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Government Gazette Staatskoerant

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DESEMBER

No. 17659

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
Non-standardised notices	
COMPANY NOTICES:	
Short notices: Meetings, resolutions, offer of compromise, conversion of com- pany, voluntary windings-up; closing of transfer or members' registers and/or declaration of dividends	62,90
Declaration of dividend with profit statements, including notes	144,80
Long notices: Transfer, changes with respect to shares or capital, redemptions, resolutions, voluntary liquidations	218,80
LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES	49,40
LIQUOR LICENCE NOTICES in extraordinary <i>Gazette</i> :	
All provinces appear on the first Friday of each calendar month	46,70
<i>(Closing date for acceptance is two weeks prior to date of publication.)</i>	
ORDERS OF THE COURT:	
Provisional and final liquidations or sequestrations	82,20
Reductions or changes in capital, mergers, offer of compromise	218,80
Judicial managements, <i>curator bonus</i> and similar and extensive rules <i>nisi</i>	218,80
Extension of return date	27,60
Supersessions and discharge of petitions (J 158)	27,60
SALES IN EXECUTIONS AND OTHER PUBLIC SALES:	
Sales in execution	125,80
Public auctions, sales and tenders:	
Up to 75 words	38,40
76 to 250 words	98,50
251 to 350 words (more than 350 words—calculate in accordance with word count table)	158,70

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

(INWERKINGTREDING: 1 MEI 1995)

LYS VAN VASTE TARIEWE

<i>Gestandaardiseerde kennisgewings</i>	<i>Tarief per plasing</i>
	R
BESIGHEIDSKENNISGEWINGS	32,70
BOEDELWETTEKENNISGEWINGS: Vorms J 297, J 295, J 193 en J 187	13,80
INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS: Vorms J 28, J 29 en Vorms 1 tot 9.....	27,60
L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toegevoeg tot die basiese tarief.	
ONOPGEËISTE GELDE —slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag")	8,10
VERLORE LEWENSVERSEKERINGSPOLISSE: Vorm VL.....	16,50
 <i>Nie-gestandaardiseerde kennisgewings</i>	
DRANKLISENSIE-KENNISGEWINGS in buitengewone <i>Staatskoerant</i> :	
Alle provinsies verskyn op eerste Vrydag van elke kalendermaand.....	46,70
<i>(Sluitingsdatum van indiening is twee weke voor publiseringsdatum.)</i>	
GEREGTELIKE EN ANDER OPENBARE VERKOPE:	
Geregtelike verkope	125,80
Openbare veilings, verkope en tenders:	
Tot 75 woorde.....	38,40
76 tot 250 woorde	98,50
251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)	158,70
LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS	49,40
MAATSKAPPYKENNISGEWINGS:	
Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, ens.; sluiting van oordrag- of lede-registers en/of verklaring van dividende	62,90
Verklaring van dividende met profytstate, notas ingesluit.....	144,80
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies	218,80
ORDERS VAN DIE HOF:	
Voorlopige en finale likwidasies of sekwestrasies	82,20
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking	218,80
Geregtelike besture, <i>kurator bonis</i> en soortgelyke en uitgebreide 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 plasinge	Three insertions Drie plasinge
	R	R	R
1- 100	46,70	65,80	73,80
101- 150	68,40	98,50	110,30
151- 200	93,10	131,30	147,10
201- 250	115,00	164,00	183,60
251- 300	136,80	196,90	220,50
301- 350	161,20	229,70	257,20
351- 400	183,10	262,50	294,00
401- 450	207,70	295,20	330,70
451- 500	229,60	328,10	367,50
501- 550	251,40	360,80	404,20
551- 600	276,10	393,70	441,00
601- 650	297,90	426,30	477,50
651- 700	322,70	459,20	514,40
701- 750	344,50	492,00	551,10
751- 800	366,40	524,80	587,80
801- 850	390,90	557,50	624,50
851- 900	412,70	590,50	661,40
901- 950	437,30	623,20	698,10
951-1 000	459,20	656,00	734,70
1 001-1 300	595,90	852,80	955,20
1 301-1 600	735,30	1 049,50	1 175,50

CONDITIONS FOR PUBLICATION VOORWAARDES VIR PUBLIKASIE

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

SLUITINGSTYFIE VIR DIE AANNAME VAN KENNISGEWINGS

1. Die *Staatskoerant* word weekliks op Vrydag gepubliseer en die sluitingstyd vir die aanname van kennisgewings wat op 'n bepaalde Vrydag in die *Staatskoerant* moet verskyn, is **15:00 op die voorafgaande Vrydag**. Indien enige Vrydag saamval met 'n openbare vakansiedag, verskyn die *Staatskoerant* op 'n datum en is die 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 veranderinge in die kopie van kennisgewings kan nie onderneem word nie tensy opdragte daarvoor ontvang is **voor 15:30 op Maandae**.

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

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

GOEDKEURING VAN KENNISGEWINGS

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

VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

AANSPREEKLIKHEID VAN ADVERTEERDER

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

COPY

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

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

- (1) The kind of notice.

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

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

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

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

PAYMENT OF COST

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

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

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

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

KOPIE

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

BETALING VAN KOSTE

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

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

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

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

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

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

before publication.

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

The following stamps are not acceptable:

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

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

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

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

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

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

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

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie:

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

Sien "Belangrike Kennisgewing" onderaan hierdie Voorwaardes.

12. Oorbetalings op grond van 'n foutiewe berekening van die koste verbonde aan die plasing van 'n kennisgewing deur die adverteerder word nie terugbetaal nie tensy die adverteerder voldoende redes aantoon waarom 'n foutiewe berekening gemaak is. In die geval van onderbetalings sal die verskil van die adverteerder verhaal word en geen plasing sal geskied voordat die volle koste verbonde aan die plasing van die kennisgewing(s) deur middel van ongekanseleerde 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 aanbring 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 1996

GOVERNMENT NOTICES

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 1996

GOEWERMENSKENNISGEWINGS

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

Saak No. 21863/96

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

In die saak tussen NBS BANK LIMITED, Eiser, en DLADLA, SIMON VUSUMUZI, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Leeuwpootstraat 182, Boksburg, op Vrydag, 17 Januarie 1997 om 11:15, van die ondergemelde eiendom van die Verweerder wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Leeuwpootstraat 182, Boksburg, voor die verkoping ter insae sal lê:

Sekere Erf 16524, Vosloorus-uitbreiding 26-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Simon Vusumuzi Dladla onder Akte van Transport TL40293/1989, bekend as Erf 16524, Vosloorus-uitbreiding 26, Boksburg, groot 819 vierkante meter.

Sonering: Residensiële.

Spesiale gebruiksvergunninge en voorwaardes: Geen.

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

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

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

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

Gedateer te Alberton op hede die 22ste dag van November 1996.

Mnr. E. Ungerer, vir Kloppe Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1 (Posbus 6), Alberton; p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N3840/EU/PP.)

Case No. 10194/96

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

In the matter between NBS BANK LIMITED, formerly known as NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and GENQEZA DLAMINI, First Defendant, and PULENG ALINA DLAMINI, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 4 October 1996 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 17 January 1997 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder.

All the right, title and interest in the leasehold in respect of Erf 17028, Vosloorus Extension 25 Township, situated on Erf 17028, Vosloorus Extension 25, in the Township of Vosloorus Extension 25, District of Boksburg, measuring 260 (two hundred and sixty) square metres.

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

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Boksburg.

Dated at Boksburg on this 25th November 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00582/Mrs Kok.)

Saak No. 6251/94**IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG**

In die saak tussen ABSA BANK BPK, handeldrywende as TRUSTBANK, Eksekusieskuldeiser, en BAREND BARTHOLOMRUS BURGER, Eerste Eksekusieskuldenaar, en MARTHA LOUISA BURGER, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief tot uitwinning gedateer 27 Januarie 1995, sal die reg, titel en belang van die Eksekusieskuldenaars se eiendom verkoop word in eksekusie deur Jaap van Deventer Afslaaers op 10 Januarie 1997 om 11:00, 12:00 en 13:00, te die persele soos hieronder beskryf, aan die hoogste bieder:

Veiling gehou te word om 11:00: Gedeelte 52 ('n gedeelte van Gedeelte 14) van die plaas Rondebosch 403, Registrasieafdeling JS, Mpumalanga, groot 4 292 hektaar, gehou kragtens Akte van Transport T41820/89.

Beskrywing: Towers Motel geleë ongeveer 10 km op die Middelburg/ou Belfastpad. Bestaande uit hoofgebou, gastekamers, personeelbehuising en ablusiefasiliteite, werkswinkel, swembad, boorgate, braai-area, oorhoofse watertenks, motorafdakke, plaveisel, baksteenmure en sinkdak.

Veiling gehou te word om 12:00: Resterende Gedeelte van Erf 455, geleë in die dorp Middelburg, Mpumalanga, Registrasieafdeling JS, Mpumalanga, groot 2 855 vierkante meter, gehou kragtens Akte van Transport T30799/1978, bekend as Oosstraat 23, Middelburg, Mpumalanga.

Beskrywing: Pleistermure, geuweldak (sink), portaal, vier slaapkamers, sitkamer, eetkamer, kombuis, volle badkamer, toilet, twee motorhuise, stoorkamer, werkskamer, buitetoilet en swembad.

Veiling gehou te word op 13:00: Resterende Gedeelte van die plaas Klipplaatdrift 343, Registrasieafdeling JS, Mpumalanga, groot 132,4028 hektaar, gehou kragtens Akte van Transport T17896/1970.

Beskrywing: Geleë ongeveer 25 km noord van Middelburg op die Elandslaagtepad. Heuwelagtig met 'n noordelike helling, woonhuis, buitegeboue, slagkamer, skure, ou stoor, beeskrale, varkhokke, boorgate, arbeidershuise, watertenks, sementdamme en ge-elektrifiseerde heining.

1. Die eiendom sal voetstoots verkoop word en sonder reserwe aan die hoogste bieder en sal die verkoping onderhewig wees aan die bepalings van artikel 66 van die Landdroshofwet, 1944, soos gewysig.

2. Die verkoopprijs sal betaalbaar wees soos volg:

2.1 10% (tien persent) van die koopprijs op die dag van die verkoping.

2.2 Die onbetaalde balans tesame met rente op die balanskoopsom gereken teen 'n koers van 19,25% (negentien komma twee vyf persent) per jaar, gereken vanaf datum van verkoping tot datum van registrasie van die eiendom in die naam van die koper sal betaal word of verseker word by wyse van 'n bank- of bougenootskapwaarborg binne 21 (een-en-twintig) dae vanaf datum van verkoping.

3. Vendusiekoste sal betaalbaar wees op die dag van die verkoping en sal as volg bereken word: 4% (vier persent) van die opbrengs van die verkoping met 'n minimum van R10 (tien rand).

4. Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die kantoor van die Landdros te Middelburg asook die kantore van Van Deventer & Campher, President Krugerstraat 21A, Middelburg.

Aldus gedaan en geteken te Middelburg, Mpumalanga, op hede hierdie 21ste dag van November 1996.

C. J. Alberts, vir Van Deventer & Campher, President Krugerstraat 21A, Middelburg. [Tel. (013) 282-4675.] (Verw. mnr. Alberts/ED/JT137.)

Saak No. 25278/94**IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en OVEN FRESH FOODS (PTY) LTD, Eerste Verweerder, DE LA HARPE, FRANK EDWARD, Tweede Verweerder, en ROOS, RONALD BARTIE, Derde Verweerder

'n Verkoping in eksekusie word gehou deur die Balju, Delmas, op 17 Januarie 1997 om 10:00, voor die Landdroskantore, Dolomietstraat, Delmas, van die Tweede Verweerder se vaste eiendom:

Gedeelte 7, van die plaas Witklipbank 202, Registrasieafdeling IR, Transvaal, groot 109,7303 hektaar, gehou kragtens Akte van Transport T91199/1993.

Die eiendom is gesoneer vir landboudoeleindes.

Daar is geen verbeteringe op die eiendom nie.

Besonderhede van die eiendom word hierbo verstrek, maar nie gewaarborg nie. Voornemende kopers moet eiendom self besigtig.

Besigtig verkoopvoorwaardes by Balju, Vierde Straat 27, Delmas.

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

Case No. 22886/95**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and GEORGE GERALD KEEN First Defendant, ANNIE CARLINA KEEN, Second Defendant, JAN HENDRIK SCHOEMAN, Third Defendant, and ESMÉ SCHOEMAN, Fourth 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, Middelburg, at the Magistrate's Office, President Kruger Street, Middelburg, on Friday, 17 January 1997 at 10:00, of the undermentioned properties of the Defendants, subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Middelburg, Auxilium Building, 6 Eksteen Street, Middelburg:

(a) Remaining Extent of Portion 15 (a portion of Portion 4) of the farm Naauwpoort 200, Registration Division JS, Province of Mpumalanga; and

(b) Portion 18 (a portion of Portion 15) of the farm Naauwpoort 200, Registration Division JS, Province of Mpumalanga, measuring 1,7131 hectare.

Known as 15 Naauwpoort, Farm Naauwpoort 200JS, District of Middelburg, Mpumalanga, both properties held by virtue of Deed of Transfer T36329/94.

The following information is furnished with regard to improvements on the properties although nothing in this respect is guaranteed: Agricultural holdings consisting of four rondavels forming a large dwelling under thatched roof comprising lounge, dining-room, kitchen, two bedrooms, bathroom/toilet, toilet. Outbuildings consist of two detached rondavels, borehole, pump, cement reservoir and carport.

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 HA3247.)

Case No. 16811/95**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
CARL WILHELM ANDRE PISTORIUS, 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, Nelspruit, in front of the Magistrate's Office, Bester Street, Nelspruit, on Friday, 17 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, Nelspruit, at Proforum Building, 5 Van Rensburg Street, Nelspruit:

Erf 88, West Acres Extension 1 Township, Registration Division JT, Transvaal, measuring 991 square metres, held by virtue of Deed of Transfer T68027/94, known as 33 Acacia Crescent, West Acres Extension 1, Nelspruit.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling-house with iron roof, comprising lounge, dining-room, study, kitchen, laundry, four bedrooms, two bathrooms/toilets. Outbuildings consist of two garages, servant's room, toilet. There is a swimming-pool 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 Chamber, Church Square, Pretoria. [Tel. (012) 325-4185.] (Ref. D. Frances/JD HA3070.)

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

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MPHO MOSES SEHERI, First Defendant, and MATLAKALIBE RUTH SEHERI, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Wonderboom, at the office of the Sheriff, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 17 January 1997 at 11:00, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord):

Erf 440, The Orchards Extension 10 Township, Registration Division JR, Transvaal, held by virtue of Deed of Transfer T16189/95, measuring 1 081 square metres, known as 82 Kirkness Street, The Orchards Extension 10, Akasia, Pretoria.

The following information is furnished with regard to improvements on the property, although nothing in this respect is guaranteed: Dwelling-house with tiled roof consisting of lounge, dining-room kitchen, three bedrooms and two bathrooms/toilets. *Outbuildings:* Carport.

Dated at Pretoria on this 27th 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 HA3317.)

Saak No. 45093/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen NBS BANK BEPERK, Eiser, en RUDOLF JOHANNES GROBLER, Identiteitsnommer 6406045109082, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 29 Julie 1996, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Oos, te Fehrslaansentrum, Strubenstraat 130A, Pretoria, aan die hoogste bieder op 22 Januarie 1997 om 10:00:

Deel 8, soos getoon en meer volledig omskryf op Deelplan SS346/92 in die skema bekend as Botanica ten opsigte van die land en geboue of geboue geleë te Weavind Park-dorpsgebied, Plaaslike Owerheid: Stadsraad van Pretoria, groot 115 (eenhonderd-en-vyftien) vierkante meter (beter bekend as Woonstel 8, Botanica, Pittsilaan 118, 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: Duplekswoonstel met twee slaapkamers, badkamer, sit-/eetkamer, kombuis met toesluitmotorhuis en tuintjie.

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

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

Geteken te Pretoria op hierdie 27ste dag van November 1996.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14 Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR68100.)

Saak No. 17766/96

PH 135

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen ESKOM FINANCE COMPANY (PTY) LIMITED, Eiser/Eksekusieskuldeiser, en
MOKUA, BOITUMELO DANIEL, Verweerder/Eksekusieskuldenaar**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys deur die Balju van die Hooggeregshof, Soweto-Oos, gehou word op 9 Januarie 1997 om 10:00, by die kantore van die Balju, Marshallstraat 131, Johannesburg, op die voorwaardes wat deur die afslaer gelees word ten tye van die verkoping en welke voorwaardes by die Balju van die Hooggeregshof, Soweto-Oos, te Von Brandisstraat 32, Johannesburg, ter insae lê, van die ondergemelde eiendom:

Erf 101, Diepkloof-uitbreiding, Soweto, geleë te Diepkloof-uitbreiding 101, Soweto, welke eiendom 280 (tweehonderd-en-tagtig) vierkante meter groot is en bestaande uit (nie gewaarborg nie) 'n huis met sitkamer, eetkamer, drie slaapkamers, kombuis en badkamer met toilet.

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

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

5% (vyf persent) van die opbrengs van die verkoping tot 'n prys van R30 000 (dertigduisend rand) en daarna 3% (drie persent), tot 'n maksimum fooi van R7 000 (seweduisend rand). Minimum fooi R260 (tweehonderd-en-sestig rand).

Geteken te Johannesburg op hierdie 19de dag van November 1996.

Hofmeyr Ing., Vierde Verdieping, Forum II, Hoofdstraat 33, Braampark, Braamfontein. (Verw. W. van Rensburg/860801.)

Case No. 22985/94

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

**In the matter between NBS BANK LIMITED, Plaintiff, and HENDRIK LOEDOLPH BLANKENBERG BOSMAN,
First Defendant, and HELENA CHRISTINA BOSMAN, Second Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 25 May 1994 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 24 January 1997 at 11:00, at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), to the highest bidder:

Certain Erf 265, situated in the Township of Magalieskruin Extension 1, Registration Division JR, Transvaal, measuring 1 023 square metres, situated at 394 Edelweiss Street, Magalieskruin Extension 1, Pretoria.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed there under and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: Dwelling: Lounge, dining-room, study, kitchen, pantry, four bedrooms, two bathrooms, three w.c.'s, entry hall, stairway, TV room, scullery and recreation room. Outbuildings: Two garages, servant's quarter renovated into study, toilet, brick walls, stone and retain walls, gates, driveway and paving. Other: Swimming-pool area, recreation and verandah.

Payment: The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.

Conditions: The full conditions of sale may be inspected at the Sheriff's Offices at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord).

Dated at Pretoria on this 25th day of November 1996.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane (P.O. Box 196 and 6290), Pretoria, 0001.
(Tel. 328-5847/326-2156.) (Ref. KB/N1184.)

Case No. 66933/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and PIERRE SAREL VAN DEN BERG, First Defendant, and JOHANNA CATHARINA MICHELLE VAN DEN BERG, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 1 October 1996 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 16 January 1997 at 10:00, at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, to the highest bidder:

Certain Remaining Portion of Erf 454, situated in the Township of Claremont (Pretoria), Registration Division JR, Province of Gauteng, measuring 1 276 square metres, situated at 139 Kloppe Street, Claremont, Pretoria.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed there under and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: Dwelling: Lounge, dining-room, kitchen, entrance hall, TV room, scullery, play room, three bedrooms, two bathrooms, shower and two w.c.'s. Outbuildings: Garage, servant's room, toilet and shower. Other: Concrete walls, back stoep, lapa and paving.

Payment: The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.

Conditions: The full conditions of sale may be inspected at the Sheriff's Offices at Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

Dated at Pretoria on this 22nd day of November 1996.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane (P.O. Box 196 and 6290), Pretoria, 0001.
(Tel. 328-5847/326-2156.) (Ref. KB/N2215.)

Case No. 11486/94

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

In the matter between NBS BANK LIMITED, Plaintiff, and RAMI NAIDOO, First Defendant, and YVONNE NAIDOO, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 8 March 1994 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court, on 16 January 1997 at 10:00, at Olivetti House, Sixth Floor, Room 603, corner of Schubart and Pretorius Streets, Pretoria, to the highest bidder:

Certain Portion 3 of Erf 1700, situated in the Township of Laudium Extension 1, Registration Division JR, Transvaal, measuring 438 square metres, situated at 555 Umber Street, Laudium.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed there under and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: Dwelling: Lounge, dining-room, study, family room, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s and entrance. Outbuildings: Double garage. Other: Walls, paving and gates.

Payment: The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.

Conditions: The full conditions of sale may be inspected at the Sheriff's Offices at Pretoria North-West, Olivetti Building, Second Floor, Room 202, corner of Schubart and Pretorius Streets, Pretoria.

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

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane (P.O. Box 196 and 6290), Pretoria, 0001.
(Tel. 328-5847/326-2156.) (Ref. KB/NN1170.)

Case No. 62221/94

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

In the matter between NBS BANK LIMITED, Plaintiff, and ESTELLE TALJAARD, First Defendant, and LOUIS FRANCOIS TALJAARD, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 18 October 1994 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 22 January 1997 at 10:00, at Fehrs Avenue Centre, 130A Struben Street, Pretoria, to the highest bidder:

Certain Remaining Extent of Erf 447, situated in the Township of Hatfield, Registration Division JR, Transvaal, measuring 1 276 square metres, situated at 1272 Suid Street, Hatfield, Pretoria.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: Dwelling, lounge, dining-room/bar, kitchen, scullery, study area, TV room, covered stoep, four bedrooms, two and a half bedrooms, two showers, three w.c.'s and bidet. *Outbuildings:* Garage, three carports, servant's room, store, w.c., fencing, brick and concrete walls, gates, drive and pavings. *Other:* Swimming-pool and trellis and two aircon units.

Payment: The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.

Conditions: The full conditions of sale may be inspected at the Sheriff's office at Pretoria-East, Fehrs Avenue Centre, 130A Struben Street, Pretoria.

Dated at Pretoria on the 25th November 1996.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane (P. O. Box 196 & 6290), Pretoria, 0001. (Tel. 328-5847/326-2156.) (Ref. KB/N1308.)

Case No. 33459/95

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

In the matter between NBS BANK LIMITED, Plaintiff, and JAN HENDRIK NEL, First Defendant, and ANNA MARIA HENDRIKA PETRONELLA NEL, Second Defendant

Kindly take notice that pursuant to judgment of the above Honourable Court granted on 22 December 1995 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 24 January 1997 at 11:00, at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just North of Sasko Mills, old Warmbaths Road, Bon Accord), to the highest bidder:

Certain Erf 189, situated in the Township of Florauna, Registration Division JR, Transvaal, measuring 4 111 square metres, situated at 693 Kamdebo Street, Florauna, Pretoria-North.

Terms and Conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: Dwelling, lounge, dining-room, study, kitchen, pantry, six bedrooms, three bathrooms, two showers, three w.c.'s, bar room, spa bath, TV room, entertainment room, dressing-room, store-room and laundry. *Outbuildings:* Double garage, two servants' rooms, toilet and shower. *Other:* Brick walls, concrete walls, stone retain walls, trellis, automatic gates, intercom system, swimming-pool, thached lapa, braai area, brick drive and paving and concrete drive and paving.

Payment: The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.

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

Dated at Pretoria on the 25th November 1996.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane (P. O. Box 196 and 6290), Pretoria, 0001. (Tel. 328-5847/326-2156.) (Ref. KB/N1653.)

Case No. 77603/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and CHECHELA ESAU MACHITJE, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 6 November 1996 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 15 January 1997 at 10:00, at Fehrs Avenue Centre, 130A Struben Street, Pretoria, to the highest bidder:

Certain:

(a) Section 3 as shown and more fully described on Sectional Plan SS189/88 in the scheme known as Villa Selby in respect of the land and building or buildings situated at Erf 209, Wingate Park Township, Local Authority: City Council of Pretoria.

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Measuring: 108 square metres.

Situated at: 5 Villa Selby, Selby Street, Wingate Park, Pretoria.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: Duplex, lounge/dining-room, kitchen, two bedrooms, one and a half bathroom, shower and two w.c.'s. **Outbuildings:** Single Garage, garden and parking. **Other:** Private garden and courtyard.

Payment: The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.

Conditions: The full conditions of sale may be inspected at the Sheriff's office at Pretoria-East, Fehrs Avenue Centre, 130A Struben Street, Pretoria.

Dated at Pretoria on the 21st November 1996.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane (P. O. Box 196 & 6290), Pretoria, 0001.
(Tel. 328-5847/326-2156.) (Ref. KB/N2249.)

Case No. 73151/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and ANNA BARBARA BENEDITO, First Defendant, and WILLEM JACOBUS PETRUS NIEUWENHUIZEN, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 15 October 1996, and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court, on 16 January 1997 at 10:00, at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, to the highest bidder:

(a) Section 29, as shown and more fully described on Sectional Plan SS80/83 in the scheme known as Osdic Centre in respect of the land and building or buildings situated at Erf 327, Eloffsdal Extension 3 Township, Local Authority City Council of Pretoria, measuring 72 square metres.

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Situated at: 208 Osdic, 596 Paul Kruger Street, Eloffsdal Extension 3.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed there under and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: Flat: Lounge/dining-room, kitchen, one and a half bedroom, bathroom, toilet and laundry. **Outbuildings:** Parking and drying area.

Payment: The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance withing fourteen (14) days shall be paid or secured by a bank or building society guarantee.

Conditions: The full conditions of sale may be inspected at the Sheriff's Offices, at Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

Dated at Pretoria on this 26th November 1996.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane (P.O. Box 196 and 6290), Pretoria, 0001.
(Tel. 328-5847/326-2156.) (Ref. KB/N2229.)

Saak No. 929/96

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

In die saak tussen OORGANGSRAAD VAN ERMELO, Eiser, en R. J. BRONKHORST (ID 370504 5045 086), Verweerder

Ingevolge 'n vonnis gelewer op 2 Augustus 1996, in die Landdroshof, Ermelo, en 'n lasbrief vir eksekusie daarna uitgereik, word die eiendom hieronder beskryf in die eksekusie verkoop op 16 Januarie 1997 om 10:00, te Landdroskantoor, Warmbad, aan die hoogste bieder, met geen reserweprys:

Beskrywing: Een halwe onverdeelde aandeel in Gedeelte 9 van die plaas Zaagkuilsdrift 46, Nylstroomregistrasie NQ, Noordelike Provinsie, gehou kragtend Akte van Transport T67556/1995 (met verbeterings te plaas Zaagkuilsdrift 46, Nylstroom).

Voorwaardes: Volledige verkoopvoorwaardes wat onmiddellik voor die veiling uitgelees sal word lê by die kantoor van die Balju van die Landdroshof te Warmbad, ter insae en is die belangrikste bepalings daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is, 10% (tien persent) van die koopprijs aan die Balju van die Landdroshof te Warmbad, betaal en vir die balans van die koopprijs moet die koper 'n bank waarborg aan die Balju vir die Landdroshof, Warmbad, lewer binne 30 (dertig) dae na datum van verkoping.

(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 belasting indien enige, tesame met belasting op toegevoegde waarde daarop, asook ander uitgawes wat nodig is om transport te laat geskied.

(d) Die koper moet afslaaersgelde op die dag van die verkoping aan die Balju van die Landdroshof, Warmbad, betaal, tesame met 14% (veertien persent) BTW op sodanige kommissie.

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

M. M. Nolte Prokureurs, De Clercqstraat 11, Ermelo, 2350. (Verw. Z00750/E SLABBERT/BJ.)

Case No. 14342/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
NICOLAAS JOHANNES MATHYS GROBLER, 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, Brakpan, at the office of the Sheriff, Brakpan, at the Sheriff's Office, 439 Prince George Avenue, Brakpan, on Friday, 17 January 1997 at 11:00, of the undermentioned property of the Defendant subject to the conditions of sale which are available for inspection at the offices of the Sheriff of the Supreme Court, Brakpan, 439 Prince George Avenue, Brakpan:

Erf 2995, Brakpan Township, Registration Division IR, Transvaal, measuring 991 square metres, held by virtue of Deed of Transfer T52170/1991, known as 159 Hamilton Street, Brakpan. **Zoning:** Residential 1.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling-house with zinc roof consisting of lounge, dining-room, kitchen/scullery, three bedrooms, stoeproom, bathroom, two outside toilets and an outside room. Outbuildings consist of a garage and a storeroom.

Dated at Pretoria on this 28th 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 HA3023.)

Saak No. 10737/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

**In die saak tussen ABSA BANK BEPERK, Eiser, en MOLEKO SIMON MOTSI, Eerste Verweerder, en
SELINA KERILENG MOTSI, Tweede Verweerder**

Ingevolge uitspraak van die Landdros van Klerksdorp en lasbrief vir geregtelike verkoping met datum 3 September 1996, sal die ondergemelde eiendom op 10 Januarie 1997 om 10:00, by die kantoor van die Balju, Kamer 413, Sanlamgebou, Kerkstraat, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 2018, Khuma, Registrasieafdeling IP, Noordwes-provinsie, groot 326 (driehonderd ses-en-twintig) vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Toekenning van Huurpag TL77322/88.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

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

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

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

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

Geteken te Klerksdorp hierdie 6de dag van November 1996.

