon of a split-level, four bedroomed dwelling with lounge, dining-room, family room, kitchen, laundry, two bathrooms/toilets, servants' quarters and servant's toilet.

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 18th day of November 1996.

Austen Smith, incorporated with Smythe & Company, Plaintiff's Attorney, Walmsley House, 191 Pietermaritz Street, Pietermaritzburg. (Ref. P. R. J. Dewes/vmh/N2/S0345/B5.)

Case No. 6109/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MBUYSELWA SILIAS ZUMA, Defendant

In pursuance of a judgment granted in the Supreme Court, the property listed hereunder will be sold in execution on 20 December 1996 at 12:00, at the main south entrance, Magistrate's Court, Umlazi (near the National Flag Post).

Description of property: Ownership Unit 486, in the Township of Umlazi, County of Durban, in extent 917,6 (nine one seven comma six) square metres, represented and described on General Plan BA30/1968.

Postal address: N486 Umlazi.

Improvements: Single storey brick under asbestos roof with two bedrooms, lounge, kitchen, bathroom with precast perimeter enclosure. Nothing in the above is guaranteed.

Zoning: Residential Area.

The full conditions of sale may be inspected at the offices of the Sheriff, Sheriff of the Supreme Court Umlazi, Room 4 V 1030 Block C, Umlazi.

Dated at Durban this 14th day of November 1996.

A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, Bay Passage Entrance, 343 Smith Street. (Ref. Mr Archary/Z5.)

Case No. 4351/96

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
STANLEY KABELO LEEKA, 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 Maritime House, Eighth Floor, 143 Salmon Grove, Durban, on Thursday, 12 December 1996 at 10:00:

Description: Section 4, as shown and more fully described on Sectional Plan SS139/1981 in the scheme known as Bryanston Heights, in respect of the land and building or buildings situated at Berea, City of Durban, of which section the floor area, according to the said sectional plan is 97 (ninety-seven) square metres in extend; 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 Sectional Deed of Transfer ST3763/93).

Physical address: 101 Bryanston Heights, 69 Berea Road, Durban.

Zoning: Special Residential.

The property consists of the following: Entrance, dining-room, lounge, two bedrooms, kitchen and bathroom. Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban November 1996.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mr J. C. Jones/cn/leeka.)

Case No. 40194/96

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

In the matter between NBS BANK LIMITED, Judgment Creditor/Plaintiff, and ABDOOL KADER EBRAHIM CARRIM, First Judgment Debtor/Defendant, and JAINAB CASSIM CARRIM, married in community of property to each other, Second Judgment Debtor/Defendant

In pursuance of a judgment granted on 17 September 1996 in the Magistrate's Court for the District of Durban, held at Durban, the property listed hereunder will be sold in execution on Thursday, 19 December 1996 at 10:00, at the office of the Sheriff Durban Central, Eighth Floor, Maritime House, 1 Salmon Grove, Durban:

Description:

(a) Section 18, as shown and more fully described on Sectional Plan SS230/1994 in the scheme known as Albert Park Mansions, in respect of 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 section plan is 59 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.

Improvements: Flat, concrete slabbing roof, plaster and paint walls, swiss parker floor, bedroom, kitchen, lounge cumm dining-room, toilet and bathroom—marley tiles floors.

(b) Section 19, as shown and more fully described on Sectional Plan SS230/1994 in the scheme known as Albert Park Mansions, in respect of 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 section plan is 58 square metres in extend, 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.

Improvements: Flat, concrete slabbing roof, plaster and paint walls, swiss parker floor, bedroom with built in cupboards, kitchen, lounge cumm dining-room, toilet and bathroom—marley tiles floor.

Postal address: Flat 37/38, Albert Park Mansions, corner Russel Street and Esplanade, Durban.

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 office of the Sheriff Durban Central, Eighth Floor, Maritime House, 1 Salmon Grove, Durban.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 19th day of November 1996.

Mulla and Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000.

Case No. 1269/96

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

**In the matter between VRYHEID LOCAL TRANSITIONAL COUNCIL, Execution Creditor, and
P. P. PIETERSE, Execution Debtor**

Pursuant to a judgment in the above Honourable Court and a writ of execution dated 22 August 1996 a sale by public auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Wednesday, 18 December 1996 at 11:00, whereby the following property will be sold to the highest bidder, namely:

Portion 1 of 2 of Erf 518, Administrative District of Vryheid, 3100, also better known as 65 Mason Street, Vryheid, consisting of brick and ibr sink, three bedrooms with bic, lounge and dining-room combined, wall-to-wall carpet, bathroom, single toilet, kitchen with bic, single garage and servant's room.

The conditions of sale which will be read immediately before the sale commences, are lying for inspection at the offices of the Sheriff, Vryheid. The most important conditions thereof being the following:

Conditions:

1. The property will be sold by the Sheriff, Vryheid, on public auction to the highest bidder but such sale shall be subject to the conditions stipulated in terms of section 66 (2) of Act No. 32 of 1944, as amended.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest in terms of the judgment, shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished with 14 (fourteen) days after the date of sale.

Dated at Vryheid on this 13th day of November 1996.

J. D. S. Jordaan, for Cox & Partners, Plaintiff's Attorney, corner of Market & High Streets, Vryheid.

**ORANGE FREE STATE
ORANJE-VRYSTAAT**

Saak No. 9348/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

**In die saak tussen FIDELITY BANK BEPERK, Eiser, en MILTON KHUMBULENI ZONO, Eerste Verweerder, en
PATRICIA NOPINDILE ZONO, Tweede Verweerder**

Ingevolge 'n vonnis gelewer op 12 Julie 1995, in die Welkom Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 13 Desember 1996 om 11:00, te Tulbach ingang tot die Landdroskantore, Heerenstraat, Welkom, 9460, aan die hoogste bieder, met geen reserweprys:

Beskrywing: Erf 23752, Thabong, Wekom, en beter bekend as 23752 Orange Grove, Thabong, Conera, Welkom, 9460, groot 227 (tweehonderd sewe-en-twintig) vierkante meter, gehou kragtens Akte van Transport T5271/1990.

