

REPUBLIC
OF
SOUTH AFRICA



REPUBLIEK
VAN
SUID-AFRIKA

Government Gazette Staatskoerant

Vol. 378

PRETORIA, 6 DECEMBER
DESEMBER 1996

No. 17642

*LEGAL
NOTICES*

*WETLIKE
KENNISGEWINGS*

B

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

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

LIST OF FIXED TARIFF RATES

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

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

(INWERKINGTREDING: 1 MEI 1995)

LYS VAN VASTE TARIEWE

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

SLUITINGSTYF VIR DIE AANNAME VAN KENNISGEWINGS

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

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

LIABILITY OF ADVERTISER

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

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

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

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

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN ADVERTEERDER

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

COPY

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

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

- (1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

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

KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

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

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

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

before publication.

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

The following stamps are not acceptable:

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

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

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

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

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

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

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

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie:

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

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

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

13. By 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. 6368/96

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
MARK MARTIN FIGUEIRA TELES, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 18 October 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 24 January 1997 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 1043, Atlasville Extension 1 Township, situated at 106 Reier Street, in the Township of Atlasville Extension 1, District of Boksburg, measuring 992 (nine hundred and ninety-two) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising lounge, dining-room, kitchen, study, three bedrooms, two bathrooms, two toilets, family room, snooker room, atrium, two carports and outside 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, Boksburg.

Dated at Benoni on this 21st day of November 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 422-1350.) (Ref. N0089B/Mrs West.)

Case No. 2408/96

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

**In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, Plaintiff, and LEON DELPORT, First Defendant, and
MAVOURNEEN DELPORT, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni on 26 March 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 24 January 1997 at 15:00, at the Sheriff's Office, 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 209, New State Areas Township, situated at 6 Danie Street, in the Township of New State Areas, District of Springs, measuring 1 487 (one thousand four hundred and eighty-seven) square metres.

The following improvements are reported to be the property, but nothing is guaranteed: A building built of brick and plaster, iron roof, comprising of a lounge, kitchen, dining-room, four bedrooms, two bathrooms and double garage.

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

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

Dated at Benoni on this 21st day of November 1996.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue. (Tel. 422-1350.) (Ref. F20027/Mrs West.)

Saak No. 1407/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PHALABORWA GEHOU TE PHALABORWA

In die saak tussen OTK KOOPERASIE BEPERK, Eiser, en P. W. DE VOS, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie, sal die onderstaande eiendom verkoop word voor die Hofgebou, Hoedspruit, op 9 Januarie 1997 om 10:00, sonder reserwe, aan die hoogste bieder:

Erf 113, Kampersrus, Registrasieafdeling KT, Noordelike-provinsie, groot 1 859 vierkante meter, gehou kragtens Akte van Transport T2561/95 en onderworpe aan die voorwaardes daarin vermeld.

Verbeterings (die korrektheid van die inligting en die verbeterings word nie gewaarborg nie): Woonhuis.

Die vernaamste verkoopvoorwaardes van die verkoping is:

1. Tensy reëlins voor die verkoping met die Eiser getref is, sal die koper 'n deposito van 10% (tien persent) van die koopprys, of R1 000 (eenduisend rand), wat ook al die meeste is, onmiddellik na die verkoping, in kontant betaal en vir die balans en rente, moet die koper die Balju binne 21 (een-en-twintig) dae na datum van verkoping van 'n goedgekeurde bank- of bouverenigingwaarborg voorsien.

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

2.1 Die Wet op Landdroshowe en die reëls daarvan;

2.2 die voorwaardes van die titelaktes; en

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

Gedateer te Phalaborwa op hierdie 15de dag van November 1996.

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

Saak No. 304/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen die STADSRAAD VAN WITBANK, Eksekusieskuldeiser, en MAHMOOD BHAMJEE, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 6 Augustus 1996 toegestaan is, op 20 Desember 1996 om 10:00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 140, geleë in die dorpsgebied Pine Ridge, Witbank, Registrasieafdeling JS, Mpumalanga, groot 864 (agt ses vier) vierkante meter, gehou kragtens Akte van Transport T15642/1994.

Straataadres: Phloxstraat 1, Pine Ridge, Witbank.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

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

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

Saak No. 6318/96

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen NBS BANK BEPERK (No. 87/01384/06), Eiser, en DEXTER ZAMIQHINGA DHLAMINI, Eerste Verweerder, en CYNTHIA BOITUMELO DHLAMINI, Tweede Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 10 Oktober 1996 die onderstaande eiendom in eksekusie verkoop sal word op 20 Desember 1996 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs, te wete:

Erf 1751, Selcourt-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, geleë te Martiestraat 3, Selcourt-uitbreiding 3, Springs.

Die volgende verbeteringe skyn op die eiendom te wees, maar word nie gewaarborg nie: *Verbeteringe*: Onbeboude erf.

Voorwaardes van verkoping: Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die betrokke Balju, Landdroshof, ter insae vir belangstellendes.

Gedateer te Springs op hede die 13de dag van November 1996.

J. A. Kruger, vir De Jager, Kruger & Van Blerk, Eiser se Prokureurs, Tweedé Verdieping, Sanlamsentrum, Vierde Straat, Springs, 1560. (Tel. 812-1455/6/7.) (Verw. mnr. Kruger/SSB/D 1655.)

Saak No. 8855/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen ABSA BANK BEPERK, Eiser, en M. E. SEKELE, Verweerder

As gevolg van 'n vonnis van die Landdroshof te Klerksdorp en 'n lasbrief vir eksekusie gedateer 18 Oktober 1996, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 10 Januarie 1997 om 09:00, by die kantore van die Balju van die Landdroshof, Orkney, Campionweg 21, Orkney:

Erf 1021, geleë in die dorp Kanana, Registrasieafdeling IP, Noordwes, groot 361 (driehonderd een-en-sestig) vierkante meter.

Verkoopvoorwaardes:

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

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

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

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

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

Saak No. 530/96

IN DIE LANDDROSHOF VIR DIE DISTRIK LEBOWAKGOMO GEHOU TE LEBOWAKGOMO

In die saak tussen NATAL BUILDING SOCIETY (Reg. No. 87/01384/06), Eiser, en M. E. MAKEKETLANE, Verweerder

Ten uitvoering van 'n vonnis in die Landdroshof, Lebowakgomo, toegestaan op 3 Oktober 1996 en 'n lasbrief vir eksekusie uitgereik ter uitvoering daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 24 Januarie 1997 om 10:00, te die Landdroskantoor, Lebowakgomo, naamlik:

Eenheid A195, geleë in die dorpsgebied Lebokwakgomo, distrik Thabamopo, groot 557 (vyf vyf sewe) vierkante meter, gehou kragtens Grondbrief 172/91, geleë te Eenheid 195A, Lebowakgomo.

Die volgende inligting word gelewer met betrekking tot verbeterings, alhoewel in hierdie respek niks gewaarborg word nie: Die eiendom is 'n woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en twee toilette.

Terme: Die koopprys sal betaal word by wyse van 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans tesame met rente daarop soos gestipuleer in die voorwaardes van verkoping, tot datum van registrasie van oordrag, sal betaal word of verseker word deur die lewering van 'n aanvaarbare bank- of bouverenigingswaarborg binne 14 (veertien) dae vanaf datum van verkoping. Die volle en volledige voorwaardes van verkoping wat onmiddellik voor die verkoop uitgelees sal word mag geïnspekteer word by die Baljukantore, Thabamopo, Maphoriwinkelsentrum, Lebowakgomo.

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

Jacques Horak, vir Botha Horak Ingelyf, Prokureur vir Eiser, Joubertstraat 27 (Posbus 3615), Pietersburg, 0700.
[Tel. (0152) 291-2147.]

Saak No. 2087/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eksekusieskuldeiser, en
E. M. SHONGWE, Eerste Eksekusieskuldenaar, H. J. SHONGWE, Tweede Eksekusieskuldenaar**

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 15 Augustus 1996 toegestaan is op 10 Januarie 1997 om 11:00, te Erf 388 (Steenkampstraat 5), Del Judor, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 388, geleë in die dorpsgebied van Del Judor, Witbank, Registrasieafdeling JS, Transvaal, groot 1 197 (een een nege sewe) vierkante meter, gehou kragtens Akte van Transport T36367/95.

Straatadres: Steenkampstraat 5, Del Judor, Witbank.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

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

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

Saak No. 75895/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

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

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 1 Desember 1994 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju, Landdroshof, Pretoria-Suid, te Fehrslane Sentrum, Strubenstraat 130A, Pretoria, aan die hoogste bieder op 22 Januarie 1997 om 10:00:

Erf 1415, geleë in die dorpsgebied, The Reeds-uitbreiding 5, Registrasieafdeling JR, provinsie Gauteng, groot 1 000 (een-duisend) vierkante meter (beter bekend as Cravenstraat 12, The Reeds-uitbreiding 5).

Voorwaardes van verkoping:

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

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

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

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

Geteken te Pretoria op hierdie 18de dag van November 1996.

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

Saak No. 8487/96

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen NBS BANK BEPERK (No. 87/01384/06), Eiser, en HERBERT VUSUMUZI NGEMA, Eerste Verweerder, en MATSIE SALOME NGEMA, Tweede Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde agbare Hof op 30 Oktober 1996 die onderstaande eiendom, te wete:

Erf 14000, KwaThema-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, in eksekusie verkoop sal word op 20 Desember 1996 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

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

Verbeteringe: Woonhuis van baksteen gebou onder teëldak bestaan uit sitkamer, kombuis, badkamer, toilet en twee slaapkamers.

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, vir belangstellendes.

Gedateer te Springs op hede die 18de 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/N1068.)

Saak No. 59639/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen NBS BANK LIMITED, Eiser, en PETRUS JACOBUS NICOLAAS BEZUIDENHOUT (Identiteitsnommer 7108285270082), Eerste Verweerder, en ELMARIE SMAL (Identiteitsnommer 7104250019083), Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 2 September 1996 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom, te gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, aan die hoogste bieder op 17 Januarie 1997 om 11:00:

Deel 1, soos getoon en meer volledig omskryf op Deelplan SS421/96 in die skema bekend as Doorn 182 ten opsigte van die grond en gebou of geboue geleë te Erf 182, Doornpoort, Plaaslike Owerheid, Stadsraad van Pretoria, groot 122 (eenhonderd twee-en-twintig) vierkante meter (beter bekend as 850 Wilgerweg, Doornpoort).

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Duethuis met twee slaapkamers, badkamer, stort, sitkamer, eetkamer en kombuis met dubbelmotorhuis.

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

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

Geteken te Pretoria op 18 November 1996.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR68133.)

Case No. 15535/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and STOLS, PIETER HENDRIK, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Randburg, at 8 Elna Centre, corner of Seklerk and Blairgowrie, on 14 January 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Section 6, as shown and more fully described on Sectional Plan SS213/86 in the scheme known as Cedar in respect of the land and buildings situated at Windsor Township in the Local Authority of the Town Council of Randburg, 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 ST23664/1992, situated at 6 Cedar, 34 Knight Avenue, Windsor West, area 107 square metres.

Improvements (not guaranteed): Two storeys, lounge, dining-room, two bedrooms, one and a half bathrooms, kitchen and carport.

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 proceed of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R7 000 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand).

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

Biccari, Banchetti, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate, P.O. Box 92441, Norwood, 2117. (Tel. 880-9002/3/4.) (Ref. A. Bollo/sf/N576.)

Saak No. 8486/96

IN DIE LANDDROSHOF VIR DIE DISTRIK SPRINGS GEHOU TE SPRINGS

In die saak tussen NBS BANK BEPERK, 87/01384/06, Eiser, en MBONGISENI WILLIAM MOTHIA, Eerste Verweerder, en NOMBULELO ETHEL MOTHIA, Tweede Verweerder

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde agbare Hof op 29 Oktober 1996 die onderstaande eiendom te wete:

Erf 13305, KwaThema-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, in eksekusie verkoop sal word op 20 Desember 1996 om 15:00, aan die hoogste bieder, by die kantore van die Balju, Landdroshof, Vierde Straat 66, Springs.

Die volgende verbeteringe skyn op die eiendom te wees, maar word nie gewaarborg nie.

Verbeteringe: Woonhuis van baksteen gebou onder teëldak bestaande uit sitkamer, kombuis, badkamer, toilet en drie slaapkamers.

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 18de 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/M 2417.)

Case No. 3773/96

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

In the matter between ABSA BANK LTD (ALLIED BANK DIVISION), Plaintiff, and MEANDAD PROPERTIES CC, First Defendant, LESTER ABRAMS, Second Defendant, and IAN SAVILLE ABRAMS, Third Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 2 July 1996 and a writ of execution issued pursuant thereto the properties listed hereunder will be sold by public auction by Property Mart on 30 January 1997 at 10:00, at the premises to the highest bidder:

Certain Erven 1572, 1574, 1576 and 1575, Benoni Township, Registration Division IR, Province of Gauteng, situated as follows at Erf 1572, 6 Harpur Avenue, Benoni, Erf 1574, 4 Harpur Avenue, Benoni, Erf 1576, 2 Harpur Avenue, Benoni and Erf 1575, 1 Lake Avenue, Benoni, all measuring 595 (five hundred and ninety-five) square metres each.

The following improvements are reported to be on the properties, but nothing is guaranteed: Erf 1572, vacant premises, Erf 1574, workshop and ablutions, Erf 1576, workshop and store-room and Erf 1576, workshop.

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 13th day of November 1996.

Hammond Poie & Dixon Inc., Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. A00596/Mrs Whitson.)

Case No. 3133/96

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

In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and HENDRIK SMIT, First Defendant, and ALETTA JOHANNA SMIT, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 3 June 1996 and writ of execution issued pursuant thereto the properties listed hereunder will be sold in execution on 17 January 1997 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Holdings 6 and 7, Mapleton Agricultural Holdings, situated at Plot 6 and 7, Fairview Road, in the Township of Mapleton, District of Boksburg, measuring 2,5696 (two comma five six nine six) hectares.

The following improvements are reported to be on the properties, but nothing is guaranteed: Building built of brick and plaster, iron roof, comprising of an entrance hall, lounge, play room, dining-room, kitchen, four bedrooms, two bathrooms, two w.c.'s, stoep, three garages, store-room and flatlet comprising lounge, dining-room, kitchen and bedroom.

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

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

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

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 422-1350.) (Ref. F20058/Mrs West.)

Saak No. 12054/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen NBS BANK BEPERK, Eiser, en FREDERICK JOHANNES KRUGER, Identiteitsnommer 4310185025003, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 16 April 1996, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Sentraal, te NG Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder op 21 Januarie 1997 om 10:00:

Gedeelte 9 van Erf 2035, geleë in die dorpsgebied Villieria, Registrasieafdeling JR, provinsie Gauteng, groot 1 276 (eenduisend tweehonderd ses-en-sewentig) vierkante meter, beter bekend as Terblanchestraat 904, Villieria.

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Enkelverdieping-woonhuis met drie slaapkamers, badkamer, sitkamer, kombuis, voorstoep en buitegeboue.

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

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

Geteken te Pretoria op hierdie 22ste dag van November 1996.

Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR68032.)

Saak No. 15079/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOUD TE PRETORIA

**In die saak tussen NBS BANK BEPERK, Eiser, en NATHANIEL GEORGE DANIEL, Verweerder, en
CHRIZETTE DANIEL, Tweede Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 10 Augustus 1995 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Suid, te Fehrslanesentrum, Strubenstraat 130A, Pretoria, aan die hoogste bieder op 15 Januarie 1997 om 10:00:

Deel 6, soos aangetoon en meer volledig omskryf op Deelplan SS255/86 in die skema bekend as Halley Rocks ten opsigte van die grond en gebou of geboue geleë in die dorpsgebied Pierre van Ryneveld, Plaaslike Bestuur, Stadsraad van Pretoria, groot 59 (nege-en-vyftig) vierkante meter, beter bekend as Halley Rocks 6, Fouchestraat 12, Pierre van Ryneveld.