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

Saak No. 34/94

IN DIE LANDDROSHOF VIR DIE DISTRIK LULEKANI GEHOU TE LULEKANI

In die saak tussen TRIANGLE CHEMICAL INDUSTRIES (PTY) LTD, Eiser, en B. NKOBELA, handeldrywende as L B GLASS, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie, sal die onderstaande eiendom verkoop word voor die Hofgebou van bostaande Hof op 15 Januarie 1997 om 15:00, sonder reserwe, en aan die hoogste bieder:

Erf 156B Lulekani, groot 700 vierkante meter.

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

Die vernaamste verkoopsvoorwaardes van die verkoping is:

1. Tensy reëlings voor die verkoping met die Eiser getref is, sal die koper 'n deposito van 10% (tien 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 Landdroshof en die reëls daarvan.

2.2 Die voorwaardes van die titelakte.

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

Gedateer te Phalaborwa op hierdie 6de dag van November 1996.

P. C. Kuun, vir Coetzee & Van der Merwe, Tovancogebou, Posbus 217, Phalaborwa, 1390. [Tel. (01524) 3365.] [Faks. (01524) 3141.] (Verw. mnr. Kuun/rh.)

Saak No. 1776/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen NBS BANK BPK (Reg. No. 87/01384/06), Eiser, en BULANE DANIEL LESIBU, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 23 Mei 1996, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 10 Januarie 1997 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Erf 1423, Evaton-Wes-dorpsgebied, Registrasieafdeling IQ, Transvaal (Gauteng), groot 290 (tweehonderd-en-negentig) vierkante meter.

Verbeterings: Teëldak, sitkamer, kombuis, twee slaapkamers, badkamer, stort en toilet. **Buitegeboue:** Geen.

Verkoopvoorwaardes:

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

2. Die koopprijs sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark hierdie 12de dag van November 1996.

Pienaar, Swart & Nkaiseng, Tweede Verdieping, Ekspagebou, Attie Fouriestraat (Privaatsak X041), Vanderbijlpark, 1900. [Tel. (016) 81-4651/2/3.] (Verw. IP/150030.)

Saak No. 5837/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen ABSA BANK BPK (Reg. No. 86/04794/06), Eiser, en ABRAHAM ADRIAAN STORM, Verweerder

Ter uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 7 Oktober 1996, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 3 Januarie 1997 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Erf 816, Vanderbijlpark South West 5-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal (Gauteng), groot 1 118 (eenduisend eenhonderd-en-agtien) vierkante meter, ook bekend as De Bussystraat 5, Vanderbijlpark.

Verbeterings: Sitkamer, eetkamer, familiekamer, kombuis, sonkamer, vier slaapkamers, twee badkamers, aparte stort en toilet.

Buitegeboue: Twee motorhuise, stafkaamers en toilet.

Verkoopvoorwaardes:

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

2. Die koopprijs sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark op die 12de dag van November 1996.

Pienaar, Swart & Nkaiseng, Tweede Verdieping, Ekspagebou, Attie Fouriestraat, Vanderbijlpark; Privaatsak X041, Vanderbijlpark, 1900. [Tel. (016) 81-4651/2/3.] (Verw. IP/160147.)

Case No. 7477/96

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

In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION) (Reg. No. 86/04794/96), Plaintiff, and CLIFFORD DOUGLAS M. C. CLURE, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 23 August 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 6 February 1997 at 10:00, at the premises by Property Mart to the highest bidder:

Certain Erf 106, Goedeburg Extension 3 Township, Registration Division IR, Province of Gauteng, situated on 34 Goud Street, Goedeburg Extension 3, in the Township of Goedeburg Extension 3, District of Benoni, measuring 1 160 (one thousand one hundred and sixty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building comprises lounge, dining-room, kitchen, three bedrooms, shower and w.c., bath and w.c. *Outbuildings:* Garage and w.c.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Benoni.

Dated at Benoni on this 14th November 1996.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg; c/o Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. A00890/Mrs Whitson.)

Case No. 4453/96
PH 334

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MTETWA, LEKHOAGANA WILLIAM, First Defendant, and MTETWA, LERATO ALINA, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held by the Sheriff of the Supreme Court at 50 Edwards Avenue, Westonaria, on 10 January 1997 at 10:00, of the undermentioned property of the Defendants which conditions may be inspected at the offices of the Sheriff of the Supreme Court, Westonaria, prior to the sale:

Certain Erf 3264, Lenasia South Extension 7 Township, Registration Division IQ, Province of Gauteng (being 3264 Silicon Crescent, Lenasia South Extension 7), measuring 600 (six hundred) square metres.

The following information is furnished *re* improvements, though in this respect nothing is guaranteed: Dwelling-house comprising of three bedrooms, lounge, kitchen, two bathrooms, dining-room. Outbuildings comprising of: None.

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

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

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

De Vries Serobe, Attorneys for Plaintiff, 42nd Floor, Carlton Centre, corner of Commissioner and Von Wielligh Streets, Johannesburg. (Tel. 331-9128.) (Ref. M. Postma/ap M23983.)

Case No. 14810/96

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MUTHIGE, RICHARD, First Defendant, and MAZIBUKO, DAPHNE PHINDIWE, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held by the Sheriff of the Supreme Court at 182 Leeuwpoot Street, Boksburg, on 10 January 1997 at 11:15, of the undermentioned property of the Defendant which conditions may be inspected at the offices of the Sheriff of the Supreme Court, Boksburg, prior to the sale:

Certain Erf 13030, Vosloorus Extension 23 Township, Registration Division IR, Province of Gauteng (being 13030 Vosloorus Extension 23), measuring 350 (three hundred and fifty) square metres.

The following information is furnished *re* improvements, though in this respect nothing is guaranteed: Dwelling-house comprising of lounge, kitchen, two bedrooms, bathroom and toilet. Outbuildings comprising of: None.

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

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

Dated at Johannesburg on this 7th day of November 1996.

De Vries Serobe, Attorneys for Plaintiff, 42nd Floor, Carlton Centre, corner of Commissioner and Von Wielligh Streets, Johannesburg. (Tel. 331-9128.) (Ref. M. Postma/ap M23679.)

Case No. 17283/95
PH 334

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MABITSELA, FRANS, First Defendant, and MABITSELA, VIRGINIA LABOGANG, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held by the Sheriff of the Supreme Court, at Ferhslane Centre, 130A Struben Street, Pretoria, on 15 January 1997 at 10:00, of the undermentioned property of the Defendant which conditions may be inspected at the offices of the Sheriff of the Supreme Court, Pretoria South, prior to the sale:

Certain Erf 193, Country View Extension 1 Township, Registration Division JR, Province of Gauteng (being 193 Fire Lily Crescent, Country View Extension 1), measuring 770 (seven hundred and seventy) square metres.

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

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

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

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

De Vries Serobe, Attorneys for Plaintiff, 42nd Floor, Carlton Centre, corner of Commissioner and Von Wielligh Streets, Johannesburg. (Tel. 331-9128.) (Ref. M. Postma/ap M23725.)

Case No. 15891/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DOUGLAS (born QUATTROCCHI), PATRIZIA MARIA GIOVANNA, 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, Halfway House, at 45 James Crescent, Halfway House, on 8 January at 13:00, 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 54 as shown and more fully described on Sectional Plan SS217/86 in the scheme known as Woodmead Manor in respect of the land and building/s situated at Woodmead Township Sub-structure of the Greater Johannesburg Transitional Metropolitan Council.

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, held under Deed of Transfer ST12887/90.

Situation: 217 Woodmead Manor, Austin Street, Woodmead.

Area: 82 square metres.

Improvements: (not guaranteed) two bedrooms - bathroom and two other rooms.

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

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

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

Biccari, Banchetti, Bollo & Mariano, Plaintiff's Attorneys, 112 Oxford Road (P.O. Box 92441), Houghton Estate, Norwood, 2117. (Tel. 880-9002/3/4.) (Ref. A. Bollo/sf/N595.)

Case No. 15893/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and VARRIE, PETER JOHN ROBERT, First Defendant, and VARRIE, PETRONELLA, 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 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 845 Terenure Extension 16, Kempton Park, Registration Division IR, Province of Gauteng, held under Deed of Transfer T75014/95, situated at 61 Bloekomdraai, Terenure Extension 16, Kempton Park, area 841 square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, 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 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/fg/N593.)

Case No. 2832/96

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

In the matter between TRANSITIONAL LOCAL COUNCIL OF GERMISTON, Plaintiff, and H. W. VAN WYK, First Defendant, and G. S. VAN WYK, Second Defendant

In pursuance of a judgment by the Magistrate's Court at Germiston and writ of execution dated 18 July 1996, the property listed herein will be sold in execution on Wednesday, 22 January 1997 at 10:00, at the offices of the Sheriff Magistrate's Court, 8 St Columb Road, New Redruth, Alberton, to the highest bidder:

Erf 161 Roodebult Township, Registration Division IR, Transvaal, situated at 25 Wynbessie Street, Roodebult, measuring 709 square metres.

The Judgment Creditor described the improvements on the property as set out hereunder but no warranties are given in respect thereof:

Improvements: Dining-room, lounge, three bedrooms, kitchen, laundry, two bathrooms, two toilets, swimming-pool, carport and electric fence.

Terms: The purchase price shall be paid as to ten per centum (10%) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer shall be paid or secured by a bank or building society guarantee within fourteen (14) days of the date of the sale to the Sheriff Magistrate's Court.

The conditions of sale, which will be read immediately prior to the sale, may be inspected at the office of the Sheriff Magistrate's Court, Germiston.

Wright, Rose-Innes, Plaintiff's Attorneys, 305 President Street, Germiston. (Ref. Coll/WM/14/11/96.)

Saak No. 21864/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen NBS BANK BEPERK, Eiser, en NDHLOVU, VUSIMUZI THOMAS, Eerste Verweerder, en NDHLOVU, THEMBEKILE MARGARET, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton, op Dinsdag, 14 Januarie 1997 om 10:00, van die ondergemelde eiendom van die Verweerders wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Alberton, voor die verkoping ter insae sal lê:

Sekere Erf 67, Siluma View-dorpsgebied, Katlehong, Registrasieafdeling IR, Transvaal, gehou deur Vusimuzi Thomas Ndhlovu en Thembekile Margaret Ndhlovu, onder Akte van Transport TL38308/90, bekend as Erf 67, Siluma View-dorpsgebied, Katlehong, groot 301 vierkante meter.

Sonering: Residensieel.

Spesiale gebruiksvergunninge en voorwaardes: Geen.

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

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

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

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

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

Mnr. E. Ungerer, vir Klopper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Vloer, Terracegebou, Eaton Terrace 1 (Posbus 6), Alberton; p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N3841/EU/PP.)

Saak No. 18768/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen NBS BANK LIMITED, Eiser, en MFENYANE, EZEKIEL NHLAPO, Eerste Verweerder, en MFENYANE, FIKILE GLADYS, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Leeuwpoortstraat 182, Boksburg, op Vrydag, 17 Januarie 1997 om 11:15, van die ondergemelde eiendom van die Verweerders wat deur die Balju gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof, Boksburg, voor die verkoping ter insae sal lê:

Sekere Erf 16492, Vosloorus-uitbreiding 26-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Exekiel Nhlapo Mfenyane en Fikile Gladys Mfenyane onder Akte van Transport TL30672/1990, bekend as Erf 16492, Vosloorus-uitbreiding 26, groot 736 vierkante meter.

Sonering: Residensieel.

Spesiale gebruiksvergunninge en voorwaardes: Geen.

Verbeterings: Hoofgebou bestaande uit 'n teëldak met gepleisterde mure met 'n sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet. *Buitegeboue:* Geen.

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

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

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

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

E. Ungerer, vir Klopper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1 (Posbus 6), Alberton; p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N115/EU/PP.)

Case No. 1973/96

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

In the matter between NBS BANK LIMITED, formerly known as NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and MOHLOMI MOOROSANA MATHIBELI, First Defendant, and PHUTI PETRONELLA MATHIBELI, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 16 April 1996, and a writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 17 January 1997 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 18067, Vosloorus Extension 25 Township, situated on Erf 18067, Vosloorus Extension 25, in the Township of Vosloorus Extension 25, District of Boksburg, measuring 260 (two hundred and sixty) square metres.

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

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

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

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

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4632.) (Ref. N00432/Mrs Kok.)

Case No. 6161/94

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

In the matter between NBS BANK LIMITED, Plaintiff, and M. MUDAU, Defendant

The following property will be sold in execution on 17 January 1997 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain 2111 Dawn Park Extension 8 Township, Registration Division IR, Transvaal, situated on 103 Lancelot Street, Dawn Park, Boksburg, measuring 808 (eight hundred and eight) square metres.

The property is improved, without anything warranted, by building built of brick and plaster, tiled roof, comprising of combined lounge and dining-room, study, kitchen, two bedrooms, bathroom and w.c. *Fencing:* Concrete walls.

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

Hammond, Pole & Dixon Inc. (Ref. N00175/Mrs Kok.)

Saak No. 6398/96

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen KHAYALETHU HOME LOANS (PTY) LIMITED, Eksekusieskuldeiser, en AGNES MOTLALEPULE SERUTHU, Eksekusieskuldenaar

Ooreenkomstig 'n vonnis van die Landdroshof in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal alle reg, titel en belang in en ten opsigte van huurpag geregistreer oor die ondergenoemde eiendom as 'n eenheid op 29 Januarie 1997 om 10:00, per publieke veiling deur die Balju te St Columbweg 8, New Redruth, Alberton, verkoop word:

Sekere: Erf 1059, Tokoza-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, in die provinsie van Gauteng, ook bekend as, 1059 Tokoza-uitbreiding 2, Tokoza, groot 180 vierkante meter; gehou deur Agnes Motlalepule Seruthu, onder sertifikaat van geregistreerde huurpag TL54736/1989.

Sonering: Residensieel.

Spesiale gebruik of vrystellings: Geen.

Die vonnisskuldeiser beskryf die verbeterings op die gemelde eiendom, sonder enige waarborg, soos volg: Losstaande baksteen- en/of sementwoonhuis onder sink- en/of teëldak, bestaande uit twee slaapkamers, kombuis, badkamer en toilet en is omhein.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju ter insae.

Gedateer te Alberton op hierdie 26ste dag van November 1996.

Jonker & Jonker, Prokureurs vir Eiser, Clintonweg 52, New Redruth, Alberton. (Verw. K66 mnr. Kobie Jonker.)

Saak No. 11138/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen ABSA BANK BEPERK, Eiser, en NGOHLA JAFTA LECHABA, Eerste Verweerder, en TOMBANTONE EUGENIA LECHABA, Tweede Verweerder

Ingevolge uitspraak van die Landdros, Klerksdorp, en lasbrief vir geregtelike verkoping met datum 9 September 1996, sal die ondergemelde eiendom op 10 Januarie 1997 om 10:00, by die kantoor van die Balju, Kamer 413, Sanlamgebou, Kerkstraat, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 2063, Khuma, Registrasieafdeling IP, Noordwes-provinsie, groot 273 (tweehonderd drie-en-sewentig) vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Toekenning van Huurpag TL35309/88.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Landdroshofwet, 1944, soos gewysig, onderhewig egter aan die goedkeuring van die eerste verbandhouer, ABSA Bank Bepark.
2. Die koopprijs sal betaalbaar wees teen betaling van 'n bedrag van 10% (tien persent) van die koopprijs in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bankwaarborg.
3. Die volgende verbeterings word beweer op die eiendom te wees: Woonhuis bestaande uit twee slaapkamers, sitkamer, eetkamer, badkamer, toilet en kombuis.
4. *Voorwaardes:*

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

Geteken te Klerksdorp op hierdie 8ste dag van November 1996.

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

Saak No. 1289/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen NBS BANK BPK (Reg. No. 87/01384/06), Eiser, en LAYMAN NKOSI, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 28 Maart 1996, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 10 Januarie 1997 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Erf 1804, Evaton-Noord-dorpsgebied, Registrasieafdeling IQ, Transvaal (Gauteng), groot 330 (driehonderd-en-dertig) vierkante meter.

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

Buitegeboue: Geen.

Verkoopvoorwaardes:

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

2. Die koopprijs sal betaalbaar wees as volg.

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

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

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

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

Gedateer te Vanderbijlpark op hierdie 11de dag van November 1996.

Pienaar, Swart & Nkaiseng, Tweede Verdieping, Ekspagebou, Attie Fouriestraat (Privaatsak X041), Vanderbijlpark, 1900. [Tel. (016) 81-4651/2/3.] (Verw. IP/160203.)

Saak No. 6612/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen NBS BANK BEPERK (Reg. No. 87/01384/06), Eiser, en THABO PIET MOKOENA, Verweerder

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

Erf 1512, Evaton-Wes-dorpsgebied, Registrasieafdeling IQ, Transvaal (Gauteng), groot 300 (driehonderd) vierkante meter, ook bekend as Alabamastraat 1512, Beverly Hills, Evaton.

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

Verkoopvoorwaardes:

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

2. Die koopprijs sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark op hierdie 11de dag van November 1996.

Pienaar, Swart & Nkaiseng, Tweede Verdieping, Ekspagebou, Attie Fouriestraat (Privaatsak X041), Vanderbijlpark. [Tel. (016) 81-4651/2/3.] (Verw. IP/160203.)

Saak No. 64/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen NBS BANK BEPERK (Reg. No. 87/01384/06), Eiser, en mnr. J. M. DALASILE, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 9 Februarie 1996, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 10 Januarie 1997 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Erf 167, Sebokeng Eenheid 10-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, Transvaal (Gauteng), groot 286 (tweehonderd ses-en-tagtig) vierkante meter.

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

Verkoopvoorwaardes:

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

2. Die koopprijs sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark op hierdie 11de dag van November 1996.

Pienaar, Swart & Nkaiseng, Tweede Verdieping, Ekspagebou, Attie Fouriestraat (Privaatsak X041), Vanderbijlpark.
[Tel. (016) 81-4651/2/3.] (Verw. IP/150197.)

Saak No. 6774/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen NBS BANK LTD (Reg. No. 87/01384/06), Eiser, en BUTI ALBERT MOFOKENG, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 11 September 1996, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 10 Januarie 1997 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Erf 1505, Evaton-Wes-dorpsgebied, Registrasieafdeling IQ, Transvaal (Gauteng), groot 300 (driehonderd) vierkante meter.

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

Verkoopvoorwaardes:

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

2. Die koopprijs sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark op hierdie 11de dag van November 1996.

Pienaar, Swart & Nkaiseng, Tweede Verdieping, Ekspagebou, Attie Fouriestraat (Privaatsak X041), Vanderbijlpark.
[Tel. (016) 81-4651/2/3.] (Verw. IP/160151.)

Case No. 3791/96

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

In the matter between ABSA BANK LTD (ALLIED BANK DIVISION), Plaintiff, and PIETER FRANCOIS CORNELESSEN, First Defendant, and SONJA ELIZABETH CORNELESSEN, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 26 June 1996 and warrant of execution issued pursuant thereto, the property listed hereunder will be sold in execution and by public auction on 20 January 1997 at 11:00, at the property, namely:

Certain Erf 43, Cinderella Township, situated at 16 Botha Avenue, Cinderella, Boksburg, measuring 1005 (one thousand and five) square metres.

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

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court and/or at the offices of Property Mart, First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove.

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

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00876/Mrs Kok.)

Case No. 12695/94

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

In the matter between **ABSA BANK LTD (ALLIED BANK DIVISION), Plaintiff, and DARRELL BADENHORST, First Defendant, and FRANCES MARGARET BADENHORST, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 23 January 1995 and warrant of execution issued pursuant thereto, the property listed hereunder will be sold in execution and by public auction on 20 January 1997 at 10:00, at the property, namely:

Certain Erf 815, Vandykpark Township, situated at 19 Bluegum Street, Vandykpark, Boksburg, measuring 763 (seven hundred and sixty-three) square metres.

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

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court and/or at the offices of Property Mart, First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove.

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

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00526/Mrs Kok.)

Saak No. 4409/92

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen **SHELL S. A. (PTY) LIMITED, Eksekusieskuldeiser, en A. G. DUVENHAGE, Eksekusieskuldenaar**

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 6 Januarie 1995 toegestaan is, op 10 Januarie 1997 om 10:00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 12, geleë in die dorpsgebied Del Judo, Registrasieafdeling JS, Transvaal, groot 1 562 (een vyf ses twee) vierkante meter, gehou kragtens Akte van Transport T99236/1992.

Straatadres: Lorrainestraat 50, Del Judo, Witbank.

Sekere Erf 44, geleë in die dorpsgebied Ferrobank, Registrasieafdeling JS, Transvaal, groot 7 608 (sewe ses nul agt) vierkante meter, gehou kragtens Akte van Transport T99236/1992.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 12de dag van November 1996.

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

Case No. 2154/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BRAKPAN HELD AT BRAKPAN****In the matter between TRUST BANK, Plaintiff, and Mr S. M. VENTER, Defendant**

In pursuance of a judgment in the Court for the Magistrate's Court of Brakpan, on 28 July 1994 and a writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 22 January 1997 at Benoni at the premises of the Sheriff of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder.

Certain Erf 2118, situated at 16 Seventh Avenue, Nothmead, in the Township of Benoni, District of Benoni, measuring 1 190 (one thousand one hundred and ninety) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: A building built of brick and plaster, comprising of a lounge and dining-room combined, kitchen, three bedrooms, bathroom and toilet, garage with carport and small flatlet at the back.

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 Brakpan on this 12th day of November 1996.

Trollip, Cowling & Janeke, 610 Voortrekker Road, Brakpan, 1540. (Ref. Mr Estherhuizen/SHW.)

Saak No. 13815/96**IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP****In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MICHAEL MOTHIBI, Verweerder**

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, in eksekusie verkoop om 10:00 op 10 Januarie 1997:

Erf 464, geleë in die dorp Jouberton-uitbreiding 6 (Registrasieafdeling IP, Transvaal, Noordwes), groot 379 (driehonderd nege-en-sewentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL55668/90.

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

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Leaskstraat 23, Klerksdorp, en van die vernaamste voorwaardes van die verkoping is—

1. dat 'n deposito van 20% van die koopprijs onmiddellik in kontant betaalbaar is;
2. die balans koopprijs met rente daarop teen 21,25% (een-en-twintig komma twee vyf persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg; en
3. die Balju se kommissie is onmiddellik betaalbaar.

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

D. J. Lindemann, vir Erasmus Jooste, Eiser se Prokureurs, Joostegebou, Siddlestraat 49 (Privaatsak X5041), Klerksdorp. [Tel. (018) 464-1321.] (Verw. mnr. Lindemann/mev. Mulder.)

Saak No. 11713/96**IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP****In die saak tussen ABSA BANK BEPERK, Eiser, en TETISILE DAVID PIKISO, Eerste Verweerder, en NOVULILI PIKISO, Tweede Verweerder**

Ingevolge uitspraak van die Landdros van Klerksdorp en lasbrief vir geregtelike verkoping met datum 13 September 1996, sal die ondergemelde eiendom op 10 Januarie 1997 om 10:00, by die kantoor van die Balju, Kamer 413, Sanlamgebou, Kerkstraat, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 2740, Khuma, Registrasieafdeling IP, Noordwes-provinsie, groot 285 (tweehonderd vyf-en-tagtig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL75520/88.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

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

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

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

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

Geteken te Klerksdorp op hierdie 5de dag van November 1996.

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

Saak No. 386/96

IN DIE LANDDROSHOF VIR DIE DISTRIK CHRISTIANA GEHOU TE CHRISTIANA

In die saak tussen DIE PLAASLIKE OORGANGSRAAD VAN CHRISTIANA, Eiser, en J. P. W. MAREE, N.O., Verweerder

Ingevolge 'n vonnis toegestaan in bogemelde Agbare Hof op 2 Oktober 1996 en 'n lasbrief vir eksekusie, sal die ondervermelde onroerende eiendom voetstoots verkoop word deur die Balju van Christiana, voor die Landdroskantoor, Pretoriusstraat, Christiana, op 13 Desember 1996 om 10:00, naamlik:

Erf 1222, geleë in die dorp Christiana, Registrasieafdeling HO, provinsie Noordwes, groot 2855 (twee agt vyf vyf) vierkante meter. Die eiendom is onverbeter. Die eiendom is geleë te Jacobstraat 7, Christiana.

Verkoopvoorwaardes:

1. Die eiendom sal vir kontant aan die hoogste bieder, sonder reserwe, verkoop word. Die verkoping sal onderworpe wees aan die bepalings van die regulasies van die Wet op Landdroshowe en die Titellakte van die eiendom, waar van toepassing.

2. Die koopprys sal soos volg betaalbaar wees:

2.1 10% (tien persent) daarvan in kontant op die dag van die verkoping; en

2.2 die balans moet gewaarborg word teen registrasie van transport by wyse van 'n goedgekeurde bankwaarborg binne 21 (een-en-twintig) dae na die verkoopdatum.

3. Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word en lê ter insae by sy kantoor te Pretoriusstraat 6, Christiana, en by die kantore van die Eiser se prokureurs.

Geteken te Christiana op hierdie 24ste dag van Oktober 1996.

B. J. Liebenberg, vir Liebenbergs, Prokureurs vir Eiser, Voortrekkerstraat 16, Posbus 406, Christiana. [Tel. (0534) 3313.] (Verw. BO21.96/2576.)

Saak No. 382/96

IN DIE LANDDROSHOF VIR DIE DISTRIK CHRISTIANA GEHOU TE CHRISTIANA

In die saak tussen DIE PLAASLIKE OORGANGSRAAD VAN CHRISTIANA, Eiser, en mev. J. M. MAREE, Verweerder

Ingevolge 'n vonnis toegestaan in bogemelde Agbare Hof op en 'n lasbrief vir eksekusie, sal die ondervermelde onroerende eiendom voetstoots verkoop word deur die Balju van Christiana, voor die Landdroskantoor, Pretoriusstraat, Christiana, op 13 Desember 1996 om 10:00, naamlik:

Erf 352, geleë in die dorp Christiana, Registrasieafdeling HO, provinsie Noordwes, groot 2855 (twee agt vyf vyf) vierkante meter. Die eiendom is onverbeter. Die eiendom is geleë te Beststraat 29, Christiana.

Verkoopvoorwaardes:

1. Die eiendom sal vir kontant aan die hoogste bieder, sonder reserwe, verkoop word. Die verkoping sal onderworpe wees aan die bepalings van die regulasies van die Wet op Landdroshowe en die Titellakte van die eiendom, waar van toepassing.

2. Die koopprys sal soos volg betaalbaar wees:

2.1 10% (tien persent) daarvan in kontant op die dag van die verkoping; en

2.2 die balans moet gewaarborg word teen registrasie van transport by wyse van 'n goedgekeurde bankwaarborg binne 21 (een-en-twintig) dae na die verkoopdatum.

3. Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping deur die Balju uitgelees word en lê ter insae by sy kantoor te Pretoriusstraat 6, Christiana, en by die kantore van die Eiser se prokureurs.

Geteken te Christiana op hierdie 24ste dag van Oktober 1996.

B. J. Liebenberg, vir Liebenbergs, Prokureurs vir Eiser, Voortrekkerstraat 16, Posbus 406, Christiana. [Tel. (0534) 3313.] (Verw. BO21.96/2584.)

Case No. 16967/96**IN THE SUPREME COURT OF SOUTH AFRICA****(Transvaal Provincial Division)****In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
LIZETTE JOUBERT, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Pretoria East, at Fehrs Lane Centre, 130A Struben Street, Pretoria, on Wednesday, 22 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, Pretoria East, at Fehrs Lane Centre, 130A Struben Street, Pretoria.

Portion 1 of Erf 2031 Faerie Glen Extension 3 Township, Registration Division JR, Transvaal, measuring 732 square metres, held by virtue of Deed of Transfer T38879/93, known as 521 Rembrandt Street, Faerie Glen Extension 3, Pretoria.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed:

A dwelling with a tiled roof consisting of entrance hall, kitchen, lounge, dining-room, study, pantry, three bedrooms, two bathrooms/toilet, shower. Outbuildings consist of two garages, servant's room, toilet and bathroom. There is a swimming-pool, irrigation system and water feature on the property.

Dated at Pretoria on this 1st day of December 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 HA3530.)