Straatadres: 23752 Orange Grove, Thabong, Welkom, 9460.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis met buitegeboue.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof, Constantiaweg, Welkom, 9460.

Gedateer te Welkom op hede 7 November 1996.

T. Wolmarans, vir Symington & De Kok, Eiser of Eiser se Prokureur, Sonleyri Kamers, Heerenstraat 24, Welkom; Posbus 2175, Welkom, 9460. [Tel. (057) 353-3051.] (Verw. T. Wolmarans/BO/AF0098.)

Saak No. 3485/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen WELKOM MUNISIPALITEIT, Eiser, en K. A. WIESNER, Verweerder

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 12 September 1996, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 17 Januarie 1997 om 11:00, te die Tulbaghstraat-ingang, Landdroskantoor, Welkom:

Erf 57, geleë te en bekend as Ebeleenstraat 26, Naudeville, Welkom, gesoneer vir Woondoeleindes, groot 932 vierkante meter, gehou kragtens Transportakte T18759/1993.

Verbeterings: 'n Woonhuis.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van Nedcor Bank verkoop word vir 'n bedrag van nie minder as R65 471,22 plus rente teen 19,25% (negentien komma twee vyf persent) per jaar bereken te word vanaf 1 September 1996 nie, en is 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 31ste dag van Oktober 1996.

F. J. Smit, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26-28, Welkom.

Saak No. 2521/96

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen ABSA BANK BEPERK (ALLIED DIVISIE), Eiser, en C. DE W. SPIES, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogenoemde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Kroonstad, op Vrydag, 13 Desember 1996 om 11:00, van die ondervermelde eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Plot 55 en 58, Vrischgewaagde Kleinplase, geleë in die distrik Kroonstad, ook bekend as Plot 58, Vrischgewaagde Kleinplase, Kroonstad, groot 4,2827 (vier komma twee agt twee sewe) hektaar, onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T5552/1995.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit:

1. Plot 55 bestaan uit 'n onverbeterde eiendom waarop 'n vervalte reservoir en onversorgde heining is, bykans totaal onder water vanaf die Kroonstaddorp-opgaardam.

2. Plot 58 bestaan uit 'n onbewoonde onversorgde en verwaarloosde dubbelverdiepingwoonhuis met 'n ingangsportaal, groot sitkamer, eetkamer, studeerkamer, woonkamer, vier slaapkamers, twee badkamers, twee toilette, gang, trappe van soliede kiaathout, aangrensende veranda, speletjieskamer, kombuis en dubbelmotorhuis. Daar is verder 'n goedontwikkelde maar huidiglik verwaarloosde tuin sonder lopende water. Water was in die verlede verkry deur 'n boorgat vanaf Plot 55 wat egter nou onder water is. Daar is verder 'n afsonderlike eenmanwoonstel wat bestaan uit 'n sit-/slaapkamer, toilet, volledige badkamer en kombuis (sonder kaste, wasbak of stoof). Buitegeboue bestaan verder uit ses motorhuise, groot motorhuis geskik vir 'n trok, waskamer, stoorkamer, twee bediendekamers, volledige werkershuis, werkswinkel, nege enkelstalle vir perde, asook hoenderhokke van steen met 'n sinkdak. Die eiendom is verder verdeel in vier omheinde kampe met 'n opgaartenk.

Terme: Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingwaarborg binne veertien (14) dae na afloop van die veiling.

I. Sansom, vir Claude Reid Ingelyf, Prokureur vir Eiser, Unitedgebou, Sesde Verdieping, Maitlandstraat, Bloemfontein. [Tel. (051) 47-9881.] (Verw. IS/SMC/W22560.)

Saak No. 12234/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen PERMANENT BANK, Eksekusieskuldeiser, en S. J. C. NEL, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 15 Oktober 1996, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 20 Desember 1996 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Erf 896, geleë te en bekend as Unicorweg 37, St Helena, Welkom, gesoneer vir woondoeleindes, groot 1 606 vierkante meter, gehou kragtens Transport T9252/89.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit kombuis, sitkamer, eetkamer, badkamer, motorafdak en swembad.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprijs 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 8ste dag van November 1996.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels en Smithgebou, Heerenstraat 26-28, Welkom.

Saak No. 4333/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen ABSA BANK BEPERK, Eiser, en MARTHINUS JOHANNES HUMAN, Verweerder

Ingevolge 'n vonnis gelewer op 9 Oktober 1996, in die Kroonstad-landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 3 Januarie 1997 om 09:00, voor die Landdroskantoor, Murraystraat, Kroonstad, 9499, aan die hoogste bieder, met geen reserweprijs:

Beskrywing: Erf 2133, geleë in die dorp Kroonstad (Uitbreiding 18), distrik Kroonstad, provinsie Vrystaat, groot 2 181, vierkante meter, gehou kragtens Akte van Transport T17799/95, straatadres: Bornmanstraat 21, Kroonstad, 9499.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit sinkdak, steenmure, vier slaapkamers, drie badkamers, drie toilette, kombuiskeste met ingeboude kaste, eetkamer, sitkamer met TV-kamer en studeerkamer asook swembad. Buitegeboue bestaande uit bediendekamer met badkamer en stort.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Murraystraat 62, Kroonstad, 9499.

Gedateer te Kroonstad op hede 13 November 1996.

B. C. van Rooyen, vir Grimbeek De Hart & Van Rooyen, Presidentstraat 42, Kroonstad, 9500 (Posbus 1282), Kroonstad, 9500. [Tel. (0562) 2-5197/2-4251.]

Saak No. 2056/96

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen ABSA BANK BEPERK, voorheen ALLIED BOUVERENIGING BEPERK, Eksekusieskuldeiser, en ZAN-DISILE OLIVER SIFOLO, Eerste Eksekusieskuldenaar, en NOMBULELO EUNE SIFOLO, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 8 Oktober 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 13 Desember 1996 om 09:00:

Erf 1448, Kutlwanong, distrik Odendaalsrus, provinsie Vrystaat, groot 345 (drie vier vyf) vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Toekenning van Huurpag TL4529/1988 geregistreer op 24 November 1988 en onderworpe aan sodanige voorwaardes as wat meer volledige sal blyk uit die genoemde Sertifikaat van Geregisteerde Toekenning van Huurpag.