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Eenslaapkamer duplexwoning met badkamer, sit/eetkamer, kombuis met klein tuintjie, plaveisel en onderdakparkering.

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

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

Geteken te Pretoria op hierdie 22ste dag van November 1996.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR58001.)

Saak No. 69315/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PRETORIA GEHOUD TE PRETORIA

**In die saak tussen NBS BANK BEPERK, Eiser, en ABRAHAM JACOBUS GROBLER
(Identiteitsnommer 7106145297089), Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 30 September 1996, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Sentraal, te NG Sinodale Sentrum, 234 Visagiestraat, Pretoria, aan die hoogste bieder op 21 Januarie 1997 om 10:00:

Deel 23, soos getoon en meer volledig omskryf op Deelplan SS280/95 in die skema bekend as Villa Bianca ten opsigte van die grond en gebou of geboue geleë te Môregloed-dorpsgebied, Plaaslike Owerheid, Stadsraad van Pretoria, groot 138 (eenhonderd agt-en-dertig) vierkante meter, beter bekend as 23 Villa Bianca, Kariboomstraat 1194, Môregloed.

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Drie slaapkamer simplekswoning met kombuis, sit/eetkamer, 1½ badkamer, 1 stort, ingangsportaal, dubbelmotorhuis met tuin, plaveisel en parkering.

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

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

Geteken te Pretoria op hierdie 22ste dag van November 1996.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR68148.)

Case No. 6698/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and BUSHY CECIL SENNE, First Defendant, and LETIYA MARY SENNE, Second Defendant

Pursuant to a judgment granted by the above Honourable Court dated 9 October 1996, and a warrant of execution, the undermentioned property will be sold in execution on Friday, 10 January 1997 at 15:00, 66 Fourth Street, Springs, to the highest bidder:

Certain Erf 14017, kwaThema Extension 2 Township, Registration Division IR, Gauteng, measuring 330 (three hundred and thirty) square metres, held under Deed of Transfer TL31926/1990, known as Erf 14017, kwaThema Extension 2 Township.

Improvements: Brick building under tiled roof consisting of a 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 22nd 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/A00563.)

Case No. 8133/95

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

In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, Plaintiff, and ANSHAH INVESTMENTS (PTY) LIMITED, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 15 May 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 Holding 103, Van Rhyn Small Holdings Agricultural Holdings Extension, situated on Plot 103, Putfontein Road, in the Township of Van Rhyn Small Holdings, District of Benoni, measuring 2,8328 (two comma eight three two eight) hectares.

The following improvements are reported to be on the property, but nothing is guaranteed: A building built of brick and plaster, iron roof, comprising of a lounge, kitchen, dining-room, family-room, four bedrooms, two bathrooms, dressing-room, two garages, four servants' quarters, two storerooms, and a flatlet comprising of an entrance hall, lounge, kitchen, two bedrooms and bathroom.

The conditions of sale:

The purchase price will be payable as to a deposit in cash of 10% (ten per 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 19th day of November 1996.

Hammond Pole & Dixon, Attorneys for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 422-1350.) (Ref. B1169F/Mrs West.)

Case No. 3259/96

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

In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, trading as WESBANK, Plaintiff, and Mr M. P. NTOBENG, Defendant

Notice is hereby given that in terms of a warrant of execution issued in the above-mentioned Court on 8 May 1996, the following property will be sold on 17 January 1997 at Springs, at the offices of the Sheriff for the Magistrate's Court, Fourth Street, Springs, to be highest bidder, being:

Erf 191, Wright Park, Springs, consisting of iron roof, plastered walls, three bedrooms, bathroom, kitchen, dining-room, garage and outside room (not guaranteed).

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 sales for perusal by all interested parties.

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

P. de Jager, for De Jager Kruger & Van Blerk, Second Floor, Sanlam Centre, Fourth Street, Springs; P.O. Box 1078 or 835, Springs. (Tel. 812-1455/6/7/8.) (Ref. Mr de Jager/AL110.)

Saak No. 78407/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen NBS BANK LIMITED, Eiser, en JACOB ADRIAAN VORSTER, Eerste Verweerder, en
RENE VORSTER, Tweede Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 8 November 1996, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom, te Gedeelte 83, De Onderstepoort, noord van Sasko Meule, ou Warmbadpad, Bon Accord, aan die hoogste bieder op 24 Januarie 1997 om 11:00:

Erf 707, geleë in die dorpsgebied Amandasig-uitbreiding 10, Registrasieafdeling JR, provinsie Gauteng, groot 1 000 (eenduisend) vierkante meter (beter bekend as Berglaan 2104, Amandasig-uitbreiding 10).

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Drieslaapkamerwoonhuis met twee badkamers, sitkamer, eetkamer, kombuis, TV-kamer, familiekamer, aantrekkamer, opwaskamer met dubbelgarage.

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

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

Geteken te Pretoria op hierdie 21ste dag van November 1996.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdiepung, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels./JR68169.)

Saak No. 62105/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen NBS BANK BEPERK, Eiser, en C. L. DREYER, Eerste Verweerder, en
L. CRAGG, Tweede Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 19 Oktober 1994, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Oos te Fehrslaansentrum, Strubenstraat 130A, Pretoria, aan die hoogste bieder op 15 Januarie 1997 om 10:00:

Deel 1 soos getoon en meer volledig omskryf op Deelplan SS109/85 in die skema bekend as Nicolene geleë in die dorpsgebied Garsfontein-uitbreiding 10, Plaaslike Owerheid: Stadsraad van Pretoria, groot 88 (agt-en-tagtig) vierkante meter (beter bekend as Nicolene 1, Windhondstraat 69, Garsfontein-uitbreiding 10).

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Duethuis met drie slaapkamers, een en 'n halwe badkamer, sitkamer, eetkamer, kombuis, stort met motorhuis en buitekamer.

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

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

Geteken te Pretoria op hierdie 21ste dag van November 1996.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Ekseksusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR48053.)

Saak No. 76809/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen NBS BANK BEPERK, Eiser, en ISABELLA ROLINA JOUBERT, Identiteitsnommer 7206120259086, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 29 Oktober 1996 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Oos, te Fehrslaansentrum, Strubenstraat 130A, Pretoria, aan die hoogste bieder op 15 Januarie 1997 om 10:00:

Deel 58, soos getoon en meer volledig omskryf op Deelplan SS34/80 in die skema bekend as Jaapuni ten opsigte van die grond en gebou of geboue geleë te Weavind Park-dorpsgebied, plaaslike owerheid: Stadsraad van Pretoria, groot 68 (agt-en-sestig) vierkante meter [beter bekend as Woonstel 706, Jaapuni (Univin), Pittsstraat 170, Weavind Park].

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf maar nie gewaarborg nie: Eenslaapkamersimpeks met sit-eetkamer, kombuis, badkamer en toegeboorde balkon en parking.

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

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

Geteken te Pretoria op hierdie 21ste dag van November 1996.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Ekseksusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria (Verw. mev. Engels/JR68160.)

Case No. 25038/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MASEKO, STANLEY WALTER, Defendant

In execution of a Judgement of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Vereeniging, at Overvaal Building, 28 Kruger Avenue, on 16 January 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 195, Steelpark, Registration Division IQ the Province of Gauteng, situated at 8 Serrum Street, Steelpark, area 1 137 square metres.

Improvements (not guaranteed): Single storey, four bedrooms, one and a half bathrooms, kitchen, dining-room, lounge, study, family room, two garages.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000, and a minimum of R260.

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

Biccari, Banchetti, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate (P.O. Box 92441), Norwood, 2117. (Tel. 880-9002/3/4.) (Ref. A. Bollo/sf/P357.)

Case No. 22656/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and STOLS, HENDRIK GERBRAND, First Defendant, and STOLS, ELIZABETH CATHARINA, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Vereeniging, at Overvaal Building, on 16 January 1997 at 10:00, of the under-mentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 465, Waldrif, Registration Division IQ, Province of Gauteng, held under Deed of Transfer T90907/1995, situated at 8 Antrasie Street, Waldrif, Vereeniging, area 1 000 square metres.

Improvements (not guaranteed): Four bedrooms, bathroom, kitchen, dining-room, lounge, family room, three garages, swimming-pool, tennis court.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000, and a minimum of R260.

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

Biccari, Banchetti, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate (P.O. Box 92441), Norwood, 2117. (Tel. 880-9002/3/4.) (Ref. A. Bollo/sf/P343.)

Case No. 20655/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DE BEER, ZACHARIAS HERMANUS, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Randburg, at 8 Elna Centre, corner of Selkirk and Blairgowrie, Blairgowrie, on 21 January 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 40, Ferndale Township, Registration Division IQ, Province of Gauteng, held under Deed of Transfer T67115/87, situated at 491 Long Avenue, Ferndale, area 2 396 square metres.

Improvements (not guaranteed): Two bedrooms, bathroom, kitchen, lounge, dining-room, study, store-room, carport, swimming-pool.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000, and a minimum of R260.

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

Biccari, Banchetti, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate (P.O. Box 92441), Norwood, 2117. (Tel. 880-9002/3/4.) (Ref. A. Bollo/sf/N672.)

Case No. 16503/96
PH 416IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NETTMAN, BARBARA ETHEL, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Vereeniging, at Overvaal Building, 28 Kruger Avenue, on 16 January 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Plot 132, Walkers Fruit Farms, Small Holdings, Registration Division IR, Province of Gauteng, held under Deed of Transfer T18841/1990, situated at Plot 132, Walkers Fruit Small Holdings, area 4,0471 hectares.

Improvements (not guaranteed): Four bedrooms, two bathrooms and four other rooms.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000, and a minimum of R260.

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

Biccari, Banchetti, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate (P.O. Box 92441), Norwood, 2117. (Tel. 880-9002/3/4.) (Ref. A. Bollo/sf/N601.)

Case No. 18046/96
PH 416IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOODLEY, PARMANATHAN, First Defendant, and MOODLEY, LALITHA, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Vereeniging, at Overvaal, 28 Kruger Avenue, Vereeniging, on 16 January 1997 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 245, Zakariyya Park Extension 1, Registration Division IR, Province of Gauteng, held under Deed of Transfer T32664/1989, situated at 85 All Spice Road, Zakariyya Park Extension 1, area 600 square metres.

Improvements (not guaranteed): Single storey, three bedrooms, one and a half bathroom and three other rooms.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000, and a minimum of R260.

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

Biccari, Banchetti, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate (P.O. Box 92441), Norwood, 2117. (Tel. 880-9002/3/4.) (Ref. A. Bollo/sf/N613.)

Case No. 6335/96
PH 416IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SMITH, VALERIE MADELINE, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Germiston North, at Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 16 January 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 1362, Eden Glen Extension 35 Township, Registration Division IR, Province of Gauteng, situated at 16 Palm Street West, Eden Glen, area 900 square metres.

Improvements (not guaranteed): Bedroom, bathroom, kitchen, lounge, garage and servant's quarters.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000, and a minimum of R260.

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

Biccari, Banchetti, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate (P.O. Box 92441), Norwood, 2117. (Tel. 880-9002/3/4.) (Ref. A. Bollo/fg/P214.)

Case No. 7914/96
PH 416

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NEL, WAYNE DAN MARE, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Germiston North, at Fourth Floor, Standard Towers, President Street, Germiston, on 16 January 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

A unit consisting of Section 45 as shown and more fully described on Sectional Plan SS340/95 in the scheme known as Eden Park in respect of the land and building/s situated at Edenglen Extension 54 Township in the Local Authority of the North East Rand Transitional Metropolitan Council (Edenvale/Modderfontein Metropolitan Substructure); and

an undivided share in the common property in the land and building or buildings as shown and more fully described on the said Sectional Plan apportioned to the Mortgaged Section in accordance with the participation quota of the Mortgaged Section.

Situation: 45 Eden Park, Soutpansberg Avenue, Edenglen.

Area: 59 (fifty-nine) square metres.

Improvements (not guaranteed): Sectional title unit of three bedrooms, one and a half bathroom, kitchen and lounge.

Terms: A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

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

Biccari, Banchetti, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate, P.O. Box 92441, Norwood, 2117. (Tel. 880-9002/3/4.) (Ref. A. Bollo/sf/P237.)

Case No. 18820/96
PH 416

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BOTHA, JAN JOHANNES, First Defendant, and LANGFORD, SUSANNA CATHARINA, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Kempton Park, at 8 Park Street, Kempton Park, on 9 January 1997 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 795, Clayville Extension 9, Registration Division JR, Province of Gauteng, held under Deed of Transfer T10361/1995.

Situation: 27 Lombard Street, Clayville Extension 9, Olifantsfontein.

Area: 1 224 (one thousand two hundred and twenty-four) square metres.

Improvements (not guaranteed): Lounge, dining-room, kitchen, three bedrooms, two bathrooms and pergola.

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 (thirty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R7 000 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand).

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

Biccari, Banchetti, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate, P.O. Box 92441, Norwood, 2117. (Tel. 880-9002/3/4.) (Ref. A. Bollo/sf/N648.)

Case No. 21067/96
PH 416

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NGULUBE, CHARLES, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg East, at 131 Marshall Street, Johannesburg, on 23 January 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Portion 19 of Erf 407, Bramley View Extension 8, Registration Division IR, Province of Gauteng, held under Deed of Transfer T74799/1995.

Situation: Portion 19 of Erf 407, Bramley View Extension 8 (also known as corner of Van der Linde Road and The Glen Road).

Area: 293 (two hundred and ninety-three) square metres.

Improvements (not guaranteed): Lounge, kitchen, two bedrooms and bathroom.

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 (thirty thousand rand) and thereafter 3% (three per cent) to a maximum fee of R7 000 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand).

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

Biccari, Banchetti, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate, P.O. Box 92441, Norwood, 2117. (Tel. 880-9002/3/4.) (Ref. A. Bollo/sf/P294.)

Case No. 14619/96
PH 416

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DORMEHL, CHARLES HENRY, First Defendant, and DORMEHL, KATHLEEN MARIE, Second Defendant

In execution of a judgment of the Supreme Court of South African (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sherriff, Brakpan, at 439 Prince George Avenue, Brakpan, on 17 January 1997 at 11:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 61, Minnebron, Registration Division IR, Province of Gauteng, held under Deed of Transfer T31847/1984, situated at 16 Des Fountain Crescent, Minnebron, area 1 050 square metres.

Improvements (not guaranteed): Double storey, lounge, dining-room, kitchen, three bedrooms, two bathrooms, two garages and outdoor w.c.

Zoning: Residential 1.

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 6th day of November 1996.

Biccari, Banchetti, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate (P.O. Box 92441), Norwood, 2117. (Tel. 880-9002/3/4.) (Ref. A. Bollo/sf/N542.)

Case No. 6543/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and SHADRACK MELOA, First Defendant, and ALICE ZONDWA MELOA, Second Defendant

Pursuant to a judgment granted by the above Honourable Court dated 9 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:

Erf 14098, kwaThema Extension 2 Township, Registration Division IR, Gauteng, measuring 350 (three hundred and fifty) square metres held under Deed of Transfer TL9703/1995, known as Erf 14098, kwaThema Extension 2.

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 with 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 22nd 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), Docex 5, Springs. [Tel. (011) 812-2400.] (Ref. Mr De Swardt/A00549.)