Case No. 21974/95**IN THE SUPREME COURT OF SOUTH AFRICA****(Transvaal Provincial Division)****In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and
PETER JOHN LANGE, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, Pretoria East, at Fehrs Lane Centre, 130A Struben Street, Pretoria, on Wednesday, 22 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, Pretoria East, at Fehrs Lane Centre, 130A Struben Street, Pretoria:

1. A unit consisting of—

(a) Section 1, as shown and more fully described on Sectional Plan SS129/88, in the scheme known as Masureik Gardens, in respect of the land and building or buildings situated at Portion 99 of Erf 2543, Garsfontein Extension 10, Local Authority City Council of Pretoria of which the floor area, according to the said sectional plan, is 113 (one hundred and thirteen) square metres in extent, known as unit 1, Masureik Gardens, 840 Bloedhond Street, Garsfontein Extension 10, Pretoria; and

(b) an undivided share in the common property in the said scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Held under Certificate of Registered Sectional Title ST129/88 (1) (Unit).

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed:

A unit consisting of entrance hall, lounge, dining-room, family room, kitchen, three bedrooms, bathroom, toilet and shower. Outbuildings consist of servant's toilet, two offices, bathroom and a thatch lapa.

Dated at Pretoria on this 1st day of December 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 HA3235.)

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

In die saak tussen NBS BANK BEPERK, Eiser, en PATHER, SIVALINGAM, Eerste Verweerder, en PATHER, SHANTHI, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys deur die Balju van die Hooggeregshof, Westonaria, gehou word op 10 Januarie 1997 om 10:00, by die kantore van die Balju, Westonaria, Edwardslaan 50, Westonaria, op die voorwaardes wat deur die afslaer gelees word ten tye van die verkoping en welke voorwaardes by die Balju van die Hooggeregshof, Westonaria, te Edwardslaan 50, Westonaria, ter insae lê, van die ondergemelde eiendom:

Erf 1451, Lenasia-Suid-dorpsgebied, Registrasieafdeling IQ, die provinsie Gauteng, welke eiendom 630 (ses honderd-en-dertig) vierkante meter groot is en welke eiendom geleë is te Lupinstraat 1451, Lenasia-Suid, en bestaande uit (nie gewaarborg nie): 'n Vakante erf.

2. Terme:

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

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

2.2.1 5% (vyf persent) van die opbrengs van die verkoping tot 'n prys van R30 000 (dertig duisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R7 000 (sewe duisend rand); en

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

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

Hofmeyr Ing., Vierde Verdieping, Forum II, Hoofdstraat 33, Braampark, Braamfontein. (Verw. W. van Rensburg/863584/NBS28.)

Saak No. 13095/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen die EERSTE NASIONALE BANK VAN SUID-AFRIKA BEPERK, Eiser, en PATRICK MOSEME, Eerste Verweerder, TSHOKOLO JOHANNA MOSEME, Tweede Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, in eksekusie verkoop op 10 Januarie 1997 om 10:00:

Erf 11238, geleë in die dorp Jouberton-uitbreiding 6 (Registrasieafdeling IP, Transvaal), groot 375 (driehonderd vyf-en-sewentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL459/91.

Verbeterings: Sitkamer, twee slaapkamers, badkamer met toilet en kombuis.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Leaskstraat 23, Klerksdorp, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 10% (tien persent) van die koopprys onmiddellik in kontant betaalbaar is;
2. die balans koopprys met rente daarop teen 19,25% (negentien komma twee vyf persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg; en
3. die Balju se kommissie is onmiddellik betaalbaar.

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

D. J. Lindemann, vir Erasmus Jooste, Eiser se Prokureurs, Joostegebou, Siddlestraat 49 (Privaatsak X5041), Klerksdorp. [Tel. (018) 464-1321.] (Verw. mnr. Lindemann/mev. Mulder.)

Saak No. 1316/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen EERSTE NASIONALE BANK, Eiser, en PIETER JACOBUS VAN SCHALKWYK, Verweerder

Kragtens vonnis van die bogemelde Landdroshof gedateer 1 Junie 1995 en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendom in eksekusie deur die Balju, Landdroshof, Meyerton, te Lochstraat 51, Meyerton, op 9 Januarie 1997 om 10:00, aan die hoogste bieder verkoop:

Gedeelte 2 van Erf 145, Meyerton. Tien persent (10%) van die koopprys is in kontant betaalbaar onmiddellik na die veiling en die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, Meyerton, binne veertien (14) dae, bereken vanaf datum van koop, welke waarborg betaalbaar is op datum van registrasie van transport.

Die volgende inligting word onder die aandag van die voornemende koper gebring, maar niks word gewaarborg nie: Sitkamer, eetkamer, vier slaapkamers, dubbelgeriewe, waskamer, drie motorhuise, boorgat en betonomheining. Geleë te Carvalhostraat 37, Meyerton.

Die volledige verkoopvoorwaardes sal bindend wees op die koper en kan gedurende kantoorure te die Balju, Landdroshof, Meyerton, Lochstraat 51, Meyerton, besigtig word.

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

M. C. Loughlin Porter, Mitchellstraat 9, Meyerton. (Verw. S. Allison/E246.)

Saak No. 1999/96**IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON****In die saak tussen NEDCOR BANK LIMITED, Eiser, en PETER DAVID MORRIS, Eerste Verweerder, en ESME MORRIS, Tweede Verweerder**

Kragtens vonnis van die bogemelde Landdroshof gedateer 8 Oktober 1996, en die daaropvolgende lasbrief vir eksekusie, word die volgende eiendom in eksekusie deur die Balju, Landdroshof, Meyerton, te Lochstraat 51, Meyerton, op 9 Januarie 1997 om 10:00, aan die hoogste bieder verkoop:

Erf 630, Meyerton-uitbreiding 3. Tien persent (10%) van die koopprijs is in kontant betaalbaar onmiddellik na die veiling en die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, Meyerton, binne veertien (14) dae, bereken vanaf datum van koop, welke waarborg betaalbaar is op datum van registrasie van transport.

Die volgende inligting word onder die aandag van die voornemende koper gebring, maar niks word gewaarborg nie: Sitkamer, eetkamer, vier slaapkamers, dubbelgeriewe, buitekamer, TV-kamer, dubbelmotorhuis, sinkdak en steenmuur omheining. Geleë te Gallowaystraat 20, Meyerton.

Die volledige verkoopvoorwaardes sal bindend wees op die koper en kan gedurende kantoorure te die Balju, Landdroshof, Meyerton, Lochstraat 51, Meyerton, besigtig word.

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

M. C. Loughlin Porter, Mitchellstraat 9, Meyerton. (Verw. S. Allison/G157.)

Case No. 1251/93**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PRETORIA HELD AT PRETORIA****In the matter between NBS BANK LIMITED, Plaintiff, and VALLABH BHANA, Defendant**

A sale in execution will be held on 9 January 1997 at 10:00, at 603A Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, of:

Erf 810, situated in the Township of Laudium, Registration Division JR, Gauteng, measuring 446 square metres, known as 320 Indigo Street, Laudium.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, brick walls, IBR pitched roof, tiles, p.v.c., fitted carpets, lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., concrete walls and concrete pavings.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria North West.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr Stolp/RH/M.9169.)

Case No. 132490/95**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 DANIEL TEMBA MAJIYEZI, Defendant**

Pursuant to a judgment of the above Honourable Court, dated 10 May 1996 and a warrant of execution dated 27 June 1996, the undermentioned immovable property will be sold in execution by public auction to the highest bidder on 8 January 1997 at 10:00, at the Sheriff's Office, 41A Beaconsfield Avenue, Vereeniging:

Certain Erf 773, Zakariyya Park Extension 4 Township, Registration Division IQ, Transvaal.

Situation: 773 Marjoram Close, Extension 4 Zakariyya Park, Vereeniging.

No warranty or undertaking is given to the nature of improvements, which are described as follows: *Improvements:* A dwelling consisting of a lounge, kitchen, three bedrooms, bathroom and toilet. *Area:* 600 square metres. *Property's held:* Under Deed of Transfer T38933/95.

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 41A Beaconsfield Avenue, Vereeniging.

Dated at Johannesburg on this 25th day of November 1996.

R. Reichman-Israelsohn, for Israelsohn Inc., 107 Oxford Road (P.O. Box 6467), Rosebank, Johannesburg, 2000. (Tel. 880-2091.) (Ref. BS8761/COLL/RG/LB.)

Saak No. 8880/96

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

In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en GUGULAKHE MNYANDU, Vonnisskuldenaar Een

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 7 Oktober 1996, sal die volgende eiendom verkoop word in eksekusie op 16 Januarie 1997 om 10:00, by die Balju se Kantoor, Parkstraat 8, Kempton Park, naamlik:

Die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 538, Moteong, geleë te Erf 538, Moteong, groot 252 vierkante meter.

Verkoopvoorwaardes:

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

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

3. Die koopprys is betaalbaar soos volg: 20% (twintig persent) van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.

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

Slabbert & Visser, Vierde Verdieping, Bybelhuis, Centraallaan 18 (Posbus 47), Kempton Park. (Tel. 975-4941.)

Case No. 10170/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MGOMA, NOBELUNGU MARRIAM, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's offices at 8 Park Street, Kempton Park, on 16 January 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff's Offices, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 1009, Umthambeka Township, Tembisa, Registration Division IR, Province of Gauteng, measuring 266 (two hundred and sixty-six) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of two bedrooms, dining-room, kitchen, garage, toilet and two outside rooms.

The property is zoned Residential.

Signed at Johannesburg on the 18th day of November 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. M14389/PC.)

Case No. 23271/91

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MKHONDWANE, MABAKHALAMAZI ELIAS, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's offices at 8 Park Street, Kempton Park, on 16 January 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the Sheriff's Offices, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 479, Mqantsa Township, Tembisa, Registration Division IR, Province of Gauteng.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of three bedrooms, lounge, dining-room, kitchen, toilet and garage.

The property is zoned Residential.

Signed at Johannesburg on the 18th day of November 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. M16222/PC.)

Case No. 11228/92

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and THOKA, JOHN MASAKENG, First Defendant, and THOKA, MATSIDISO MARIA, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's offices at 8 Park Street, Kempton Park, on 16 January 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff's Offices, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 219, Sedibeng Township, Tembisa, Registration Division IR, Province of Gauteng, measuring 427 (four hundred and twenty-seven) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of two bedrooms, kitchen and bathroom/toilet.

The property is zoned Residential.

Signed at Johannesburg on the 20th day of November 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. T20796/PC.)

Case No. 18414/93

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and GABAOCOE, ALFRED FRED, First Defendant, and GABAOCOE, ALINA, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 16 January 1997 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 758, Mofolo South Township, Registration Division IQ, Province of Gauteng, measuring 231 (two hundred and thirty-one) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, three bedrooms, lounge, kitchen and bathroom. The property is zoned Residential.

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. G23752/PC.)

Case No. 21932/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOSIA, JUSTICE VUSI, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 16 January 1997 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 131 Marshall Street, Johannesburg, and the full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Johannesburg West, Third Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 3972, Protea Glen Extension 3 Township, Registration Division IQ, Province of Gauteng, measuring 255 (two hundred and fifty-five) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, two bedrooms, bathroom and two other rooms. The property is zoned Residential.

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. M47206/PC.)

Case No. 21933/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ODAYAR, INDERAN MUNSAMI, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 16 January 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, Johannesburg South, 100 Sheffield Street, Turffontein, prior to the sale:

Erf 8691, Lenasia Extension 10 Township, situated at 8691 Umgeni Crescent Lenasia Extension 10 Township, Registration Division IQ, Province of Gauteng, measuring 468 (four hundred and sixty-eight) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, bathroom and two other rooms. The property is zoned Residential.

Signed at Johannesburg on this 22nd day of November 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. O47368/PC.)

Case No. 13237/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARTIN, BILLY JOSEPH, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 16 January 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, Lenasia North, First Floor, 19 Anemone Street, Lenasia, prior to the sale:

Erf 2075, Eldorado Park Extension 1 Township, situated at 1 Stukka Avenue, Eldorado Park Extension 1 Township, Registration Division IQ, Province of Gauteng, measuring 346 (three hundred and forty-six) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, bathroom and two other rooms.

The property is zoned Residential.

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. M45497/PC.)

Case No. 9688/91

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SWARTZ, FREDERICK LESLIE, First Defendant, and SWARTZ, MARJORIE HELENA, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 131 Marshall Street, Johannesburg, on 16 January 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, Lenasia North, First Floor, 19 Anemone Street, Lenasia, prior to the sale:

Erf 76, Eldorado Estate Township, situated at 118 Sterre Road, Eldorado Estate Township, Registration Division IQ, Province of Gauteng, measuring 720 (seven hundred and twenty) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, three bedrooms, lounge, dining-room, kitchen, family room, study and two garages.

The property is zoned Residential.

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. S14447/PC.)

Case No. 5142/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BOSWELL, ISAAC ELLIOT, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, Potchefstroom, in front of the main entrance to the Magistrate's Court, Fochville, on 17 January 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff, Potchefstroom, at 20 Borrius Street, Baillie Park, Potchefstroom, prior to the sale:

Erf 3089, Wedela Extension 1 Township, Registration Division IQ, Province of Gauteng, measuring 191 (one hundred and ninety-one) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, lounge, kitchen, two bedrooms and bathroom.

The property is zoned Residential.

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. B29930/PC.)

Case No. 10582/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and GIUKA, DUMA, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, Potchefstroom in front of the main entrance to the Magistrate's Court, Fochville, on 17 January 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff, Potchefstroom at 20 Borrius Street, Baillie Park, Potchefstroom, prior to the sale:

Erf 3541, Wedela Extension 1 Township, Registration Division IQ, Province of Gauteng, measuring 263 (two hundred and sixty-three) square metres, situated at Erf 3541, Wedela Extension 1 Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, two bedrooms, bathroom and two other rooms.

The property is zoned Residential.

Signed at Johannesburg on the 13th day of November 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. G45511/PC.)

Case No. 16206/94**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NGOMA, LUYANDA PETROS, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the Sheriff's Offices, 50 Edwards Avenue, Westonaria, on 17 January 1997 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, prior to the sale:

Erf 3202, Bekkersdal Township, situated at 3202 Mosidi Avenue, Bekkersdal Township, Registration Division IQ, Province of Gauteng, measuring 420 (four hundred and twenty) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, three bedrooms, lounge, kitchen and bathroom.

The property is zoned Residential.

Signed at Johannesburg on the 13th day of November 1996.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. N27679/PC.)

Case No. 21915/96**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SKEPERS, TANIYO DANIEL, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the Sheriff's Offices, 50 Edwards Avenue, Westonaria, on 17 January 1997 at 10:00, of the undermentioned property of the Defendant on the conditions and which will lie for inspection at the offices of the Sheriff, prior to the sale:

Erf 3146, Bekkersdal Township, Registration Division IQ, Province of Gauteng, measuring 331 (three hundred and thirty-one) square metres, situated at Erf 3146, Bekkersdal Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, three bedrooms and bathroom.

The property is zoned Residential.

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

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. S47224/PC.)

Saak No. 2295/96**IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING****In die saak tussen EERSTE NASIONALE BANK VAN S.A. BEPERK, Eiser/Eksekusieskuldeiser, en MOKHEHLE DAVID MAMASELI, Eerste Verweerder/Eerste Eksekusieskuldenaar, en PINKI MARIA NKHI MAMASELI, Tweede Verweerder/Eksekusieskuldenaar**

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 3 Oktober 1996, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof, op 17 Januarie 1997, by die kantore van die Balju, Eerste Verdieping, Rietbokgebou, Generaal Hertzogstraat, Vanderbijlpark, om 10:00:

Beskrywing: Sekere verbeterde/residensiële eiendom geleë in die dorpsgebied Vaalview-landbouhoewes, Registrasieafdeling IQ, provinsie Gauteng, synde Hoewe 49 Vaalview-landbouhoewes, Registrasieafdeling IQ, provinsie Gauteng, groot 2,2095 (twee komma twee nul nege vyf) hektaar. **Verbeterings:** 'n Woonhuis met gewone buitegeboue.

Die straatadres van die eiendom is Plot 49, Vaalview, Vanderbijlpark.

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/s van transport, en sal verkoop word aan die hoogste bieder sonder enige reserwe.

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

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% (negentig persent) van die koopprys van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlings moet met die Eksekusieskuldeiser getref word vir die verkoping.

4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof, gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Gedateer te Vereeniging op hierdie 4de dag van Desember 1996.

M. M. P. de Wet, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell & Maraisgebou, Lesliestraat 21 (Posbus 83), Vereeniging. [Tel. (016) 421-4471.] (Verw. mev. Harmse/NE0339.)

Saak No. 10150/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen STANDARD BANK VAN S.A. BEPERK, Eiser/Eksekusieskuldeiser, en JACOB ALAN WHITEHURST, Eerste Verweerder/Eerste Eksekusieskuldenaar, en MARIA DONITA AGUIAR LEAO, Tweede Verweerder/Eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 18 Oktober 1996, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 16 Januarie 1997 by die kantore van die Balju, Lochstraat 51, Meyerton, om 10:00:

Beskrywing: Sekere verbeterde/residensiële eiendom geleë in die dorpsgebied Henley on Klip, Registrasieafdeling IR, provinsie Pretoria-Witwatersrand-Vereeniging, synde Erf 1344, Henley on Klip, Registrasieafdeling IR, provinsie Pretoria-Witwatersrand-Vereeniging, groot 2 032 (tweeëuisend twee-en-dertig) vierkante meter. **Verbeterings:** 'n Teëldakwoning bestaande uit 'n sitkamer, eetkamer, vier slaapkamers, dubbelgeriewe, TV-kamer, swembad en bediendekamer.

Die straatadres van die eiendom is 1344 Iffleyweg, Henley on Klip.

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/s van transport, en sal verkoop word aan die hoogste bieder sonder enige reserwe.

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

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% (negentig persent) van die koopprys van die eiendom aan 'n goedgekeurde koper gunstig oorweeg, en reëlings moet met die Eksekusieskuldeiser getref word vir die verkoping.

4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof, gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Gedateer te Vereeniging op hierdie 3de dag van Desember 1996.

M. M. P. de Wet, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell & Maraisgebou, Lesliestraat 21 (Posbus 83), Vereeniging. [Tel. (016) 421-4471.] (Verw. mev. Harmse/NS0946.)

Saak No. 8422/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen STANDARD BANK VAN S.A. BEPERK, Eiser/Eksekusieskuldeiser, en JACOBUS BAREND VAN DER MERWE, Eerste Verweerder/Eerste Eksekusieskuldenaar, en ESBARANZA BRUWER, Tweede Verweerder/Eksekusieskuldenaar

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 30 Augustus 1996, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 16 Januarie 1997 by die kantore van die Balju, Lochstraat 51, Meyerton, om 10:00:

Beskrywing: Sekere verbeterde/residensiële eiendom geleë in die Meyerton-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, synde Erf 506, Meyerton-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 1806 (eenduisend agthonderd-en-ses) vierkante meter. **Verbeterings:** 'n Teëldakwoning met vier slaapkamers, sitkamer, eetkamer, enkelgeriewe met 'n dubbel motorhuis.

Die straatadres van die eiendom is Juniusstraat 13, Meyerton-uitbreiding 3, Meyerton.

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/s van transport, en sal verkoop word aan die hoogste bieder sonder enige reserwe.
2. Die koper sal aan die Balju 10% (tien persent) van die koopprys betaal onmiddellik na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne (14) veertien dae vanaf die datum van die verkoop vir die balans van die koopprys.
3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% (negentig persent) van die koopprys van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlings moet met die Eksekusieskuldeiser getref word vir die verkoping.
4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof, gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Gedateer te Vereeniging op hierdie 3de dag van Desember 1996.

M. M. P. de Wet, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell & Maraisgebou, Lesliestraat 21, Vereeniging (Posbus 83), Vereeniging. [Tel. (016) 421-4471.] (Verw. mev. Harmse/NS0593.)

Saak No. 7174/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen STANDARD BANK VAN S.A. BEPERK, Eiser (Eksekusieskuldeiser), en ROELOF ERASMUS CLAASENS, Verweerder (Eksekusieskuldenaar)

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 17 Julie 1996, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 15 Januarie 1997 om 10:00, by die kantore van die Balju, Beaconsfieldlaan 41A, Vereeniging:

Beskrywing: Sekere verbeterde/residensiële eiendom geleë in die dorpsgebied Sonlandpark, Registrasieafdeling IQ, Transvaal, synde Erf 996, Sonlandpark-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 2463 (tweeënduisend vierhonderd drie-en-sestig) vierkante meter.

Verbeterings: 'n Vierslaapkamer teëldak woning met dubbelgeriewe, asook sitkamer, eetkamer, sitkamer, TV-kamer, kombuis en swembad.

Die straatadres van die eiendom is Naas Rautenbachstraat 8, Sonlandpark, Vereeniging.

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/s van transport, en sal verkoop word aan die hoogste bieder sonder enige reserwe.
2. Die koper sal aan die Balju 10% (tien persent) van die koopprys betaal onmiddellik na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne veertien (14) dae vanaf die datum van die verkoop vir die balans van die koopprys.
3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% (negentig persent) van die koopprys van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlings moet met die Eksekusieskuldeiser getref word vir die verkoping.
4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof, gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Gedateer te Vereeniging op hierdie 3de dag van Desember 1996.

M. M. P. De Wet, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell & Maraisgebou, Lesliestraat 21 (Posbus 83), Vereeniging. [Tel. (016) 21-4471.] (Verw. Mev. Harmse/NS0532.)

Saak No. 7711/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen STANDARD BANK OF S.A. LIMITED, Eiser (Eksekusieskuldeiser), en PHILLIPPUS RUDOLPH KOSTER, Eerste Verweerder, en IVANA KOSTER, Tweede Verweerder (Eksekusieskuldenaars)

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 2 Augustus 1996, sal die onderstaande eiendom verkoop word deur die Balju van die Landdroshof op 16 Januarie 1997 om 10:00, by die kantore van die Balju, Lochstraat 51, Meyerton:

Beskrywing: Sekere verbeterde/residensiële eiendom geleë in die dorpsgebied Golf Park, Registrasieafdeling IR, provinsie Gauteng, synde Erf 199, in die dorpsgebied van Golf Park, Registrasieafdeling IR, provinsie Gauteng, groot 1 089 (eenduisend nege-en-tagtig) vierkante meter.

Verbeterings: 'n Sinkdak woning met sitkamer, eetkamer, vier slaapkamers, twee badkamers, dubbelmotorhuis en swembad met beton omheining.

Die straatadres van die eiendom is Denneweg 50, Golf Park, Meyerton.

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/s van transport, en sal verkoop word aan die hoogste bieder sonder enige reserve.

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

3. Die Eksekusieskuldeiser sal die verskaffing van 'n lening tot hoogstens 90% (negentig persent) van die koopprys van die eiendom aan 'n goedgekeurde koper, gunstig oorweeg, en reëlins moet met die Eksekusieskuldeiser getref word vir die verkoping.

4. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju van die Landdroshof gedurende kantoorure en sal ook uitgelees word voor die eiendom opgeveil word.

Gedateer te Vereeniging op hierdie 3de dag van Desember 1996.

M. M. P. De Wet, vir Steyn Lyell & Marais, Tweede Verdieping, Steyn Lyell & Maraisgebou, Lesliestraat 21 (Posbus 83), Vereeniging. [Tel. (016) 421-4471.] (Verw. Mev. Harmse/NS0548.)

Case No. 875/96

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

**In the matter between UNITED BANK (a division of ABSA BANK LTD), Execution Creditor, and
DOREEN DISALLENG MOTWANA, Execution Debtor**

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 31 July 1996, the following property will be sold in execution by the Sheriff assisted by Michael James Organisation, on Tuesday, 14 January 1997 at 9:00, and from the premises of the said immovable property, namely:

Erf 193, Dunnottar Township, Registration Division IR, Gauteng, measuring 1 228 square metres, held under Deed of Transfer T64256/95, and also known as 15 Williamson Road, Dunnottar, Nigel.

Material conditions of sale:

1. The property shall be sold without a reserve price and to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder, the conditions of the title deed in so far as these are applicable and further subject to the conditions of sale which are referred to in paragraph 4 hereof.

2. The following improvements on the property are reported, but nothing is guaranteed: *Main building:* Brick building, corrugated iron roof, kitchen, lounge, three bedrooms and bathroom/toilet. *Outbuildings:* Concrete fencing, garage and outside room. *Sundries:* —

3. 10% (ten per cent) of the purchase price and auctioneer's charges in cash or by way of a bank-guaranteed cheque on the day of the sale, and the balance plus interest thereon at 19,25% (nineteen comma two five per cent) per annum is payable against registration of transfer, to be secured by a bank of building society or other acceptable guarantee to be furnished to the Sheriff or order within 21 (twenty-one) days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court at 69 Church Street, Nigel.

Dated at Springs this 26th day of November 1996.

A. F. Jansen, for Bennett McNaughton & Jansen, Attorneys for Execution Creditor, Prudentia Building, 65 Fifth Street, Springs.

Case No. 20327/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and WILLEM JANSE VAN RENSBURG, Defendant

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Landdros Mare Street, Pietersburg on 17 January 1997 at 10:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Pietersburg, 66 Platinum Street, Ladine, Pietersburg, and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Portion 95 of Erf 6416, Pietersburg Extension 11 Township, Registration Division LS, Northern Transvaal, known as 3 Cestrum Street, Flora Park, Pietersburg. *Improvements:* Two bedrooms, bathroom, separate toilet, lounge, kitchen, dining-room and garage.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT4529.)

Case No. 11668/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and WINSTON JOHN SMITH, First Defendant, and YVONNE CAROL SMITH, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at 38 Protea Street, Louis Trichardt, on 15 January 1997 at 10:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 30 Trichardt Street, Louis Trichardt, and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Erf 2029, in the Town of Louis Trichardt, Registration Division LS, Province of Northern Transvaal, known as 38 Protea Street, Louis Trichardt. *Improvements:* Lounge, dining-room, three bedrooms, bathroom, separate toilet, garage and kitchen.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT4281.)

Case No. 11805/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and EUGENE FOURIE, First Defendant, and TESSA FOURIE, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, on 10 January 1997 at 11:15.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Boksburg, at the above address and will also be read out by the Sheriff prior to the sale in execution.

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

Property: Erf 180, in the Township of Ravenswood Extension 9, Registration Division IR, Transvaal, known as 18 Wylie Street, Ravenswood, Boksburg. *Improvements:* Single storey, three bedrooms, two bathrooms, kitchen, two garages, lounge, dining-room.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT4267.)

Case No. 22925/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and THEPA JOHANNA MORE, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of the De Klerk Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 16 January 1997 at 10:00:

Property: Erf 645, Arcon Park Extension 1 Township, Registration Division IQ, Transvaal, known as 30 Gilia Street, Arcon Park Extension 1, Vereeniging.

Improvements: Single storey, lounge, dining-room, three bedrooms, bathroom, separate toilet, kitchen and garage.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Vereeniging, at the above address and will also be read out by the Sheriff prior to the sale in execution.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT2819.)

Case No. 5081/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and PETER DAVID SIMPSON, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the office of the Sheriff of the Supreme Court Wonderboom, Portion 83, De Onderstepoort (just north of the Sasko Mills), old Warmbaths Road, Bon Accord, on 24 January 1997 at 11:00:

Property: Erf 171, situated in the Township of Florauna, Registration Division JR, Transvaal, known as 789 Fauna Street, Florauna.

Improvements: Vacant land.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Wonderboom, at the above address and will also be read out by the Sheriff prior to the sale in execution.

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT2375B.)

Case No. 20612/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOSHIKO CASWELL RAMOKGADI RAMPHERI, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just North of the Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 17 January 1997 at 11:00:

Property: Section 11, as shown and more fully described on Sectional Plan SS21/75 in the scheme known as Paradys, and an undivided share in the common property apportioned to the said section in accordance with the participation quota known as Flat 104, Paradys, 778 Brits Road, Tileba, Pretoria North.

Improvements: Two and a half bedrooms, kitchen, lounge, bathroom and dining-room.

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

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

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. du Plooy/LVDM/GT 4542.)

Case No. 8701/94

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and EVATON MATHLO PROJECTS (PTY) LIMITED, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the main entrance of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 17 January 1997 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Vanderbijlpark, Suite C, Rietbok Building, General Hertzog Street, Vanderbijlpark, and will be read out prior to the sale.

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

Property: All right, title and interest to the leasehold in respect of Erf 2862, Evaton West Township, Registration Division IQ, Transvaal. *Improvements:* Six bedrooms, one and a half bathrooms and six kitchens.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. Du Plooy/LVDM/GT1556.)

Case No. 10011/96**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOSEPH MOGANEDE, First Defendant, and GLADYS WINNIE MOGANEDE, Second Defendant

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

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Witbank, 3 Rhodes Street, Witbank, and will also be read out by the Sheriff prior to the sale in execution.

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

Property: All right, title and interest to the leasehold in respect of Erf 1380, kwaGuqa Extension 3 Township, Registration Division JS, Transvaal. *Improvements:* Single storey, two bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT4212.)