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 Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant of 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 Augustus 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. 2055/96

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

**In die saak tussen ABSA BANK BEPERK, voorheen ALLIED BOUVERENIGING BEPERK, Eksekusieskuldeiser, en
MANUSE SAMSON SPIDER, Eksekusieskuldenaar**

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 8 Oktober 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 13 Desember 1996 om 09:00:

Erf 749, Kutlwanong, distrik Odendaalsrus, provinsie Vrystaat, groot 495 (vier nege vyf) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL2772/1987, geregistreer op 10 November 1987 en onderworpe aan sodanige voorwaardes as wat meer volledig sal blyk uit die genoemde sertifikaat van geregistreerde toekenning van huurpag.

Verbeterings daarop: Woonhuis met kombuis, sitkamer, slaapkamer, badkamer en toilet (ten opsigte waarvan geen waarborg gegee word nie).

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aan die hoogste bieder en verder onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant of bank gewaarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 19,25% (negentien komma twee vyf persent) per jaar vanaf 1 Augustus 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. 2069/96

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

**In die saak tussen ABSA BANK BEPERK, voorheen ALLIED BOUVERENIGING BEPERK, Eksekusieskuldeiser, en
HENDRIK SENKI NONKIE, EERSTE Eksekusieskuldenaar, en SANA MPOLAI NONKIE, Tweede Eksekusieskuldenaar**

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 8 Oktober 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 13 Desember 1996 om 09:00:

Erf 744, Kutlwanong, distrik Odendaalsrus, provinsie Vrystaat, groot 438 (vier drie agt) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL1108/1987, geregistreer op 27 Mei 1987 en onderworpe aan sodanige voorwaardes as wat meer volledig sal blyk uit die genoemde sertifikaat van geregistreerde toekenning van huurpag.

Verbeterings daarop: Woonhuis met kombuis, sitkamer, slaapkamer, badkamer en toilet (ten opsigte waarvan geen waarborg gegee word nie).

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aan die hoogste bieder en verder onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant of bank gewaarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 19,25% (negentien komma twee vyf persent) per jaar vanaf 1 Augustus 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. 2070/96

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen ABSA BANK BEPERK, voorheen ALLIED BOUVERENIGING BEPERK, Eksekusieskuldeiser, en JOSEPH ZANTHINI BADU, EERSTE Eksekusieskuldenaar, en NIKELWA CATHERINE BADU, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 8 Oktober 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 13 Desember 1996 om 09:00:

Erf 731, Kutlwanong, distrik Odendaalsrus, provinsie Vrystaat, groot 407 (vier nul sewe) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL211/1988, geregistreer op 22 Januarie 1988 en onderworpe aan sodanige voorwaardes as wat meer volledig sal blyk uit die genoemde sertifikaat van geregistreerde toekenning van huurpag.

Verbeterings daarop: Woonhuis met kombuis, sitkamer, slaapkamer, badkamer en toilet (ten opsigte waarvan geen waarborg gegee word nie).

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aan die hoogste bieder en verder onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant of bank gewaarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 19,25% (negentien komma twee vyf persent) per jaar vanaf 1 Augustus 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. 474/96

IN DIE LANDDROSHOF VIR DIE DISTRIK ONDEDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen FREE STATE CONSOLIDATED MINES (OPERATIONS) LIMITED, Eksekusieskuldeiser, en JOSEPH MALEHO TAU, Eksekusieskuldenaar

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 14 Oktober 1996 en uitgereik in die Landdroshof, Odendaalsrus, sal die reg, titel en belang in en tot die volgende onroerende eiendom verkoop word voor die Landdroskantore, Odendaalsrus, op 13 Desember 1996 om 09:00:

Erf 6913, Kutlwanong-uitbreiding 9, distrik Odendaalsrus, provinsie Vrystaat, groot 350 (drie vyf nul) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL4266/1995 geregistreer op 20 Februarie 1995 en onderworpe aan sodanige voorwaardes as wat meer volledig sal blyk uit die genoemde Sertifikaat van Geregistreerde Toekenning van Huurpag.

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 Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant of bankgewaarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 14% per jaar vanaf 1 Oktober 1995 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, Viljoen-gebou, Odendaalstraat 51, Odendaalsrus, 9480. [Tel. (057) 4-4055/6.]

Saak No. 399/96

IN DIE LANDDROSHOF VIR DIE DISTRIK LADYBRAND GEHOU TE LADYBRAND

In die saak tussen SILUS MOKOMATSIE, Eiser, en AMOS MKHUNJULWA, Verweerder

Ingevolge uitspraak van die Landdros van Ladybrand en lasbrief tot geregtelike verkoping gedateer 11 September 1996 sal die ondervermelde eiendom op 20 Desember 1996 om 11:00, te die Landdroskantoor, Kerkstraat, Ladybrand, aan die hoogste bieder verkoop word naamlik:

Sekere reg van huurpag tot Perseel 1620, Manyatseng, Ladybrand, groot 260 vierkante meter volgens Algemene Plan L858/1985, gehou kragtens Sertifikaat van Geregistreerde toekenning van huurpag TL69/1987 onderworpe aan sekere voorwaardes soos daarin uiteengesit, bestaande uit enkelverdiepingwoonhuis plus motorhuis plus buitegebou.

Die koper moet afslaersgelde, BTW asook 10% van die koopprys in kontant betaal op die dag van die verkoping van die eiendom en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

Die voorwaardes van die verkoop mag gedurende kantoorure by die Kantoor van die Balju vir die Landdroshof, Ladybrand, nagesien word.