Case No. 5476/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and JOEY MOTI, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 4 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:

Erf 747, Bakerton Extension 4 Township, Registration Division IR, Province of Gauteng, measuring 608 (six hundred and eighty) square metres, held under Deed of Transfer T41865/1990, known as Erf 747, Bakerton Extension 4 Township.

Improvements: Brick building under tiled roof consisting of a lounge, dining-room, 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 22nd 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), Docex 5, Springs. [Tel. (011) 812-2400.] (Ref. Mr De Swardt/A00464.)

Case No. 20089/96

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
ROY GORDON STOTT, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Barberton, at the front of the main entrance to the Magistrate's Court, Barberton, on Friday, 10 January 1997 at 10:00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Barberton, United Building, Barberton:

Portion 9 of the farm Alma 644, Registration Division JT, Province of Mpumalanga, measuring 21,7858 hectares, held by virtue of Deed of Transfer T2215/1983, known as Stand 9, farm Alma 644 JU, District of Barberton.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: An agricultural property with a dwelling-house consisting of an entrance hall, two lounges, dining-room, two family rooms, study, kitchen, laundry, four bedrooms, toilet, two bathrooms/showers/toilets/wash-basins, dressing-room, bar and sewing room. Outbuildings consist of two garages and toilet. There is a swimming-pool and three boreholes on the property.

Dated at Pretoria on this 25th day of November 1996

D. Frances, for Hack Stupel & Ross, Attorneys for Plaintiff, Second Floor, Standard Bank Chambers, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA3574.)

Case No. 53248/93

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 SIDUMO PHILEMON SIKHAKHANE, Defendant**

Persuant to a judgment of the above Honourable Court, dated 1 July 1993, and a warrant of execution dated 27 July 1993, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 13 December 1996 at 10:00, in front of the Court-house, Fox Street entrance, Johannesburg:

Certain Erf 204, Protea Glen Township, Registration Division IQ, Transvaal, situated at 204 Protea Glen, Soweto West.

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

Improvements: A dwelling consisting of a lounge, a kitchen, two bedrooms, bathroom and toilet, area 331 square metres.

Property held under Deed of Transfer TE33304/92.

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

Dated at Johannesburg this 15th day of November 1996.

R. Reichman-Israelsohn, for Israelsohn Inc., 107 Oxford Road, Rosebank (P.O.Box 6467), Johannesburg, 2000. (Tel. 880-2091.) (Ref. BR3003/COLL/RG/LB.)

Saak No. 35314/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen RAAD OP PLAASLIKE BESTUURSAANGELEENTHEDE, Eiser, en
CHRISTINA MARIA HAVENGA, Verweerder**

Ter uitvoering van 'n vonnis van bogemelde Hof gedateer 31 Oktober 1994, sal die ondervermelde eiendom op 15 Januarie 1997 om 09:00, deur die Balju, Lydenburg, voor die Landdroskantoor, Voortrekkerstraat, Lydenburg, aan die hoogste bieder geregtelik verkoop word:

Erf 69, Ohrigstad, Registrasieafdeling KT, provinsie Mpumalanga, groot 2 255 vierkante meter, gehou kragtens Akte van Transport T39456/1989, bekend as Abel Erasmusstraat 69, Ohrigstad.

Verbeterings (geen waarborg word in hierdie verband gegee nie): Onverbeterde perseel.

Sonering: Residensieel.

Die verkoopvoorwaardes wat onmiddellik voor die verkoping gelees sal word, lê ter insae by die kantore van die Balju, Voortrekkerstraat 26, Lydenburg, en bevat onder andere die volgende:

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

(b) Die koper moet afslaersgelde op die dag van die verkoping betaal teen 5% (vyf persent) tot 'n prys van R30 000 en daarna 3% (drie persent) tot 'n maksimum geld van R7 000 met 'n minimum van R260 plus BTW.

Geteken te Pretoria hierdie 25ste dag van November 1996.

Eben Griffiths & Vernote, p.a. Wilsenach Van Wyk Goosen & Bekker Ing., Sanlamsentrum 1115, Andriesstraat, Pretoria.
[Tel. (012) 654-1007/654-1039.]

Case No. 121759/94
PH 238

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Execution Creditor, and
Mr SONDAG BENNETT LEBOPA, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Johannesburg dated 26 January 1995, the following property will be sold on 17 January 1997 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 13630, Vosloorus Extension 11 Township, Registration Division IR, Transvaal, measuring 240 (two hundred and forty) square metres, held by Deed of Transfer T14271/1994, known as 13630 Vosloorus Extension 11, P. O. Boksburg, 1459.

Conditions of sale:

1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. The following improvements on the property are reported but nothing is guaranteed: Single storey high pitch tiled roof dwelling, lounge, kitchen (and units), three bedrooms, bathroom and w.c. *Flooring*: Carpets and tiles. Near shopping centre, schools, public parks and main routes.

3. *Terms*: The purchaser shall pay 10% (ten per cent) of the purchase price in cash to the Sheriff of the Court immediately after the sale, and the unpaid balance, together with interest thereon as determined in the first bond registered over the property and shall be paid or guaranteed by an approved bank or building society guarantee within 14 (fourteen) days of date of sale.

4. *Conditions*: The full conditions of sale which will be read by the Sheriff of the Court, Boksburg, may be inspected at the office of the Sheriff of the Court at 182 Leeuwpoot Street, Boksburg, as also at the offices of Attorney Peter F. Caldwell, Northcliff Corner, corner of D.F. Malan Drive and Milner Street, Northcliff, Johannesburg.

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

P. F. Caldwell, for Peter F. Caldwell, Northcliff Corner, corner of D. F. Malan Drive and Milner Street, Northcliff, DX 593, Johannesburg. (Tel. 888-1206/7.) (Ref. PC/ab/F351.)

Case No. 6179/96

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

**In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and MATOME PETRUS MOGALE, First
Defendant, and CATHRINA MOGALE, Second Defendant**

On 22 January 1997 at 10:00, a public auction will be held at 8 St Column, New Redruth, Alberton, at which the Deputy of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

All the right, title and interest in the leasehold in respect of certain Erf 11084, Tokoza Extension 2 Township, Registration Division IR, Province of Gauteng, situated at 413 Nomhle Street, Tokoza Extension 2, Alberton, measuring 260 (two hundred and sixty) square metres.

Improvements (these improvements are not warranted to be correct and are not guaranteed): A dwelling consisting of lounge, two bedrooms, kitchen, bathroom and toilet. *Outbuildings*: None.

The material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof substitution therefor and, subject thereto, the property shall be sold voetstoots to the highest bidder.

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 18,25% (eighteen comma two five per cent) at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or R1 000 [one thousand rand (whichever is the greater)] together with Sheriff's commission and 14% (fourteen per cent) VAT immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Alberton this 25th day of November 1996.

B. L. Du Plessis, for Bernard L. Du Plessis, 100 Marwik Centre, 17 Fore Street, New Redruth, Alberton, 1450. [Tel. (011) 907-1216.] (Ref. Mr Du Plessis/SB/21181.)

Case No. 1076/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and OTTO KARL FREDERICH KUNNIGER, Defendant

On 22 January 1997 at 10:00, a public auction will be held at 8 St Column, New Redruth, Alberton, at which the Deputy of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Certain Erf 1624, Brackenhurst Extension 2 Township, Registration Division IR, Province of Gauteng, situated at 130 Hennie Alberts Street, Brackenhurst, Alberton, measuring 1 500 (one thousand five hundred) square metres.

Improvements (these improvements are not warranted to be correct and are not guaranteed): A dwelling consisting of lounge, dining-room, four bedrooms, kitchen, bathroom and toilet. *Outbuildings*: Double garage, precast fencing and swimming-pool.

The material conditions of sale are:

1. The sale shall, in all respect, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof substitution therefore and, subject thereto, the property shall be sold voetstoots to the highest bidder.

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 19,25% (nineteen comma two five per cent) per annum at the time of the preparation of these conditions from date of sale to date of payment.

3. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or R1 000 [one thousand rand (whichever is the greater)] together with Sheriff's commission and 14% (fourteen per cent) VAT immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Magistrate's Court and/or such person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Sheriff of the Magistrate's Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and leasehold and other charges which are payable to the local or any other authority prior to passing of transfer of the property to the purchaser.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon sale, being effected from which date all benefits, risks and liability shall pass to the purchaser.

Dated at Alberton this 21st day of November 1996.

B. L. Du Plessis, for Bernard L. Du Plessis, 100 Marwik Centre, 17 Fore Street, New Redruth, Alberton. [Tel. (011) 907-1216.] (Ref. Mr Du Plessis/SB/21289.)

Case No. 7185/96

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

In the matter between FIRST NATIONAL BANK OF S.A. LTD, Plaintiff, and MBELE, E. K. S., Defendant

In pursuance of a judgment in the Magistrate's Court of Johannesburg, dated 26 February 1996, in the above-mentioned matter, a sale by public auction will be held by the Messenger of the Court, Soweto West, on 13 December 1996, at 10:00, at the Magistrate's Court, Fox Street Entrance, Johannesburg, without a reserve price, the purchase price to be subject to the approval of the Plaintiff, and the conditions of the sale which may be inspected at the office of the Messenger of the Court and which will be read by him in respect of the sale in execution of the undermentioned property owned by the Defendant:

Certain Erf 1974, Tladi Township, measuring 281 (two hundred and eighty-one) square metres.

Improvements (none of which are guaranteed) consisting of the following: *Main Building*: Dwelling with tiled roof consisting of three bedrooms, bathroom with toilet, dining-room, kitchen and lounge. *Diverse*: Face brick wall around house.

Terms: Auctioneer's charges and 10% (ten per cent) of the purchase price in cash or by way of bank-guaranteed cheque payable by the purchaser, immediately after the bid has been accepted by the Messenger of the Court the balance against transfer to be secured by a bank or a building society to be approved by the Plaintiff's attorneys and to be furnished to the Messenger of the Court within 30 (thirty) calendar days after the date of sale and in addition, transfer duties, costs of transfer, arrear rates and taxes, interest due to the Creditor from the date of sale of the property to date of transfer and other charges necessary for the said transfer upon request by the attorney for the Execution Creditor.

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

David Botha & Associates, Plaintiff's Attorneys, c/o The Document Exchange, Third Floor, The Markade, 84 President Street, Johannesburg; 7 Maxwell Avenue, Randburg. (Docex 23, Randburg.) (Tel. 886-4814.) (Ref. F31/GW/Miss L. Bekker.)

Case No. 8543/96

PH 71

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Judgment Creditor, and ONE-TWO-SIX FOREST ROAD CLOSE CORPORATION, Judgment Debtor

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 22 May 1996, issued by the Court at Randburg, the following property will be sold in execution by the Sheriff of the Court, in front of the Randburg Magistrate's Court-house, Jan Smuts Avenue, Randburg, to the highest bidder on 16 January 1997 at 10:00:

Certain Portion 1 of Erf 84, Atholl Extension 7 Township, Registration Division IR, Province of Gauteng, measuring 1 983 square metres, held by Deed of Transfer T54659/1986 (known as 126 Forest Road, Atholl, Extension 7, Sandton).

Conditions of sale:

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

2. The following improvements on the property is reported but nothing is guaranteed: Single-storey residence, with tiled roof, brick walls, consisting of lounge, family room, dining-room, two bathrooms and kitchen. Outbuildings consists of double garage, servants' quarters and garden in good condition.

3. *Terms*: The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance thereof, together with interest thereon from date of sale to date of registration of transfer at the rate of 18,25% (eighteen comma two five per cent) per annum, shall within 30 (thirty) days be paid or secured by a bank or building society guarantee.

4. *Conditions*: The full conditions of sale may be inspected in the office of the Sheriff of the Court for Sandton.

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

Krowitz Perlow & Hertz, Plaintiff's Attorneys, c/o Docex, First Floor, Metro Centre, Hendrik Verwoerd Drive, Randburg; P.O. Box 2642, Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. C. A. Perlow/TK/N638.)

Saak No. 946/96

IN DIE LANDDROSHOF VIR DIE DISTRIK LICHTENBURG GEHOU TE LICHTENBURG

In die saak tussen BOSMAN EN BOSMAN PROKUREURS, Eiser, en mnr. I. S. FOSTER, Verweerder

Ingevolge 'n lasbrief vir eksekusie gedateer 30 Oktober 1996 sal die volgende eiendom te die plaas Boshoffsrust, Ottosdal, per publieke veiling verkoop word op 30 Desember 1996 om 11:00 by die plaas Boshoffsrust, Ottosdal:

Resterende Gedeelte van die Plaas 477, Boshoffsrust, Ottosdal, Registrasieafdeling IP, Noordwes, groot 436,3311 (vierhonderd ses-en-dertig komma drie drie een een) hektaar, gehou kragtens Akte van Transport T3258/1983.

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

Geteken te Lichtenburg op hierdie 28ste dag van November 1996.

Bosman & Bosman, Prokureurs vir Eiser, Melvillestraat 45 (Posbus 1), Lichtenburg, 2740. (Verw. mnr. Nortje/BB98/MB.)

Saak No. 2673/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **PERMANENTE BANK, 'N AFDELING VAN NEDCOR BANK BEPERK, Eiser, en**
VERNON JAMES SMALL, Verweerder

Ingevolge vonnis van bogemelde Hof en lasbrief vir eksekusie gedateer 15 Oktober 1996, sal die hierondergemelde eiendom geregtelik verkoop word aan die hoogste bieder op 10 Januarie 1997 om 09:00, te die Landdroskantore, Brits, naamlik:

Deel 14, soos getoon en volledig beskryf op Deelplan SS113/95 in die skema bekend as Montego Bay ten opsigte van die grond of geboue geleë te Gedeelte 132, 'n gedeelte van Gedeelte 62, van die plaas De Rust 478, Plaaslike Owerheid: Stadsraad van Kosmos, van welke deel die vloeroppervlakte volgens genoemde plan 52 (twee-en-vyftig) vierkante meter groot is. Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST11332/95.

Vernaamste voorwaardes:

- (a) Die verkoping sal per publieke veiling aangebied word, sonder reserwe en sal voetstoots wees.
- (b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser, vanaf datum van verkoping tot datum van betaling.
- (c) Onmiddellik na verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantore te Brits nagegaan mag word.
- (d) Die koper sal alle bedrae wat benodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragkoste, hereregte, terreinhuur en ander koste verskuldig aan die plaaslike owerheid, rente, ensovoorts.
- (e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan of R400 (vierhonderd rand) welke ook al die meerdere is, tesame met die Balju se voorgeskrewe koste, onmiddellik na die verkoping in kontant of deur bankgewaarborgde tjek en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur die bank of bouvereniging binne 14 (veertien) dae vanaf datum van verkoping.
- (f) By gebreke van die bepalings van die voorwaardes van verkoping, mag die koper verplig wees om 10% (tien persent) van die koopprys te betaal as roukoop.
- (g) Die volledige voorwaardes van verkoping is beskikbaar vir inspeksie by die kantoor van die Balju vir die Landdroshof, Brits.

Gedateer te Brits op hede die 4de dag van November 1996.

A. J. E. Pienaar, Prokureur vir Eiser, Langenhoven & Van Rensburg Ing., Pienaarstraat 59 (Posbus 1), Brits, 0250. [Tel. (01211) 2-0413.] (Verw. AJEP/M. Coertze/ZS0471/V. J. Small.)