Case No. 20095/96**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and P. J. WOLFAARDT WONINGS (PTY) LTD (91/00533/07), Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Dellville Street, Witbank, on Friday, 10 January 1997 at 10:00.

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

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

Property: Erf 150, Clewer Township, Registration Division JS, Transvaal, known as 150 Eaton Street, Clewer, Witbank. *Improvements:* Single storey, three bedrooms, kitchen, lounge, bathroom and dining-room.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. Du Plooy/LVDM/GT1395.)

Case No. 10668/94**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and STUART ANTHONY BOND, First Defendant, and SHEILA IRIS BOND, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the offices of the Sheriff, Fehrs Avenue Centre, 130B Struben Street, Pretoria, on Wednesday, 15 January 1997 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Pretoria South, Edenpark, Plot 83, Lyttelton Agricultural Holdings, Centurion, and will be read out prior to the sale.

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

Property: Erf 1145, Noordwyk Extension 10 Township, Registration Division JR, Transvaal, known as 1145 Chestnut Street, Noordwyk.

Improvements: Double storey, three bedrooms, two bathrooms, kitchen, dining-room, lounge, two garages, servants' ablutions and swimming-pool.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. B. Du Plooy/LVDM/GT1661.)

Saak No. 26/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KOSTER GEHOU TE KOSTER

In die saak tussen DIE SUID-AFRIKAANSE BROUERY BEPERK, Eiser, en J. VAN WYK, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Koster en kragtens 'n lasbrief gedateer 2 April 1996, sal die volgende eiendom van die Verweerder per publieke veiling vir kontant op Vrydag, 17 Januarie 1997 om 10:00, te die Landdroskantoor, Malanstraat, Koster, aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 107, geleë in die dorpsgebied Koster, groot 2 855 vierkante meter, gehou kragtens Transportakte T109499/95.

Die eiendom bestaan onder andere uit die volgende: Sit/eetkamer, drie slaapkamers, kombuis, twee badkamers en TV-kamer.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 15,5% (vyftien komma vyf persent) per jaar vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, en waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Voortrekkerstraat 169, Bloemfontein.

Geteken te Bloemfontein op hierdie 3de dag van Desember 1996.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, Voortrekkerstraat 169, Bloemfontein.

Case No. 2081/95

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

In the matter between MERCANTILE BANK LTD, Plaintiff, and MOHAPI SAKIE MOKOENA, Defendant

On 17 January 1997 at 10:00, a public auction sale will be held in front of the Magistrate's Court, Vanderbijlpark, at which the Sheriff pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Stand 16119, Sebokeng Extension 21, together with all erections or structures thereon in the Township of Sebokeng, held under Deed of Grant TL47318/91, measuring 150 square metres.

The material conditions of sale are:

1. Voetstoots and without reserve.
2. Deposit of 10% (ten per cent) cash immediately after the sale. Guarantee for balance within 30 days after the sale.
3. Possession and occupation on payment of deposit and costs.
4. Further conditions available for inspection at Sheriff's Office.

Dated at Vanderbijlpark this 28th day of November 1996.

De Klerk, Vermaak & Partners Inc., Third Floor, Omega Building, Vanderbijlpark.

Saak No. 2081/95**IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK****In die saak tussen MERCANTILE BANK BPK, Eiser, en MOHAPI ZAKIE MOKOENA, Verweerder**

Ooreenkomstig 'n vonnis van die Landdros in die bogemelde Agbare Hof, en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op 17 Januarie 1997 om 10:00, voor die Landdroskantoor, Vanderbijlpark, per publieke veiling deur die Balju, Vanderbijlpark, verkoop word:

Erf 16119, Sebokeng-uitbreiding 21, tesame met die verbeteringe of geboue daarop geleë in die dorpsgebied Sebokeng, gehou kragtens sertifikaat van geregistreerde toekenning van Huurpag TL47318/91, grootte 150 vierkante meter.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie): Losstaande baksteen en/of sementwoonhuis onder sinkdak bestaande uit sitkamer, badkamer, kombuis en slaapkamer/s.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 30 dae na veiling.
3. Besit en okkupasie teen betaling van deposito en kostes.
4. Verdere voorwaardes by Balju ter insae.

Gedateer te Vanderbijlpark hierdie 28ste dag van November 1996.

De Klerk, Vermaak & Vennote Ing., Derde Verdieping, Omegagebou, Vanderbijlpark.

Case No. 20727/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF RANDBURG HELD AT RANDBURG****In the matter between BUSA CARPETS & INTERIORS, Plaintiff, and ERF 165 CRAIGHALL CC, First Defendant, J P HOMES CONSTRUCTION CC, Second Defendant, and JOHN PROIMOS, Third Defendant**

In execution of a judgment of the Magistrate's Court of Randburg, in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Randburg, on 16 January 1997 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, 10 Conduit Street, Kensington B, Randburg, prior to sale:

Erf 1681, Bryanston, Registration Division IR, Province of Gauteng, measuring 4 802 (four thousand eight hundred and two) square metres, being 18 Dover Road, Bryanston, Sandton.

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

Main building: Lounge, dining-room, two bathrooms, three bedrooms and kitchen. *Outbuildings:* Servants' quarters, store-room, double garage and granny flat consisting of bedroom and bathroom. *Garden:* Swimming-pool.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per cent) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Cliffe Dekker & Todd Inc., Plaintiff's Attorneys, 10th Floor, Sanlam Centre, Pretoria Street, Randburg; P.O. Box 1887, Randburg, 2125. (Tel. 787-1008.) (Ref. T. S. Fletcher/EdeL/M37385.)

Saak No. 131/96**IN DIE LANDDROSHOF VIR DIE DISTRIK BELFAST GEHOU TE BELFAST****In die saak tussen STADSRAAD VAN BELFAST, Eiser, en mnre. WALDECK VERVOER, Verweerder**

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 2 September 1996 toegestaan is, op 10 Januarie 1997 om 10:00, te die Landdroskantore, Van Riebeeckstraat, Belfast, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Belfast, vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

Erf 1269, geleë in die dorpsgebied Belfast, Registrasieafdeling JT, Mpumalanga, groot 3 881 vierkante meter.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Belfast op hierdie 27ste dag van November 1996.

Victor D. Weiman & Seuns, Vermootenstraat (Posbus 11), Belfast, 1100. [Tel. (01325) 3-1155/6.] (Verw. mnr. A. van Zyl.)

Saak No. 129/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BELFAST GEHOU TE BELFAST

In die saak tussen STADSRAAD VAN BELFAST, Eiser, en mnre. WALDECK VERVOER, Verweerder

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 11 November 1996 toegestaan is, op 10 Januarie 1997 om 10:00, te die Landdroskantore, Van Riebeeckstraat, Belfast, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Belfast, vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

Erf 1284, geleë in die dorpsgebied Belfast, Registrasieafdeling JT, Mpumalanga, groot 6 888 vierkante meter.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Belfast op hierdie 27ste dag van November 1996.

Victor D. Weimar & Seuns, Vermootenstraat (Posbus 11), Belfast, 1100. [Tel. (01325) 3-1155/6.] (Verw. mnr. A. van Zyl.)

Saak No. 553/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BELFAST GEHOU TE BELFAST

In die saak tussen STADSRAAD VAN BELFAST, Eiser, en mnr. I. M. MC KENZIE, Verweerder

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstek vonnis wat in bogemelde saak op 11 Desember 1995 toegestaan is, op 10 Januarie 1997 om 10:00, te die Landdroskantore, Van Riebeeckstraat, Belfast, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Belfast, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Erf 97, geleë in die dorpsgebied Belfast, Registrasieafdeling JT, Mpumalanga, groot 2 855 vierkante meter.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Belfast op hierdie 25ste dag van November 1996.

Victor D. Weimar & Seuns, Vermootenstraat, Posbus 11, Belfast, 1100. [Tel. (01325) 3-1155/6.] (Verw. mnr. A. van Zyl.)

Case No. 11727/95

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

In the matter between B & B SALES, Plaintiff, and MARGARET TEMBANI XABA, Defendant

Be pleased to take notice that pursuant to a judgment in the Germiston Magistrate's Court dated 28 September 1995 and a warrant of execution dated 12 October 1995, the following property will be sold in execution on 20 January 1997 at 10:00, on the Sheriff's Office, Third Floor, United Building, 177 President Street, Germiston:

Erf 116, Rondebult, Registration Division IR, Gauteng, held under Deed of Transfer T29873/1995, known as 5 Outeniqua Street, Rondebult.

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

Main building: Three bedrooms, bathroom and toilet, shower and toilet, lounge and kitchen.

Outbuildings: Garage, servant's room and tiled roof.

The material conditions of the sale are:

- (a) The sale will be by public auction, without reserve and will be voetstoots.
- (b) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, water and electricity charges.
- (c) The purchaser shall be paid as at 10% (ten per centum) thereof on the day of the sale unless otherwise agreed in writing and the unpaid balance, together with interest thereon at the rate specified on the warrant of execution issued in this matter or 20% (twenty per centum) per annum whichever is the greater calculated from the date of the sale to date of payment, within 14 (fourteen) days of the date of sale or secured by the bank or building society guarantee approved by the Plaintiff.
- (d) Failing compliance with any of the provisions of the conditions of sale, the purchaser shall forfeit for the benefit of the Plaintiff the deposit referred to in (c) above, without prejudice to any claim any party may have against the purchaser.

The conditions of sale which shall be read immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, Germiston South.

Dated at Edenvale on this 25th day of November 1996.

Schoonees, Belling & Georgiev, Plaintiff's Attorneys, Three Fountains Centre, 65 Van Riebeeck Avenue, Edenvale. (Tel. 609-2123.) (Ref. Mr Georgiev/JJ/B588.)

Saak No. 188/96

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen ABSA BANK BEPERK, handeldrywend as VOLKSKAS BANK, Eksekusieskuldeiser, en GEORGHIOS CHRISTODOULOU, Eksekusieskuldenaar

Ter uitwinning van 'n vonnis van die Landdroshof, Germiston, en 'n lasbrief vir eksekusie gedateer 13 Augustus 1996, sal die volgende onroerende eiendom in eksekusie verkoop word deur Property Mart Afslasers, op 29 Januarie 1997 om 11:00, by die betrokke perseel self, te wete:

Gedeelte 14, Erf 19, Edenvale-dorpsgebied, Registrasieafdeling IR, Gauteng, groot 991 (negehonderd een-en-negentig) vierkante meter, gehou kragtens Akte van Transport T41425/90, en beter bekend as Derde Laan 92, Edenvale.

Wesenlike verkoopvoorwaardes:

1. Die gemelde eiendom sal verkoop word sonder 'n reserweprys en per openbare veiling en die verkoping sal onderhewig wees aan die bepalings van die Landdroshofwet en reëls daarvolgens neergelê, die voorwaardes van die transportakte en verder onderhewig aan die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.
2. Die verbeterings op die gemelde eiendom word soos volg beskryf, meer geen waarborg word in hierdie opsig gegee nie:
Hoofgebou: Drie slaapkamers, badkamer, gaste-toilet, sitkamer en kombuis.
3. 10% (tien persent) van die koopprys en afslaserskoste by die verkoping in kontant, of by wyse van 'n bankgewaarborgde tjek en die balans plus rente teen 18,25% (agtien komma twee vyf persent) per jaar moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskap- of ander aanvaarbare waarborg, wat binne 30 dae na datum van verkoping aan die Balju voorsien moet word.
4. Volledige verkoopvoorwaardes wat deur Property Mart Afslasers net voor die verkoping uitgelees word, is in hul kantoor te Eerste Verdieping, Poger Bastion Assuransiegebou, Louis Bothalaan 244, Orange Grove, asook die Baljukantore, Germiston, te Vierde Verdieping, Standard Towers, Presidentstraat, Germiston, gedurende normale kantoorure ter insae beskikbaar.

Gedateer te Kempton Park op die 3de dag van Desember 1996.

C. B. Sadler, vir Nel, Oosthuizen & Krüger, p/a Boela van der Merwe, Prokureurs vir Eiser, Melodysentrum 206, Meyerstraat, Germiston. (Verw. CK/sv/A2/AIC504.)

Saak No. 1665/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

In die saak tussen EERSTE NASIONALE BANK, Eiser, en PAUL STEFANUS POTGIETER, Verweerder

Ter uitvoering van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 28 Augustus 1996, sal die onderstaande eiendom verkoop word op 9 Januarie 1997 om 10:00, by die kantore van die Balju te Lochstraat 51, Meyerton:

Die volgende onroerende eiendom sal te koop aangebied word Erf 199, in die dorpsgebied Noldick, Registrasieafdeling IR, provinsie Gauteng, groot 1 093 (een nul nege drie) vierkante meter, gehou kragtens Akte van Transport T55657/93 en ook bekend as Ashstraat 7, Noldick, Meyerton. (Hierdie inligting word verskaf maar nie gewaarborg nie.)

Verkoopvoorwaardes:

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

2. Die koopprys sal betaalbaar wees as volg:

(a) 10% (tien persent) van die koopprys in kontant op die dag van verkoping of deur middel van 'n erkende bank- of bougenootskapwaarborg gelewer op die dag van die verkoping;

(b) die balans, tesame met rente daarop betaalbaar bereken teen 19,25% (negentien komma twee vyf persent) per jaar vanaf datum van verkoping tot en met datum van registrasie van transport van eiendom in naam van die koper, betaalbaar is in kontant 14 (veertien) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word binne 14 (veertien) dae na die datum van verkoping en welke waarborg vry van kommissie aan die Balju, Landdroshof te Meyerton, betaal moet wees teen registrasie van die eiendom in die naam van die koper.

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

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

5. Die eiendom sal verkoop word onderhewig aan enige huidige huurtermyn.

Geteken te Meyerton op hede die 2de dag van Desember 1996.

Gerrie Odendaal Prokureur, Prokureur vir Eiser, Lochstraat 47 (Posbus 566), Meyerton. [Tel. (016) 62-0116.] (Verw. G. H. Odendaal/lv.)

Case No. 1777/94

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

In the matter between NBS BANK LIMITED, Plaintiff, and K & K BELEGGINGS BK, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 8 November 1994 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court, on 24 January 1997 at 09:00, at the Magistrate's Court, Brits, Van Velden Street, Brits, to the highest bidder:

Certain Erf 2889, situated in the Township of Brits Extension 19, Registration Division JQ, Transvaal, measuring 1 033 square metres, situated at 8 Springbok Street, Brits.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and the rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: Vacant land.

Payment: The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.

Conditions: The full conditions of sale may be inspected at the Sheriff's Offices at 9 Smit Street, Brits.

Dated at Pretoria on this 5th day of December 1996.

C. Lindeque, for Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane (P.O. Box 196 and 6290), Pretoria, 0001. (Tel. 328-5847/326-2156.) (Ref. Miss Lindeque/KB/N1223.)

Case No. 77607/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and MAPULA, ROSINA MOLEWA, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 6 November 1996 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 21 January 1997 at 10:00, at N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria, to the highest bidder:

Certain:

(a) Section 54, as shown and more fully described on Sectional Plan SS 847/94 in the scheme known as Park Gardens in respect of the land and building or buildings situated at Erf 3122, Pretoria Township, Local Authority Pretoria Metropolitan Substructure, measuring 114 square metres;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Situated at: 309 Park Gardens, Van der Walt Street, Pretoria.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and the rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: Flat with lounge/dining-room, kitchen, three and a half bedrooms, bathroom, shower and toilet. *Outbuildings:* Garden, drying area and parking.

Payment: The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.

Conditions: The full conditions of sale may be inspected at the Sheriff's Offices, at Messcor House, 30 Margaretha Street, Pretoria Central.

Dated at Pretoria on this 5th day of December 1996.

C. Lindeque, for Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane (P.O. Box 196 and 6290), Pretoria, 0001. (Tel. 328-5847/326-2156.) (Ref. Miss C. Lindeque/KB/N2250.)

Case No. 56095/94

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

In the matter between NBS BANK LIMITED, Plaintiff, and REEVA PRINSLOO, First Defendant, and BEAULAH PRINSLOO, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 11 July 1995 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 22 January 1997 at 10:00, at Fehrs Avenue Centre, 130A Struben Street, Pretoria, to the highest bidder:

Certain Portion 3 of Erf 796, situated in the Township of Muckleneuk, Registration Division JR, Transvaal, measuring 1 491 square metres, situated at 186 Ridge Street, Muckleneuk, Pretoria.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: Dwelling: Lounge, dining-room, study, kitchen, three bedrooms, bathroom and toilet. *Outbuildings:* Single garage, servant's room, toilet and laundry. *Other:* Slasto paving, swimming-pool, aircon, brick and concrete walls.

Payment: The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.

Conditions: The full conditions of sale may be inspected at the Sheriff's Offices at Pretoria East, Fehrs Avenue Centre, 130A Struben Street, Pretoria.

Dated at Pretoria on this 5th day of December 1996.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane (P.O. Box 196 and 6290), Pretoria, 0001. (Tel. 328-5847/326-2156.) (Ref. Miss C. Lindeque/KB/N1292.)

Case No. 56965/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and BAREND JOHANNES VAN DER WALT, First Defendant, and CHARLOTTE CATHARINA VAN DER WALT, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 30 August 1996 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 22 January 1997 at 10:00, at Fehrs Avenue Centre, 130A Struben Street, Pretoria, to the highest bidder:

Certain Erf 3436, situated in the Township of Faerie Glen Extension 34, Registration Division JR, Gauteng, measuring 1 152 square metres, situated at 1039 Zebedela Street, Faerie Glen Extension 34, Pretoria.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: Dwelling: Double storey. Ground floor: Entry, lounge, dining-room, study, kitchen, pantry, living-room, three bedrooms, two bathrooms, shower and two w.c.'s. First floor: Lounge, living-room, entry, kitchen, pantry, three bedrooms, two bathrooms, shower and two w.c.'s. Outbuildings: Double garage, servant's room and toilet.

Payment: The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.

Conditions: The full conditions of sale may be inspected at the Sheriff's Offices at Pretoria East, Fehrs Avenue Centre, 130A Struben Street, Pretoria.

Dated at Pretoria on this 5th day of December 1996.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane (P.O. Box 196 and 6290), Pretoria, 0001. (Tel. 328-5847/326-2156.) (Ref. Miss C. Lindeque/KB/N2145.)

Case No. 4502/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and JACOB CHRISTIAAN HAYMAN, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 20 August 1996 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 21 January 1997 at 10:00, at NG Sinodale Sentrum, 234 Visagie Street, Pretoria, to the highest bidder:

Certain Erf 712, situated in the Township of Queenswood, Registration Division JR, Province of Gauteng, measuring 1 105 square metres, situated at 1244 Kirby Street, Queenswood, Pretoria.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: Dwelling: Lounge, dining-room, kitchen, three bedrooms, bathroom, shower and toilet. Outbuildings: Double carport, servant's room, toilet and shower, brick and concrete walls, patio/stoep, trellis and gates, drive and pavings.

Payment: The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.

Conditions: The full conditions of sale may be inspected at the Sheriff's Offices at Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria Central.

Dated at Pretoria on this 5th day of December 1996.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane (P.O. Box 196 and 6290), Pretoria, 0001. (Tel. 328-5847 and 326-2156.) (Ref. Miss C. Lindeque/KB/N1945.)

Case No. 18774/96

PH 416

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and METSING, MOSELI SELLALA, First Defendant, and METSING, MASETHO EMMAH, 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 28 Kruger Avenue, 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 Portion 9 of Erf 1497, Ironsyde, Registration Division IQ, Province of Gauteng, held under Deed of Transfer T20077/91.

Situation: 9 Victoria Road, Ironsyde Agricultural Holdings.

Area: 1 056 (one thousand and fifty-six) square metres.

Improvements (not guaranteed): Single storey, three bedrooms, two bathrooms, kitchen, dining-room, lounge, family room and garage.

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

Auctioneer's charges are payable and calculated at 5% (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 3rd day of December 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/p322.)

Case No. 22458/96

PH 416

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and LUDICK, FRANCOIS, 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 Erf 226, Arcon Park, Registration Division IR, Province of Gauteng, held under Deed of Transfer T15152/1995.

Situation: 4 Aloe Street, Arcon Park.

Area: 1 487 (one thousand four hundred and eighty-seven) square metres.

Improvements (not guaranteed): Three bedrooms, two bathrooms, kitchen, dining-room, lounge, study, family room and two garages.

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

Auctioneer's charges are payable and calculated at 5% (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 3rd day of December 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/p332.)

Saak No. 10000/96

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

In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en JAMES CHRISTIAN STANDER, Eerste Vonnisskuldenaar, en HEATHER ANN STANDER, Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 29 Oktober 1996, sal die volgende eiendom verkoop word in eksekusie, op 6 Februarie 1997 om 10:00, by die Balju se kantoor, Parkstraat 8, Kempton Park, nl.:

Erf 1544, Kempton Park-uitbreiding 5, geleë te 60 Duvenhagelaan, Kempton Park-uitbreiding 5, groot 991 (negehonderd een-en-negentig) vierkante meter.

Verkoopvoorwaardes:

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

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

3. Die koopprys is betaalbaar soos volg: 20% (twintig persent) van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van koop.

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

Slabbert & Visser, Vierde Verdieping, Bybelhuis, Centraallaan 18 (Posbus 47), Kempton Park. (Tel. 975-4941.)

Saak No. 8882/96

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

In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en THABO ISAK MOKOENA, Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 7 Oktober 1996 sal die volgende eiendom verkoop word in eksekusie op 16 Januarie 1997 om 10:00, by die Balju se kantoor, Parkstraat 8, Kempton Park, naamlik:

Die Vonnisskuldenaar se reg, titel en aanspraak in en tot Erf 543, Lekaneng-dorpsgebied, geleë te Erf 543, Lekaneng-dorpsgebied, groot 273 vierkante meter.

Verkoopvoorwaardes:

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

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

3. Die koopprys is betaalbaar soos volg: 20% (twintig persent) van die verkoopprys by die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.

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

Slabbert & Visser, Vierde Verdieping, Bybelhuis, Centraallaan 18 (Posbus 47), Kempton Park. (Tel. 975-4941.)

Saak No. 4983/94

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA BANK BEPERK, handeldrywende as VOLKSKAS BANK, Eiser, en LOUIS JOHANNES NICOLAAS BEZUIDENHOUT, Verweerder

'n Openbare veiling sonder reserweprys word gehou te Balju, Brits, Smitstraat 9, Brits, op 10 Januarie 1997 om 08:30, van: Erf 222, Brits, Registrasieafdeling JQ, Transvaal, groot 1 016 (eenduisend en sestig) vierkante meter, gehou kragtens Akte van Transport T11332/86.

Straatadres: Robertsonstraat 31, Brits.

Verbeterings: Sitkamer, eetkamer, kombuis, drie en 'n halwe slaapkamers en een en 'n halwe badkamer.

Konstruksie: Vloer: Matte en novilon. *Dak:* Sink. *Mure:* Baksteen. *Plafon:* Komposisieboard.

Buitegeboue: Twee motorhuise, slaapkamer, kombuis, toilet en stoorkamer.

Die omvang in verbeterings word nie gewaarborg nie.

Verkoopvoorwaardes lê ter insae by Balju, Brits, Smitstraat 9, Brits.

E. J. J. Geyser, vir Rooth & Wessels, Pretoria. (Tel. 325-2940.) (Verw. EG/M. Mare/ A1304.)

Case No. 6875/95

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

In the matter between NBS BANK LIMITED, Plaintiff, and MARTIN HARMSE, First Defendant, and LIZELLE HARMSE, Second Defendant

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

Property: Erf 3357, Noordheuwel Extension 4 Township, Registration Division IQ, the Province of Gauteng, measuring 1 063 (one thousand and sixty three) square metres, situated at 9 Fish Road, Noordheuwel Extension 4, 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 Magistrates' Courts Act, the conditions of sale and payment of a 10% (ten per cent) deposit.

Van Rensburg, First Floor, NBS Building, Monument Street, Krugersdorp. (Tel. 763-3856.) (Ref. C. van Molendorff/N60.)

Case No. 5808/96

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and PATRICIA CHARLOTTE DE KLERK, Defendant

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

Erf 861, West Krugersdorp Township, Registration Division IQ, Province of Gauteng, measuring 565 (five hundred and sixty-five) square metres, situated at 27 Gould Street, West 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 Magistrates' Courts Act, the conditions of sale and payment of a 20% (twenty percent) deposit.

Van Rensburgs, First Floor, NBS Building, Monument Street, Krugersdorp. (Tel. 763-3856.) (Ref. C. van Molendorff/IS1843.)

Case No. 3239/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and JOSHUA SELLO MORE, Defendant

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

All right, title and interest in and to the leasehold in respect of Erf 12692, Kagiso Extension 8 Township, Registration Division IQ, Province of Gauteng, measuring 375 (three hundred and seventy-five) square metres, situated at 12692 Kagiso Extension 8, 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 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/N104.)

Case No. 1834/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and RODOLPH LOUIS VAN DER MERWE,
First Defendant, and ANDREWLINE VAN DER MERWE, Second Defendant**

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

Erf 168, Dan Pienaarville Extension 1 Township, Registration Division IQ, Province of Gauteng, measuring 814 (eight hundred and fourteen) square metres, situated at 11 Armstrong Street, Dan Pienaarville, Krugersdorp, will be sold in execution on 22 January 1997 at 10:00, by the Sheriff at his offices, Klaburn Court, 22B Ockerse Street, Krugersdorp.

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

Van Rensburgs, First Floor, NBS Building, Monument Street, Krugersdorp. (Tel. 763-3856.) (Ref. C. van Molendorff/N109.)

Case No. 585/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and PETRUS MZWANDILE MNCEDI, Defendant

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

Erf 4007, Mohlakeng Township, Registration Division IQ, Province of Gauteng, measuring 280 (two hundred and eighty) square metres, situated at 4007 Mohlakeng, Randfontein, will be sold in execution on 10 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 10% (ten per centum) deposit.

Van Rensburgs, First Floor, NBS Building, Monument Street, Krugersdorp. (Tel. 763-3856.) (Ref. C. van Molendorff/N74.)

Saak No. 5525/96

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

In die saak tussen NBS BANK BEPERK, Eiser, en SHAUN CAMPBELL, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 5 Julie 1996, eiendom hieronder uiteengesit en in eksekusie verkoop op 30 Januarie 1997 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Deel 4, Deelplan SS809/95, Suncrest, Erf 1001, Norkem Park-uitbreiding 1-dorpsgebied, Plaaslike Regering: Kempton Park/Tembisa Metropolitaanse Substruktuur, in die distrik Kempton Park, ook bekend as Suncrest 4, Mooirivierlyaan, Norkem Park, 60 m² (sestig vierkante meter) groot, en 'n onverdeelde aandeel in die gemeenskaplike eiendom toegeken aan die deel in ooreenstemming met die deelnemende kwota soos geëndoseer op die Deelplan.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Twee slaapkamers, badkamer, toilet, sitkamer, kombuis, motorhuis, teëldak en oprit.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito in kontant van 10% (tien persent) en die balans teen registrasie van transport.
2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 20ste dag van November 1996.

C. Krüger, vir Nel, Oosthuizen & Krüger, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. CK/sv/M424/MIC554.)

Saak No. 846/96

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

In die saak tussen NBS BANK BEPERK, Eiser, en THOMAS JEFFERSON BUYS, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 4 Maart 1996, eiendom hieronder uiteengesit en in eksekusie verkoop op 6 Februarie 1997 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Gedeelte 38, Deeltitel Plan SS810/95, Suncrest, Erf 1001, Norkem Park-uitbreiding 1-dorpsgebied, Plaaslike Owerheid: Kempton Park/Tembisa Metropolitaanse Substruktuur, in die distrik Kempton Park, ook bekend as Suncrest 38, Mooirivierlyaan, Kempton Park, 60 m² (sestig vierkante meter) groot, en 'n onverdeelde gedeelte in die gemeenskaplike eiendom toegeken aan die genoemde gedeelte in ooreenstemming met die deelnemende kwota.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Twee slaapkamers, badkamer, toilet, sitkamer, kombuis, motorhuis, teëldak, motorafdak en oprit.

Voorwaardes van verkoping:

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

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

Aldus gedoen en geteken te Kempton Park op hede hierdie 18de dag van November 1996.

C. Krüger, vir Nel, Oosthuizen & Krüger, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. CK/sv/MIB966.)

Saak No. 14787/95

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

In die saak tussen NBS BANK BEPERK, voorheen bekend as NATAL BOUVERENIGING BEPERK, Eiser, en BEN MASHININI, Eerste Verweerder, en NTOMBI VERONICA MASHININI, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie gedateer 11 Januarie 1996 eiendom hieronder uiteengesit en in eksekusie verkoop op 30 Januarie 1997 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Reg, titel en belang gehou deur Verweerders oor sekere Erf 316, Elindinga-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, ook bekend as Elindinga Seksie 316, Tembisa, 230 m² (tweehonderd-en-dertig) vierkante meter groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Twee slaapkamers, badkamer, toilet, eetkamer, kombuis en teëldak.