L. du Preez & Kie., Eiser se Prokureur, Kerkstraat 24A (Posbus 106), Ladybrand, 9745. [Tel. (05191) 3234/5/6.]

Saak No. 6201/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen STANDARD BANK OF SA LIMITED, Eksekusieskuldeiser, en mnr. H. W. NEL, Eerste Eksekusieskuldenaar, en mev. J. S. NEL, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis van die Welkom-landdroshof, gedateer 17 September 1996 en 'n lasbrief vir eksekusie, sal die volgende eiendom verkoop word op Vrydag, 31 Januarie 1997 om 11:00, te die Landdroshof, Welkom:

Sekere Erf 150, geleë in die dorpsgebied Riebeeckstad, distrik Welkom, groot 1 428 (eenduisend vierhonderd agt-en-twintig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T952/1994.

Verbeterings: Woonhuis met gewone buitegeboue.

Voorwaardes van verkoping:

(a) Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

(b) Die koopprys sal soos 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 is betaalbaar binne 14 (veertien) dae na die verkoping of moet binne gemelde tydperk verseker word deur 'n bank- of bouverenigingwaarborg.

(c) Die volle verkoopvoorwaardes wat deur die Balju of die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju nagesien word.

Gedateer te Welkom hierdie 14de dag van November 1996.

L. P. Grimsell, vir Andrews, Podbielski & Grimsell Ing., Eiser se Prokureur, Boland Bankgebou, Elizabethstraat (Posbus 595), Welkom, 9460. (Verw. Grimsell/cvn/G02464.)

Case No. 12005/96

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

In the matter between ABSA BANK LIMITED (ALLIED), Plaintiff, and MAINE JOHN BOTSANE, First Defendant, and MALITABA FABIA BOTSANE, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 4 October 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 21 February 1997, at 11:00, at the Magistrate's Court, Tulbach Street, Welkom, namely:

Certain Erf 11597, Thabong, District of Welkom, measuring 290 (two hundred and ninety) square metres, held by the Defendants by virtue of Certificate of Registered Right of Leasehold TL328/1988, known as 11597 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 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 the 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 November 1996.

M. C. Louw, for Neumann Van Rooyen Inc., Attorneys for Plaintiff, Heeren II Building, Heeren Street, Welkom, 9460. (Ref. Mr M. C. Louw/LVR/AL988.)

Case No. 11441/96

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

In the matter between ABSA BANK LIMITED (ALLIED), Plaintiff, and MOTSEKO GEORGE MOTAUNG, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 19 September 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 21 February 1997, at 11:00, at the Magistrate's Court, Tulbach Street, Welkom, namely:

Certain Erf 13348, Thabong, District of Welkom, measuring 364 (three hundred and sixty-four) square metres, held by the Defendant by virtue of Certificate of Registered Grant of Leasehold TL907/1989, known as 13348 Thabong, District of Welkom.

Improvements: Residential property with lounge, 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 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 the 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 November 1996.

M. C. Louw, for Neumann Van Rooyen Inc., Attorneys for Plaintiff, Heeren II Building, Heeren Street, Welkom, 9460. (Ref. Mr M. C. Louw/LVR/AL1022.)

CAPE • KAAP

Saak No. 16505/96

IN DIE LANDDROSHOF VIR DIE DISTRIK DIE KAAP GEHOU TE KAAPSTAD

**In die saak tussen ABSA BANK BEPERK, handeldrywende as ALLIED BANK BPK., Eiser, en
E. SEBASTIAN, Eerste Verweerder, en M. V. SEBASTIAN, Tweede Verweerder**

Die volgende eiendom sal in eksekusie verkoop word op die perseel van die Verweerders, op Dinsdag, 3 Desember 1996 om 11:30, aan die hoogste bieder:

Erf 4408, Montague Gardens, in die Metropolitaanse Oorgangsubstruktuur van Milnerton, afdeling Kaap, provinsie Wes-Kaap, groot 205 (tweehonderd-en-vyf) vierkante meter, gehou kragtens Transportakte T73088/94, geleë te Plantergreen 28, Summer Greens, Milnerton.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: Baksteengebou, teëldak, drie slaapkamers, kombuis, sitkamer, badkamer en toilet.

Betaling: 10% (tien per centum) van die koopprijs moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans (plus rente ten die heersende koers van 19,25% (negentien komma twee-vyf persent) per annum bereken op die Vonnissskuldeiser 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 afgelew-er moet word.

3. Die Balju sal van enige bieder vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes:* Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Gedateer te Kaapstad op hierdie 21ste dag van Oktober 1996.

A. F. Brand, vir De Klerk & Van Gend, Prokureur vir Eiser, Volkskasgebou, Adderleystraat, Kaapstad, 8001.

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

CAHI AUCTIONEERS

(Registration No. CK87/12616/23)

LIQUIDATION AUCTION: TRUCK ENGINE, MACHINE SHOP EQUIPMENT, TOOLS, 1995 HONDA ENCORE (LINE NEW)
AND 1995 MITSUBISHI 2.5D COLT L.D.V.

Duly instructed by the Liquidator in the matter **S C Enterprises CC**, in liquidation, Master's Reference T2044/96, we will sell Friday, 29 November 1996 at 10:00, on site, 335 Rotweiler Street, Commercial, Midrand, Gauteng.

Berco reborer, Berco skimmer, Mira valve seat cutter, work benches with vices, engines (some reconditioned), steam cleaner, bench grinder, heavy duty shelves, trolley jacks, hand tools and battery chargers, work tables and benches, second hand spares, new spares and much more.

View day prior 10:00–16:00.

Terms: R1 000 registration fee (refundable) (cash or bank cheques only). For further info contact Greg or Jade from Cahai Auctioneers, 99 Beatrix Street, Arcadia, Pretoria. Tel. (012) 325-7250, Fax. (012) 324-2215.

This advert is subject to change without prior notice.

VAN'S AFSLAERS

VEILING: EIENDOM

In opdrag van die Kurator van insolvente boedel **W. P. en C. C. van Niekerk**, T1783/96, verkoop Van's Afslaers ondervermelde boedelbate, onderhewig aan die bekragtiging, per openbare veiling op 2 Desember 1996 om 10:00:

Gedeelte: 22, Hartebeestfontein, Rayton.

Beskrywing: Gedeelte 22 van die plaas Hartebeestfontein 484, Registrasieafdeling JR, groot 21,4142 ha.