Saak No. 2542/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BRITS GEHOU TE BRITS

In die saak tussen **PERMANENTE BANK 'N AFDELING VAN NEDCOR BANK BEPERK, Eiser, en B. H. VAN HEERDEN,**
Verweerder

Ingevolge vonnis van bogemelde Hof en lasbrief vir eksekusie gedateer 14 Oktober 1996, sal die hierondergemelde eiendom geregtelik verkoop word aan die hoogste bieder op 10 Januarie 1997 om 09:00, te die Landdroskantore, Brits, naamlik:

Erf 1980, Uitbreiding 18, Brits, Registrasieafdeling JQ, Noordwes-provinsie, groot 731 (sewehonderd een-en-dertig), vierkante meter, gehou Kragtens Akte van Transport T64031/95.

Vernaamste voorwaardes:

- (a) Die verkoping sal per publieke veiling aangebied word, sonder reserwe en sal voetstoots wees.
- (b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser, vanaf datum van verkoping tot datum van betaling.

(c) Onmiddellik na verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantore te Brits nagegaan mag word.

(d) Die koper sal alle bedrae wat benodig mag word om oordrag van die eiendom te verkry betaal, insluitende alle oordragkoste, hereregte, terreinhuur en ander koste verskuldig aan die plaaslike owerheid, rente, ensovoorts.

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan of R400 (vierhonderd rand) welke ookal die meerdere is, tesame met die Balju se voorgeskrewe koste, onmiddellik na die verkoping in kontant of deur bankgewaarborgde tjek en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur die bank of bouvereniging binne 14 (veertien) dae vanaf datum van verkoping.

(f) By gebreke van die bepalinge van die voorwaardes van verkoping, mag die koper verplig wees om 10% (tien persent) van die koopprys te betaal as roukoop.

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

Gedateer te Brits op hede die 7de dag van Oktober 1996.

A. J. E. Pienaar, Prokureur vir Eiser, Langenhoven & Van Rensburg Ing., Pienaarstraat 59, (Posbus 1), Brits, 0250. [Tel. (01211) 2-0413.] (Verw. AJEP/M. Coertze/ZH0171/Van Heerden.)

Case No. 21213/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and RENESWANA WILLIAM SHAI, Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Van Riebeck Street, Belfast, on 10 January 1997 at 10:00:

Property: All right, title and interest in the leasehold in respect of Erf 936, Township of Siyathuthuka, Registration Division JS, Transvaal.

Improvements: Two bedrooms, bathroom, kitchen, lounge and family room.

Full conditions of sale can be inspected at the office of the Sheriff of the Supreme Court, Vermooten Street, Belfast, and will also be read out by the Sheriff prior to the sale in execution.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria.. [Tel. (012) 325-4185.] Ref. Du Plooy/tv/GT4328.)

Saak No. 7742/96

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

In die saak tussen SAAMBOU BANK BEPERK, voorheen bekend as SAAMBOU NASIONALE BOUVERENIGING BEPERK (Reg. No. 87/05437/06), Eiser, en E. F. Pienaar, Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n lasbrief vir eksekusie gedateer 15 Oktober 1996, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 16 Januarie, 1997 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 1406, dorpsgebied Birch Acres-uitbreiding 3, Kempton Park, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 931 (nege drie een) vierkante meter, en bekend as Parkietstraat 5, Birch Acres-uitbreiding 3, Kempton Park.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou, van stene, teëldak, bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en twee toilette. Buitegeboue bestaan uit afdak, twee motorhuise en 'n rylaan. Eiendom is omhein met betonmure.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die betrokke Balju. 'n Substansiële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op 11 November, 1996.

J. H. B. Schnetler, vir Badenhorst & Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Swanepoel/S1440/CDS391.)

Saak No. 8954/96

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

In die saak tussen NBS BANK BEPERK, voorheen bekend as NATAL BOUVERENIGING BEPERK (Reg. No. 87/01384/06), Eiser, en W. S. GRIESEL, Eerste Verweerder, en D. P. GRIESEL, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n lasbrief vir eksekusie gedateer 10 Oktober 1996, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 23 Januarie 1997 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 142, Dorpsgebied Van Riebeeckpark-uitbreiding 1, Registrasieafdeling IR, provinsie Pretoria-Witwatersrand-Vereeniging, in die distrik Kempton Park, groot 1 140 (eenduisend eenhonderd en veertig) vierkante meter, ook bekend as Bosloeriestraat 20, Van Riebeeckpark, Kempton Park.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, eetkamer, kombuis, familie/TV-kamer, vier slaapkamers, twee badkamers en twee toilette. Buitegeboue bestaan uit twee motorhuise en rylaan. Eiendom is omhein met betonmure.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die Balju, Kempton Park. 'n Substansieële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 22ste dag van November 1996.

J. H. B. Schnetler, vir Badenhorst & Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Swanepoel/N1265/CDN792.)

Saak No. 6938/96

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

In die saak tussen SAAMBOU BANK BEPERK, voorheen bekend as SAAMBOU NASIONALE BOUVERENIGING BEPERK (Reg. No. 87/05437/06), Eiser, en R. COHEN, Eerste Verweerder, en L. J. COHEN, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Hof vir die Landdros van Kempton Park en 'n lasbrief vir eksekusie gedateer 15 Oktober 1996, word die eiendom hieronder uiteengesit in eksekusie verkoop op Donderdag, 23 Januarie 1997 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 106, dorpsgebied Norkem Park, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, groot 976 (nege sewe ses) vierkante meter, ook bekend as Eastonstraat 45, Norkem Park, Kempton Park.

Die volgende verbeterings op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: Woonhuis gebou van stene, teëldak, bestaande uit sitkamer, eetkamer, familie/TV-kamer, kombuis, drie slaapkamers, twee badkamers en twee toilette. Buitegeboue bestaan uit afdak, motorhuis, rylaan, en swembad.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 20% (twintig persent) en die balans teen registrasie van transport.

2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal lê vir insae by die kantoor van die betrokke Balju. 'n Substansieële bouvereniginglening kan vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Gedateer te Kempton Park op hierdie 22ste dag van November 1996.

J. H. B. Schnetler, vir Badenhorst & Schnetler Ingelyf, Eerste Verdieping, Hees en Van Loggerenberggebou, Longstraat 23, Kempton Park. (Verw. mev. Swanepoel/S1437/CDS388.)

Case No. 10124/93

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

In the matter between AVFIN INDUSTRIAL FINANCE (PTY) LTD, Execution Creditor, and ZELDA VIRGINIA DU PLOOY, Third Execution Debtor

Be pleased to take notice that on 20 January 1997 at 10:00, a public auction sale will be held at the office of the Sheriff for Germiston South, Third Floor, United Building, 177 President Street, Germiston, 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 1110, Elspark Extension 1 Township, Registration Division IR, Province of Gauteng, measuring 994 square meters, held by virtue of Deed of Transfer T15474/1985, also known as 11 Vaalbos Street, Elspark Extension 1, Germiston.

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, Germiston South, Third Floor, United Building, 177 President Street, Germiston.

Dated at Germiston this 14th 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.345.)

Case No. 36794/96

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

In the matter between BODY CORPORATE CHURCHILL, Plaintiff, and MAHARAJ, ASHWIN SEWKUMAR, First Defendant, and MAHARAJ, VEENA, Second Defendant

On 20 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 67, as shown and more fully described on Sectional Plan SS174/84, in the scheme known as Churchill, situated at Johannesburg Township, the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area according to the said sectional plan is 95 (ninety-five) 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 ST37393/95, also known as 63 Churchill, corner of Klein and Ockerse Streets, Hillbrow, Johannesburg, measuring 95 (ninety-five) square metres.

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

Material conditions of sale are:

1. The sale shall, in all respects, be governed by the Magistrate's Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and subject thereto, the property will be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate of 20,25% (twenty comma two five per cent) per annum or if the claim of ABSA Bank exceeds the price, interest amounting to the same as interest at that rate on that claim subject to such interest not exceeding the maximum allowed by law.

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

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request the fees of the Sheriff of the Court acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a certificate in terms of section 50, of the Local Government Ordinance (Transvaal), 1939, or any amendment thereto or substitution therefor.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liabilities shall pass to the purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Court, Johannesburg Central, 131 Marshall Street, Johannesburg.

Case No. 3991/96

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

In the matter between FIDELITY BANK LIMITED, Plaintiff, and MIRIMISI JOHN MALULEKE, First Defendant, and XOLISWA PATIENCE MALULEKE, Second Defendant

Pursuant to a judgment granted by the above Honourable Court the undermentioned property will be sold on 10 January 1997 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

A unit consisting of —

(a) section 2, as shown and more fully described on Sectional Plan SS133/1993, in the scheme known as Erf 163, Windmill Park, in respect of the land and building or buildings situated at Windmill Park Township, in the area of the Local Authority of Boksburg, of which section the floor area, according to the said sectional plan is 51 (fifty-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 (situated at 265 De Waal Drive, Windmill Park, Boksburg).

Date: 20 November 1996.

I. M. Hutchesson, 170 Prince's Avenue, Western Extension, Benoni. (Tel. 422-2934/5.) (Ref. IF0267.)

Case No. 1035/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and JOHANNES MARTHINUS DE JAGER, First Defendant, and VENESSA ELAINE DE JAGER, Second Defendant

Pursuant to judgment and a writ of execution the property, namely:

Property: Erf 307, Silverfields Extension 1 Township, Registration Division IQ, Province of Gauteng, measuring 991 (nine hundred and ninety-one) square metres, situated at 05 Lovedale Street, Silverfields Extension 1, Krugersdorp, will be sold in execution on 15 January 1997 at 10:00, by the Sheriff at his offices, Klaburn Court, Ockerse Street, Krugersdorp.

Conditions of sale: The property shall be sold to the highest bidder, voetstoots, subject to the Magistrate's Courts Act, the conditions of sale and payment of a 10% (ten per cent) deposit.

Van Rensburgs, First Floor, NBS Building, Monument Street, Krugersdorp. (Tel. 763-3856.) (Ref. C. van Molendorff/N375.)

Case No. 2744/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and SARAH SOPHIA KEDIBONE MARUAPULA, Defendant

Pursuant to judgment and a writ of execution the property, namely:

Property: Erf 3608, Mohlakeng Township, Registration Division IQ, Province of Gauteng, Measuring 201 (two hundred and one) square metres, situated at Erf 3608, Mohlakeng, Randfontein, will be sold in execution on 12 January 1997 at 10:00, by the Sheriff at his offices, 19 Pollock Street, Randfontein.

Conditions of sale: The property shall be sold to the highest bidder, voetstoots, subject to the Magistrates' Courts Act, the conditions of sale and payment of a 10% (ten per cent) deposit.

Van Rensburgs, First Floor, NBS Building, Monument Street, Krugersdorp. (Tel. 763-3856.) (Ref. C. van Molendorff/N412.)

Case No. 19461/96
PH 782IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED (NEDCOR DIVISION), and BOTHA, JOHANNA FRANCES, 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 offices of Sheriff, Springs, at 56 12th Street, Springs, on 6 December 1996 at 11:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale:

Certain Erf 167, Geduld, Division IR, Province of Gauteng, area 495 (four hundred and ninety-five) square metres, situated at Erf 6, Seventh Avenue, Geduld, Springs, IR, Province of Gauteng.

Improvements: Three bedrooms, one and half bathroom, lounge, dining-room and kitchen (not guaranteed).

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

Dated at Johannesburg during November 1996.

Kunene Incorporated, Plaintiff's Attorneys, Fourth Floor, Surrey House, 35 Rissik Street. (P.O. Box 61036), Marshalltown, 2107. (Tel. 836-4751.) (Fax. 836-4792.) (Ref. Mr Ngcobo/wm/PERM-B5.)

Saak No. 3997/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PIETERSBURG GEHOU TE PIETERSBURG

**In die saak tussen ADOLPH MMAKETU MATHABATHA, Eiser, en
TALITHA MAMOGOBO MATHABATHA (LESUFI), Verweerder**

Ter uitvoerlegging van 'n vonnis van die Landdros, Pietersburg, toegestaan op 27 Junie 1996, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 7 Februarie 1997 om 10:00, te die Landdroskantoor, Pietersburg, aan die hoogste bieder, naamlik:

Resterende Gedeelte van Erf 141, geleë in die dorp Pietersburg, Registrasieafdeling LS, Noordelike Provinsie, beter bekend as President Krugerstraat 19A, Pietersburg, groot 714 (sewe een vier) vierkante meter, gehou kragtens Transportakte T92585/1994.

Voorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet, No. 32 van 1944, en die reëls daaronder uitgevaardig, die voorwaardes bevat in die akte van transport en sal verkoop word aan die hoogste bieder sonder reserwe.

2. Die koper sal aan die Balju 10% (tien persent) van die koopprys onmiddellik betaal na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van die verkoping.

3. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantore van die Balju, Pietersburg, Bokstraat 56A, gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveel word.

Geteken te Pietersburg op die 26ste dag van November 1996.

K. Twine, vir Jansen Kampherbeek & Twine, Rabestraat 26A (Posbus 44), Pietersburg, 0700. (Verw. K. Twine/bj.)

Saak No. 4214/96

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

**In die saak tussen EERSTE NASIONALE BANK BEPERK, Eiser, en
mnr. JOHANNES PETRUS BYLEVELDT, Verweerder**

Ter uitwinning van 'n vonnis van die Landdroshof, Rustenburg, en 'n lasbrief vir eksekusie gedateer 29 Julie 1996, in bogemelde saak, sal 'n verkoping sonder 'n reserwe prys gehou word voor die Landdroskantoor, Rustenburg, op 20 Desember 1996 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van Kloof Afslaers, p.a. Van Velden & Duffey, Tweede Verdieping, Biblio Plaza, hoek van Van Staden- en Smitstraat, Rustenburg, die Balju van die Landdroshof, Smitslaan 30, Rustenburg, en die Klerk van die Hof, Landdroshof, Rustenburg, voor die verkoping ter insae sal lê:

Gedeelte 2 van Erf 554, in die dorp Rustenburg, Registrasieafdeling JQ, Transvaal, groot 991 vierkante meter, gehou kragtens Akte van Transport T11775/85, bekend as Benonistraat 49, Rustenburg.

Die volgende besonderhede wat verskaf word, maar nie gewaarborg word nie, is as volg: Ingangsportaal, sitkamer,

TV-kamer, eetkamer, kombuis met opwaskamer, drie slaapkamers, badkamer, stort, twee toilette, bediendekamer en twee motorhuise.

Terme: Tien persent (10%) van die verkoopprijs en afslaaersgelde plus BTW in kontant op die dag van verkoping en die balans plus rente teen registrasie van transport. Ten opsigte van die balans moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne veertien dae vanaf verkoping verskaf word.

Geteken te Rustenburg op hierdie 26ste dag van November 1996.

Van Velden & Duffey, Prokureur vir Eiser, Tweede Verdieping, Biblio Plaza, hoek van Van Staden- en Smitstraat, Rustenburg. [Verw. mnr. Klynsmith/mnr. Serfontein (tc).]

Saak No. 2904/95

IN DIE LANDDROSHOF VIR DIE DISTRIK RUSTENBURG GEHOU TE RUSTENBURG

In die saak tussen EERSTE NASIONALE BANK BEPERK, Eiser, en mnr. P. J. TURNER, Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof, Rustenburg, en 'n lasbrief vir eksekusie gedateer 10 April 1996, in bogemelde saak, sal 'n verkoping sonder 'n reserweprijs gehou word voor die Landdroskantoor, Rustenburg, op 20 Desember 1996 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van Kloof Afslaers, p.a. Van Velden & Duffey, Tweede Verdieping, Biblio Plaza, hoek van Van Staden- en Smitstraat, Rustenburg, die Balju van die Landdroshof, Smitslaan 30, Rustenburg, en die Klerk van die Hof, Landdroshof, Rustenburg, voor die verkoping ter insae sal lê:

Gedeelte 15 van die plaas Waagfontein 340, Registrasieafdeling JQ, Noordwes, groot 21,4133 hektaar, gehou kragtens Akte van Transport T96345/89, bekend as die plaas Waagfontein, Distrik Rustenburg.