Voorwaardes van verkoping:

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

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

Aldus gedoen en geteken te Kempton Park op hede 28ste dag van November 1996.

C. Krüger, vir Nel, Oosthuizen & Krüger, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. CK/sv/M352/MIM273.)

Saak No. 40414/96

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen EERSTE NASIONALE BANK BEPERK, Eiser, en JAN JOHANNES VAN DEN HEEVER, Eerste Verweerder, en RONETTE VAN DEN HEEVER, Tweede Verweerder

Ingevolge 'n vonnis van die Landdroshof te Johannesburg en 'n lasbrief vir eksekusie gedateer 28 Augustus 1996, sal die volgende eiendom in eksekusie verkoop word te die Landdroshofkantore, Rietbokgebou, hoek van Hertzogstraat, Vanderbijlpark, op 10 Januarie 1997 om 10:00, aan die hoogste bieder naamlik:

Erf 475, Vanderbijlpark 2-dorpsgebied, Registrasieafdeling IQ, Transvaal, groot 934 (negehonderd vier-en-dertig) vierkante meter, gehou kragtens Titellakte No. T7266/92, ook bekend as Rutherford Boulevard 37, Vanderbijlpark.

Die volgende inligting word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie: *Hoofgebou*: Sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet. *Buitegeboue*: Garage, buitegebou en buite toilet. *Titelakte voorwaarde*: Streng vir woning doeleindes alleenlik.

Terme: Tien persent (10%) van die koopprys in kontant betaalbaar ten tye van die verkoping en die balans teen registrasie van transport, verseker te word deur 'n goedgekeurde bank- of bouverenigingwaarborg binne 15 (vyftien) dae na datum van verkoping.

Die verkoopvoorwaardes mag gedurende kantoorure te Kantore van die Balju vir Vanderbijlpark ondersoek word.

Gedateer te Johannesburg op 12 November 1996.

Brian Alberts & Vennote, Eerste Verdieping, Proteasentrum, hoek van High- en Fortunastraat, Brixton. (Verw. Alberts KB 52/96B.)

Case No. 19671/94

PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and ROETS WIETSCHÉ, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at 45 James Crescent, Halfway House, on Wednesday, 8 January 1997 at 13:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Midrand, 45 James Crescent, Halfway House:

Erf 305, Erand Agricultural Holdings Extension 2, Registration Division JR, Transvaal, measuring 2,5313 hectares, held by the Defendant under Deed of Transfer T21845/1980, being 305 Seventh Road, Halfway House.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, dining-room, lounge, study, family room, kitchen, laundry, bathroom/toilet, bathroom/toilet/shower, outside bathroom/toilet, three garages and two servants' quarters.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg this 11th day of November 1996.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z62783/JHBFCLS/Mr Stott/Mrs Monsanto.)

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:

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 10 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. 8760/95

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

**In the matter between KRUGERSDORP TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and
ROBERT MURRAY PEDDER, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 13 May 1996, the following property will be sold in execution on Wednesday, 22 January 1997 at 10:00, in front of the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, to the highest bidder, viz:

Erf 1219, Kenmare Extension 4 Township, Registration Division IQ, Province of Gauteng, measuring 1 547 (one thousand five hundred forty-seven) square metres, held by Deed of Transfer T23691/1986, known as 46 Longford Street, Kenmare Extension 4, upon which there is said to be erected a detached single-storey dwelling-house under sink roof and consisting of three bedrooms, lounge, study, two bathrooms, kitchen and scullery. The outbuildings consists of dubble garage and servants' quarters. No guarantee is however given in regard to the foregoing description.

Terms: R5 000 (five thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved bank or building society's guarantee to be delivered within 21 (twenty-one) days, after date of sale the purchaser to pay transfer costs, rates etc. The property will be sold voetstoots subject to any tenancy or right of occupation.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Phillips & Osmond, Execution Creditor's Attorneys, Second Floor, Trust Bank Centre, Burger Street, Krugersdorp. (Ref. AVDB/AR/K2770.)

Saak No. 8868/96

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

**In die saak tussen NBS BANK BEPERK (voorheen bekend as NATAL BOUVERENIGING BEPERK), Eiser, en
SENTHUMULE FREDDY MONYANYEDI, Eerste Verweerder, en MADILE DOROTHY MONYANYEDI, Tweede Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park, en 'n lasbrief vir eksekusie gedateer 8 Oktober 1996, eiendom hieronder uiteengesit en in eksekusie verkoop op 30 Januarie 1997 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieder.

Sekere Erf 1005, Maokeng-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, in die distrik Kempton Park, ook bekend as Maokeng-uitbreiding 1 No. 1005, Tembisa, 266 (tweehonderd ses-en-sestig) vierkante meter groot.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Twee slaapkamers, badkamer, toilet, sitkamer, kombuis en teëldak.

Voorwaardes van verkoping:

1. Die koopprys sal betaalbaar wees synde 'n deposito van 10% (tien persent) en die balans teen registrasie van transport.
2. Die volle voorwaardes van verkoping sal gelees word onmiddellik voor die verkoping, en sal ter insae lê by die kantoor van die Balju, Kempton Park. 'n Substansiële banklening mag vir 'n goedgekeurde koper toegestaan word met vooraf goedkeuring.

Aldus gedoen en geteken te Kempton Park op hede hierdie 25ste dag van November 1996.

C. Krüger, vir Nel, Oosthuizen & Krüger, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. CK/sv/M456/MIM412.)

Case No. 19730/96

PH 46—K49

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Judgment Creditor, and
Mr JOSE ANTONIO GOMES, Judgment Debtor**

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 3 July 1996, issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, in front of the Johannesburg Magistrate's Court House, corner of Fox and West Streets, Johannesburg, to the highest bidder on 24 January 1997 at 10:00:

Certain Erf 762, Kenilworth Township, Registration Division IR, Province of Gauteng, measuring 495 square metres, held by Deed of Transfer T21706/88 (known as 119 Great Britain Street, Kenilworth, Johannesburg).

Conditions of sale:

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

2. The following improvements on the property is reported but nothing is guaranteed: Single-storey residence, consisting of sunroom, living-room, three bedrooms, kitchen, bathroom and shower. Outbuildings consists of garage.

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 Johannesburg South.

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

Krowitz Perlow & Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South (P.O. Box 2642), Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. C. A. Perlow/TK/N607.)

Case No. 38330/96

PH 46—K49

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Judgment Creditor, and
Ms EUNICE ESTA BOEZAK, Judgment Debtor**

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 5 July 1996, issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, in front of the Johannesburg Magistrate's Court-house, corner of Fox and West Streets, Fox Street entrance, Johannesburg, to the highest bidder on 24 January 1997 at 10:00:

Certain Section 14, as shown and more fully described on Sectional Plan SS100/88 in the scheme known as Beaconsfield Court, in respect of the land and building or buildings situated at the Province of Gauteng, in the area of the Local Authority of the Greater Johannesburg Metropolitan Council, together with an undivided share in the common property in the land and building or buildings as shown and more fully describe on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 83 square metres, held by Deed of Transfer ST8406/1991 (known as 14 Beaconsfield Court, 54 Edith Cavell Street, Hillbrow, Johannesburg).

Conditions of sale:

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

2. The following improvements on the property is reported but nothing is guaranteed: Single-storey residence, consisting of bedroom, kitchen, entrance hall, lounge, bathroom and separate water closet.

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 Johannesburg Central.

Dated at Johannesburg on this the 25th day of November 1996.

Krowitz Perlow & Hertz, Plaintiff's Attorneys, Second Floor, 14 New Street South (P.O. Box 2642), Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. C. A. Perlow/TK/N602.)

Saak No. 6544/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en STEPHEN MADODA
MKHWANAZI, Eerste Verweerder, en ELIZABETH DUDUZILE YIKA, Tweede Verdieping**

Op Woensdag, 22 Januarie 1997 om 10:00, sal 'n openbare verkoping gehou word by die kantoor van die Balju van die Landdroshof, Alberton, te St Columbstraat 8, New Redruth, Alberton, by welke geleentheid die Balju van die Landdroshof, Alberton, volgens die vonnis van die Hof in hierdie geding, lasbrief vir eksekusie uitgereik ingevolge daarvan en eks-kuratorale beslaglegging en daarvolgens sal verkoop die eiendom bekend as:

Sekere Erf 3074, Likole-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, geleë te 3074 Likole-uitbreiding 1, Katlehong, groot 230 (twee honderd-en-dertig) vierkante meter, gehou kragtens Sertifikaat van Geregisteerde Huurpag TL49420/92.

Verbeterings: Die eiendom bestaan uit 'n onvoltooide residensiële woning (nie gewaarborg nie).

Wesenlike terme:

1. Onmiddellik na die verkoping moet die koper 'n deposito van 10% (tien persent) van die koopprijs tesame met Baljekommissie betaal en die balans asook rente moet binne 30 (dertig) dae na die verkoopdatum betaal word of gewaarborg word by wyse van onvoorwaardelike of goedgekeurde bank- en/of bouvereniging- waarborg aan die Balju van die Landdroshof en/of enige ander persoon of persone as wat hy mag bepaal betaalbaar by oordrag van die eiendom aan die verkoper.
2. Die koopprijs sal rente dra teen die koers van tyd tot tyd ingevolge van die verband oor die eiendom gehou deur die Eiser wat 18,25% (agtien komma twee vyf persent) per jaar was op die tydstip van die voorbereiding van die voorwaardes van datum van verkoping tot datum van betaling.
3. Die koper sal besit en okkupasie van die eiendom verkry, onderhewig aan die bestaande regte van huurders, onmiddellik na die verkoping, op welke datum alle voordele, risiko's en verpligtinge op koper sal oorgaan.
4. Die koper sal verantwoordelik wees op versoek van die Eiser se aktevervaardigers vir betaling van die Balju se fooie vir sy optrede as afslaer asook alle bedrae nodig vir die oordrag van die eiendom, insluitend seëlregte, ander oordragkoste en alle belasting en heffings en ander kostes wat betaalbaar is aan die plaaslike of enige ander owerheid voor die registrasie van die eiendom aan die koper.
5. Die verkoping sal, in alle opsigte, gereël word deur die Landdroshofwet, 1944, en die reëls daartoe of enige wysiging/s daartoe en onderhewig daaraan sal die eiendom voetstoots verkoop word aan die hoogste bieder.

Gedateer te Alberton op hierdie die 26ste dag van November 1996.

D. Pretorius, vir Malan & Vennote, Clintonstraat 58, New Redruth, Alberton, 1449; Posbus 82, Alberton, 1450. (Tel. 907-2121/2.) (Faks 907-2175.) (Verw. D. Pretorius/lr/DF427.)

Case No. 77608/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and ROBERT CHRISTIAN AKULUTU MOLAKO, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 1 November 1996 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 21 January 1997 at 10:00, at N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria, to the highest bidder:

Certain:

(a) Section 16, as shown and more fully described on Sectional Plan SS8/88 in the scheme known as Villieria Building, in respect of the land and building or buildings situated at Villieria Township, Local Authority: City Council of Pretoria, measuring 59 square metres.

(b) An undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Situated at: 16 Villieria Building, 894 Ben Swart Street, Villieria.

Terms and conditions:

1. The property will be sold without reserve to the highest bidder and will be subject to the regulations and conditions of the Magistrates' Courts Act and rules proclaimed thereunder and of the regulations of the Title Deeds Act where applicable.

2. The following improvements are known of which nothing is guaranteed:

Description of property: Flat with lounge/dining-room, kitchen, one and a half bedroom, bathroom and toilet. *Outbuildings:* Drying area, parking, servants' quarters, store-room, transformer room, stairs, paving, brick and concrete walls.

Payment: The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within fourteen (14) days shall be paid or secured by a bank or building society guarantee.

Conditions: The full conditions of sale may be inspected at the Sheriff's Offices at Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria Central.

Dated at Pretoria on the 6th day of December 1996.

Shapiro & De Meyer Inc., Third Floor, Shapiro Chambers, Bureau Lane (P.O. Box 196 and 6290), Pretoria, 0001. (Tel. 328-5847/326-2156.) (Ref. Miss C. Lindeque/KB/N2251.)

Case No. 10635/96
PH 2IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MKHABELE, RISIMATE ELIAS, First Defendant, and MKHABELE, MTHABINI, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Kempton Park North, 8 Park Street, Kempton Park, on 9 January 1997 at 10:00, of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Kempton Park North, 8 Park Street, Kempton Park.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling, bathroom, three bedrooms, three outside rooms, dining-room, kitchen, w.c. and garage, being Lot 131, situated at Leboeng, measuring 256 square metres, Registration Division IR, Transvaal. Held by the Defendants under Title Deed TL66789/1988.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer and a guarantee to be furnished within 14 (fourteen) days from the date of sale, auctioneer's charges, payable on the day of the sale, to be calculated as follows:

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

Dated at Randburg this 22nd day of November 1996.

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

Case No. 14835/96

IN THE SUPREME COURT OF SOUTH AFRICA
(Transvaal Provincial Division)**In the matter between TRANSNET LIMITED, Plaintiff, and OWEN MOOSA, First Defendant, and ADELAIDE SISY MOOSA, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff, Witbank, 3 Rhodes Street, Witbank, on 10 January 1997 at 8:30, on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the said Sheriff prior to the sale:

Erf 1778, situated in the Residential Area of Witbank Extension 8, Registration Division JR, Transvaal, situated at Site 1778, Witbank Extension 8, measuring 991 (nine hundred and ninety-one) square metres.

Improvements (not guaranteed): A lounge, kitchen, bedroom and bathroom.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance and interest on the full purchase price at the current bond rates payable against registration of transfer, to be secured, by a bank, building society or other acceptable guarantee to be furnished within thirty (30) days from the date of sale. The auctioneer's charges are payable on the day of the sale and will be calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

Dated at Pretoria on this 3rd day of December 1996.

Matlala Incorporated, Eighth Floor, Standard General Building, 215 Proes Street (P.O. Box 3217), Pretoria. (Docex 70.) (Tel. 326-8923/4/5.) (Fax 323-7431.) (Ref. GGM/jm/G8806.)

Case No. 23320/92
PH 342IN THE SUPREME COURT OF SOUTH AFRICA
(Witwatersrand Local Division)**In the matter between ESKOM, Plaintiff, and NETSHIVHAZWAULU, AVHURENGWI PRINCE, Defendant**

1. The undermentioned property will be sold on 30 January 1997 at 10:00, at the Sheriff's Office, 131 Marshall Street, Johannesburg, in execution of a judgment obtained in the above matter on 29 September 1992:

The Defendant's right, title and interest in and to the leasehold of Erf 3007, Protea North Township, Registration Division IQ, Transvaal, measuring 150 (one hundred and fifty) square metres, held by Deed of Transfer TL45996/1990, and situated at 3007 Protea North, Soweto, Transvaal (the property).

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

3. *Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 14 days from the date of the sale. The purchaser shall pay auctioneer's charges on the day of the sale and calculated as follows: 5% (five per cent) on the proceeds of the sale up to an amount of R30 000 and thereafter 3% (three per cent) up to a maximum charge of R7 000 with a minimum charge of R260.

4. The conditions of sale may be inspected at the office of the Sheriff, 131 Marshall Street, Johannesburg, during normal office hours.

Dated at Johannesburg on this 6th day of December 1996.

Webber Wentzel Bowens, Plaintiff's Attorneys, First Floor, 60 Main Street, Johannesburg. (Tel. 240-5352.) (Ref. Mr J. A. Louw/ceb 55/E 183/92.)

Case No. 12536/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between FIRST NATIONAL BANK OF SOUTH AFRICA LIMITED, Plaintiff, and CORNELIUS PHILLIPUS JANSE VAN RENSBURG, First Defendant, and CORNELIA ELIZABETH JANSE VAN RENSBURG, Second Defendant

Pursuant to a judgment granted in the above Honourable Court on 12 August 1996, the undermentioned immovable property of the Defendants will be sold in execution by the Sheriff, Pretoria South, on 5 February 1997 at 10:00, at Fehrslane Centre, 130A Struben Street, Pretoria:

Erf 39, situated in the Township of The Reeds Extension 6, Registration Division JR, Gauteng, measuring 1 165 square metres, better known as 24 Shaw Avenue, The Reeds, Centurion, held under Deed of Transfer T6690/1995.

The property has been improved with a house thereon. No guarantee is given in regard to the state or condition of the home. It is a residential property.

The conditions of sale will lay for inspection at the offices of the Sheriff, Pretoria South, where they may be inspected during normal office hours.

Dated at Pretoria this 3rd day of December 1996.

Thomas G. Haswell, for V. Rea, Lippi & Els, Attorneys for Plaintiff, 512 SA Perm Building, 200 Pretorius Street, Pretoria, 0002. (Ref. T. Haswell/FVJ073/dc.)

Saak No. 556/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BELFAST GEHOU TE BELFAST

In die saak tussen mnre. STADSRAAD VAN BELFAST, Eiser, en mnr. I. M. McKENZIE, Verweerder

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 11 Desember 1995 toegestaan is, op 17 Januarie 1997 om 10:00, te die Landdroskantore, Van Riebeeckstraat, Belfast, in eksekusie verkoop sal word, ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Belfast, vir 'n tydperk van 10 (tien) dae voor die verkoping, te wete:

Erf 98, geleë in die dorpsgebied Belfast, Registrasieafdeling JT, Mpumalanga, groot 2 855 vierkante meter.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Belfast op hierdie 3de dag van Desember 1996.

Victor D. Weimar & Seuns, Vermootenstraat, Posbus 11, Belfast, 1100. [Tel. (01325) 3-1155/6.] (Verw. mnr. A. van Zyl.)

Saak No. 252/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BELFAST GEHOU TE BELFAST

In die saak tussen VICTOR D. WEIMAR & SEUNS, Eiser, en mnr. M. BREYTENBACH, Verweerder

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 1 Julie 1996 toegestaan is, op 17 Januarie 1997 om 10:00, te die Landdroskantore, Van Riebeeckstraat, Belfast, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Landdroskantoor, Belfast, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Erf 327, geleë in die dorpsgebied Belfast, Registrasieafdeling JT, Mpumalanga, groot 2 855 vierkante meter.

Die eiendom is as volg verbeter: *Woning*: Drie slaapkamers, sitkamer, kombuis, toilet, badkamer en stoepkamer. *Woonstel*: Buitegeboue, drie slaapkamers, sitkamer, badkamer, toilet en kombuis. Steenmure met sinkdak. Vloere is plank- en sementvloere. Geen ander buitegeboue bestaan nie.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet No. 21 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.
2. Die 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 of die kontantgeld betaal, of '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 belastinge, heffings, ens., op die eiendom asook rente op die koopprijs soos deur die Skuldeiser bepaal.

Geteken te Belfast op hierdie 3de dag van Desember 1996.

Victor D. Weimar & Seuns, Vermootenstraat, Posbus 11, Belfast, 1100. [Tel. (01325) 3-1155/6.] (Verw. mnr. A. van Zyl.)

CAPE • KAAP

Case No. 33410/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,
TODD STREET, PORT ELIZABETH**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and
GESINA CADERBEGG, Defendant**

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 16 November 1994, the property listed hereunder will be sold in execution on Friday, 17 January 1997 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 2043, Bloemendal, Municipality and Division of Port Elizabeth, measuring 341 square metres, situated at 118 Booyens Park Drive, Booyens Park, Port Elizabeth.

Conditions of sale: The purchase price shall be payable as 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 office of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this 18th 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. 31807/96

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 LEGOALE MICHAEL MPYE,
First Defendant, and SIBONGILE LORRAINE MPYE, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 7 May 1996, the property listed hereunder will be sold in execution on Friday, 17 January 1997 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

All the Defendants' right, title and interest in the leasehold in respect of —

1. Erf 162, KwaMagxaki, Municipality and Division of Port Elizabeth, measuring 327 square metres; and

2. Erf 163, KwaMagxaki, Municipality and Division of Port Elizabeth, measuring 400 square metres.

Situated at 65 Ngudwana Street, KwaMagxaki, Port Elizabeth.

Conditions of sale: The purchase price will be payable as 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 office of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this 18th 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. 488/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Eastern Cape Division)

In the matter between GBS MUTUAL BANK, Plaintiff, and WALTER LESLIE CLAYTON, First Defendant, and JANET CLAYTON, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa (Eastern Cape Division) granted on 23 May 1996 and attachment dated 3 July 1996, the following immovable property of the Second Defendant will be sold at 11 Paisley Road, Kenton on Sea, by public auction on Friday, 17 January 1997 at 11:00:

1. Erf 661, Kenton on Sea, in the Municipality of Kenton on Sea, Division of Bathurst, in extent 1 146 square metres, held by Deed of Transfer T10748/78.

2. Erf 662, Kenton on Sea, in the Municipality of Kenton on Sea, Division of Bathurst, in extent 1 146 square metres, held by Deed of Transfer T16345/74.

Whilst nothing is guaranteed, it is understood that Erf 661 is a vacant erf and the improvements situated on Erf 662, consist of an eight-room two-storey brick under asbestos dwelling-house, a portion whereof may be utilised as a granny flat including five bathrooms and five toilets plus double garage, servants' quarters, laundry and double carport.

The purchaser must make a deposit of ten per centum (10%) of the purchase price, pay the fees of the Sheriff of the Supreme Court and the arrear rates on the day of the sale, the balance to be payable against registration of transfer and to be secured by a guarantee from a bank or building society in favour of the Sheriff of the Supreme Court to be approved by the Plaintiff's attorneys, within fourteen (14) days of the date of sale.

The said property will be sold on the conditions which will be read out at the sale by the Sheriff of the Supreme Court, which conditions may be inspected at the offices of the Sheriff of the Supreme Court, 58 Atherstone Road, Port Alfred.

Dated at Grahamstown this 18th day of November 1996.

Dold & Stone, Attorneys for Plaintiff, 100 High Street, Grahamstown. (Ref. Mr C. K. M. Stone.)

Saak No. 7580/94

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen ABSA BANK BEPERK, handeldrywende as VOLKSKAS BANK, Eiser, en CHRISTIAAN CHRISTOFFEL MALONEY, Verweerder

In navolging van 'n vonnis van bogemelde Agbare Hof gedateer 28 September 1994 en 'n lasbrief vir eksekusie te roerende goed, gedateer 26 September 1994, gaan die ondergemelde onroerende eiendom in eksekusie per publieke veiling verkoop word aan die hoogste bieder te die kantore van die Balju, Kimberley, op Donderdag, 23 Januarie 1997 om 10:00, naamlik:

Sekere Erf 1085, geleë in die afdeling Kimberley, groot 739 (sewehonderd nege-en-dertig) vierkante meter, beter bekend as Waterwerkestraat 70, Kimberley.

Verkoopvoorwaardes: Die eiendom word verkoop sonder reserweprys en is 10% (tien persent) van die koopprys betaalbaar in kontant, onmiddellik na die verkoping en die balans van die verkoopprys moet gewaarborg word binne 'n redelike tyd met 'n goedgekeurde bank- of bouverenigingwaarborg. Verdere verkoopvoorwaardes kan besigtig word te die kantore van die Balju.

Geteken te Kimberley op hede die 26ste dag van November 1996.

Balju te Kimberley, Woodleystaat 36, Kimberley. Coetzee & Honiball, Prokureurs vir die Eiser, Chapwood Chambers, Chapelstraat, Kimberley.

Case No. 7773/96**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER****ABSA BANK LIMITED, trading as UNITED BANK, versus REGGIE SINGH**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Tuesday, 7 January 1997 at 09:00, to the highest bidder:

Erf 2946, Blue Downs, in extent 330 square metres, held by T70720/1992, situated at 54 Lima Road, Malibu Village, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom and toilet.

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

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 158629/gt.)

Case No. 7976/96**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER****ABSA BANK LIMITED, trading as UNITED BANK, versus CECIL DAVIDS and SHIREEN DAVIDS**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Tuesday, 7 January 1997 at 9:00, to the highest bidder:

Erf 2513, Eerste River, in extent 377 square metres, held by T2679/1990, situated at 27 Grosvenor Street, High Places, Eerste River, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge/dining-room, kitchen, two bedrooms and bathroom/toilet.

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

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 134671/gt.)

Case No. 9557/91**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER****ABSA BANK LIMITED, trading as UNITED BANK, versus DAVID FISHER and EILEEN HESTER FISHER**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Tuesday, 7 January 1997 at 9:00, to the highest bidder:

Erf 717, Blue Downs, in extent 245 square metres, held by T43151/1988, situated at 5 Hockenheim Drive, Silversands, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge/dining-room, kitchen, three bedrooms and bathroom/toilet.

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

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 100371/gt.)

Case No. 4835/92

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

**ABSA BANK LIMITED, trading as UNITED BANK, versus
HERBERT SIDNEY THOMAS DE WAAL and CYNTHIA DE WAAL**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Tuesday, 7 January 1997 at 9:00, to the highest bidder:

Erf 2018, portion of Erf 900, Eerste River, in extent 369 square metres, held by T26996/1989, situated at 26 Gaby Road, Devon Park, Eerste River, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge/dining-room, kitchen, two bedrooms, bathroom and toilet.

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

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 136726/gt.)

Case No. 7016/96

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

ABSA BANK LIMITED, trading as UNITED BANK, versus ANGELINE JEGELS

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Tuesday, 7 January 1997 at 09:00, to the highest bidder:

Erf 3856, Kleinvlei, in extent 281 (two hundred and eighty-one) square metres, held by T20798/1990, situated at 39 Park Street, Park Avenue Village, Kleinvlei, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms, bathroom/toilet and garage.

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

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 157620/gt.)

Case No. 27310/91

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

**ABSA BANK LIMITED, trading as UNITED BANK, versus MAURITIUS NAUDE and
MARTHA ELIZABETH NAUDE**

The following property will be sold in execution at the site of the property, 10 Komatie Crescent, Kraaifontein, Western Cape, on Thursday, 9 January 1997 at 10:00, to the highest bidder:

Erf 7527, Kraaifontein, in extent 600 (six hundred) square metres, held by T7090/1989, situated at 10 Komatie Crescent, Kraaifontein, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, attached single garage and swimming-pool.
2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of sale and the balance [plus interest at the current rate of 19,25% (nineteen comma two five per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 135090/gt.)

Case No. 9044/96

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

ABSA BANK LIMITED, trading as UNITED BANK, versus KEITH JAMES RUSSEL and KAREN RUSSEL

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Court-house, for the District of Kuils River, on Monday, 7 January 1997 at 09:00:

Erf 892, Blue Downs, in the local area of Blue Downs, in extent 357 (three hundred and fifty-seven) square metres, held by Deed of Transfer T90816/94, and situated at 34 Vanguard Road, Tuscany Glen, Blue Downs.

Conditions of sale:

1. The full conditions of sale will be read out immediately prior to the sale, and will be available for inspection at the offices of the Sheriff, Bellville.
2. The following improvements on the property are reported but nothing is guaranteed: Dwelling comprising a lounge, kitchen, three bedrooms, bathroom and w.c.
3. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 19,25% (nineteen comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.
4. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

Dated at Bellville on 16 October 1996.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00637.)

Case No. 26821/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NIGEL MANNING CARTER, Defendant

In pursuance of a judgment in the above Court and writ of execution dated 18 October 1996, the following property will be sold in execution on 13 January 1997 at 10:00, to the highest bidder at the site of the property:

Erf 7806, Constantia, in extent 323 (three hundred and twenty-three) square metres, held by Deed of Transfer T49344/88, situated at 25 Lismore Avenue, Tokai, consisting of a brick dwelling with two bedrooms, bathroom, kitchen, lounge, dining-room, garage and pool.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.
2. *Payment*: Ten per centum (10%) of the purchase price must be paid together with interest payable by the Judgment Debtor, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim) from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.
3. *Conditions*: The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrate's Court, Wynberg.

Dated at Fish Hoek this 13th November 1996.

S. R. Boyes, for Buchanan Boyes, Plaintiff's Attorneys, First Floor, 26 First Avenue, Fish Hoek. (Tel. 782-6025.) (Ref. SRB/L. Borrett/4C.)

Saak No. 557/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WELLINGTON GEHOU TE WELLINGTON

In die saak tussen HUGENOTE KOLLEGE, Eiser, en E. STONGA, Verweerder

In die proses van eksekusie en ten uitvoerlegging van 'n vonnis in bostaande saak, sal die eiendom wat hierna beskryf word, per geregtelike veiling verkoop word by die voordeur van die gebou, Abrahamstraat 17, Prince Alfred Hamlet, op 10 Januarie 1997 om 10:00, die verkoping vind plaas volgens die reëls van die Landdroshof en voorwaardes wat beskikbaar is by die adres hieronder verstrek, of by die Geregsbode, Ceres, maar onder andere die volgende:

Een derde van die koopprys is betaalbaar wanneer die eiendom aan die koper toegesê word deur die Geregsbode, en die balans binne 14 (veertien) dae daarna tesaam met transportkoste en enige ander agterstallige belastinge. Indien die koper versuim om sodanige betalings te doen, kan die koop gekanselleer word, en die koper mag aanspreeklik wees vir verdere koste.