Verbeterings: Plaashuis met drie slaapkamers.

Betaling: 10% deposito plus kommissie. Balans binne 30 dae.

Inligting: (012) 335-2974.

VAN'S AFSLAERS

VEILING: EIENDOM

In opdrag van die Kurator van insolvente boedel **J. J. Westerduin**, T2358/96, verkoop Van's Afslaers ondervermelde boedelbate, onderhewig aan die bekragtiging, per openbare veiling op 2 Desember 1996 om 12:00:

Hoewe: 47, Rynoue, Pretoria.

Beskrywing: Hoewe 47, Rynoue-landbouhoewes, groot 2,1350 ha.

Verbeterings: Vyfslaapkamerwoning.

Betaling: 10% deposito plus kommissie. Balans binne 30 dae.

Inligting: (012) 335-2974.

VAN'S AFSLAERS

VEILING: EIENDOM

In opdrag van die Kurator van insolvente boedel **M. J. Strydom**, T3426/96, verkoop Van's Afslaers ondervermelde boedelbate, onderhewig aan die bekragtiging, per openbare veiling op 3 Desember 1996 om 12:00:

Polarisstraat: 269, Waterkloofrif, Pretoria.

Beskrywing: Eenheid 1 van Skema 319 SS, restant van erf 636, Waterkloofrif, groot 369 m².

Verbeterings: Vierslaapkamerwoning.

Betaling: 10% deposito plus kommissie. Balans binne 30 dae.

Inligting: (012) 335-2974.

VAN'S AFSLAERS

VEILING: EIENDOM

In opdrag van die Kurator van insolvente boedel **G. H. J. Schermer**, T2774/96, verkoop Van's Afslaers ondervermelde boedelbate, onderhewig aan die bekragtiging, per openbare veiling op 3 Desember 1996 om 10:00:

Asetileenweg: 397, Silvertondale, Pretoria.

Beskrywing: Erf 111, Silvertondale-uitbreiding 1.

Verbeterings: Halfvoltooide fabrieksgebou.

Betaling: 10% deposito plus kommissie. Balans binne 30 dae.

Inligting: (012) 335-2974.

CONSILIOR (EDMS.) BPK.

INSOLVENTE BOEDELVEILING VAN TWEESLAAPKAMERWOONSTEL: PRETORIA (OORKANT BURGERSPARK) OP
MAANDAG, 2 DESEMBER 1996 OM 11:00 TE DIE EIENDOM

Daartoe gelas deur die Kurator in die insolvente boedel **P. E. en C. Kruger**, Meestersverwysing T2499/96, verkoop Consilior (Edms.) Bpk. die volgende per publieke veiling:

Eiendom: Jackhillwoonstelle 107, geleë te Andriesstraat 471, Pretoria.

Beskrywing: Twee slaapkamers, badkamer, aparte toilet, sit- en eetkamer en kombuis. Interkomsekuriteitstelsel, groot ± 106 m².

Voorwaardes van verkoop:

1. 20% deposito betaalbaar in kontant of bankgewaarborgde tjek met toeslaan van bod.
2. Waarborge vir balanskoopprys gelewer te word binne 30 dae na bekragtiging.
3. Die verkoop is onderhewig aan bekragtiging.
4. BTW eksklusief.

Navrae: Consilior (Edms.) Bpk., Tel. (012) 348-5111.

Na ure: Dries Fourie, Tel. (012) 804-2190.

PHIL MINNAAR AFSLAERS

(Reg. No. CK94/32491/23)

INSOLVENTE BOEDEL: G. J. EKSTEEN, MEESTERSVERWYSING T2538/96

Behoorlik gemagtig deur die Kurator in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 2 Desember 1996 om 11:00, Erf 4385, Carletonville-uitbreiding 9, Registrasieafdeling IQ, Gauteng.

Voorwaardes: 15% van verkoopprys kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne 30 dae van bevestiging van verkoping.

Phil Minnaar Afslaers, Johannesburg, (011) 475-5133.

VERED PUBLIC AUCTION

INSOLVENT ESTATE F. AND L. K. MEROLA, MASTER'S REF. T2054/96

Duly instructed by the trustee in the above matter we will sell by public auction, Portion 6 of Erf 1783, Triomf, Johannesburg, measuring 499 square metres, being 51 Best Street, Triomf, Johannesburg.

Improvements comprises a single storey dwelling under a tiled roof consisting of entrance, open plan lounge and dining-room, large kitchen, three bedrooms, bathroom and toilet. The property is walled and has a single garage.

Terms: 15% deposit in cash or bank-guaranteed cheque on the fall of the hammer, the balance by approved guarantees within 30 days.

Conditions: The property will be sold to the highest accepted bidder, subject to confirmation by the trustee.

Viewing: During the day. Security in attendance.

For further information please contact the auctioneers, Vered at (011) 646-5432 or Fax. No. (011) 486-1618.

Date and Tel. No.: 19 November 1996 and (011) 646-5432.

Vered Auctioneer's, P.O. Box 84272, Greenside, 2034.

VAN'S AFSLAERS

VEILING: EIENDOM

In opdrag van die Kurator van insolvente boedel **M. J. Joubert**, T1944/96, verkoop Van's Afslaers ondervermelde boedebate, onderhewig aan die bekragtiging, per openbare veiling op 4 Desember 1996 om 10:00, te Espana 802, Prinsloostraat 477, Pretoria.

Beskrywing: Eenheid 23 van die Skema 97 SS Espana, Pretoria-Sentraal, groot 71 m².

Verbeterings: Tweeslaapkamerwoonstel.

Betaling: 10% deposito plus kommissie. Balans binne 30 dae.

Inligting: (012) 335-2974.

PROPERTY MART SALES

Duly instructed by the Trustee insolvent estate **I. C. Ceronio**, Master's Reference T2696/96, we shall sell:

Being Erf 79, Randpark Ridge, greater Johannesburg M.O. (Randburg), situated at 65 Monkor Road, Randpark Ridge and measuring 1 933 square metres in extent.

Viewing: Anytime.