Die volgende besonderhede wat verskaf word, maar nie gewaarborg word nie, is as volg: Ingangsportaal, sitkamer, TV-kamer, eetkamer, kombuis, drie slaapkamers, badkamer, motorhuis, bediendekamer en opwaskamer.

Terme: Tien persent (10%) van die verkoopprijs en afslaaersgelde plus BTW in kontant op die dag van die verkoping en die balans plus rente teen registrasie van transport. Ten opsigte van die balans moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne veertien dae vanaf verkoping verskaf word.

Geteken te Rustenburg op hierdie 26ste dag van November 1996.

Van Velden & Duffey, Prokureur vir Eiser, Tweede Verdieping, Biblio Plaza, hoek van Van Staden- en Smitstraat, Rustenburg. [Verw. mnr. Klynsmith/mnr. Serfontein (tc)]

CAPE • KAAP

Case No. 8313/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and Mr H. J. THOMAS, First Defendant, and Mrs M. D. J. THOMAS, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuils River and writ of execution dated 23 August 1996, the property listed hereunder will be sold in execution on 10 January 1997 at 10:00, at 41 Victoria Street, Tuscany Glen, Blue Downs, to the highest bidder:

Certain Erf 1016, Blue Downs, in the Area of the Transitional Metropolitan Substructure of Melton Rose, Blue Downs, Division of Stellenbosch, Western Cape, and situated at 41 Victoria Street, Tuscany Glen, Blue Downs, in extent 343 (three hundred and forty-three) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Three bedrooms, lounge, kitchen, bathroom and toilet.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per 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, in Bellville. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 15th day of October 1996.

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (Ref. INV/MB/N230.)

Case No. 3300/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and ADAM JOHANNES BOTMAN, First Defendant, and JOYCE SARAH BOTMAN, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Bellville, the following will be sold in execution on 8 January 1997 at 11:00, on site, to the highest bidder:

Erf 19897, Bellville, 510 (five hundred and ten) square metres, held by Deed of Transfer T40009/95, situated at 11 Portaluca Street, Belhar, tiled roof, three bedrooms, bathroom/toilet, lounge, kitchen and granny flat.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale. The balance [plus interest at the current rate of 19,25% (nineteen comma two five per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

4. The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Bellville.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. C. Silverwood/Z00881.)

Saak No. 2309/95

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen LOUHEN BEMARKING BK, Eiser, en mnr. N. NTSIKO, Verweerder

Ingevolge 'n vonnis toegestaan in die bogemelde Agbare Hof op 4 April 1995, en 'n lasbrief vir eksekusie uitgevoer op 2 Februarie 1996, sal die ondervermelde vaste eiendom per openbare veiling verkoop word op 23 Januarie 1997 om 11:00, te Landdroskantore, Durbanstraat, Uitenhage:

Sekere stuk grond synde ou Erf 3209, kwaNobuhle, Uitenhage, geleë in die munisipaliteit (nou Plaaslike Oorgangsraad), Uitenhage, afdeling kwaNobuhle, Uitenhage, groot 576 (vyfhonderd ses-en-sewentig) vierkante meter.

Die volgende inligting word verskaf, alhoewel geen waarborg in die verband daarmee gegee word nie: Die eiendom is geleë en bekend as Sizanistraat 14, kwaNobuhle, Uitenhage, met sekere verbeterings daarop aangebring.

Voorwaardes van verkoop:

1. Die eiendom met reserweprys, word voetstoots verkoop, onderworpe aan die terme en voorwaardes van die Landdros-hofwet en reëls, en die terme van die titelaktes, in sover dit van toepassing mag wees.

2. Die koopprys moet soos volg betaal word:

(a) Tien persent (10%) daarvan in kontant by ondertekening van hierdie voorwaardes en betaalbaar aan die Balju vir die Landdroshof, asook Balju vir die Landdroshof se afslaaersfooi.

(b) Die balans teen transport verseker te word deur middel van goedgekeurde bank- of bouverenigingwaarborge ten gunste van die Vonnisskuldeiser en/of sy genomineerdes by die Balju vir die Landdroshof ingehandig te word binne een-en-twintig (21) dae na datum van verkoping, welke waarborg op registrasie van transport van die eiendom op naam van die koper, betaalbaar sal wees, vry van wisselkoers te Uitenhage.

3. Al die verkoopvoorwaardes lê ter insae by die kantoor van die Balju vir die Landdroshof, Uitenhage-Suid, Stockenstroomstraat 12, Uitenhage.

Gedateer te Uitenhage op hede die 11de dag van November 1996.

Baard Lessing & Kie., Prokureurs vir Eiser, Bairdstraat 14B (Posbus 903), Uitenhage, 6230.

Case No. 37218/94

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LTD, Plaintiff, and CARLIEB ADAMS, Defendant

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site on 7 January 1997 at 09:30:

Erf 119222, Cape Town at Woodstock, in the Municipality of Cape Town, Cape Division, in extent 237 square metres, also known as 46 Greatmore Street, Woodstock.

Conditions:

1. The following information is furnished, but not guaranteed: Double-storey brick dwelling with three bedrooms, lounge, dining-room, entrance hall, study, kitchen, laundry, bathroom/toilet, servants' quarters and garage.

2. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 7th day of November 1996.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

Case No. 56503/96

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 ZILINDILE WILLIAM BUNU,
First Defendant, and NOMPUMELELO PRISCILLA BUNU, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate in the District of Port Elizabeth dated 17 July 1996, the property listed hereunder will be sold in execution on Friday, 20 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 497, Motherwell NU3, Phase 1, now known as Erf 5098, Motherwell, Municipality and Division of Port Elizabeth, measuring 343 square metres, situated at 60 Ncinida Street, Motherwell, 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 5th day of November 1996.

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

Case No. 30935/93

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 PETER JACOBUS BAARTMAN,
First Defendant, and JOSEPHINE BAARTMAN, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 29 October 1993, the property listed hereunder will be sold in execution on Friday, 20 December 1996 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 9404, Bethelsdorp, situated in the Municipality and Administrative District of Port Elizabeth, measuring 306 square metres, situated at 52 Harlequin Street, Bethelsdorp Extension 34, 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 5th day of November 1996.

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

Case No. 77069/96

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 DONALD GRAHAM HOFFMAN, First Defendant, and VELMA HOFFMAN, 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, 20 December 1996 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 9200, Bethelsdorp, in the Municipality and Administrative District of Port Elizabeth, measuring 413 square metres, situated at 39 Justifina Crescent, Bethelsdorp, 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 5th day of November 1996.

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

Case No. 44530/96

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 DONOVAN VAN HEERDEN, First Defendant, and MOIRA VERONICA VAN HEERDEN, Second Defendant

In pursuance of a judgment in the Court of the Magistrate for the District of Port Elizabeth dated 12 July 1996, the property listed hereunder will be sold in execution on Friday, 20 December 1996 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 4645, Gelvandale, Municipality and Division of Port Elizabeth, measuring 181 square metres, situated at 153 Renecke Street, Gelvandale, 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 5th day of November 1996.

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

Case No. 7570/96

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

In the matter between UNITED BANK, a division of ABSA BANK LIMITED, Plaintiff, and PETRUS ALBERTUS BRITS, First Defendant, and CHARMAINE DAPHNE BRITS, Second Defendant

The following property will be sold in execution at the site of the property, of Unit 9, Harose Building, Van Riebeeck Street, Kuils River, on Tuesday, 7 January 1997 at 11:00, to the highest bidder:

Unit 9 of Section Plan SS196/85, situated at Harose Building, Van Riebeeck Street, Kuils River, measuring 67 (sixty-seven) square metres.

Description: Two bedrooms, kitchen, bathroom and toilet, living-room, underroof parking space for car (flat), held by Title Deed ST8708/95 dated 27 June 1985.

1. The following improvements are reported but not guaranteed.

2. *Payment:* A deposit of 10% (ten per cent) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,25% (nineteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z01590.)

Saak No. 7627/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en MICHIEL CHRISTIAAN MARINUS, Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 14 Januarie 1997 om 12:15, op die perseel:

Erf 7342, Kraaifontein, in die Oostelike Substruktuur, afdeling Paarl, provinsie Wes-Kaap, groot 513 vierkante meter, gehou kragtens Transportakte T53761/91, ook bekend as Tygerlaan 89, Kraaifontein.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepallings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 20,25% (twintig komma twee vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): *Hoofgebou:* Baksteengebou, bestaande uit drie slaapkamers, kombuis, badkamer en sitkamer. *Buitegebou:* Enkelmotorhuis.

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, Kuilsrivier, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 17de dag van Oktober 1996.

A. J. Marais, vir Marais Muller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

Case No. 6944/96

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and GREGORY DERICK VICTOR DUNCAN, First Execution Debtor, and BEVERLEY ANNE DUNCAN, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, dated 23 July 1996 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 7 January 1997 at 12:00

Erf 701, Kuils River, in the area of the Eastern Substructure, Stellenbosch Division, Western Cape Province, in extent 796 (seven hundred and ninety-six) square metres.

Street address: 14 Samuel Street, Sarepta, Kuils River.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) The following information is furnished but not guaranteed: Entrance hall, lounge, dining-room, family room, kitchen, three bedrooms, two bathrooms/w.c., bar room and two garages.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

(4) Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the prevailing rate of interest from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on 19 October 1996.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

Case No. 3698/93

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

In the matter between NBS BANK LIMITED, Plaintiff, and JOHN JOHANNES STEENKAMP, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 22 April 1993 and subsequent warrant of execution the following property will be sold in execution to the highest bidder on 24 January 1997 at 10:00, at 9 Karen Street, Gaylee, namely:

Erf 397, Gaylee, in the Local Area of Melton Rose, Division of Stellenbosch, measuring 744 (seven hundred and forty-four) square metres, held by Deed of Transfer T27123/1983, also known as 9 Karen Street, Gaylee.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, 29 Northumberland Street, Bellville, and contain *inter alia* the following provisions:

1. The following improvements are reported but not guaranteed: *Dwelling*: Three bedrooms, lounge, kitchen, bath, toilet and garage.

2. Ten per cent (10%) of the purchase price on date of sale.

3. Balance of purchase price plus interest to be guaranteed with 14 (fourteen) days of date of sale.

4. Possession subject to any lease agreement.

5. Reserve price to be read out at sale.

Dated at Claremont on 19 November 1996.

Van Dyk, Potgieter Meyer Inc., 26 Draper Street (P.O. Box 44641), Claremont. (Tel. 683-2792.)

Case No. 9371/96

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

In the matter between TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN, Judgment Creditor, and W. SCHROEDER (also ESSOP), Judgment Debtor

The property described hereunder will be sold at 59 Argyle Street, Woodstock, on Tuesday, 7 January 1997 at 10:30, viz:

Certain piece of land situated at Cape Town, in the Municipality of Cape Town, Cape Division, Erf 133373, measuring 121 square metres, held by the Execution Debtor under Deed of Transfer T47279/1995 dated 29 June 1995, popularly known as 59 Argyle Street, Woodstock.

The property consists of one brick building with tiled roof, consisting of two bedrooms, kitchen, lounge, bathroom/toilet combination, passage, stoep and courtyard.

The property will be sold to the highest bidder, voetstoots and without warranty of possession the price being payable either in cash on sale or as to ten per cent (10%) of the price in cash on sale and the balance against transfer plus interest on any unpaid balance at the rate of 19,5% (nineteen comma five per cent) per month from the date of sale, such balance to be secured by an approved guarantee for payment thereof within six (6) days of sale.

The buyer shall (a) pay: Auctioneers charges, costs of advertising and all other costs, charges and arrear rates if any, necessary to enable transfer to be given; (b) insure the property against damage by fire; (c) be liable on cancellation in case of default for damages including wasted costs.

The full conditions of sale will be announced at the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court.

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, 16th Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M2434.)

Saak No. 6251/96

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen G P VAN RHYN MINNAAR & KIE., Eiser, en LIEZE MARLENE MAIN, Identiteitsnommer 6910160019083, Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 26 September 1996 sal die onverdeelde een-derde aandeel in ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 16 Januarie 1997 om 11:00, voor die Landdroskantoor, Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 15927, in die munisipaliteit van Uitenhage, en afdeling van Uitenhage, groot 1 045 (eenduisend vyf-en-veertig) vierkante meter, gehou kragtens Transportakte T8178/1996, geleë te Brocketstraat 8, Uitenhage.

Verbeterings: 'n Onverdeelde een-derde aandeel in 'n gedeeltelike voltooide woonhuis met gebruiklike buitegeboue alhoewel geen waarborg in verband daarmee gegee word nie.

Terme van voorwaardes:

10% (tien persent) van die koopprys sal betaalbaar wees tydens die verkoping plus indien die Balju as afslaer optree, sal die koper kommissie van 5% (vyf persent) op die eerste R30 000 van die opbrengs van die verkoping en 3% (drie persent) op die balans daarvan onderhewig aan 'n maksimum kommissie van R7 000 in totaal en 'n minimum van R260 aan die Balju betaal tydens die verkoping en vir die balans moet 'n aanneembare bank of bouverenigingwaarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

Voorwaardes van verkoping:

Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, Bairdstraat 4, Uitenhage.

Gedateer te Uitenhage op die 15de dag van November 1996.

G. P. van Rhyn, Minnaar & Kie., Eerste Verdieping, Rhymingebou, Republiek Plein, Uitenhage. (Verw. C. T. A. Minnaar/ yg/BV0189.)

**Case No. 8902/96
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 STEVEN BOTMA, 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 16 Karee Street, Vredendal, on Friday, 7 February 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, Vrede, Voortrekker Road, Vredendal:

Erf 1245, Vredendal, in the Municipality of Vredendal, Division of Vanrhynsdorp, in extent 776 square metres, and situated at 16 Karee Street, Vredendal.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 230 square metre main dwelling consisting of an entrance hall, lounge, dining-room, kitchen, three bedrooms, water closet, water closet, shower, bathroom with water closet and shower, and a braai room.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

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

Dated at Cape Town this 15th day of November 1996.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront (P.O. Box 67), Docex 87, Cape Town. (Tel. 419-5414.) (Ref. W. D. Inglis/cs/S2457/5685.)

Saak No. 120/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HARTSWATER GEHOU TE JAN KEMPDORP

In die saak tussen BP S.A. PTY LTD, Eiser, en LOUWRENES MARTHINUS VAN DYCK, handeldrywende as VAN DYCKS VERVOER, Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof op 27 September 1996, en 'n lasbrief vir eksekusie daarkragtens uitgereik, sal die volgende eiendom in eksekusie verkoop word op Saterdag, 11 Januarie 1997 om 10:00, voor die Landdroskantoor, Jan Kempdorp, aan die hoogste bieder:

Sekery Erf 18, Jan Kemp, geleë in die munisipaliteit Jan Kempdorp, afdeling Vryburg, groot eenduisend agthonderd nege-en-negentig (1 899) vierkante meter, gehou kragtens Akte van Transport T1657/92.

Verbeterings: 'n Woonhuis met buitgeboue is op die eiendom opgerig, alhoewel geen waarborg in verband daarmee gegee word nie.

Terme en voorwaardes: Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping plus 5% (vyf persent) Balju-/afslaerskoste tot 'n bedrag van R30 000 en daarna 3% (drie persent) tot 'n maksimum van R7 000 (sewe-uisend rand) asook BTW en vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju/afslaer voorsien word binne 30 (dertig) dae vanaf datum van verkoping.

Voorwaardes van verkoping: Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju van die Landdroshof, Jan Kempdorp.