Erf 580, Prince Alfred Hamlet, geleë in die munisipaliteit Prince Alfred Hamlet, afdeling Ceres, provinsie Wes-Kaap, groot 346 vierkante meter, gehou kragtens Transportakte T49094/1992.

Louw & Schreve, Fonteinstraat 2, Wellington. [Tel. (021) 873-1171.]

Case No. 330/95

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

In the matter between SAAMBOU BANK LIMITED, Judgment Creditor, and SAMUEL C. PAULSE, First Judgment Debtor, and CHARMAINE W. PAULSE, Second Judgment Debtor

The undermentioned property will be sold in execution at the premises at 32 Maasdorp Street, Paarl East, on 20 January 1997 at 10:00:

Erf 6568, Paarl, situated in the area of the Transitional Metropolitan Substructure of Paarl, Paarl Division, Western Cape Province, in extent 530 (five three nul) square metres, comprising of lounge, three bedrooms, bathroom and kitchen.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules.

10% (ten per cent) of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Paarl, and will be read out by the auctioneer prior to the sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/hvdm/A00086.)

Case No. 6342/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and J. P. A. RAS, First Defendant, and L. I. RAS, Second Defendant

In pursuance of judgment in the Court of the Magistrate of Kimberley and writ of execution dated 4 October 1996, the property listed hereunder will be sold in execution on 9 January 1997 at 10:00, in front of the Magistrate's Court, Kimberley, to the highest bidder:

Certain Erf 14415, situated in the City and District of Kimberley, Northern Cape Province, measuring 1313 square metres, held by Deed of Transfer T1254/1995, also known as 9 Angelo Road, Minerva Gardens, Kimberley.

The following improvements are reported to be on the property but nothing is guaranteed: Single storey, tiled roof, fitted carpets and ceramic tiles, clinker walls, lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, two garages, brick boundary walls and concrete paving.

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, Kimberley.

A building society loan may be negotiated for an approved purchaser.

Dated at Kimberley this 20th day of November 1996.

Haarhoffs, NBS Building, Second Floor, Jones Street, Kimberley, 8301.

Case No. 6340/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and J. P. A. RAS, First Defendant, and
L. I. RAS, Second Defendant**

In pursuance of a judgment of the Court of the Magistrate of Kimberley and writ of execution dated 16 October 1996 the properties listed hereunder will be sold in execution on 9 January 1997 at 10:00, in front of the Magistrate's Court, Kimberley, to the highest bidder:

1. Erf 10127, situated in the City and District of Kimberley, Northern Cape Province, measuring 241 square metres.

2. Erf 10128, situated in the City and District of Kimberley, Northern Cape Province, measuring 268 square metres.

Held by Deed of Transfer T2692/1995, also known as 22 De Beers Road, Kimberley.

3. Erf 10129, situated in the City and District of Kimberley, Northern Cape Province, measuring 479 square metres, held by Deed of Transfer T2693/1995, also known as 24 De Beers Road, Kimberley.

The following improvements are reported to be on the property but nothing is guaranteed: Single-storey offices and warehouse, fitted carpets in offices, warehouse grando finish, brick clinker, steel construction.

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

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

A building society loan may be negotiated for an approved purchaser.

Dated at Kimberley this 21st day of November 1996.

Haarhoffs, NBS Building, Jones Street, Kimberley.

Case No. 6341/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and J. P. A. RAS, First Defendant, and
L. I. RAS, Second Defendant**

In pursuance of judgment in the Court of the Magistrate of Kimberley and writ of execution dated 16 October 1996 the property listed hereunder will be sold in execution on 9 January 1997 at 10:00, in front of the Magistrate's Court, Kimberley, to the highest bidder:

Certain Erf 14395, situated in the City and District of Kimberley, Northern Cape Province, measuring 1 192 square metres, held by Deed of Transfer T257/1995, also known as 15 Capital Road, Minerva Gardens, Kimberley.

The following improvements are reported to be on the property but nothing is guaranteed: Single storey, tiled roof, clinker walls, fitted carpets and ceramic tiles, lounge, dining-room, kitchen with built-in cupboards, three bedrooms, two bathrooms, shower, family room, laundry and two garages.

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

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

A building society loan may be negotiated for an approved purchaser.

Dated at Kimberley this 20th day of November 1996.

Haarhoffs, NBS Building, Second Floor, Jones Street, Kimberley, 8301.

Case No. 6761/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and D. J. NORTJE, First Defendant, and
S. NORTJE, Second Defendant**

In pursuance of judgment in the Court of the Magistrate of Kimberley and writ of execution dated 17 October 1996, the property listed hereunder will be sold in execution on 9 January 1997 at 10:00, in front of the Magistrate's Court, Kimberley, to the highest bidder:

Certain Erf 14557, situated in the City and District of Kimberley, Northern Cape Province, measuring 1 145 square metres, held under Deed of Transfer T10391/1993, also known as 24 Swanson Road, Riviera, Kimberley.

The following improvements are reported to be on the property but nothing is guaranteed: Single storey, tiled roof, fair face brick walls, fitted carpets and Novilon, lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, entrance hall and scullery, laundry and family room, two garages, servants' quarters, brick and concrete boundary walls.

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, Kimberley. A building society loan may be negotiated for an approved purchaser.

Dated at Kimberley this 20th day of November 1996.

Haarhoffs, NBS Building, Second Floor, Jones Street, Kimberley, 8301.

Case No. 6039/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and A. J. J. MEINTJIES, First Defendant, and
D. MEINTJIES, Second Defendant**

In pursuance of judgment in the Court of the Magistrate of Kimberley and writ of execution dated 10 October 1996, the property listed hereunder will be sold in execution on 9 January 1997 at 10:00, in front of the Magistrate's Court, Kimberley, to the highest bidder:

Certain Erf 14944, situated in the City and District of Kimberley, Northern Cape Province, measuring 1 383 square metres, held by Deed of Transfer T2582/1996, also known as 20 Groote Schuur Avenue, Royldene, Kimberley.

The following improvements are reported to be on the property but nothing is guaranteed: Single storey, flat roof, brown built sheeting, face brick walls, lounge, dining-room, kitchen, four bedrooms, two bathrooms, two showers, fitted carpets and ceramic tiles, two garages, servants' quarters, boundary walls and paving.

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, Kimberley. A building society loan may be negotiated for an approved purchaser.

Dated at Kimberley this 20th day of November 1996.

Haarhoffs, NBS Building, Second Floor, Jones Street, Kimberley, 8301.

Case No. 28186/96

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

In the matter between KASSEL SKLAAR COHEN & CO., Plaintiff, and SAREL JOHANNES FRANZSEN, Defendant

In execution of a judgment in the Magistrate's Court for the District of the Cape in the above-mentioned suit, a sale without reserve will be held at 20 Redwood Street, Bellair, Bellville, on Monday, 6 January 1997 at 12:45, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the Magistrate's Court, Bellville:

Erf 2773, Bellville, in the City of Tygerberg, Cape Division, Province of the Western Cape, in extent 770 square metres, situated at 20 Redwood Street, Bellair, Bellville.

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

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

Dated at Cape Town this 27th day of November 1996.

Kassel Sklaar Cohen & Co., Plaintiff's Attorneys, 11th Floor, Strand Towers, 66 Strand Street, Cape Town. (Tel. 419-7494.)

Saak No. 70672/96**IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH****In die saak tussen SAAMBOU BANK BEPERK, Eiser, en JOHANNES PETRUS WESSELS DE NECKER, Verweerder**

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, sal die ondergemelde eiendom verkoop word op 10 Januarie 1997 om 14:15, by die hoofingang van Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid:

Deel 7, soos aangetoon en vollediger beskryf op Deelplan SS51/1988, in die skema bekend as Sonop, ten opsigte van die grond en gebou of geboue geleë te Noordeinde, van welke deel die vloeroppervlakte volgens die voormelde deelplan 56 (ses-en-vyftig) vierkante meter groot is en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken. Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST8573/93 (Unit) ook bekend as Woonstel 7, Sonop, Kirkwoodstraat, Noordeinde, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat die eiendom bestaan uit 'n wooneenheid met 'n slaapkamer, sit/eetkamer, kombuis, badkamer en ingangsportaal.

10% (tien persent) van die koopprijs sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 15de dag van November 1996.

Stulting Delpot Cilliers & De Jager, Birdstraat 5, Sentraal, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak No. 70671/96**IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH****In die saak tussen SAAMBOU BANK BEPERK, Eiser, en JOHANNES PETRUS WESSELS DE NECKER, Verweerder**

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, sal die ondergemelde eiendom verkoop word op 10 Januarie 1997 om 14:15, by die hoofingang van Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid:

Deel 11, soos aangetoon en vollediger beskryf op Deelplan SS51/1988, in die skema bekend as Sonop, ten opsigte van die grond en gebou of geboue geleë te Noordeinde, van welke deel die vloeroppervlakte volgens die voormelde deelplan 56 (ses-en-vyftig) vierkante meter groot is en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken. Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST8573/93 (Unit) ook bekend as Woonstel 11, Sonop, Kirkwoodstraat, Noordeinde, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat die eiendom bestaan uit 'n wooneenheid met 'n slaapkamer, sit/eetkamer, kombuis, badkamer en ingangsportaal.

10% (tien persent) van die koopprijs sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 15de dag van November 1996.

Stulting Delpot Cilliers & De Jager, Birdstraat 5, Sentraal, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak No. 37802/96**IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,
PORT ELIZABETH****In die saak tussen SAAMBOU BANK BEPERK, Eiser, en GAVIN WAYNE FISCHER, Verweerder**

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, sal die ondergemelde eiendom verkoop word op 10 Januarie 1997 om 14:15, by die hoofingang van Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid.

Deel 9, soos aangetoon en vollediger beskryf op Deelplan SS278/92, in die skema bekend as Bridle Glen, ten opsigte van die grond en gebou of geboue geleë te Lorraine, van welke deel die vloeroppervlakte volgens die voormelde deelplan 48 (agt-en-veertig) vierkante meter groot is en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aan genoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken. Gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST5711/93 (Unit) ook bekend as Woonstel 6, Bridle Glen, Montmeadylaan, Lorraine, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat die eiendom bestaan uit 'n wooneenheid met 'n enkelverdieping-woonhuis met is.

10% (tien persent) van die koopprys sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 15de dag van November 1996.

Stulting Delpot Cilliers & De Jager, Birdstraat 5, Sentraal, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Case No. 29192/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and GRAHAM CRAIG PELTON, Defendant

In pursuance of a Judgment in the above Court and writ of execution dated 16 September 1996, the following property will be sold in execution on 14 January 1997 at 14:00, to the highest bidder at the site of the property:

Erf 155112, Cape Town at Southfield, in extent 170 (one hundred and seventy) square metres, held by Deed of Transfer T83934/1995, situated at 28 Bramblewood, Bramley Road, Southfield, consisting of a single dwelling with brick walls under a tiled roof, two bedrooms, lounge, kitchen, bathroom and toilet.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid together with interest payable by the Judgment Debtor, calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor's claim), from the date of sale to the date of transfer against registration of transfer, which amounts are to be secured by approved bank or building society guarantee to be delivered within fourteen (14) days of the date of sale.

3. *Conditions:* The full conditions of sale which will be read immediately prior to the sale, may be inspected at the offices of the Sheriff of the Magistrates Court, Wynberg.

Dated at Fish Hoek on this 13th day of November 1996.

S. R. Boyes, for Buchanan Boyes, Plaintiff's Attorneys, First Floor, 26 First Avenue, Fish Hoek. (Tel. 782-6025.) (Ref. SRB/L Borrett/6P.)

Saak No. 5224/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen BOLAND BANK PKS BEPERK, Eiser, en KENNETH DESMOND CHARLES DE BRUYN, Eerste Verweerder, en MARGARET MAGDALENE DE BRUYN, Tweede Verweerderes

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 24 Junie 1996, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 10 Januarie 1997 om 11:45, op die perseel te Cocobanaweg 25, Blue Downs, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 2622, Blue Downs, in die gebied van die Metropolitaanse Oorgangsubstruktuur van Blue Downs, afdeling Stellenbosch, provinsie Wes-Kaap, groot 362 (driehonderd twee-en-sestig) vierkante meter, gehou kragtens Transportakte T71101/1988.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, sitkamer, kombuis, drie slaapkamers, badkamer en toilet.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 92-0040), en/of die Balju, E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 92-0040), en/of die Balju, E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

Datum: November 1996.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (JF/LA/B3456.)

Saak No. 12294/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, Eiser en FRANCOIS DAVID MARTIN, Eerste Verweerder, en CLAUDINE MATHILDA MARTIN, Tweede Verweerderes

Ter uitvoering van 'n vonnis van die bogemelde Abgare Hof gedateer 11 Januarie 1996, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 10 Januarie 1997 om 09:00, voor die Landdroskantoor, Van Riebeeckweg, Kuilsrivier, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 649, Eersterivier, in die gebied van die Metropolitaanse Oorgangsubstruktuur, afdeling Stellenbosch, provinsie Wes-Kaap, geleë te Gordonstraat 4, Rissel's Rest, Eersterivier, groot 708 (sewe honderd-en-agt) vierkante meter, gehou kragtens Transportakte T10872/1983.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met drie slaapkamers, sitkamer, kombuis, toilet en badkamer.

Die eiendom kan geïnspekteer word in oorleg met die Balju, E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Baljukommissie betaal word. Die balanskoopprys tesame met rente daarop teen 18,25% (een agt komma twee vyf persent) per jaar op die bedrag van Eiser se eis (en ingeval daar enige preferente skuldeiser is, ook die rente wat ten opsigte van sodanige preferente skuldeiser se eis betaalbaar is) vanaf datum van verkoping tot datum van oordrag, betaal moet word teen registrasie van transport. Sodanige bedrag moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju, E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

Datum: 1 November 1996.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/A278.)

Case No. 8604/96

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

In the matter between SAAMBOU BANK LIMITED, Judgment Creditor, and M. C. RENQE, First Judgment Debtor, and A. M. RENQE, Second Judgment Debtor

The undermentioned property will be sold in execution at the Magistrate's Court Kuils River, Van Riebeeck Way, Kuils River, on 24 January 1997 at 9:00:

Erf 60, Mfuleni, situated in the area of the Transitional Metropolitan Substructure of Mfuleni, District of Stellenbosch, in extent 357 (three five seven) square metres.

Comprising a brick building with tiled roof consisting of lounge, kitchen, toilet, bathroom and four bedrooms.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules

10% (ten per cent) of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of the Sheriff of the Court for Kuils River, and will be read out by the auctioneer prior to the sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel (021) 945-3646.] (Ref. K. G. Kemp/hvdm/A00212.)

Saak No. 5405/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK handeldrywend as ALLIED BANK, Eiser, en VERNON KEITH HAYNS, Eerste Verweerder, en VIVIENNE MAUREEN HAYNS, Tweede Verweerder

In die gemelde saak sal 'n veiling gehou word op Donderdag, 23 Januarie 1997 om 13:00, te Disasingel 35, Rustdal:

Eiendom:

(a) Deel 35 soos aangetoon en volledig beskryf op Deelplan SS136/86, in die skema bekend as Rusthof, ten opsigte van die grond en gebou of geboue geleë te Rustdal, in die gebied van die Metropolitaanse Substruktuur van Rustdal, afdeling Stellenbosch, provinsie Wes-Kaap, van welke deel die vloeroppervlakte, volgens genoemde deelplan 140 (eenhonderd-en-veertig) vierkante meter groot is; en

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

Gehou kragtens Transportakte ST19840/1994.

Verkoopvoorwaardes:

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

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 19,25% (negentien komma twee vyf persent) per annum op die bedrag van die Eiser se eis, en in die geval van enige preferente skuldeiser, dan ook die rente betaalbaar op sodanige preferente skuldeiser se eis en op die balans, indien enige, is 19,25% (negentien komma twee vyf persent) per annum, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit twee slaapkamers, badkamer, toilet, motorhuis en patio.

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 Kaapstad op hierdie 18de dag van November 1996.

Marais Müller, Prokureur vir Vonnisskuldeiser, 19de Verdieping, Cartwright's Cornergebou, Adderleystraat, Kaapstad. (Verw. T. R. De Wet/mm/Z00373.)

Case No. 878/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Northern Cape Division)

In the matter between THE STANDARD BANK OF S.A. LTD, Plaintiff, and LESLIE ALEXANDER VAN LINGEN, Defendant

In execution of a judgment of the Supreme Court of South Africa (Northern Cape Division) in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Knight Street, Kimberley, on Tuesday, 7 January 1997 at 10:00, of the undermentioned properties of the Defendant on the conditions which will lie for inspection at the office of the Sheriff, Woodley Street, Kimberley, prior to the sale:

1. Certain Erf 13942, Kimberley, measuring 829 square metres, held under Deed of Transfer T1895/1974 (vacant erf) (also known as 4B St Augustines Road, Kimberley).

2. Certain Erf 3187, Kimberley, measuring 684 square metres, held under Deed of Transfer T821/1970 (vacant erf) (also known as 4 St Augustines Road, Kimberley).

3. Certain Erf 2031, Kimberley, measuring 812 square metres, held under Deed of Transfer T2634/1991 (also known as 1 Blackbeard Street, Kimberley).

The following information is furnished regarding the improvements on Erf 2031, though in this respect nothing is guaranteed: A house with outbuildings consisting of three bedrooms, lounge, dining-room, kitchen, bathroom and toilet.

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

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

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

Haarhoffs, Plaintiff's Attorneys, NBS Building, 60/64 Jones Street, Kimberley.

Case No. 1544/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Transkei Division)

In the matter between STANDARD BANK OF SA LIMITED, Judgement Creditor, and MAUD NOMBULELO MNQANDI, Judgement Debtor

The property known as certain piece of quitrent land being Gemval Trading Site, situate in Location 35, called Lower Mtafuta, situate in the District of Lusikisiki, measuring 8,5653 (eighth comma five six five three) square metres, shall be sold to the highest bidder by the Deputy Sheriff, on 24 January 1997 at 10:00, in Lusikisiki.

The special conditions of sale may be inspected at the offices of the Deputy Sheriff, Lusikisiki.

John C. Blakeway & Leppan Inc., Attorney for Judgment Creditor, 18 Blakeway Road, Umtata. (Ref. Mr S. Poyser/rl/S1456.)

Case No. 35759/96

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and Mrs J. KLEINSCHMIDT, Execution Debtor

The following property will be sold in execution by public auction held at 56 Liesbeeck Road, Rosebank, to the highest bidder on 15 January 1997 at 12:00:

Certain Erf 31676, Cape Town at Rosebank, in the Municipality of Cape Town, Cape Division and situated at 56 Liesbeeck Road, Rosebank, in extent 641 (six hundred and forty-one) square meters, held by Deed of Transfer T43283/1989.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A single dwelling built of brick walls, slate roof consisting of three bedrooms, dining-room, lounge, kitchen, bathroom, toilet and garage.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19,25% (nineteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Goodwood this 7th day of November 1996.

Heyns & Partners Incorporated, Attorneys for Judgement Creditor, 168 Vasco Boulevard, Goodwood.
(Ref. N. Marais/mb/A481.)

Case No. 12285/96

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

**In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff (Execution Creditor), and
FARIED ABRAHAMS, Defendant (Execution Debtor)**

In pursuance of a judgment given in the Court of the Magistrate of Mitchells Plain and a writ of execution dated 26 September 1996, a sale in execution will take place on Wednesday, 29 January 1997 at 10:00, at the Court-house, of:

Certain Erf 463, Weltevreden Valley, in the local area of Weltevreden Valley, Cape Division, situated at 4 Anfield Street, The Leagues, Weltevreden Valley, measuring 538 (five hundred and thirty-eight) square metres, held by the Execution Debtor under Deed of Transfer T49586/92, dated 9 June 1992.

The property is a singel storey dwelling of brick walls under tiled roof comprising approximately three bedrooms, lounge, kitchen bathroom and toilet.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrates' Court Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above act.

2. 10 (ten per cent) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance of the purchase price, together with interest thereon at the current building society rate, is to be paid against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Mitchells Plain who shall be the auctioneer.

Dated at Cape Town this 28th day of October 1996.

MacCallums Execution Creditor's attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/JJ/V56954.)

Case No. 9315/96

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

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Judgment Creditor, and JOHN EDGAR
WILKINSON, First Execution Debtor, and CYNTHIA WILKINSON, Second Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 13 January 1997 at 09:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 829, Brackenfell, 823 (eight hundred and twenty-three) square metres, held by Deed of Transfer T21695/77, situated at 9 Brand Street, Bracken Heights, Brackenfell.

Three bedrooms, one and a half bathroom, lounge, dining-room, kitchen and single garage.

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

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

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

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

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town. (Ref. C. L. Silverwood/Z01387.)

Case No. 9596/93

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

In the matter between NBS BANK LIMITED, Plaintiff, and Mr ERROL R. MACDONALD, Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuils River and writ of execution dated 26 September 1996, the property listed hereunder will be sold in execution, on 13 January 1997 at 09:00, at Kuils River Magistrate's Court, Kuils River, to the highest bidder:

Certain Erf 706, Scottsdene, in the Local Area of Scottsdene, Division of Stellenbosch, and situated at 119 Ultra Drive, Bernadino Heights, Scottsdene, Kraaifontein, in extent 561 (five hundred and sixty-one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Three bedrooms, lounge, kitchen, dining-room, bathroom, garage, swimming-pool and brick building with tiled roof.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, in Bellville. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 28th day of October 1996.

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (Ref. INV/MB/N00222.)

Saak No. 15361/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen ABSA BANK BEPERK, Eiser, en HERMANUS MATTHYS STOOP, Eerste Verweerder, en DAWN ISABEL STOOP, Tweede Verweerder

Ingevolge 'n vonnis gelewer op 15 Julie 1996, in die Bellville Landdroshof en 'n lasbrief vir eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 13 Januarie 1997 om 10:30, te Impalawoonstelsel 51, De Kockstraat, Parow, aan die hoogste bieder, met geen reserweprys.

Beskrywing:

1. (a) Deel 51, soos getoon en volledig beskryf op Deelplan SS60/86 in die skema bekend as Impala ten opsigte van die grond en gebou/e, geleë te Parow, in die gebied van die Metropolitaanse Oorgangsubstruktuur Parow, en onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken, groot 59 (nege-en-vyftig) vierkante meter; en

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

2. (a) Deel 91, soos getoon en volledig beskryf op Deelplan SS60/86 in die skema bekend as Impala ten opsigte van die grond en gebou/e, geleë te Parow, in die gebied van die Metropolitaanse Oorgangsubstruktuur Parow, van welke deel die vloeroppervlakte, volgens genoemde deelplan 20 (twintig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deelplan soos op die genoemde deelplan aangeteken. Gehou kragtens Akte van Transport ST1354/1993.

Straatadres: Impalawoonstel 51, De Kockstraat, Parow.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit twee slaapkamers, badkamer, toilet, kombuis en sit-/eetkamer.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Northumberlandstraat 29, Bellville.

Gedateer te Bellville op hede die 18de dag van Oktober 1996.

A. der Kinderen, vir Bornman & Hayward, Eiser se Prokureur, Saambougebou, Kruskallaan 14, Bellville, 7530; Posbus 393 en 757, Bellville, 7535. [Tel. (021) 948-7400.] (Verwys. ADK/M. Swart/A0009/8.)

Case No. 26474/96

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

In the matter between ABSA BANK LTD, trading as TRUST BANK, Plaintiff (Execution Creditor), and PETER LINCOLN BONZE, First Defendant (First Execution Debtor), and BLANCHE MARTHA VIRGINIE BONZE, Second Defendant (Second Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate of Bellville and a writ of execution dated 30 September 1996, a sale in execution will take place on Wednesday, 29 January 1997 at 09:30, at 27 Alabama Street, Ravensmead, of:

Certain Erf 20006, Parow, in the Municipality of Parow, Administrative District of the Cape, measuring 357 (three hundred and fifty-seven) square metres, held by the Execution Debtor under Deed of Transfer T50532/87, dated 9 September 1987.

The property is a single storey dwelling of brick walls under tiled roof comprising approximately three bedrooms, lounge, kitchen, bathroom and ensuite.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. Ten percent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance of the purchase price, together with interest thereon at the current building society rate, is to be paid against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Bellville, who shall be the auctioneer.

Dated at Cape Town this 29th day of October 1996.

MacCallums for T. A. Goldschmidt, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/JJ/V58022.)

Case No. 9410/96

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 W. C. HENDRICKS, First Defendant, and Mrs M. HENDRICKS, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuils River and writ of execution dated 1 October 1996, the property listed hereunder will be sold in execution on 13 January 1997 at 09:00, at Kuils River Magistrate's Court, Kuils River, to the highest bidder:

Certain Erf 6607, Blue Downs, in the local area of Blue Downs, Administrative District of Stellenbosch, and situated at 27 Great Circle Street, Fountain Village, Blue Downs, in extent 182 (one hundred and eighty-two) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Three bedrooms, lounge, kitchen, bathroom, toilet, brick building with tiled roof.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court, Bellville. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 25th day of October 1996.

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (Ref. INV/MB/N00341.)

Case No. 23724/96**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG****In the matter between NBS BANK LIMITED, Plaintiff, and Miss H. R. JACOBS, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Wynberg and writ of execution dated 18 September 1996, the property listed hereunder will be sold in execution on 16 January 1997 at 10:00, at 118 Loerie Road, Bridgetown, Athlone, to the highest bidder:

Certain Erf 119637, Cape Town at Athlone, in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, and known as Stand 118, Loerie Road, Bridgetown, Athlone, in extent 350 (three hundred and fifty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling with brick walls consisting of two bedrooms, kitchen, lounge, 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, Wynberg. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 24th day of October 1996.

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (Ref. INV/MB/N123.)

Case No. 9086/96**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILSRIVER HELD AT KUILSRIVER****In the matter between NBS BANK LIMITED, Plaintiff, and Mr C. P. CORNELIUS, First Defendant, and Mrs. B. C. CORNELIUS, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Kuilsriver and writ of execution dated 1 October 1996, the property listed hereunder will be sold in execution on 13 January 1997 at 9:00, at Kuilsriver Magistrate's Court, Kuilsriver, to the highest bidder:

Certain Erf 7997, Blue Downs, in the Local Area of Blue Downs, Stellenbosch Division, and situated at 22 Korhaan Road, Electric City, Eerste River, in extent 318 (three hundred and eighteen) square metres.

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

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

Dated at Goodwood this 24th day of October 1996.

Heyns & Partners, 168 Vasco Boulevard, Goodwood, 7460. (INV/MB/N00338.)

Case No. 7307/96**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER****In the matter between ABSA BANK LTD, trading as UNITED, Plaintiff (Execution Creditor), and MALEMATLUNG LEONARD MOLOI, Defendant (Execution Debtor)**

In pursuance of a judgment given in the Court of the Magistrate of Kuils River and a writ of execution dated 2 August 1996, a sale in execution will take place on Friday, 17 January 1996 at 9:00, at the Court-house:

Certain Erf 3803, Eerste River, in the Local Area of Blue Downs, Stellenbosch Division, situated at 35 Mahogany Street, Eerste River, measuring 382 (three hundred and eighty-two) square metres, held by the Execution Debtor under Deed of Transfer T97627/93, dated 30 November 1993.

The property is a single-storey dwelling of brick walls under asbestos roof, comprising approximately two bedrooms, lounge, kitchen, bathroom and toilet.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. Ten per cent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance of the purchase price, together with interest thereon at the current building society rate, is to be paid against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Kuils River, who shall be the auctioneer.

Dated at Cape Town this 16th day of October 1996.

T. A. Goldschmidt, for MacCallums, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/JJ/V57530.)

Case No. 6389/96

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

In the matter between FIRST NATIONAL BANK, Plaintiff (Execution Creditor), and JACOB WARIES, First Defendant (First Execution Debtor), and SANDRA WARIES, Second Defendant (Second Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate of Kuils River and a writ of execution dated 31 July 1996, a sale in execution will take place on Friday, 17 January 1997 at 9:00, at the Court-house:

Certain Erf 3871, Blue Downs, situated in the Local Area of Lower Kuils River 1, Administrative District of Stellenbosch, situated at 11 Syringa Lane, Hillside, Blue Downs, Cape, measuring 297 (two hundred and ninety-seven) square metres, held by the Execution Debtor under Deed of Transfer T54836/88.