Sale takes place on the spot on Tuesday, 3 December at 11:00.

Terms: 10% deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), 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, Mr A. W. Hartard.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: J. S. PELLEW, MASTER'S REFERENCE T2103/96

Duly instructed by this Estate's Provisional Trustee, we will sell by way of public auction, on site at 3 Tobago Place, Lonehill, Sandton District, Gauteng, on Tuesday, 3 December 1996, commencing at 13:00, a residential dwelling.

For further particulars and viewing contact the auctioneer, Park Village Auctions, Telephone No. (011) 789-4375, Fax. No. (011) 789-4369.

Name: Insolvent estate: J. S. Pellew.

Date: Friday, 29 November 1996.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: E. SARMIS, MASTER'S REFERENCE T1837/96

Duly instructed by this Estate's Trustee, we will offer by way of public auction, on site at 10 Jeanne Place, Douglasdale Extension 45, Sandton District, Gauteng, on Thursday, 5 December 1996, commencing at 10:30, a residential dwelling.

For further particulars and viewing contact the auctioneer, Park Village Auctions, Telephone No. (011) 789-4375, Fax. No. (011) 789-4369.

Name: Insolvent estate: E. Sarmis.

Date: Friday, 29 November 1996.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: PARA PROPERTIES CC, IN LIQUIDATION, MASTER'S REFERENCE T3276/95/95

Duly instructed by this Estate's Liquidator, we will offer by way of public auction, on site at Portion 1 of Portion 14 of the farm Nooitgedacht 176, Registration Division IR, Walkerville, Vereeniging Magisterial District, Gauteng, on Monday, 2 December 1996, commencing at 10:30, an 85 hectare farm with improvements thereon.

For further particulars and viewing contact the auctioneer, Park Village Auctions, Telephone No. (011) 789-4375, Fax. No. (011) 789-4369.

Name: Para Properties CC, in liquidation.

Date: Friday, 29 November 1996.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: F. H. STOCKTON, MASTER'S REFERENCE T1743/96

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, on site at Byways, 13 Portman Road, Bryanston, Sandton District, Gauteng, on Monday, 2 December 1996, commencing at 12:30, a residential dwelling.

For further particulars and viewing contact the auctioneer, Park Village Auctions, Telephone No. (011) 789-4375, Fax. No. (011) 789-4369.

Name: Insolvent estate: F. H. Stockton.

Date: Friday, 29 November 1996.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: M. P. AND S. H. JANSEN VAN RENSBURG, MASTER'S REFERENCE T2193/96

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, on site at 19 Dickson Street, Reyno Ridge Extension 1, Witbank District, Mpumalanga, on Wednesday, 4 December 1996, commencing at 10:30, a residential dwelling.

For further particulars and viewing contact the auctioneer, Park Village Auctions, Telephone No. (011) 789-4375, Fax. No. (011) 789-4369.

Name: Insolvent estate: M. P. en S. H. Jansen van Rensburg.

Date: Friday, 29 November 1996.

PARK VILLAGE AUCTIONS

G. J. WATERS, CASE NUMBER 8918/96

Duly instructed in the matter of the Execution Creditor vs **G. J. Waters** (Execution Debtor), Case No. 8918/96, we will offer by way of public auction, with (confirmation on the fall of the hammer), on site 6 Hadedra Street, Three Rivers East, Vereeniging District, Gauteng, on Tuesday, 3 December 1996, commencing at 10:30, a residential dwelling.

For further particulars and viewing contact the auctioneer, Park Village Auctions, Telephone No. (011) 789-4375, Fax. No. (011) 789-4369.

Name: G. J. Waters (ABSA Bank Limited) (PIP).

Date: Friday, 29 November 1996.

PARK VILLAGE AUCTIONS

W. D. L. SNYMAN, CASE NUMBER 2366/96

Duly instructed in the matter of the Execution Creditor vs **W. D. L. Snyman** (Execution Debtor), Case No. 2366/96, we will offer by way of public auction, with (confirmation on the fall of the hammer), on site at 55 Honingklip Road (also known as Proranda Road out of Sterkfontein Road), Honingklip Agricultural Holdings, Krugersdorp District of Gauteng, on Wednesday, 4 December 1996, commencing at 12:00, a residential dwelling.

For further particulars and viewing contact the auctioneer, Park Village Auctions, Telephone No. (011) 789-4375, Fax. No. (011) 789-4369.

Name: Public Auction (W. D. L. Snyman) (PIP).

Date: Friday, 29 November 1996.

PARK VILLAGE AUCTIONS

LEADING FINANCIAL INSTITUTION

Favoured with instructions from a Leading Financial Institution, holding a "Special Power of Attorney", we will offer by way of public auction, on site at 176 Gosforth Crescent, Kyalami Estates, Midrand District, Gauteng, on Monday, 2 December 1996, commencing at 10:30, a residential dwelling.

For further particulars and viewing contact the auctioneer, Park Village Auctions, Telephone No. (011) 789-4375, Fax. No. (011) 789-4369.

Name: Public Auction (Hernandes) (Std Bank PIP).

Date: Friday, 29 November 1996.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: E. G. AND C. A. VENSKE, MASTER'S REFERENCE T312/96

Duly instructed by this Joint Estate's Trustee, we will offer for sale by way of public auction, on site at 7 Tambotie Road, Golfpark, Meyerton District, Gauteng, on Monday, 2 December 1996, commencing at 12:30, a residential dwelling.

For further particulars and viewing contact the auctioneer, Park Village Auctions, Telephone No. (011) 789-4375, Fax. No. (011) 789-4369.

Name: Joint Insolvent estate: E. G. and C. A. Venske.

Date: Friday, 29 November 1996.

VERED PUBLIC AUCTION

LG METALS CC, TRADING AS REEF METALS (IN PROVISIONAL LIQUIDATION), MASTER'S REFERENCE T3357/96

Duly instructed we will sell by public auction steel scrap, steel sections, bins, motor vehicles and more.

Terms: Cash or bank-certified cheque only, VAT will be added to all sales.

Conditions: The assets will be sold without reserve.