Gedateer te Jan Kempdorp op hierdie 22ste dag van November 1996.

Daan Van Romburgh & Kie., Eiser se Prokureur, Grensstraat, Jan Kempdorp. [Tel. (0533) 6-1156/7.]

Vir meer besonderhede, skakel die Balju/afslaer: J. F. Froneman, Jan Kempdorp. [Tel. (0533) 6-1868.]

Case No. 10369/95

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

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and A. TITUS, Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River and a writ of execution dated 12 December 1995, the undermentioned property will be sold voetstoots and without reserve in execution by public auction on Wednesday, 18 December 1996 at 10:00, on site being 5 Jane Street, Blackheath, to the highest bidder:

Property: Erf 464, Gaylee, in the area of the Transitional Metropolitan Substructure of Melton Rose/Blue Downs, Division of Stellenbosch, Western Cape Province, in extent 744 (seven hundred and forty-four) square metres, held by Deed of Transfer T41007/1976.

Description: Single garage, three bedrooms, lounge, kitchen, bathroom and toilet.

Physical address: 5 Jane Street, Blackheath.

Conditions of sale:

(1) The property will be sold in execution without reserve and voetstoots to the highest bidder by public auction and subject to the provisions and conditions of the Magistrates' Courts Act, No. 32 of 1994, as amended, and the rules applicable thereto and also the servitudes and conditions attaching to the property contained in the relevant title deeds.

(2) **Terms:** The purchase price shall be paid as to the ten per cent (10%) thereof in cash upon signature of the conditions of sale, or otherwise as the auctioneer or Sheriff of the Court may arrange, and the unpaid balance together with interest thereon at the rate of 23,5% (twenty three comma five per cent) per annum to date of registration of transfer, which amount is to be secured by approved banker's or building society guarantee to be delivered within 14 (fourteen) days of the sale.

(3) **Conditions:** The full conditions of sale which will be read out by the auctioneer or the Sheriff of the Court, immediately prior to the sale, may be inspected at the offices of the Sheriff of the Court, Kuils River.

Dated at Cape Town this 18th day of November 1996.

Miller Gruss Katz & Traub, Attorneys for Plaintiff, 25th Floor, Trust Bank Centre, Heerengracht, Cape Town. (Tel. 419-7990.) (Ref. APS/LM/31265.) C/o Marais Muller, 66 Van Riebeeck Street, Kuils River.

Case No. 20607/95

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

In the matter between SOUTHERN CONFERENCE OF SEVENTH DAY ADVENTISTS, Plaintiff, and LESLEY MZUKISI BUCWA, Defendant

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth dated 2 October 1995, and an attachment in execution dated 21 May 1996, the following property will be sold in execution, without reserve, to the highest bidder on Friday, 10 January 1997 at 14:15, at the front entrance of the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 18, Amsterdamhoek, in the Municipality and Division of Port Elizabeth, Province of Eastern Cape, in extent 937 (nine hundred and thirty seven) square metres, situated at 66 Hillcrest Drive, Bluewater Bay, Port Elizabeth, Held under Deed of Transfer T71027/1995.

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

A dwelling-house with plastered brick walls and tiled roof, consisting of lounge, family room, dining-room, three bedrooms, bathroom with separate w.c., kitchen and scullery, laundry, servants' quarters with w.c., pool room, swimming-pool.

A substantial building society bond can be arranged for an approved purchaser.

The full conditions of sale may be inspected prior to the date of sale at the offices of the Sheriff for the Magistrate's Court, Port Elizabeth North, 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 5% (five per cent) on first R20 000 and 3% (three per cent) on the balance, are also payable on date of sale.

Dated at Port Elizabeth on this 20th day of November 1996.

Burman Katz, Plaintiff's attorneys, Park Chambers, 102 Park Drive, Port Elizabeth. (Ref. D van Vollenhoven/clm)

Case No. 3865/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMTATA

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and
MICHAEL TEMBEKILE NDIKE, Judgment Debtor**

The property known as:

Certain piece of land being Erf 8851, Umtata, in Umtata Township Extension 35, situated in the Municipality and District of Umtata, measuring 375 (three hundred and seventy five) square metres,
shall be sold to the highest bidder by the Messenger of Court, Umtata on 18 December 1996 at 10:00.

The special conditions of the sale may be inspected at the offices of the Messenger of Court.
Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 2191/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMTATA

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and
WELILE SHASHA, Judgment Debtor**

The property known as:

Certain piece of land situated in the Municipality and District of Umtata, being Erf 11789, Umtata, in Umtata Township Extension 37, measuring 895 (eight nine five) square metres.

shall be sold to the highest bidder by the Messenger of Court, Umtata, on Tuesday, 18 December 1996, at 11:30.

The special conditions of the sale may be inspected at the offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 2191/96

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and
WELILE SHASHA, Judgment Debtor**

The property known as—

certain piece of land situated in the Municipality and District of Umtata, being Erf 11789, Umtata, in Umtata, Township Extension 37, measuring eight nine five (895) square metres,

shall be sold to the highest bidder by the Messenger of Court, Umtata, on Tuesday, 18 December 1996 at 11:30.

The special conditions of the sale may be inspected at the offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 2109/95

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and
OSMOND NTSHANGASE KENTANE, Judgment Debtor**

The property known as—

certain piece of land being Erf 5511, Butterworth Township Extension 15, situated in the Municipality of Butterworth, District of Gcuwa, measuring six hundred and sixty-nine (669) square metres,

shall be sold to the highest bidder by the Messenger of Court, Butterworth, on Thursday, 19 December 1996 at 10:00.

The special conditions of the sale may be inspected at the offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 2109/95

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and
OSMOND NTSHANGASE KENTANE, Judgment Debtor**

The property known as—

certain piece of land being Erf 5511, Butterworth Township Extension 15, situated in the Municipality of Butterworth, district of Gcuwa, measuring six hundred and sixty-nine (669) square metres,

shall be sold to the highest bidder by the Messenger of Court, Butterworth, on Thursday, 19 December 1996 at 10:00.

The special conditions of the sale may be inspected at the offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 1275/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMTATA

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and
DOREEN THOKOZILE QONGQO, Judgment Debtor**

The property known as—

certain piece of land situated in the Municipality of Cala, District of Xalanga, being Erf 235, Cala, measuring 1 983 (one nine eight three) square metres,

shall be sold to the highest bidder by the Messenger of Court, Cala, on Friday, 20 December 1996.

The special conditions of the sale may be inspected at the offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 4552/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMTATA

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and
BEATRICE NOMZEKELO SONGELWA, Judgment Debtor**

The property known as—

certain piece of land being Erf 8514, Umtata, in Umtata Township Extension 34, situated in the Municipality and District of Umtata, measuring 888 (eight hundred and eighty-eight) square metres,

shall be sold to the highest bidder by the Messenger of Court, Umtata, on Tuesday, 18 December 1996 at 11:00.

The special conditions of the sale may be inspected at the offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 4552/94

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

In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and BEATRICE NOMZEKELO SONGELWA, Judgment Debtor

The property known as—

certain piece of land being Erf 8514, Umtata, in Umtata Township Extension 34, situated in the Municipality and District of Umtata, measuring 888 (eight hundred and eighty-eight) square metres,

shall be sold to the highest bidder by the Messenger of Court, Umtata on Tuesday, 18 December 1996 at 11:00.

The special conditions of the sale may be inspected at the Offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 1994/96

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

In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and REUBEN MDUBANI MXABA, Judgment Debtor

The property known as—

certain piece of land being Erf 4098, in Umtata Township Extension 20, situated in the Municipality and District of Umtata, measuring 375 (three hundred and seventy-five) square metres,

shall be sold to the highest bidder by the Messenger of Court, Umtata, on Tuesday, 17 December 1996 at 12:00.

The special conditions of the sale may be inspected at the Offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 1994/96

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

In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and REUBEN MDUBANI MXABA, Judgment Debtor

The property known as—

certain piece of land being Erf 4098, in Umtata Township Extension 20, situated in the Municipality and District of Umtata, measuring 375 (three hundred and seventy-five) square metres,

shall be sold to the highest bidder by the Messenger of Court, Umtata, on Tuesday, 17 December 1996 at 12:00.

The special conditions of the sale may be inspected at the Offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 4571/95

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

In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and PUMLA LWANA, Judgment Debtor

The property known as —

certain piece of land being Erf 3725, Umtata, in Umtata Township Extension 20, situated in the Municipality and District of Umtata, measuring 375 (three hundred and seventy-five) square metres,

shall be sold to the highest bidder by the Messenger of the Court, on 17 December 1996 at 11:30.

The special conditions of the sale may be inspected at the Offices of the Messenger of the Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 4571/95

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and PUMLA LWANA,
Judgment Debtor**

The property known as —

certain piece of land being Erf 3725, Umtata, in Umtata Township Extension 20, situated in the Municipality and District of Umtata, measuring 375 (three hundred and seventy-five) square metres,

shall be sold to the highest bidder by the Messenger of the Court, on 17 December 1996 at 11:30.

The special conditions of the sale may be inspected at the Offices of the Messenger of the Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 1858/96

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and NERNARD MAURICE
VUYANI MAWETHU NTSHONGWANA, Judgment Debtor**

The property known as —

certain piece of land being Erf 8086, Umtata, in Umtata Township Extension 29, situated in the Municipality and District of Umtata, measuring 1 040 (one thousand and fourty) square metres,

shall be sold to the highest bidder by the Messenger of Court, Umtata, on Tuesday, 17 December 1996 at 10:30.

The special conditions of the sale may be inspected at the Offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 1858/96

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and NERNARD MAURICE
VUYANI MAWETHU NTSHONGWANA, Judgment Debtor**

The property known as—

certain piece of land being Erf 8086, Umtata, in Umtata Township Extension 29, situated in the Municipality and District of Umtata, measuring 1 040 (one thousand and fourty) square metres,

shall be sold to the highest bidder by the Messenger of Court, Umtata, on Tuesday, 17 December 1996 at 10:30.

The special conditions of the sale may be inspected at the Offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 7801/96

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and VUYELWA VALENCIA
NOGQILI LUPONDWANA, Judgment Debtor**

The property known as—

certain piece of land situated in the Municipality and District of Umtata, being Erf 6489, Umtata, in Umtata Township Extension 10, measuring 950 (nine hundred and fifty) square metres,

shall be sold to the highest bidder by the Messenger of Court, Umtata, on Tuesday, 17 December 1996 at 11:00.

The special conditions of the sale may be inspected at the Offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 7801/96

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and VUYELWA VALENCIA
NOGQILI LUPONDWANA, Judgment Debtor**

The property known as—

certain piece of land situated in the Municipality and District of Umtata, being Erf 6489, Umtata, in Umtata Township Extension 10, measuring 950 (nine hundred and fifty) square metres,

shall be sold to the highest bidder by the Messenger of Court, Umtata, on Tuesday, 17 December 1996 at 11:00.

The special conditions of the sale may be inspected at the Offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 588/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMTATA

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and
MADODA PUMELELE MADIKIZA, Judgment Debtor**

The property known as—

certain piece of land being Erf 14, Ngqeleni, situated in the Municipality and District of Ngqeleni, measuring 2 976 (two nine seven six) square metres,

shall be sold to the highest bidder by the Messenger of Court, Ngqeleni, on 23 December 1996 at 10:00.

The special conditions of the sale may be inspected at the offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 588/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMTATA

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and
MADODA PUMELELE MADIKIZA, Judgment Debtor**

The property known as—

certain piece of land being Erf 14, Ngqeleni, situated in the Municipality and District of Ngqeleni, measuring 2 976 (two nine seven six) square metres,

shall be sold to the highest bidder by the Messenger of Court, Ngqeleni, on 23 December 1996 at 10:00.

The special conditions of the sale may be inspected at the offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 2387/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMTATA

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and
NELISA MARJORIE NTABA, Judgment Debtor**

The property known as—

certain piece of distinguished land at Extension 15 Vulivalley, being Erf 5566, situated in the Municipality of Butterworth in the District of Gcuwa, measuring 660 (six hundred and sixty) square metres,

shall be sold to the highest bidder by the Messenger of Court, Butterworth, on Thursday, 19 December 1996 at 10:30.

The special conditions of the sale may be inspected at the offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 2387/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMTATA HELD AT UMTATA
**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and
NELISA MARJORIE NTABA, Judgment Debtor**

The property known as—

certain piece of distinguished land at Extension 15, Vulivalley, being Erf 5566, situated in the Municipality of Butterworth, in the District of Gcuwa, measuring six hundred and sixty (660) square metres,

shall be sold to the highest bidder by the Messenger of Court, Butterworth, on Thursday, 19 December 1996 at 10:30.

The special conditions of the sale may be inspected at the offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 2801/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMTATA HELD AT UMTATA
**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and
NOMHLE MADALA, Judgment Debtor**

The property known as—

certain piece of land being Erf 4392, in Umtata Township 14, situated in the Municipality and District of Umtata, measuring six hundred and fifty-one (651) square metres,

shall be sold to the highest bidder by the Messenger of Court, Umtata, on Tuesday, 18 December 1996 at 10:30.

The special conditions of the sale may be inspected at the offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 3865/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMTATA HELD AT UMTATA
**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and
MICHAEL TEMBEKILE NDIKE, Judgment Debtor**

The property known as—

certain piece of land being Erf 8851, Umtata, in Umtata Township Extension 35, situated in the Municipality and District of Umtata, measuring 375 (three hundred and seventy-five) square metres,

shall be sold to the highest bidder by the Messenger of Court, Umtata, on 18 December 1996 at 10:00.

The special conditions of the sale may be inspected at the offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 2590/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMTATA HELD AT UMTATA
**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and
TEMBA JACOB MOFOKENG, Judgment Debtor**

The property known as—

certain piece of land being Erf 434, Tsolo, in Tsolo Township Extension 2, situated in the Municipality and District of Tsolo, measuring 824 (eight hundred and twenty-four) square metres,

shall be sold to the highest bidder by the Messenger of Court, Tsolo, on Thursday, 19 December 1996 at 10:00.

The special conditions of the sale may be inspected at the offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 2590/94

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and
TEMBA JACOB MOFOKENG, Judgment Debtor**

The property known as—

certain piece of land being Erf 434, Tsolo, in Tsolo Township Extension 2, situated in the Municipality and District of Tsolo, measuring 824 (eight hundred and twenty-four) square metres,

shall be sold to the highest bidder by the Messenger of Court, Tsolo, on Thursday, 19 December 1996 at 10:00.

The special conditions of the sale may be inspected at the offices of the Messenger of Court.

Chris Bodlani, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 6146/96

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

**In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and
MTYHILELI SHILLING NKANJENI, Judgment Debtor**

The property known as—

certain piece of land being Erf 8919, Umtata Township Extension 35, situated in the Municipality and District of Umtata, measuring four one four (414) square metres,

shall be sold to the highest bidder by the Messenger of Court Umtata on Tuesday 17 December 1996 at 10:00.

The special conditions of the sale may be inspected at the offices of the Messenger of Court.

Chris Bodlahi, Attorneys for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 905/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Transkei Division)

**In the matter between TRANSKEI DEVELOPMENT CORPORATION LIMITED, Plaintiff, and
GORDON ZITA LUHABE, Defendant**

The property known as—

certain piece of land being Erf 79, situated at Libode Township, in the District of Libode, measuring two thousand nine hundred and eighty-four (2 984) square metres,

shall be sold to the highest bidder by the Deputy Sheriff on Friday, 13 December 1996 at 11:00, in front of the Deputy Sheriff's premises.

The special conditions of sale may be inspected at the offices of the Deputy Sheriff, Libode.