The property is a single-storey dwelling of brick walls under asbestos roof, comprising approximately two bedrooms, lounge, bathroom, toilet and kitchen.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. Ten per cent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance of the purchase price, together with interest thereon at the current building society rate, is to be paid against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Kuils River, who shall be the auctioneer.

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

T. A. Goldschmidt, for MacCallums, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/JJ/V56960.)

Case No. 8646/96

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

In the matter between N.B.S. BANK LTD, Plaintiff, and HENRY PETER FREDERICKS, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 30 April 1996, the under-mentioned property will be sold in execution at the premises on Monday, 13 January 1997 at 11:00:

Erf 17167, Parow, situated in the City of Tygerberg, Division of the Cape, Cape Province, Western Cape, measuring 328 (three hundred and twenty-eight) square metres, held by Deed of Transfer T9298/94, and comprising of lounge, two bedrooms, bathroom, toilet and kitchen, and known as 29 Protea Road, Ravensmead.

Conditions of sale:

1. The purchase price shall be paid as to 10% (ten per cent) thereof in cash on the signing of the conditions of sale.

2. The conditions of sale which will be read out by Auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 24th day of October 1996.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case No. 16008/96

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

**In the matter between ABSA BANK LTD, formerly trading as UNITED, Plaintiff (Execution Creditor), and
RICARDO GEORGE JOHNSON, Defendant (Execution Debtor)**

In pursuance of a judgment given in the Court of the Magistrate of Mitchells Plain and writ of execution dated 28 August 1996, a sale in execution will take place on Thursday, 30 January 1997 at 10:00, at the Court-house of:

Certain Erf 11269, Mitchells Plain, in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, in the Province of the Western Cape, situated at 6 Buccaneer Street, Rocklands, Mitchells Plain, measuring 195 (one hundred and ninety-five) square metres, held by the Execution Debtor under Deed of Transfer T84859/95, dated 29 August 1995.

The property is a semi-detached dwelling of brick walls under tiled roof comprising approximately three bedrooms, lounge, kitchen and bathroom/toilet.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. Ten per cent (10%) of the purchase price shall be paid in cash or by means of a bank-guaranteed cheque immediately after the subject matter is declared to be sold. The balance of the purchase price, together with interest thereon at the current building society rate, is to be paid against registration of transfer by means of a bank or building society guarantee to be furnished within thirty (30) days after date of sale.

The sale shall be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Mitchells Plain who shall be the auctioneer.

Dated at Cape Town this 11th day of November 1996.

T.A. Goldschmidt, for MacCallums, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/JJ/V57691.)

Saak No. 1623/95

IN DIE LANDDROSHOF VIR DIE DISTRIK CALEDON GEHOU TE CALEDON

In die saak tussen DIE STOOR, Eiser, en J. A. IMMELMAN, Verweerder

Ingevolge uitspraak van die Landdroshof, Caledon, in bogemelde saak sal 'n verkoping gehou word op 13 Desember 1996 om 11:00, te Vierde Laan 168, Kleinmond, van die ondergemelde eiendom:

Sekere Erf 3731, Kleinmond-dorpsgebied, Registrasieafdeling Caledon, Wes-Kaap, groot 595 (vyf nege vyf) vierkante meter, geleë te Vierdelaan 168, Kleinmond.

Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie: 'n Drieslaapkamerwoning met sinkdak en baksteenmure, bestaande uit sitkamer, eetkamer, twee badkamers, kombuis en werkskamer. Buitegeboue bestaande uit dubbelmotorhuis.

3. Die verkoping sal plaasvind op die voorwaardes wat die Balju ten tye van die verkoping sal lees en die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju, Caledon, St Georgesstraat, Caledon, of die Eiser se prokureur mnre. Eksteen Lubbe Prokureurs, Ricarlosentrum 7, Sesde Straat, Kleinmond.

Geteken te Kleinmond op hierdie 15de dag van November 1996.

Eksteen Lubbe Prokureurs, 7 Ritcarlosentrum, Sesde Straat, (Posbus 433), Kleinmond, 7195. [Tel. (02823) 4226.]

Saak No. 2565/96

IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY

**In die saak tussen ABSA BANK BEPERK, handeldrywend as UNITED BANK, Eiser, en MARTIN JOHN PHIGELAND,
Eerste Verweerder, en ELIZABETH PHIGELAND, Tweede Verweerder**

In die gemelde saak sal 'n veiling gehou word op Woensdag, 22 Januarie 1997 om 10:00, te Pearl Mansion 40, Materen Circle, Avondale, Atlantis:

Erf 11392, Wesfleur, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur van Atlantis, afdeling Kaap, provinsie Wes-Kaap, groot 94 vierkante meter, gehou deur die Verweerders kragtens Transportakte T62834/1995.

Verkoopvoorwaardes:

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

2. Een-tiende van die koopprijs word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprijs tesame met rente daarop teen 19,25% per annum op die bedrag van die Eiser se eis, en in die geval van enige preferente skuldeiser, dan ook die rente betaalbaar op sodanige preferente skuldeiser se eis en op die balans, indien enige, is 19,25% per annum, 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 (alhoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit twee slaapkamers, sitkamer, kombuis, badkamer en toilet.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Malmesbury, en in die kantoor van die ondergetekende.

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

T. R. de Wet, vir Marais Müller, Prokureur vir Vonnisskuldeiser, 19de Verdieping, Cartwright's Cornergebou, Adderleystraat, Kaapstad. (mm/Z00570.)

Saak No. 15047/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen ABSA BANK BEPERK, handeldrywend as UNITED BANK, Eiser, en OLAV DE VILLIERS JOHN LAGESEN, Verweerder

In die gemelde saak sal 'n veiling gehou word op Woensdag, 15 Januarie 1997 om 13:00, te Negende Laan 36, Boston, Bellville:

Erf 9607, Bellville, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur van Bellville, afdeling Kaap, provinsie Wes-Kaap, groot 991 vierkante meter, gehou deur die Verweerder kragtens Transportakte T77729/1993.

Verkoopvoorwaardes:

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

2. Een-tiende van die koopprijs word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprijs tesame met rente daarop teen 19,25% per annum op die bedrag van die Eiser se eis, en in die geval van enige preferente skuldeiser, dan ook die rente betaalbaar op sodanige preferente skuldeiser se eis en op die balans, indien enige, is 19,25% per annum, 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 (alhoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit drie slaapkamers, twee badkamers, sitkamer, eetkamer, motorhuis en 'n woonstel.

4. Die volledige veilingsvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 14de dag van November 1996.

T. R. de Wet, vir Marais Müller, Prokureur vir Vonnisskuldeiser, 19de Verdieping, Cartwright's Cornergebou, Adderleystraat, Kaapstad. (mm/Z00352.)

Case No. 1638/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and RICHARD JOHN VAN AS, Defendant

In pursuance of a judgment dated 2 February 1996 and an attachment on 27 February 1996, the right of leasehold to the following property will be sold at 47 Wespark, Kabega Park, Port Elizabeth, by public auction, on Friday, 17 January 1997 at 11:00:

Section 46, as shown and more fully described on Sectional Plan SS375/95 in the scheme known as Wespark, in extent 81 square metres, situated at 47 Wespark, Kabega Park, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a semi-detached conventional dwelling under a tiled-roof, consisting of three bedrooms, bathroom, lounge, dining-room and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court South, 36 North Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale. Sheriff's charges [2,5% on first R30 000 and thereafter 1,5% (one comma five per cent) with a minimum of R260 and a maximum of R4 000] and auctioneer's charges (4,5%) plus VAT in both cases are also payable on date of sale.

Dated at Port Elizabeth on this the 18th day of November 1996.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, Fourth Floor, 121 Main Street, Port Elizabeth.

Saak No. 16705/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA BANK LIMITED, handeldrywende as onder andere ABSA BANK, Eiser, en die trustees vir die huidige van die PLETT RIVER GLADES TRUST, No. 1971/93, Eerste Verweerder, en VORSTER DAVID JOHN, Tweede Verweerder

'n Verkoop in eksekusie van die Eerste Verweerder se eiendom word gehou deur die Balju, Knysna, op 9 Januarie 1997 om 10:00, voor die Landdroskantore, Hoofstraat, Knysna, van die volgende vaste eiendom:

Gedeelte 6 van die plaas Ganse Vallei 448, Divisie Knysna, groot 15,5419 hektaar, gehou kragtens Akte van Transport T18189/1994.

Die eiendom is gesoneer vir landbouoedoeleindes en is $\pm$ 3 km vanaf Plettenbergbaai.

Verbeteringe: Luukse woning van baksteen, pleister en beton dak met goeie uitsig op die Piesangrivier Vallei, langs die Bitoutrivier en bestaan uit sitkamer met gallery op boonste verdieping, eetkamer, ontbyt kamer, kombuis met opwasplek, waskamer, TV-kamer, aparte badkamer, twee slaapkamers (een met badkamer en een met studeer- en badkamer). Daar is twee woonstelle aan die huis. Een met twee slaapkamers, badkamer, sitkamer en kombuis. **Buitegeboue:** Woonstel, kantore, toesluit motorhuise, store, werkkamers, bediende kwartiere, koelkamer en geweerkamer. Swembad, dam en boorgat. Munisipale water en groot tuin. Sekuriteitshek-sisteem. Lande wat besproei kan word.

Besonderhede van die verbeterings op die eiendom word hierbo verstrek, maar nie gewaarborg nie. Voornemende kopers moet eiendom self besigtig.

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

Case No. 3063/96

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

In the matter between ABSA BANK LIMITED, Judgment Creditor, and Mr MLUNGISI MOSES MATSHOBA, First Judgment Debtor, and Mrs NOMVUYO HILDA MATSHOBA, Second Judgment Debtor

In pursuance of a judgment granted on 18 September 1996, in the Magistrate's Court for the District of Queenstown and under a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 10 January 1997 at 10:00, at the Magistrate's Offices, Queenstown, to the highest bidder:

Description: Erf 3541, Queenstown, in the Municipality and Division of Queenstown, Eastern Cape Province, in extent 1 049 (one thousand and forty-nine) square metres, postal address 8 Buffalo Road, Queenstown.

Improvements: Whilst nothing is guaranteed, it is understood that the property comprises of a conventional type dwelling and normal outbuildings.

The property is registered in the name of the Defendants.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The property will be sold voetstoots and as it stands, subject to the conditions of the existing title deed. Neither the Plaintiff nor the Sheriff give any warranty as to the property to be sold.
3. One-tenth ($\frac{1}{10}$ th) of the purchase price, shall be paid in cash or by means of a bank-guaranteed cheque immediately after the property is declared sold and the balance of the purchase price together with interest thereon at the rate of 19,25% (nineteen comma two five per centum) per annum, or such interest rate as is required by the Sheriff, is to be paid against registration of transfer, due payment of which must be guaranteed within 14 days after the date of sale by a bank or building society guarantee.

4. The Plaintiff shall be entitled to appoint its attorneys to attend to the transfer of the property into the name of the purchaser. The purchaser shall pay all transfer costs, current rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The sale is subject to further conditions which will be read out at the time of the sale and which may be inspected at the Magistrate's Office, Queenstown.

Dated at Queenstown this 25th of November 1996.

Bowes McDougall Inc., Plaintiff's Attorneys, 27A Prince Alfred Street, Queenstown, 5320; P.O. Box 639, Queenstown, 5320. [Tel. (0451) 8-2053.] (Ref. Mr Coetzee/ldb/W15261.)

Saak No. 1200/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

In die saak tussen GROTER HERMANUS OORGANGSRAAD, Eiser, en N. A. GALVAAN, Verweerder

Ingevolge 'n vonnis in die Landdroshof te Hermanus en 'n lasbrief vir eksekusie sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 10 Januarie 1997 om 12:00 op die perseel:

Erf 644, Fisherhaven, in die gebied van die Groter Hermanus Plaaslike Oorgangsraad, afdeling Caledon, provinsie Wes-Kaap, geleë te Bolerolaan 644, Fisherhaven, groot 1 839 (eenduisend agthonderd nege-en-dertig) vierkante meter, gehou kragtens Transportakte T87748/1993.

Die verbetering op die eiendom bestaan uit 'n leë erf.

Verkoopvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van artikel 66 van die bogenoemde Wet.

2. Tien persent (10%) van die koopprys van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprys tesame met die rente daarop verreken teen 10% (tien persent) is betaalbaar teen registrasie van die Transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 dae na die waarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju, Hermanus se kantoor.

Guthrie & Theron, Prokureur vir Eiser, Hoofweg 77, Hermanus, 7200.

Saak No. 884/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HERMANUS GEHOU TE HERMANUS

In die saak tussen GUTHRIE & THERON, Eiser, en mnr. W. S. VAN DER MERWE, Verweerder

Ingevolge 'n vonnis in die Landdroshof te Hermanus en 'n lasbrief vir eksekusie, sal die ondergenoemde vaste eiendom per publieke veiling verkoop word op 10 Januarie 1997 om 10:00, te Industriële Gebied, Gansbaai:

Erf 1707, Gansbaai, in die munisipaliteit vir die gebied van Gansbaai, afdeling Caledon, provinsie Wes-Kaap, groot 840 vierkante meter, geleë te Industriële Gebied, Gansbaai, gehou kragtens Transportakte T78748/1994.

Die verbetering op die eiendom bestaan uit die volgende: 'n Werkswinkel, kantoor en stoor, garage, nog 'n stoor en toilet.

Verkoopvoorwaardes:

1. Die veiling is onderhewig aan die bepalings van die Landdroshofwet, Wet No. 32 van 1944, soos gewysig, en die eiendom word voetstoots verkoop aan die hoogste bieder, onderhewig aan die voorwaardes van Artikel 66 van die bogenoemde Wet.

2. Tien persent (10%) van die koopprys van die eiendom moet betaal word in kontant of deur middel van 'n bankgewaarborgde tjek tydens ondertekening van die verkoopvoorwaardes sodra die eiendom as verkoop verklaar word, of soos andersins gereël mag word met die Balju en die balans van die koopprys tesame met die rente daarop verreken teen 10% (tien persent) is betaalbaar teen registrasie van die transport. Sodanige bedrag moet gewaarborg word deur middel van 'n behoorlike en goedgekeurde bankwaarborg of bouvereniging wat gelewer moet word aan die Eiser se prokureur binne 14 (veertien) dae na die waarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, kan geïnspekteer word by die Balju, Hermanus se kantoor.

Guthrie & Theron, Prokureurs vir Eiser, Hoofweg 77, Hermanus, 7200.

Saak No. 14936/96**IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS,
TODDSTRAAT, PORT ELIZABETH****In die saak tussen SAAMBOU BANK BEPERK, Eiser, en JAN HENDRIK SMIT, Verweerder**

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, sal die ondergemelde eiendom verkoop word op 10 Januarie 1997 om 14:15, by die hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid:

Erf 3872, Hunters Retreat, in die munisipaliteit en afdeling Port Elizabeth, groot 270 (tweehonderd en sewentig) vierkante meter, gehou kragtens Transportakte T38941/94, ook bekend as Henlolaan 13, Sherwood, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdieping baksteenwoonhuis is met baksteenmure en teëldak bestaande uit twee slaapkamers, sitkamer, badkamer en kombuis.

10% (tien persent) van die koopprijs sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 13de dag van November 1996.

Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Case No. 19165/96**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF THE CAPE HELD AT CAPE TOWN****In the matter between THE BODY CORPORATE VICTORIA COURT, Plaintiff, and
SOLOMZI ANDERSON MBINDELA, Defendant**

In execution of the judgment of the Magistrate's Court for the District of Cape Town in the above matter, a sale will be held in front of the premises on 9 January 1997 at 09:30, of the following property:

Section 17, Victoria Court Scheme SS47/1985, being Flat G6 Victoria Court, 303 Long Street, Cape Town.

1. The sale is subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser subject to the provisions of Section 66 of the above Act.

2. The purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold. The purchaser may however at his option pay a deposit of ten per cent (10%) of the purchase price immediately and the balance against registration of transfer, in which event he will be liable for interest on the balance of the purchase price.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale and which may be inspected at the offices of the Sheriff of the Court, Cape Town.

4. The following improvements are reported to be on the property but nothing is guaranteed: Batchelor flat measuring 42 square metres and consisting of lounge/bedroom, kitchen and bathroom.

Dichmont & Thomson, Attorneys for Plaintiff, First Floor, House Vincent, Ebenezer Road, Wynberg.

Case No. 28893/96**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN****In the matter between NBS BANK LIMITED, Formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06),
Plaintiff, and DELINPROPS 2 (PROPRIETARY) LIMITED, First Defendant, and ALEXANDER ASIEDU, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Cape Town and writ of execution dated 23 October 1996, the property listed hereunder, and commonly known as 22 Fullham Road, Camps Bay, will be sold in execution at the premises on Thursday, 9 January 1997 at 10:30 to the highest bidder:

Erf 1880, Camps Bay, in the Central Substructure, Cape Division, Province of the Western Cape, in extent 829 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Triple-storey residence, built of brick with slate roof, comprising entrance hall, lounge, dining-room, study, four bedrooms, kitchen, three and a half bathroom, shower, laundry, teenage flat, office, guest suite, gunite swimming-pool, jacuzzi, braai area 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 auctioneer, Seeff Auctions, 42 Hans Strijdom Avenue, Foreshore, Cape Town. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 27th day of November 1996.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. I. Broodryk/DB/N.2275.)

Case No. 30136/92

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

In the matter between NBS BANK LIMITED, Formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06) Plaintiff, and THOMAS GEORG FELIX KOSCHORREK, First Defendant, and DOROTHE MARIELOUISE KOSCHORREK, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Cape Town and writ of execution dated 27 October 1993, the property listed hereunder, and commonly known as 126 Raats Drive, Oceanside, Table View, will be sold in execution at the premises on Tuesday, 14 January 1997 at 12:30, to the highest bidder:

Erf 14100, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 577 square metres.

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

The property has been improved by the erection of a two-bedroomed house under a tiled roof with a bathroom, kitchen with built-in cupboards and lounge.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Cape Town, Mandatum Building, Barrack Street, Cape Town. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 12th day of November 1996.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. I. Broodryk/D. Brandt/N.1316.)

Saak No. 3121/93

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en JOHANNA WILLIAMS, Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 6 Januarie 1997 om 09:00, op die perseel:

Erf 8109, Kraaifontein, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur van Kraaifontein, afdeling Paarl, provinsie Wes-Kaap, groot 312 vierkante meter, gehou kragtens Transportakte T7411/1990, ook bekend as Garlandstraat 33, Scottsville, Kraaifontein.

Verkoopvoorwaardes:

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Landdroshofwet, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Eentiende 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 16,75% (sestien komma sewe 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:* Geen.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 28ste dag van November 1996.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. [Tel. (021) 903-5191.]

Case No. 7698/96

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

In the matter between TRANSNET LIMITED (MESSRS), Plaintiff, and AUBREY JACOBS (Mr), First Defendant, and LIZA JACOBS (Mrs), Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 2 September 1996 and subsequent warrant of execution the following property will be sold in execution on 16 January 1997 at 11:00, at the offices of the Magistrate, Uitenhage, namely:

Erf 12746, Uitenhage, in the Area of the Transitional Council and Division of Uitenhage, Province of the Eastern Cape, measuring 350 (three hundred and fifty) square metres, more fully described in the Deed of Transfer 20388/92, also known as 40 Lenner Crescent, Uitenhage, 6230.

And take further notice that the conditions of sale will lie for inspection at the offices of the Sheriff of the Court, 4 Baird Street, Uitenhage, and contain *inter alia* the following provisions:

1. The sale is voetstoots.
2. Purchase price payable in cash or suitable guarantee.
3. Occupation by arrangements.

Dated at Despatch on 22 November 1996.

Conradie, Campher & Kirsten, 20 Main Street, Despatch; P.O. Box 12, Despatch, 6220. [Tel. (041) 933-5111.] (Ref. CD/100226.)

Case No. 25166/94

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

In the matter between CAPE OF GOOD HOPE BANK LTD, Judgment Creditor, and JOSE MANUEL FERNANDES FERREIRA, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Cape Town, in the above matter, a sale will be held on Tuesday, 21 January 1997 at 12:30 and at the following immovable property:

Erf 13337, Cape Town, in the Area of the Central Substructure of Cape Town, Western Cape Province, Cape Division, in extent 108 square metres, held by Deed of Transfer T30922/1984, situated at 3 Rhodesia Square, Woodstock, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of value-added tax and the purchaser shall pay value-added tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One-tenth ($\frac{1}{10}$ th) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed: A dwelling consisting of lounge, two bedrooms, kitchen and bathroom.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Cape Town and at the offices of the undermentioned auctioneers: Camara Homenet of Camara House, 55 Cavendish Street, corner of Victoria Road, Woodstock, 7925.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, Permanent Building, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk/143809.)

Case No. 3770/96

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

In the matter between CAPE OF GOOD HOPE BANK LTD, Judgment Creditor, and EBRAHIM SHAIK, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held on Tuesday, 14 January 1997 at 10:00, and at the property of the following immovable property:

Erf 730, Schaapkraal, Cape Division, in extent 4 109 square metres, held by Deed of Transfer T57293/1992, situated at Afsaal, 135 16th Avenue, Schaapkraal, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of value-added tax and the purchaser shall pay value-added tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One-tenth ($\frac{1}{10}$ th) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed: A single dwelling brick walls under a tiled roof consisting of five bedrooms, two bathrooms, two toilets, kitchen, lounge, dining-room, TV-room, servants' quarters and double garage.

And subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Wynberg and at the offices of the undermentioned auctioneers: Seeff Levco, Seeff House, 42 Hans Strijdom Avenue, Cape Town.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, Permanent Building, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk/170662.)

Case No. 15861/96**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON****In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Execution Creditor, and
ANDILE MATSHELE, Execution Debtor**

In execution of a judgment of the Magistrate's Court for the District of East London, held at East London, a sale will be held on Friday, 10 January 1997 at 10:00, at the premises as referred to below:

1. Certain Erf 220 (portion of Erf 174, Buffalo Municipality), Division of East London, East London Transitional Local Council, Province of the Eastern Cape, in extent 2 327 (two thousand three hundred and twenty-seven) square metres, and held by Deed of Transfer T6147/194, situated at 4 Viscount Avenue, Willow Park, East London.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A single storey brick built residence with tiled roof, comprising entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., shower, w.c., patio, double garage, attached outbuildings with w.c.

Conditions of sale:

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Plaintiff's attorneys within 10 (ten) days after the date of the sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all dues including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale will be read out at the time of the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London, prior to the date of sale.

Dated at East London this 3rd day of December 1996.

Mathie Meyer & Gravett, Plaintiff's Attorneys, 29 St Peters Road, Southernwood, East London. (Ref. Mr Moodley/mr/F.37.)

Case No. 5792/96**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON****In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Execution Creditor, and
Mr SOLOMZI SOBANTU GIJANA, Execution Debtor**

In execution of a judgment of the Magistrate's Court for the District of East London, held at East London, a sale will be held on Friday, 10 January 1997 at 11:30, at the premises as referred to below:

1. Certain Erf 479, Gonubie, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 1 011 (one thousand and eleven) square metres, and held by Deed of Transfer T5561/1993, situated at 21 Wilson Street, Gonubie, East London.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A single storey brick built residence with tiled roof, comprising entrance hall, lounge, dining-room, kitchen, four bedrooms, bathroom, shower, triple garage and study.

2. Certain vacant Erf 480, Gonubie, East London Transitional Local Council, Division of East London, Province of the Eastern Cape and measuring in extent 1 011 (one thousand and eleven) square metres, and held by Deed of Transfer T5562/1993, situated at 19 Wilson Street, Gonubie, East London.

3. Certain vacant Erf 530, Gonubie, East London Transitional Local Council, Division of East London, Province of the Eastern Cape and measuring in extent 1 387 (one thousand three hundred and eighty-seven) square metres, and held by Deed of Transfer T4574/1993, situated at 2 Ross Crescent, Gonubie, East London.

Conditions of sale:

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Plaintiff's attorneys within 10 (ten) days after the date of the sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all dues including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale will be read out at the time of the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London, prior to the date of sale.

Dated at East London the 3rd day of December 1996.

Mathie Meyer & Gravett, Plaintiff's Attorneys, 29 St Peters Road, Southernwood, East London. (Ref. Mr Moodley/mr/F.20.)

Case No. 6682/96

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

**In the matter between BOLAND BANK PKS LIMITED, Plaintiff, and
STEPHANUS ANTONIE FERREIRA, Defendant**

Take notice that, pursuant to a judgment of this Honourable Court granted on 12 September 1996, the property referred to below will be sold in execution to the highest bidder, subject to the satisfaction of the mortgage bond registered over the property in favour of Boland Bank PKS Limited, at the property, situated at 8 Beachview Road, Beachview, Port Elizabeth. The property is:

Erf 42, Beachview, in the Local Area of Seaview, Division of Port Elizabeth, in extent 1 042 square metres, held by the Defendant in terms of Deed of Title T6663/95.

The improvements on the property include a double storey house, consisting of two living rooms, dining-room, family room, five bedrooms, four with built-in cupboards, two full bathrooms, two separate toilets, laundry, kitchen with built-in cupboards and two garages. The floors of the dwelling are carpeted and tiled, and the house has a tiled roof and aluminium windows. The total area of the house and outbuildings is 381 square metres. The dwelling is in a neat and good condition, and is spacious and situated in a quiet area with a superlative view over the sea.

Conditions:

10% (ten per cent) deposit and the auctioneer's commission with VAT payable on the day of the auction, upon signature of the conditions of sale, the balance of the purchase price being payable on registration of transfer.

The full conditions of sale are available for inspection at the offices of the Sheriff, Port Elizabeth South, 36 North Street, North End, Port Elizabeth, and at the offices of Messrs Burman Katz, 102 Park Drive, Port Elizabeth, reference Mr Schoeman, during business hours.

Dated at Port Elizabeth this 2nd day of December 1996.

Burman Katz, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, Port Elizabeth. (Ref. Mr L. Schoeman/BA/B1251.)

**Case No. 10388/96
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
JONATHAN HERION ROSNER, 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 10 Edgeware Road, Diep River, on 12 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, First Floor, NBS Building, Church Street, Wynberg:

Erf 79172, Cape Town at Diep River, in the City of Cape Town, Cape Division, in extent 1 074 square metres, and situated at 10 Edgeware Road, Diep River.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 80 square metre main dwelling consisting of an entrance hall, lounge, dining-room, kitchen, two bedrooms and bathroom with water closet.

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 21st day of November 1996.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront (P.O. Box 67), Cape Town, Docex 87, Cape Town. (Tel. 419-5414.) (Ref. W. D. Inglis/cs/S2479/5712.)

**Case No. 5850/96
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 MZONZIMA WILFORD SOGANGA, First Defendant, and NOMATHAMSANQA PORTIA SOGANGA, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held in front of the Mitchells Plain Magistrate's Court, on Thursday, 30 January 1997 at 10:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 23 Strawberry Mall, Church Street, Strandfontein:

Erf 4332, Khayelitsha, in the area of Lingeletu West City Council, Administrative District of the Cape, in extent 210 square metres, and situated at H271 Nokwazi Square, Zolani Park, Khayelitsha.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 91 square metre main dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom with water closet and shower with water closet.

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 21st day of November 1996.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront (P.O. Box 67), Cape Town, Docex 87, Cape Town. (Tel. 419-5414.) (Ref. W. D. Inglis/cs/S2430/5643.)

**Case No. 12116/96
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 NOBUNTU QUSHEKA, 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 59 Dickens Drive, Mandalay, on Tuesday, 11 February 1997 at 12:00, 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, Westgate Mall, Medical Suite 2, Weltevreden Valley, Mitchells Plain:

Erf 559, Mandalay, in the Local Area of Mandalay, Cape Division, in extent 496 square metres, and situated at 59 Dickens Drive, Mandalay.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 79 square metre main dwelling consisting of a kitchen, loung/dining-room, three bedrooms, bathroom with water closet and a water closet with shower.

Terms:

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

2. Auctioneer's charges, payable on the day of 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 21st day of November 1996.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront (P.O. Box 67), Cape Town, Docex 87, Cape Town. (Tel. 419-5414.) (Ref. W. D. Inglis/cs/S2504/5751.)

Case No. 5904/96

**IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)**

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and CECILIA GIYO, 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 in front of the Mitchells Plain Magistrate's Court, on Thursday, 30 January 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, 23 Strawberry Mall, Church Street, Strandfontein:

Erf 24914, Khayelitsha, in the area of the City Council of Lingeletu West, Cape Town, in extent 165 square metres, and situated at 5 Quincy Street, Khayelitsha.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 76 square metre main dwelling consisting of a lounge, kitchen, three bedrooms, bathroom, water-closet and a 16 square metre outbuilding.

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 21st day of November 1996.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront (P.O. Box 67), Cape Town, Docex 87, Cape Town. (Tel. 491-5414.) (Ref. W. D. Inglis/cs/S2415/5617.)