Date of sale: 4 December 1996 at 11:00, at 576 Knights Road, Germiston.

View day before the sale.

For further information please phone the auctioneers, Vered (011) 646-5432, Fax. (011) 486-1618.

Date and Telephone No.: 20 November 1996 and (011) 646-5432.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

VERED PUBLIC AUCTION

INSOLVENT ESTATE: J. L. KRUGER, MASTER'S REFERENCE T1331/96

Instructed by the trustee in the above matter we will sell by public auction, Erf 3524, Weltevreden Park Extension 29, situated at 824 Snelkaats Avenue.

Improvements include a single storey dwelling with a seven-roomed house. Outbuildings include a helpers room, store-room and toilet. There is a filtered swimming-pool.

Terms: 15% deposit on the fall of the hammer, the balance by approved guarantees within 30 days.

Conditions: The property will be sold to the highest accepted bidder subject to confirmation by the trustees.

Date: Wednesday, 4 December 1996 at 10:15, at the property.

Viewing: During the day security in attendance.

For further information please phone the auctioneers Vered (011) 646-5432, Fax. (011) 486-1618.

Date and Telephone No.: 20 November 1996 and (011) 646-5432.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

SEEFF VEILINGS

VEILING VAN VOERTUIG, SLAGHUISTOERUSTING, KAFEETOERUSTING, HUIS- EN KANTOORMEUBELS, VUURWAPENS, LOSGOED EN AARTAPPELSKYFIES: OP VRYDAG, 29 NOVEMBER 1996 OM 10:00, IN ONS VEILINGSLOKAAL, TE BUCKLESTRAAT, SILVERTON.

Behoorlik daartoe gemagtig deur die eksekuteur van boedel wyle **G. J. Schwartz**, Meesterverwysing T2360/96, die likwidateur van **Tropi-Snax (Edms.) Bpk.**, in likwidasie, Meesterverwysing T2327/96, die kuratore van insolvente boedel wyle **B. D. Wood**, Meesterverwysing T2925/90 en insolvente boedel **L. van Rensburg Fourie**, Meesterverwysing T2387/95, asook andere word ondergemelde per openbare veiling te koop aangebied:

Voertuie: 1988 VW Mikrobus 2.1i, 1984 Opel Kadett 1600, 1994 Mazda Rustler 130, 1991 Nissan Skyline 2.0GL, 1986 Nissan 2200 4x4, 1989 Nissan Skyline 2.0GL, 1993 BMW 325i A/T, 1989 Toyota Corolla Gli en 1993 Toyota Camry 300 SEI.

Slaghuistoerusting: Koelkamer, vrieskamer, eilandvrieskaste, vertoonyskaste, vleissaag, vlekvrystaaltafels, toonbanke en vele meer.

Kafeetoerusting: Koeldrankyskas, kisvrieskas, skyfiebraaiers, grill, gasbraaiers, suigwaaier, toerusting en vele meer.

Huismeubels: Sitkamerstel, tuimeldroër, ± 25 beddens, ± vyf spieël-kaste, twee orrels, hangkas, babawiegjie, tafeltjies, vertoonkas en vele meer.

Kantoormeubels: ± 20 lessenare, ± 10 vierlaaikabinette, hoeveelheid kantoorstoele, staalkaste, elektriese tikmasjien en vele meer.

Vuurwapens: Walther 9 mm-pistool en BRNO 12-boorhaelgeweer.

Losgoed en aartappelskyfies: Werksbank, gereedskap-kaste, tuinstel, roeibootjie, gholfsak asook ± 200 kartondose aartappelskyfies en vele meer.

Verkoopvoorwaardes:

Ontrekking of byvoegings mag plaasvind sonder verdere kennisgewing.

R500 terugbetaalbare deposito met registrasie.

Slegs kontant of bankgewaarborgde tjeks (geen uitsonderings).

Navrae: Ian Coetzee (012) 804-4489 en Pieter Geldenhuys (082 808 1801).

Afslaer: Andre Brewis (012) 804-4489.

VOS VILJOEN & BECKER AFSLAERS BK**INSOLVENTE BOEDELVEILING VAN VIERSLAAPKAMERWONING TE BETHAL**

Behoorlik daartoe gelas deur die voorlopige kurator insolvente boedel Rashida Essop Mohamed Dang, Meesterverwysing T2202/96, verkoop ons per publieke veiling onderhewig aan bekragtiging die volgende eiendom:

Erf 1895, Uitbreiding 7, Bethal, geleë te Hamalyastraat 7, Milan Park, Bethal.

Erfgrootte: 496 vierkante meter.

Verbeterings: Vier slaapkamers, twee badkamers, kombuis met opwas, sitkamer, eetkamer, portaal, gang, waskamer, spens, sonkamer, toilet, stoep by voordeur, motorhuis, buitekamer met toilet en teëldak.

Plek: Op die perseel.

Datum en tyd: Vrydag, 13 Desember 1996 om 10:00.

Verkoopvoorwaardes: 15% deposito in kontant of bankgewaarborgde tjek met toeslaan van bod. Waarborg vir die balans binne 30 dae vanaf datum van bekragtiging. Rente teen 19,25% per jaar is betaalbaar op balans van koopsom.

Vos Viljoen & Becker Afslaers BK, Tel. (017) 631-2550 of Tel. (017) 631-2551.

VAN'S AFSLAERS**VEILING: EIENDOM**

In opdrag van die Kurator van insolvente boedel **L. en D. N. Visagie**, T2928/96, en **H. S. en P. M. Coetzee**, T2877/96, verkoop Van's Afslaers ondervermelde boedelbates, onderhewig aan bekragtiging, per openbare veiling op 4 Desember 1996 om 11:00 en 12:00, te Van der Hoffweg 1087 en Bezuidenhoutstraat 770, Claremont, Pretoria, respektiewelik.

Beskrywing: Restant van Gedeelte 1 van Erf 198 en Gedeelte 5 van Erf 504, Claremont, groot 1 276 en 644 m² onderskeidelik.

Verbeterings: Drieslaapkamerwonings.

Betaling: 10% deposito plus kommissie. Balans binne 30 dae.