Dated at Umtata this 13th day of November 1996.

Z. M. Nhlangulela & Associates, Plaintiff's Attorneys, Sixth Floor, Development House, York Road, Umtata.

Case No. 905/95

IN THE SUPREME COURT OF SOUTH AFRICA
(Transkei Division)

**In the matter between TRANSKEI DEVELOPMENT CORPORATION LIMITED, Plaintiff, and
GORDON ZITA LUHABE, Defendant**

The property known as certain piece of land being Erf 79, situated at Libode Township, in the District of Libode, measuring two thousand nine hundred and eighty-four (2 984) square metres, shall be sold to the highest bidder by the Deputy Sheriff on Friday, 13 December 1996 at 10:00, in front of the Deputy Sheriff's premises.

The special conditions of sale may be inspected at the offices of the Deputy Sheriff, Libode.

Dated at Umtata this 13th day of November 1996.

Z. M. Nhlangulela & Associates, Plaintiff's Attorneys, Sixth Floor, Development House, York Road, Umtata.

Saak No. 8/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VENTERSDORP GEHOU TE VENTERSDORP

In die saak tussen EERSTE NASIONALE BANK BEPERK, Eiser, en GABRIËL ERNST YSSEL, Verweerder

Kragtens 'n vonnis van bogemelde Agbare Hof op 15 Mei 1996 en daaropvolgende lasbrief vir eksekusie, sal die ondergemelde eiendom op 7 Januarie 1997 om 10:00, waar die eiendom geleë is, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Beskrywing: Erf 523, Hoekwil, in die gebied van die Plaaslike Raad van Hoekwil, afdeling George, groot 3,0284 (drie komma nul twee agt vier) hektaar, gehou kragtens Akte van Transport T3329/94, onderhewig aan die voorwaardes soos uiteengesit in gemelde transportakte.

Verbeterings: Die eiendom bestaan uit 'n kaal erf sonder enige verbeterings.

Voorwaardes: Volledige verkoopvoorwaardes wat onmiddellik voor die veiling uitgelees sal word lê by die kantoor van die Balju van die Landdroshof te George, ter insae en is die belangrikste bepalings daarvan as volg:

(a) 10% (tien persent) van die koopprys asook afslaerskoste by die verkoping in kontant, of by wyse van 'n bankgewaarborgde tjek en die balans plus rente teen 19% (negentien persent) per jaar moet betaal of gewaarborg word met 'n goedgekeurde bank-, bougenootskap- of ander aanvaarde waarborg, wat binne veertien (14) dae na datum van verkoping aan die Balju voorsien moet word.

(b) Die koper sal aanspreeklik wees om onmiddellik na die bod op hom toegeslaan is, die verkoopvoorwaardes te onderteken.

(c) Die koper sal aanspreeklik wees vir hereregte, transportkoste en agterstallige munisipale belastinge en heffings, indien enige, asook ander uitgawes wat nodig is om transport te laat geskied.

Geteken te Ventersdorp op hierdie 22ste dag van November 1996.

Thinus van der Mescht, Prokureur vir Eiser, Ysselweg 55 (Posbus 82), Ventersdorp, 2710. (Verw. Van der Mescht/Y 6.)

Case No. 1948/96

IN THE SUPREME COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and JOHANNES MATTHYS COETZEE, Defendant

In pursuance of a judgment dated 23 September 1996 and an attachment, the following immovable property will be sold at 37 Church Street, Humansdorp, by public auction on Friday, 20 December 1996 at 11:00:

Erf 1493, Jeffreys Bay, in the area of the Jeffreys Bay Transitional Council, Division of Humansdorp, Province of Eastern Cape, in extent six hundred (600) square metres, situated at 23 Mike Herold Street, Jeffreys Bay.

While nothing is guaranteed, it is understood that the property is improved by a residence and outbuildings. A substantial bond is available to an approved purchaser. The conditions of sale may be inspected at the Sheriff's Office, 37 Church Street, Humansdorp.

Terms: 10% (ten per cent) on date of sale, the balance including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [5% (five per cent) on the first R20 000 and thereafter 3% (three per cent) to a maximum of R6 000, with a minimum of R200 plus VAT] are also payable on date of sale.

Dated at St Francis Bay on this 27th day of November 1996.

Peter Cooper & Co., Plaintiff's Attorney, St Francis Drive, St Francis Bay. [Tel. (0423) 94-0315.] (Ref. P. G. L. Cooper.)

NATAL

Case No. 028361/95

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

In the matter between PIETERMARITZBURG-MSUNDUZI TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and MINNESH SANJITH SINGH, First Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Pietermaritzburg, dated 14 February 1996, the following immovable property will be sold in execution on 10 January 1997 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Sub. 160 (of 151) of the Farm Ockertsraal 1336, situated in the Pietermaritzburg-Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 064 square metres known and represented as 4 Balsam Place, Cleland, Pietermaritzburg.

Improvements: Dwelling is constructed of brick under tile roof and consists of lounge, dining-room, kitchen, three bedrooms, bath/w.c., shower/w.c. en suite, existing w.c. and carport. Outbuildings consist of a swimming-pool.

Material conditions of sale: The purchaser shall pay ten per centum (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, 277 Berg Street, 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 the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal.

Dated at Pietermaritzburg this 25th day of October 1996.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case No. 50460/92

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

**In the matter between UNITED BANK, a division of ABSA BANK LIMITED, Plaintiff, and
GOONASEELAN PADAYACHEE, Defendant**

In pursuance of a judgment granted on 10 November 1992 in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Monday, 13 January 1997 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Description: A certain piece of immovable property being Lot 1018, Castlehill, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent five hundred and eighty (580) square metres, postal address: 185 Castle Hill Drive, Castle Hill, Newlands West.

Improvements: Brick under tile dwelling consisting of three bedrooms (carpeted), lounge (tiled), dining-room (tiled), kitchen (tiled, b.i.c., hob, eye level oven, breakfast nook), toilet (tiled), bathroom (tiled), iron gates, barbed wire, precast fencing and burglar guards.

Town-planning: Zoning: Residential. Special privileges: Nil. Nothing is guaranteed in these respects.

Material conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

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

Browne, Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001. (Ref. JMG/A0037/73/CM.)

Case No. 616/96

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and
JEREMIAH MBONGENI MOYO, Execution Debtor**

In pursuance of a judgment granted on 26 January 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, 143 Salmon Grove, Durban:

Description: A unit consisting of:

- (a) Section 15 as shown and more fully described on Sectional Plan SS145/86, in the scheme known as Arnleigh in respect of land and building or buildings situated at Durban of which the floor area, according to the said sectional plan, is 60 (sixty) 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 ST95/07774.

Street address: Flat 112, Arnleigh, Victoria Embankment, Durban.

Improvements: An attached bachelor flat, fully serviced consisting of bedroom and bathroom.

Zoning: Special residential (nothing guaranteed).

The sale shall be for rands and no bids of less than one hundred rand (R100) shall be accepted.

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

1. The purchaser shall pay a deposit of ten per centum (10%) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days after the sale.

2. The purchaser shall be liable for interest at the rate of 19% (nineteen per centum) per annum to the bondholder, Nedcor Bank Limited (formerly Nedperm 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, Second Floor, Stafmeyer House, Beach Grove, Durban. (Tel. 305-8444.)

Dated at Durban this 6th 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 G. A. Pentecost.)

Case No. 5659/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and
SITHEMBISO RODGERS MAPHUMULO, Defendant**

In terms of a judgment of the above Honourable Court dated 30 September 1996 a sale in execution will be held on 20 December 1996 at 12:00 at main entrance of Magistrate's Court, Umlazi (near National Flag Post), to the highest bidder without reserve:

Site 1513, Umlazi—N, situated in the Township of Umlazi in the District of Umlazi in extent 849 (eight hundred and forty-nine) square metres, held under Certificate of Right of Leasehold G003007/92, registered at Ulundi on 22 June 1992.

Physical address: N1513, Umlazi.

The following information is furnished but not guaranteed.

Improvements: Vacant land (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Supreme Court at Umlazi.

Dated at Durban this 7th day of November 1996.

D. H. Botha, for Strauss Daly Inc. Attorneys, First Floor, 21 Aliwal Street, Durban. (Ref. Mrs D. Varty/N0183/238/mb.)

Case No. 5751/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CYRIL STANLEY MANDE, First Defendant,
and ZANELE GERASIAH MANDE, Second Defendant**

In terms of a judgment of the above Honourable Court dated 7 October 1996 a sale in execution will be held on 20 December 1996 at 12:00 at the main entrance of Magistrate's Court, Umlazi (near National Flag Post) to the highest bidder without reserve:

Ownership Unit G263 in the Township of Umlazi, in extent of 362,1 (three six two comma one) square metres, represented and described on General Plan B.A.7/1967, held under Deed of Grant No. 3577/91 issued at Pretoria signed on 18 September 1978.

Physical address: G263, Umlazi.

The following information is furnished but not guaranteed: A single storey brick/asbestos dwelling consisting of two bedrooms, lounge/dining-room, kitchen, bathroom, water and light facilities (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Supreme Court at Umlazi.

Dated at Durban this 6th day of November 1996.

D. H. Botha, for Strauss Daly Inc. Attorneys, 21 Aliwal Street, First Floor, Durban. (Ref. Mrs Varty/N0183/241/MM.)

Case No. 5994/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LTD, Plaintiff, and
VICTOR NGUBANE, Defendant**

1. 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 Magistrates Court, Magistrates Court Building, Chancery Lane, Pinetown, to the highest bidder without reserve: Ownership Unit 5993, situated at Kwa-Ndengezi — A Township in the District of Durban in extent 635 (six hundred and thirty-five) square metres, held under Deed of Grant G3694/86, and having street address at A5993, Kwa-Ndengezi, Durban, KwaZulu-Natal.

2. *Improvements and zoning* (which are not warranted to be correct):

2.1 The property is zoned for residential use.

2.2 The following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots).

2.2.1 a single storey brick under tile dwelling comprising lounge, kitchen, three bedrooms, bathroom and separate w.c. with established garden, precast fencing and security gates.

Terms:

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist.

3.2 The successful bidder is required to pay the deposit of 10% (ten per centum) of the price, plus the Sheriff's charges, being 5% (five per centum) on the first R30 000 (thirty thousand rand) of the price and 3% (three per centum) on the balance, with a maximum of R7 000 (seven thousand rand), plus VAT payable thereon, in cash or by bank or bank-guaranteed cheque on conclusion of the sale.

3.3 The full conditions of sale may be inspected at the office of the Sheriff, 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 31st day of October 1996.

J. M. Kock, for John Kock & Company, Plaintiff's Attorneys, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.2170/D11.)

Case No. 459/96

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

In the matter between NBS BANK LIMITED, Judgment Creditor, and RAMESH SINANIN, Judgment Debtor

In pursuance of a judgment granted by the above Honourable Court dated 9 September 1996, the following immovable property will be sold in execution on 20 December 1996 at 10:00, at 12 Campbell Road, Howick, to the highest bidder:

Lot 1586, Howick (Extension 27), situated in the Howick Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 826 (one thousand eight hundred and twenty-six) square metres.

The following information is furnished regarding the property but is not guaranteed: Lounge, dining-room, kitchen, three bedrooms, two bathrooms, showers and two w.c.'s. The property is situated at 75 Valley View Road, Howick, 3209.

Material conditions of sale: The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance shall be paid and secured by a bank or building society guarantee approved by the Execution Creditors Attorneys, to be furnished to the Sheriff within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the offices of the Sheriff, 12 Campbell Road, Howick, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

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

M. E. Cajee, for Cajee & Associates, Judgment Creditor's Attorneys, 360 Loop Steet, Pietermaritzburg. (Ref. mr. Hiralal/Pearl.)

Case No. 5658/96

IN THE SUPREME COURT OF SOUTH AFRICA
(Durban and Coast Local Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and MPHUMELELI VINCENT MTHEMBU, Defendant

In terms of a judgment of the above Honourable Court dated 3 October 1996, a sale in execution will be held on 20 December 1996 at 10:00, at the main east entrance to the Magistrate's Court, Umbumbulu, to the highest bidder without reserve:

Ownership Unit A2784, Kwamakhutha, situated in the Township of Kwamakhutha, District of Umbumbulu, in extent 950 (nine hundred and fifty) square metres, held under Deed of Grant G6264/89, signed at Ulundi on 22 November 1989:

Physical address: A2784, Kwamakhutha.

The following information is furnished but not guaranteed: Single storey brick and asbestos dwelling (70 m²) comprising three bedrooms, dining-room, kitchen, bathroom with bath and toilet. Water supply, sanitation and electricity: Local Authority (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Supreme Court at Umbumbulu.

Dated at Durban this 22nd day of November 1996.

D. H. Botha, Strauss Daly Inc., Attorneys, 21 Aliwal Street, First Floor. (Ref. Mrs Jarrett/S0026/229/MM.)

Case No. 956/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

In the matter between NBS BANK LIMITED, Execution Creditor, and LESLIE JOHN WALTER PROCKTER, First Execution Debtor, and JUNE CAMERON PROCKTER, Second Execution Debtor

In terms of a judgment granted in the above action the immovable property listed hereunder will be sold in execution without reserve to the highest bidder on 20 December 1996 at 10:00, at the front courtyard of Summersands, Marine Terrace, Scottburgh:

Consisting of Section 50, as shown and more fully described on Sectional Plan SS11/1986, in the scheme known as Mtunzi Park, in respect of the land and building or buildings situated at Scottburgh, in the Borough of Scottburgh of which the floor area, according to the said sectional plan is 86 (eighty-six) square metres in extent and held under Deed of Transfer ST8369/92 and known as 52 Mtunzi Park, Bermuda Way, Scottbutgh; 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: Simplex flat combined lounge, dining-room, kitchen, two bedrooms, bathroom, shower and toilet.

Nothing is guaranteed in the above respect.

The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash or by a bank-guaranteed cheque at the time of sale, and the balance against transfer to be secured by a bank or building society guarantee to be approved by the execution creditor's attorneys to be furnished to the Messenger of the Court within 14 (fourteen) days after the sale. Transfer shall be effected by the attorneys of the plaintiff and the purchaser shall pay all transfer costs, including transfer duty, current and any arrear rates, and other necessary changes to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at Sheriff of Durban South, St George's Street, Durban, and the office of Plaintiff's attorneys, 16th Floor, Nedbank Centre, Durban Club Place, Durban.

Barkers, Plaintiff's Attorneys.

Case No. 58/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALFRED HELD AT HARDING

In the matter between MAZOMBE NZIMANDE, Execution Creditor, and MATHIAS NZIMANDE, Execution Debtor

In pursuance of a judgment in the Magistrate's Court, Harding, dated 5 November 1991 the following immovable property will be sold in execution on 17 December 1996 at 10:00, at the Magistrate's Court, Harding, to the highest bidder:

Property description:

Subdivision 1 of the Highlands 3, 10803 situated in the Country of Alfred, Province of Natal, in extent 68,0327 (sixty eight comma nought three two seven) hectares, held under Deed of Transfer T18973/1971.

Material conditions of sale:

The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee, approved by the Execution Creditors attorneys, to be furnished to the Sheriff of the Magistrate's Court, Harding, within fourteen (14) days of the date of the said sale.

The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, Harding, Murchison Street, Harding.

Dated at Harding on this 4th day of November 1996.

Arvin Chaitram Attorney, Attorney for Execution Creditor, Murchison Street, Harding. [Tel. (039) 433-1835/6.] [Fax (039) 443-1838.] (Ref. AC/JC/N75.)

Case No. 79199/95

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

In the matter between L SUZMAN DISTRIBUTORS (PTY) LIMITED, Plaintiff, and THANASAGAREE NAIDOO, trading as CHURCH HILL SUPERETTE, Defendant

In pursuance of a judgment granted on 24 June 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 17 January 1997 at 10:00, in front of the Magistrate's Court, Moss Street, Verulam:

Description: Lot 420, Shastri Park, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 338 square metres.

Postal address: 57 Cobblepark Road, Shastri Park, Phoenix.

Improvements: Block under asbestos semi-detached dwelling consisting of two bedrooms, lounge, kitchen, toilet, bathroom, water and lights.

Zoning: Residential.

Nothing is guaranteed in respect thereof.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 33 of 1944, as amended, and the rules made thereunder.

2. The sale shall be for rands and no bids of less than R100 (one hundred rand) shall be accepted.

3. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within twenty-one (21) days after the sale.

4. The purchaser shall be liable for interest to the Execution Creditor and bondholder, 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.

5. 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.

6. The property and the improvements thereon are sold voetstoots and without any warranties.

7. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Moss Street, Verulam.

Dated at Durban this 25th day of November 1996.

Beall Chaplin & Hathorn, Plaintiff's Attorneys, Seventh Floor, 397 Smith Street, Durban. (Ref. Mr A. T. Chaplin/pr/06/s028/273.)

ORANGE FREE STATE ORANJE-VRYSTAAT

Saak No. 1255/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

In die saak tussen FIDELITY BANK BEPERK, Eksekusieskuldeiser, en GIDEON HERMANUS BOUWER, Eerste Eksekusieskuldenaar, en HESTER PETRONELLA BOUWER, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Odendaalsrus en 'n lasbrief vir eksekusie gedateer 29 Mei 1995, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 10 Januarie 1997 om 10:00, voor die Landdroshof, Odendaalsrus:

Sekere Erf 2023, geleë in die dorp Odendaalsrus-Uitbreiding 4, distrik Odendaalsrus, ook bekend as Gerberalaan 8, Odendaalsrus, groot 952 vierkante meter, gehou kragtens Akte van Transport T2128/1990.

Verbeterings: Drieslaapkamerwoonhuis met sitkamer, eetkamer, badkamer, kombuis en bediendekamer.

Die eiendom is gesoneer vir woondoeleindes.

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 17,45% (sewentien komma vier 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, Odendaalsrus nagesien word.

Geteken te Odendaalsrus op hede die 13de dag van November 1996.

G. Maree, vir Van der Watt Maree & Jordaan, Van der Wattgebou, Kerkstraat 52, Odendaalsrus.

Case No. 2506/96
PH 416

IN THE SUPREME COURT OF SOUTH AFRICA (Orange Free State Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and COMBRINK, CORNELIUS JOHANNES JACOBUS, First Defendant, and COMBRINK, ELIZABETH CATHARINA, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Orange Free State Provincial Division) in this suit, a sale without reserve will be held at the Office of the Sheriff, Sasolburg, at Room 19, Trust Bank Building, Fichardt Street, Sasolburg, on 17 January 1997 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain: Erf 1099, Sasolburg Extension 1, Province of the Orange Free State, held under Deed of Transfer T15196/95, situation 14 Vegkop Street, Sasolburg Extension 1, area 1 498 square metres.

Improvements (not guaranteed): Three bedrooms, bathroom, kitchen, lounge, dining-room and family room.

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% to a maximum fee of R7 000 and a minimum of R260.

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

Biccardi, Banchetti, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road, Houghton Estate; P.O. Box 92441, Norwood, 2117. (Tel. 880-9002/3/4.) (Ref. A. Bollo/sf/P249.)

Saak No. 24783/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen M. J. CASTOR, Eiser, en A. SEBE, Verweerder

Ten uitvoerlegging van 'n vonnis van die Landdros, Bloemfontein, gedateer 10 Julie 1996 sal die ondervermelde onroerende eiendom op Vrydag, 17 Januarie 1997 om 10:00 te Peetlaan-ingang tot die Landdroshof, Bloemfontein, deur die Balju van die Landdroshof, Bloemfontein-Oos, verkoop word, naamlik:

Erf 0035190, Mangaung, distrik Bloemfontein, provinsie Vrystaat, beter bekend as 35190 Freedom Square, Mangaung, Bloemfontein, groot 298 (tweehonderd agt-en-negentig) vierkante meter.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Bloemfontein-Oos, Barnesstraat 5, Bloemfontein, asook te die kantore van die UOVS Regshulpkliniek, Academy of Learninggebou, Eerste Verdieping, Fonteinstraat 41A, Bloemfontein.

Gedateer te Bloemfontein.

P. E. Azar, UOVS Regshulpkliniek, Academy of Learninggebou, Eerste Verdieping, Fonteinstraat 41A, Bloemfontein.

Saak No. 1531/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen PERMANENTE BANK, Eiser, en mnr. GARY PEAT, Verweerder

Ingevolge 'n vonnis van die Landdroshof, Harrismith, en 'n lasbrief van eksekusie gedateer 1 November 1996, sal die volgende eiendom geregtelik verkoop word op 20 Desember 1996 om 10:00, voor die Landdroskantoor, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Erf 1007 (Uitbreiding 18), geleë in die dorp en distrik Harrismith, groot 2 760 (tweeëuisend sewehonderd-en-sestig) vierkante meter, gehou kragtens Akte van Transport 5594/1996, onderhewig aan die serwitute en voorwaardes daarin uiteengesit.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit sit/eetkamer, drie slaapkamers met dubbel badkamer en toilet, garage en buitegeboue.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 25ste dag van November 1996.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Wardenstraat 49B (Posbus 22), Harrismith. (Verw. AT12332.)

Case No. 11158/96

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

In the matter between ABSA BANK LIMITED (UNITED), Plaintiff, and MOPHUTHING JOEL MAKOLE, First Defendant, and MAPOLO FLORINA MAKOLE, Second Defendant

In pursuance of a judgment in the Court of the Welkom, Magistrate's Court granted on 16 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 Tulbach Street, Entrance, to the Magistrate's Court, Welkom, namely certain:

Certain Erf 18535, situated in the Township of Thabong, District of Welkom, measuring 240 (two hundred and forty) square metres, held by the Defendants by virtue of Certificate of Registered Grant of Leasehold TL2892/1991, known as 18535 Thabong, District of Welkom.

Improvements residential property with: Lounge, kitchen, two bedrooms and bathroom with toilet. *Outbuildings:* None (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% 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 be in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of 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 15th day of November 1996.

M. C. Louw, for Neumann van Rooyen Inc., Attorney for Plaintiff, Heeren II Building, Heeren Street, Welkom, 9459. (Ref. M. C. Louw/LVR/UN270.)

Saak No. 9979/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen STANDARD BANK OF SA LIMITED, Eksekusieskuldeiser, en G. H. L. ROSSOUW, Eerste Eksekusieskuldenaar, en S. J. ROSSOUW, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis van die Welkom, Landroshof gedateer 5 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 9810, geleë in die dorpsgebied Bedelia, distrik Welkom, groot 2 409 (tweeënduisend vierhonderd-en-nege) vierkante meter, gehou deur die Verweerder kragtens Transportakte T18022/1995.

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 21ste 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/G02805.)

Saak No. 10206/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen STANDARD BANK OF SA LIMITED, Eksekusieskuldeiser, en mnr. N. E. KUMALO, Eksekusieskuldenaar

Ingevolge 'n vonnis van die Welkom, Landroshof gedateer 26 Julie 1995 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 18615, geleë in die dorpsgebied Thabong, distrik Welkom, groot 328 (driehonderd agt-en-twintig) vierkante meter, gehou deur die Verweerder kragtens Transportakte TL3905/91.

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 21ste 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/Z30203.)

Saak No. 8329/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en CORNELIA FRANCINA TAUTE, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof in die bogemelde saak sal 'n verkoping, sonder reserwe, gehou word voor die Landdroshof, Peetlaan-ingang, Bloemfontein, op Vrydag, 13 Desember 1996 om 10:00, van die ondervermelde residensiële eiendom van die Verweerder op voorwaardes wat ten tye van die verkoping voorgelees sal word, welke voorwaardes by die kantore van die ondergemelde Balju voor die verkoping ter insae sal lê, die eiendom synde:

Sekere Plot 5, Bonnievale, Kleinplase, distrik Bloemfontein, groot 4,2827 hektaar, onderworpe aan sekere serwitute en voorwaardes, en gehou kragtens Transportakte T2554/81.

Die verbeterings op die eiendom, ten aansien waarvan niks gewaarborg word nie, bestaan uit woonhuis, bestaande uit sitkamer, eetkamer, vier slaapkamers, werkskamer, kombuis, badkamer, aparte toilet en twee motorhuise.

Terme: Die koper sal 20% van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingswaarborg binne veertien (14) dae na afloop van die veiling.

S. J. le Roux, vir Claude Reid Ingelyf, Prokureur vir Eiser, Unitedgebou, Sesde Verdieping, Maitlandstraat (Posbus 277), Bloemfontein. (Tel. 448-0148.)

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

ELI STRÖH VEILINGS

INSOLVENTE BOEDELVEILING VAN DRIE-SLAAPKAMERWOONHUIS TE KREMETARTSTRAAT, FLORAPARK, PIETERSBURG

Behoorlik daartoe gelas deur die Kurator in die saak insolvente boedel **O. J. Fernandes**, Meestersverwysings T2970/97, sal ons verkoop per openbare veiling op Donderdag, 5 Desember 1996 om 10:00, te die eiendom Kremetartstraat 55, Florapark, Pietersburg.

Eiendom: Sekere Erf 4620, geleë in die dorpsgebied Pietersburg-uitbreiding, Florapark, Registrasieafdeling LS, Noordelike-provinsie, groot 1 013 vierkante meter.

Verbeterings: Netjiese klinkersteenwoning onder staan teëldak bestaande uit drie slaapkamers, twee badkamers, sitkamer, eetkamer, kombuis met opwasgeriewe, dubbelmotorhuis en gevestigde tuin.

Afslaaersnota: Hierdie is 'n goeie eiendom in 'n goeie woongebied en voornemende kopers word aangeraai om die veiling by te woon.

Voorwaardes van verkoop: 15% deposito op dag van die veiling en balans binne 45 dae na datum van bekragtiging. Bekragtiging binne 7 (sewe) dae na veiling en besitname op datum van bekragtiging.

Vir meer besonderhede kontak die afslaaers, Eli Ströh Eiendomsagente & Afslaaers (Posbus 1238), Groblerstraat 14B, Pietersburg. [Tel. (0152) 295-6439/30/31/32.]

ADENDORFF AUCTIONEERS

POSTUREFORM BEDDING TVL. (PTY) LTD, IN LIQUIDATION, MASTER'S REFERENCE T2495/96

Instructed thereto by the Liquidator in the above matter, we will sell by public auction at 152 Rosettenville Road, Springfield, Johannesburg on Saturday, 7 December 1996 at 10:00, the following:

Office furniture, quantity mattresses, 15 H.P. Compressor, TCM FD25 2,3 Ton Forklift, large quantity pre-cut timber, Disc Sander, fire-proof safe, industrial fencing machine & scissors and table saw.

Viewing: At 152 Rosettenville Road, Springfield, day before Auction.

Terms: Cash or bank certified cheque.

CAPE • KAAP

CLAREMART**INSOLVENT ESTATE J. P. M. KILLIK, MASTER'S REFERENCE T1223/96**

Duly instructed by the Trustee, Mr André Hessels, in the matter of insolvent estate **J. P. M. Killik**, Master's Reference T1223/96, ClareMart will submit for public auction:

Sectional Title Townhouses, Atherstone Gardens, Atherstone Road, Port Alfred, Section 4 and Section 5, and an adjacent Erf 4453, Port Alfred [being a real right to extend the scheme (being phase development)].

Auctioneer's note: The townhouses will be sold to the highest bidder together with the exclusive use of 76 m² and 79 m² of garden area respectively and a prospective purchaser will have a real right to build and complete within ten years from 30 April 1990 further building/s on a specified part of the common property adjacent to sections 4 and 5. This erf will give the prospective purchaser the opportunity to accommodate an additional five units. These further buildings will be built according to the building plans available on the specified part of the common property adjacent to sections 4 and 5.

Each townhouse and the real right may be submitted by the auctioneer first separately and then together.

Movable assets to be sold to the highest bidder, Volvo Penta 250 inboard engine, Tandem with four tyres, V8 Ford Canopy, small riverboat and small trailer with two tyres.

These terms must be viewed at the South African Police Service, 3 Pascoe Crescent, Port Alfred, for attention: Serg van der Merwe. The movable assets will be submitted for auctioneer by catalogue only.

This list is subject to change without prior notice:

Date: Saturday, 14 December 1996 at 12:00.

Preview: Friday, 13 December 1996 between 12:00 and 14:00.

Venue: In the foyer of Atherstone Gardens, Atherstone Road, Port Alfred.

Immovable terms: 10% deposit and auctioneer's commission payable on the fall of the hammer by bank-guaranteed cheque only.

Movable terms: Balance payable directly after the auction in cash or bank-guaranteed cheque only.

André Hessels Trustees.

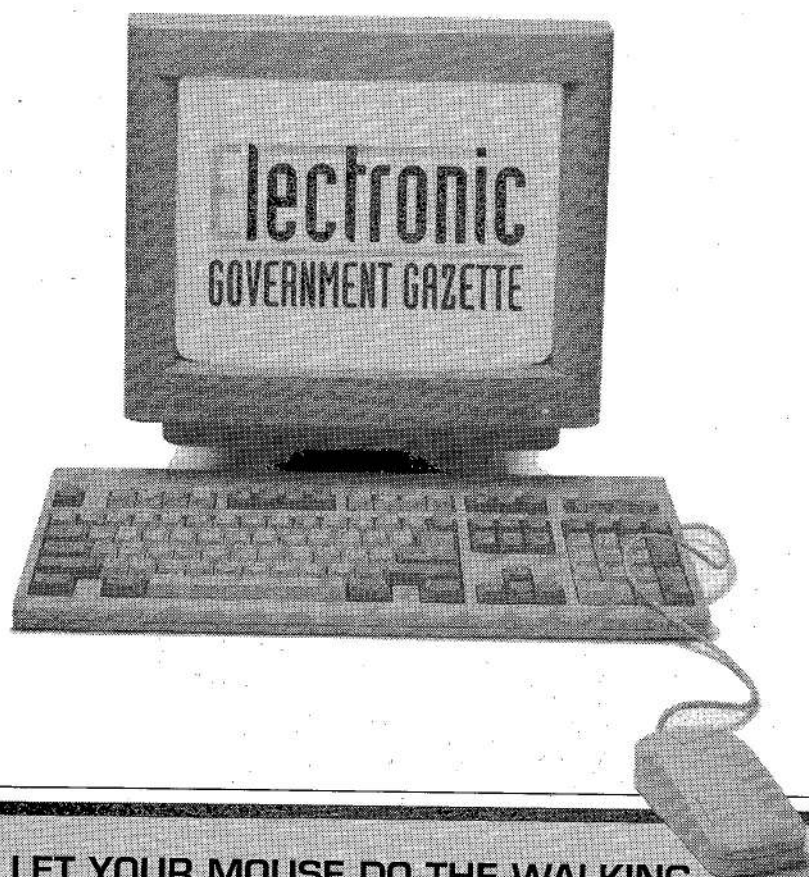
Save a drop — and save a million

Water conservation is very important to the community and industry to ensure their survival. So save water!



Spaar 'n druppel — en vul die dam

Indien almal van ons besparingsbewus optree, besnoei ons nie slegs uitgawes nie maar wen ook ten opsigte van ons kosbare water- en elektrisiteitsvoorraad



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