Inligting: (012) 335-2974.

UBIQUE AFSLAERS

In opdrag van die eksekuteur boedel wyle **S. C. W. van Deventer**, No. 5840/96, sal ons die bates verkoop op Maandag, 9 Desember 1996 om 12:00, te Von Wiellighstraat 47, Potchefstroom:

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123 (Posbus 208), Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die eksekuteur boedel wyle **G. J. J. Wessels**, No. 5402/96, sal ons die bates verkoop te Wilgenstraat 43, Potchefstroom, om 10:00 en te Wilgenstraat 48, Potchefstroom, op 9 Desember 1996 om 10:30:

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123 (Posbus 208), Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die voorlopige kurator in die insolvente boedel **J. N. C. Haasbroek**, No. 2831/96, sal ons die eiendom registreer in **R R I M Boerdery Belange (Edms.) Bpk.**, verkoop te Vlakpan, Lichtenburg, op 4 Desember 1996 om 14:00:

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123 (Posbus 208), Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die voorlopige kurator in die insolvente boedel **G. N. du Plooy**, Meestersverwysing T2417/96, sal ons die bates verkoop te Boschbult, Ottosdal, op 4 Desember 1996 om 10:00:

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123 (Posbus 208), Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die voorlopige kurator in die insolvente boedel **M. C. E. Meyer**, Meestersverwysing T3093/96, sal ons die bates verkoop te Buffelsvallei, Ventersdorp, op 5 Desember 1996 om 10:00:

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123 (Posbus 208), Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die voorlopige kurator in die insolvente boedel **A. S. Visser**, T3316/96, sal ons die bates verkoop op Vrydag, 6 Desember 1996 om 12:00, te Kareekuil, Ottosdal.

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123 (Posbus 208), Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die voorlopige kurator in die insolvente boedel **P. M. Breytenbach**, Meestersverwysing T3315/96, sal ons die ondervermelde bates verkoop te Rietvallei, Ottosdal, op 10 Desember 1996 om 10:00:

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123 (Posbus 208), Potchefstroom.

CAPE • KAAP

PHIL MINNAAR AFSLAERS**INSOLVENTE BOEDELVEILING VAN GERIEFLIKE TWEESLAAPKAMERWOONSTEL MET
ONDERDAKPARKERING NABY UNIVERSITEIT: STELLENBOSCH**

In opdrag van die Kurator in die insolvente boedel **B. Ward**, Meestersverwysing T2264/95, verkoop ons die ondergenoemde eiendom per openbare veiling op Woensdag, 11 Desember 1996 om 11:00.

Plek van veiling: De Eikewoonstel 9, Langenhovenstraat, Stellenbosch, Wes-Kaap-provinsie.

Beskrywing van eiendom: Eenheid 9 van Skema SS De Eike, bekend as De Eikewoonstel 9, Langenhovenstraat, Stellenbosch, Wes-Kaap, groot 48 m².

Verbeterings: Woonstel bestaan uit twee slaapkamers, badkamer, sit/eetkamer, kombuis, onderdakparkering en woonstelblok het goeie sekuriteit.

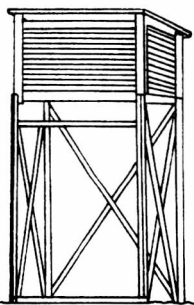
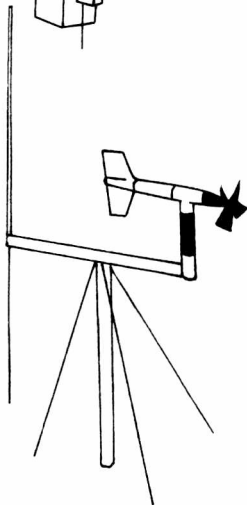
Terme: 20% deposito in kontant of bankgewaarborgde tjeke en die balans binne 45 dae na bekragtiging.

Besigtiging: Skakel mev. Vlok (021) 951-2331 of haar dogter by 083-270-2802.

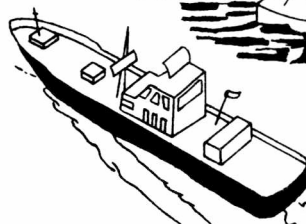
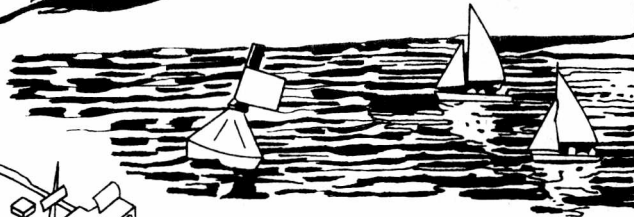
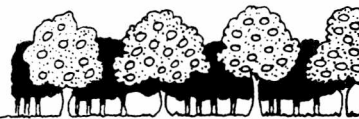
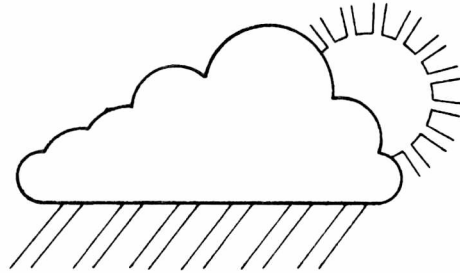
Navrae: Skakel Phil Minnaar Afslaers by (012) 343-3834 of 083-700-6293.

Phil Minnaar Afslaers, Parkstraat 813 (Posbus 28265), Sunnyside, 0132. Tel. (012) 343-3834, Fax. No. (012) 343-2789.

SA WEATHER BUREAU SA WEERBURO

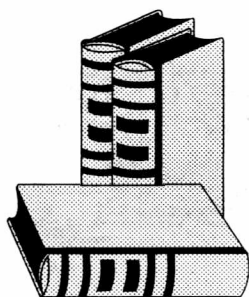
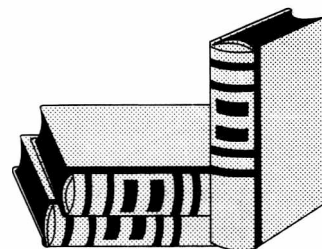


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