Saak No. 5829/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

**In die saak tussen NEDCOR BANK BPK., Vonnisskuldeiser, en ALTA JACOBA EMMERANTIA NIEUWOUDT,
Vonnisskuldenaar**

Geliewe kennis te neem dat ten uitvoering van 'n uitspraak van die Landdros te Paarl in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Donderdag, 9 Januarie 1997 om 10:00, te Mollstraat 81, Paarl:

Erf 11535, Paarl, in die munisipaliteit en afdeling Paarl, Wes-Kaap-provinsie, groot 1 045 (eenduisend vyf-en-veertig) vierkante meter, gehou deur die Vonnisskuldenaar kragtens Transportakte T18288/96, en geleë te Mollstraat 81, Noorder-Paarl, onderworpe aan die veilingsvoorwaardes hieronder uiteengesit.

Die volgende verbeteringe op die eiendom word aangegee maar nie gewaarborg nie: Twee slaapkamers, sitkamer, badkamer en garage.

Veilingsvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, Wet No. 32 van 1944, soos gewysig, en die reëls daaronder uitgevaardig en aan die voorwaardes vervat in die transportakte ten opsigte van die eiendom.

2. Die volle koopprys plus afslaerskommissie is betaalbaar deur die koper in kontant, bankgewaarborgde tjek of aanvaarbare bankwaarborg by toeslaan van die bod op die koper, by gebreke waarvan die afslaer, op instruksies van die vonnisskuldeiser, die verkoping onmiddellik kan kanselleer, waarop die eiendom onverwyld weer te koop aangebied sal word.

3. Die koper is aanspreeklik vir die betaling van alle oordragkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende onkoste, insluitende B.T.W.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling, onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Paarl.

Gedateer te Paarl hierdie 13de dag van Desember 1996.

Gaum & Nel, Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Case No. 13695/96

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

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LTD, Execution Creditor, and NOMVULA LEEANN TABATA, Execution Debtor**

In execution of a judgment of the Magistrate's Court for the District of East London, held at East London, a sale will be held on Friday, 10 January 1997, at 11:00, at the premises as referred to below:

1. Certain Erf 2123, Gonubie, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 1 011 (one thousand and eleven) square metres, and held by Deed of Grant T4593/1993, situated at 13 Fifth Avenue, Gonubie, East London.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A single storey brick built residence with asbestos roof, comprising lounge, dining-room, kitchen, three bedrooms, bathroom, shower, w.c., attached outbuildings consisting of servant's room with w.c.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Court Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneers commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Plaintiff's attorneys within ten (10) days after the date of the sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the Purchaser shall pay all dues including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.
4. The full conditions of sale will be read out at the time of the sale and may be inspected at the Sheriff's Office, 4 Lower Oxford Street, East London, prior to the date of sale.

Dated at East London this 3rd day of December 1996.

M. Moodley, for Mathie Meyer & Gravett, Plaintiff's Attorneys, 29 St Peters Road, Southernwood, East London.
(Mr Moodley/mr/F31.)

Saak No. 673/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

In die saak tussen **BREDASDORP SKOENWINKEL, Eksekusieskuldeiser, en J. T. A. PRINS, Eksekusieskuldenaar**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 18 Julie 1995, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 17 Januarie 1997 om 11:00 by die Landdroskantoor, Bredasdorp, aan die hoogste bieder, onderhewig aan die ondergemelde voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees word:

Erf 2719, Bredasdorp, in die munisipaliteit en afdeling van Bredasdorp, provinsie Wes-Kaap, groot 295 vierkante meter, gehou kragtens Transportakte T61658/93.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met slaapkamer, voorkamer, kombuis, buitekamer en toilet buite.

Betaalvoorwaardes: Tien persent (10%) van die koopprys van die eiendom tesame met die Balju-kommissie, moet onmiddellik na die veiling betaal word. Die balans-koopprys, tesame met rente bereken vanaf die datum van verkoping tot die datum van oordrag, is betaalbaar teen registrasie van oordrag en moet gesekureer word deur 'n goedgekeurde bank- of bougenootskapwaarborg wat binne veertien (14) dae na die verkoping, ingedien moet word by die Eiser se prokureur.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, distrik Bredasdorp, Kerkstraat 57, Bredasdorp.

Datum: 29 November 1996.

Luttig & Seun, per L. le Riche, Eiser se Prokureur, Waterkantstraat, Bredasdorp. (Verw. Z00634.)

Case No. 7146/96

IN THE SUPREME COURT OF SOUTH AFRICA
(Cape of Good Hope Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JACQUELINE SMYTH, First Defendant, and THEODORE ERNST VAN RENSBURG, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 31 Blythewood Drive, Platteklouf Glen, Goodwood, on Wednesday, 19 February 1997 at 13:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 29 Northumberland Avenue, Bellville.

Erf 31777, Goodwood, situated in the Area of the Transitional Metropolitan Substructure Goodwood, Cape Division, Province of the Western Cape, in extent 521 square metres, and situated at 31 Blythewood Drive, Platteklouf Glen, Goodwood.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 130 square metre main dwelling consisting of a living/dining-room, three bedrooms, bathroom, shower with water closet and a 36 square metre outbuilding consisting of two garages and a water closet with shower.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.
2. Auctioneer's charges, payable on the day of 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 26th day of November 1996.

W. D. Inglis, for William Inglis, Plaintiff's Attorney, Suite 321, Victoria Wharf Offices, Waterfront; P.O. Box 67, Cape Town. Docex 87. (Tel. 419-5414.) (Ref. W. D. Inglis/cs/R246/5650.)

Case No. 9413/96

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and H. B. SCOTT, First Execution Debtor, and Q. P. SCOTT, Second Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 21 August 1996 and in pursuance of an attachment in execution dated 9 September 1996, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 16 January 1997 at 11:00, of the following immovable property situated at 21 Jansen Road, Despatch:

Zoned: Residential, being Erf 4270, Despatch, in the area of Despatch Transitional Council, Division of Uitenhage, Eastern Cape Province, in extent 1 170 (one thousand one hundred and seventy) square metres, held by Henry Buckley Scott and Queen Prinsloo Scott, under Deed of Transfer T61492/94 and subject to the conditions referred to herein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached conventional dwelling under iron roof with lounge, three bedrooms, family room, dining-room, kitchen, two bathrooms, two carports, two garages, swimming-pool and servant's quarters.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

Terms: 10% (ten per cent) of the purchase price and 5% (five per cent) Sheriff's (auctioneer's) charges up to R30 000 (thirty thousand rand) and thereafter 3% (three per cent) to a maximum of R7 000 (seven thousand rand) with a minimum of R260 (two hundred and sixty rand) in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within fourteen (14) days from date of the sale.

Dated at Uitenhage this 28th day of November 1996.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S A Permanent Centre, Caledon Street, Uitenhage.

Case No. 10377/96
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
DAVID CHARLES HEATH, First Defendant, and ADELE HEATH, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 17 Protea Street, Wellington, on Wednesday, 19 February 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Supreme Court, 27 Church Street, Wellington, 7655:

Erf 2825, Wellington, in the area of the Transitional Council of Wellington, Division Paarl, Province of the Western Cape, in extent 600 (six hundred) square metres and situated at 17 Protea Street, Wellington.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 114 (one hundred and fourteen) square metre main dwelling consisting of a lounge, kitchen, three bedrooms, bathroom, water closet and a 26 (twenty-six) square metre outbuilding consisting of a garage.

Terms:

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 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 25 November 1996.

William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront (P.O. Box 67), Cape Town, Docex 87, Cape Town. (Tel. 419-5414.) (Ref. W. D. Inglis/cs/S2478/5709.)

Case No. 6878/94

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

In the matter between THE BODY CORPORATE OF SERABIE COURT, Plaintiff, and ERIC M. FOSI, Defendant

In pursuance of a judgment of the above Honourable Court dated 3 October 1995 and writ of execution, the following property will be sold in execution on Friday, 17 January 1997 at 09:00, by the Sheriff, to the highest bidder, at:

7 Serable Court, Longfellow Street, Quigney, East London, held under Deed of Transfer ST187/1991.

The property consists of one-bedroomed flat, 63 square metres in extent.

Conditions of sale:

1. The property shall be sold to the highest bidder and shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder and of the title deeds in so far as these are applicable.

2. The purchase price shall be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. A substantial loan can be raised for an approved purchaser with prior approval.

3. Conditions of sale, which will be read out by the Sheriff of the Court immediately prior to the sale, may be inspected at his office at 4 Oxford Street, East London.

4. The Plaintiff or the Plaintiff's attorneys and/or the Sheriff of the Court do not guarantee any improvements or information.

I. C. Clark Inc., Plaintiff's Attorneys, 25 St Lukes Road, Southernwood, East London.

NATAL

Case No. 70601/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN****In the matter between ABSA BANK LIMITED, No. 86/04794/06, trading as UNITED BANK, Plaintiff, and BHEKOKUHLE ANDREASE MADIBA, First Defendant, and JABULILE EUNICE MADIBA, Second Defendant**

In pursuance of a judgment granted on 14 December 1995, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 9 January 1997 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban.

Description: Sub. 15 (of 9) of Lot 221, Bellair, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 769 (seven hundred and sixty-nine) square metres. *Street address:* 312 Freemantle Road, Hillary.

Improvements: Brick under tile dwelling comprising of lounge/dining-room, two bedrooms, kitchen, two bathrooms and toilet (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots). *Town-planning zoning:* Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban Central, 21 Stafmayer House, Beach Grove, Durban.

Dated at Durban this 21st day of November 1996.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, 11th Floor, The Marine, 22 Gardiner Street, Durban.
(Mrs Radford/A0038/407.)

Case No. 5826/96**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 CORNELIUS FERDENAND BESTER, First Defendant, and AVRILLE HOPE BESTER, Second Defendant**

1. The following property shall be sold by the Sheriff for the Supreme Court, Durban South, on 16 January 1997 at 10:00, at Eighth Floor, Maritime House, 143 Salmon Grove, Durban, to the highest bidder without reserve:

A unit consisting of Section 4, as shown and more fully described on Sectional Plan SS238/1981, in the building or buildings known as Stuart Hall situated at 37 Withernsea Avenue, Wentworth, Durban, of which the floor area, according to the said sectional plan is 79 square metres in extent, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota of the said section, held under Certificate of Registered Sectional Title ST238/1981 (4) (Unit), which section has physical address as 4 Stuart Hall, 37 Withernsea Avenue, Wentworth, Durban, KwaZulu-Natal.

2. *Improvements and zoning* (which are not warranted to be correct):

2.1 The land on which the said building/s are erected is zoned General Residential 2.

2.2 The property comprises a residential duplex, the dimensions and plan of which are set out on the said sectional plan, and which comprises a lounge/dining-room, kitchen, two bedrooms, bathroom with separate shower and w.c. and detached garage.

3. Terms:

3.1 The purchaser shall be bound by the provisions of and rules made under Sectional Titles Act, No. 66 of 1971 or No. 95 of 1986, as amended, or as substituted and as applicable.

3.2 The successful bidder is required to pay the deposit of 10% (ten per cent) of the price, plus the Sheriff's charges, [being 5% (five per cent) on the first R30 000 of the price and 3% (three per cent) on the balance, with a maximum of R7 000] in cash or by bank or bank-guaranteed cheque or bank letter of authority on conclusion of the bidding.

3.3 The full conditions of sale may be inspected at the office of the Sheriff, 101 Lejaton, 40 St George's Street, Durban, 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.

John Koch & Company, Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (JMK/CDW/F. 2164/d11.)

Case No. 32793/94

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

In the matter between M. K. MOODLEY, Plaintiff, and KOMAL MUNN, First Defendant, and PRASHEEN MUNN, Second Defendant

In pursuance of a judgment on 6 December 1994, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 13 January 1997 at 9:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

Description: Sub. 28 of Lot 89, Ottawa, situated in the Development Area of Ottawa and in the Port Natal-Ebhodwe Joint Service Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 8 212 (eight thousand two hundred and twelve) square metres.

Street address: 89 Munn Road, Ottawa, Verulam.

Improvements: Brick under tile dwelling comprising of three bedrooms (carpeted), lounge (tiled), dining-room (tiled), kitchen (vinyl flooring and build-in cupboards) toilet and bathroom, single garage. *Outbuildings:* Two rooms, toilet and bathroom (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

Town-planning zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditors' claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda District Two, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 22nd day of November 1996.

D. P. Jeena & Company, Plaintiff's Attorneys, 302 Dinesh Centre, 25 Bond Street, Durban, 4001. (Ref. Mr Jeena/M130.)

Case No. 2627/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and H & A HOUSING (PROPRIETARY) LIMITED, First Execution Debtor, LEON ACKERMAN, Second Execution Debtor, and GARY PETER ORD-HUME, Third Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone dated 1 October 1996, the following immovable property will be sold in execution on 10 January 1997 at 09:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 2824 and Lot 2825, situated in the Margate Transitional Local Council Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 696 and 2 553 square metres respectively.

The following information is furnished regarding the property, but is not guaranteed: The properties are situated at Cypress Avenue, Margate. The properties are vacant stands.

Material conditions of sale: The purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 27th day of November 1996.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate and/or 50 Bisset Street, Port Shepstone.

Case No. 878/96

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

In the matter between PIETERMARITZBURG-MSUNDUZI TRANSITIONAL LOCAL COUNCIL, Plaintiff, and MARAMANE SOLOMON, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 14 March 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 91 of Lot 1771, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 513 square metres, known and represented as 10 Hattingh Road, Pietermaritzburg.

Improvements: The dwelling is constructed of concrete under metal tiles and consists of three bedrooms, living-room, kitchen, bath, w.c., external w.c. and store, outbuildings consisting of a carport constructed of IBR on concrete poles.

Material conditions of sale: The purchaser shall pay ten per centum (10%) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 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 19th day of November 1996.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case No. 2469/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between NBS BANK LIMITED, No. 87/01384/06, Judgment Creditor, and LOT 2202 LA LUCIA CC, First Judgment Debtor, and JEFFREY KENNETH GUY, Second Judgment Debtor

In pursuance of a judgment in the Magistrate's Court at Verulam, dated 7 May 1996 and a writ of execution issued thereafter, the property listed hereunder will be sold in execution on 13 January 1997 at 09:00, in the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

A unit consisting of:

(a) Section 1 as shown and more fully described on Sectional Plan SS198/94 in the scheme known as Fairhaven, in respect of the land and building or buildings situated at Umhlanga, Local Authority Umhlanga, of which section the floor area, according to the said sectional plan is 105 (one hundred and five) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: Flat 10, Fairhaven, 5 Ratoon Hill, La Lucia.

The following improvements are reported to be on the property, but nothing is guaranteed: Brick under tile sectional title duplex consisting of: *Upstairs:* Main bedroom (carpeted, b.i.c., en-suite), two bedrooms (carpeted, b.i.c.), lounge and dining-room (tiled), kitchen (tiled, b.i.c., breakfast nook), toilet, bathroom (tiled, tub, basin), shower, sliding doors leading onto patio and staircase (tiled). *Downstairs:* Single garage (manual), iron gates (electronic), tarred driveway and wooden fencing. Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

John Hudson & Company, Execution Creditor's Attorneys, 303 Florida Road, Durban.

Case No. 2470/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between NBS BANK LIMITED, No. 87/01384/06, Judgment Creditor, and LOT 2202 LA LUCIA CC, First Judgment Debtor, and JEFFREY KENNETH GUY, Second Judgment Debtor

In pursuance of a judgment in the Magistrate's Court at Verulam, dated 7 May 1996 and a writ of execution issued thereafter, the property listed hereunder will be sold in execution on 13 January 1997 at 09:00, in the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

A unit consisting of:

(a) Section 9, as shown and more fully described on Sectional Plan SS198/94 in the scheme known as Fairhaven, in respect of the land and building or buildings situated at Umhlanga, Local Authority Umhlanga, of which section the floor area, according to the said sectional plan is 103 (one hundred and three) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: Flat 4, Fairhaven, 5 Ratoon Hill, La Lucia.

The following improvements are reported to be on the property, but nothing is guaranteed: *Upstairs:* Kitchen (tiled, b.i.c. and breakfast nook), lounge (tiled)—open plan, sliding doors leading onto patio, balcony, staircase (tiled). *Downstairs:* Two bedrooms (carpeted, b.i.c.), toilet and bathroom (tiled, tub and basin), single garage (manual), tarred driveway and wooden fencing. Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

John Hudson & Company, Execution Creditor's Attorneys, 303 Florida Road, Durban.

Case No. 2468/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between NBS BANK LIMITED, No. 87/01384/06, Judgment Creditor, and LOT 2202 LA LUCIA CC, First Judgment Debtor, and JEFFREY KENNETH GUY, Second Judgment Debtor

In pursuance of a judgment in the Magistrate's Court at Verulam, dated 7 May 1996 and a writ of execution issued thereafter, the property listed hereunder will be sold in execution on 13 January 1997 at 09:00, in the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

A unit consisting of:

(a) Section 7 as shown and more fully described on Sectional Plan SS198/94 in the scheme known as Fairhaven, in respect of the land and building or buildings situated at Umhlanga, Local Authority Umhlanga, of which section the floor area, according to the said sectional plan is 103 (one hundred and three) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: Flat 2, Fairhaven, 5 Ratoon Hill, La Lucia.

The following improvements are reported to be on the property, but nothing is guaranteed: Brick under tile sectional title duplex consisting of: *Upstairs*: Kitchen (tiled, b.i.c., breakfast nook), lounge (tiled)—open plan, sliding doors leading to patio, balcony and staircase (tiled). *Downstairs*: Two bedrooms (carpeted and b.i.c.), toilet, bathroom (tiled, tub and basin), single garage (manual), tarred driveway and wooden fencing. Vacant possession is not guaranteed.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat. A substantial bank loan can be raised for an approved purchaser with prior approval.

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

John Hudson & Company, Execution Creditor's Attorneys, 303 Florida Road, Durban.

Case No. 28397/95

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

In the matter between CITY COUNCIL OF THE CITY OF PIETERMARITZBURG, Plaintiff, and SIBIYA ZENZELE FELIX, First Defendant, and SIBIYA SIBONGILE MILDRED Second Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 12 January 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. 2 of Lot 1545, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 650 square metres, known and represented as 22 Turnbull Road, Pietermaritzburg.

Improvements: The dwelling is constructed of concrete block under asbestos roof consisting of three bedrooms, living-room, kitchen, bath/w.c., external w.c. and store-room with outbuilding consisting of carport constructed of IBR on concrete pillars.

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 19th day of November 1996.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case No. 868/96

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

In the matter between PIETERMARITZBURG-MSUNDUZI TRANSITIONAL LOCAL COUNCIL, Plaintiff, and MBANJWA AIDEN BONGWANI SIPHO, Defendant

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 14 March 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. 211 of Lot 1486, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 604 square metres, known and represented as 4 Karel Landman Road, Grange, Pietermaritzburg.

Improvements: Dwelling constructed of concrete block under asbestos roof, consisting of three bedrooms, living-room, kitchen, bath/w.c., external w.c., store-room and outbuildings consisting of carport constructed of IBR on concrete pillars.

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 19th day of November 1996.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case No. 17765/95**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN****In the matter between GILLYN BODY CORPORATE, Plaintiff, and SMANGELE BRENDA SIBIYA, Defendant**

In pursuance of a judgment granted on 12 April 1995, in the above Honourable Court and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Thursday, 9 January 1997 at 10:00, at Eighth Floor, Maritime House, 1 Salmon Grove, Durban to the highest bidder:

Description: A unit consisting of—

(a) Section 7 as shown and more fully described on Sectional Plan No. SS349/1984 in the scheme known as Gillyn in respect of the land and building or buildings, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, of which section the floor area according to the said sectional plan is 65 (sixty-five) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: 16 Gillyn, 6 McArthur Street, Durban, held by the Defendant in her name under Deed of Transfer ST7516/1994.

Improvements (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots): A brick and tile dwelling consisting of one and a half bedrooms, kitchen, lounge and bathroom.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser (other than the Plaintiff) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale and the balance against transfer is to be secured by a bank or building society guarantee and to be furnished to the Sheriff within 21 (twenty-one) days after the sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff, Durban and interested parties are asked to contact the Plaintiff who may be prepared to grant facilities to an approved purchaser.

Dated at Durban this 22nd day of November 1996.

J. H. Hawkey, for Jack Hawkey, Plaintiff's Attorney, 800 Victoria Maine, 71 Victoria Embankment (P.O. Box 4925), Durban. (Tel. 301-8733.) (Fax. 301-8736.) (DX 100, Durban.) (Ref. JHH/jr/04/I.002/106.)

Case No. 754/96**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG****In the matter between PIETERMARITZBURG-MSUNDUZI TRANSITIONAL LOCAL COUNCIL, Plaintiff,
and ZUMA MANDLENKOSI PETROS, Defendant**

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 14 March 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. 153, of Lot 1486, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 766 square metres, known and represented as 22 Perseverance Road, Pietermaritzburg.

Improvements: Dwelling constructed of concrete block under asbestos roof, consisting of three bedrooms, living room, kitchen, bath/w.c., and store with outbuildings of carport constructed of IBR on concrete pillars.

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 12th day of November 1996.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case No. 3716/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and
LENA ADELAIDE MANQOYI, Defendant**

1. The following property shall be sold by the Sheriff for the Supreme Court, Durban South, on 16 January 1997 at 10:00, Eighth Floor, Maritime House, 143 Salmon Grove, Durban, to the highest bidder without reserve:

Lot 2197, Isipingo Township (Extension 15), situated in the Borough of Isipingo and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 017 square metres, held under Deed of Transfer T32731/1995 and having street address at 6 Dalia Place, Isipingo Hills, Isipingo, Durban, KwaZulu-Natal.

2. *Improvements and zoning* (which are not warranted to be correct):

2.1 The property is zoned Special Residential 1; and

2.2 the following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voetstoots):

2.2.1 single storey plastered brick under tile dwelling comprising lounge, family room, kitchen, four bedrooms, bathroom/w.c., shower/bath/w.c., extra w.c. and extra w.c./shower; and

2.2.2 outbuildings comprising attached double garage and a swimming-pool.

3. *Terms:*

3.1 The sale is voetstoots and no special terms or exemptions other than those stated in the conditions of sale are believed to exist.

3.2 The successful bidder is required to pay the deposit of 10% (ten per cent) of the price, plus the Sheriff's charges [being 5% (five per cent) on the first R30 000 of the price and 3% (three per cent) on the balance, with a maximum of R7 000] (plus VAT payable thereon) in cash or by bank or bank-guaranteed cheque on conclusion of the sale.

3.3 The full conditions of sale may be inspected at the office of the Sheriff, Durban South, 101 Legjaton, 40 St George's Street, Durban, 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 7th day of November 1996.

J. M. Koch, for John Koch & Company, Plaintiff's Attorney, Suite 709, Seventh Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. JMK/CDW/F.2067/D11.)

Case No. 2513/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and
NOMANDLA PRUDENCE NONGQIZANA, Execution Debtor**

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated 16 September 1996, the following immovable property will be sold in execution on 10 January 1997 at 9:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 2183, Margate (Extension 3), situated in the Margate Transitional Local Council Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 018 (one thousand and eighteen) square metres.

The following information is furnished regarding the property, but is not guaranteed: Upon the property is a dwelling under brick and tile consisting of lounge-cum dining-room, kitchen, small courtyard, three bedrooms and bathroom.

The property is situated at 4 Anna Barnard Road, Margate.

Material conditions of sale: The purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 29th day of November 1996.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate, and/or 50 Bisett Street, Port Shepstone.

Case No. 7059/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between NBS BANK LIMITED, Judgment Creditor, and PATRICIA ANNE LISIECKI, Judgment Debtor

In pursuance of a judgment on 3 October 1996 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 30 January 1997 at 11:00, in front of the Magistrate's Court Building, Empangeni:

Certain Lot 7348, Richards Bay (Extension 18), situated in the Borough of Richards Bay, Administrative District of Natal, in extent measuring 1 044 (one thousand and forty-four) square metres.

Property description (not warranted to be correct): Single-storey dwelling consisting of three bedrooms, bathroom, lounge, dining-room, kitchen, garage and laundry.

Physical address: 62 Kolsterkring, Meerensee, Richards Bay.

- (i) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- (ii) No bid will be accepted by or on behalf of a person who is disqualified and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
- (iii) The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
- (iv) The purchaser shall be liable for the payment of interest at the rate of 18,5% (eighteen comma five per cent) per annum to the Execution Creditor from the date of sale to the date of registration of transfer.
- (v) Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.
- (vi) The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Empangeni, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Empangeni this 27th day of November 1996.

Christine Wade & Company, Attorneys for the Execution Creditor, 21 Union Street Building, Union Street (P.O. Box 883), Empangeni, 3880. (Ref. Mr Coetzee/pae/09/N0039/96.)

Case No. 7609/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between NBS BANK LIMITED, Judgment Creditor, and LEONARD GUMA HLEKWAYO, Judgment Debtor

In pursuance of a judgment granted on 8 October 1996 in the above Court, and a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 30 January 1997 at 11:00, in front of the Magistrate's Court Building, Empangeni:

Certain Site A 17, Nseleni, situated in Nseleni, District of Enseleni, County of Zululand, in extent measuring 450 (four hundred and fifty) square metres.

Property description (not warranted to be correct): Single-storey dwelling consisting of two bedrooms, bathroom, lounge and kitchen.

Physical address: Site A 17 Nseleni.

- (i) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
- (ii) No bid will be accepted by or on behalf of a person who is disqualified and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
- (iii) The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
- (iv) The purchaser shall be liable for the payment of interest at the rate of 18,5% (eighteen comma five per cent) per annum to the Execution Creditor from the date of sale to the date of registration of transfer.
- (v) Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes and other charges necessary to effect transfer on request by the said attorneys.
- (vi) The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Empangeni, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Empangeni this 27th day of November 1996.

Christine Wade & Company, Attorneys for the Execution Creditor, 21 Union Street Building, Union Street (P.O. Box 883), Empangeni, 3880. (Ref. Mr Coetzee/pae/09/N0028/96.)

Saak No. 4930/95
PH 135

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen INTEGRATED ADVERTISING AGENCY (EDMS.) BPK., Eiser, en CURRIN, G. M., Verweerder,

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping met 'n reserweprys van R600 000 met rente teen 22,5% (twee-en-twintig komma vyf persent) op R142 940,25 van 1 November 1996 tot datum van betaling plus 19,75% (negentien komma sewe vyf persent) op R466 783, 16 van 1 November 1996 tot datum van betaling deur die Balju van die Hooggeregshof, Port Shepstone, gehou word op 3 Januarie 1997 om 11:00, te Linkstraat, Southbroom, op die voorwaardes wat deur die afslaer gelees word ten tye van die verkoping en welke voorwaardes by die Balju van die Hooggeregshof, Port Shepstone, ter insae lê, van die ondergemelde eiendom:

Gedeelte 2 van Erf 351, Southbroom-uitbreiding 1-dorpsgebied, provinsie KwaZulu-Natal, welke eiendom 2 012 (twee-duisend-en-twaalf) vierkante meter groot is en welke eiendom geleë is te Erf 351, Southbroom-gedeelte 1-dorpsgebied, KwaZulu-Natal, en bestaande uit (nie gewaarborg nie):

1.1 'n Dubbelverdiepinghuis.

1.2 *Grondvloer*: Ingangsportaal, stoorkamer, drie slaapkamers, badkamer en dubbelmotorhuis.

1.3 *Boonste vloer*: Slaapkamer met balkon, studeerkamer, oopplansitkamer, kombuis en eetkamer, slaapkamer met balkon, aantrekkamer, onderdakbalkon met kroeg.

1.4 *Buitegeboue*: Buitekamer, badkamer en "courtyard".

2. Terme:

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

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

2.2.1 5% (vyf persent) van die opbrengs van die verkoping tot 'n prys van R30 000 (dertigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R7 000 (seweduisend rand); en

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

Gedateer te Johannesburg op 3 Desember 1996.

Hofmeyr Ing., Prokureur vir Eiser, Vierde Verdieping, Forum II, Braampark, Hoofdstraat 33 (Privaatsak X1000), Braamfontein. (Tel: 408-9000.) (Verw. A. Brooks/L. du Preez/K1585.)

Case No. 1255/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and
THANDOKWAKHE AURELIUS DLAMINI, Execution Debtor**

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated 16 May 1996, the following immovable property will be sold in execution on 10 January 1997 at 9:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Ownership Unit A 176, Gamalakhe, situated in the Margate Transitional Local Council Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 372 square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at A 176 Gamalakhe. Upon the property is a dwelling under brick and asbestos consisting of verandah, lounge, kitchen, bathroom and three bedrooms.

Material conditions of sale: The purchaser shall pay twenty per centum (20%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 3rd day of December 1996.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre (P.O. Box 156), Margate; 50 Bisset Street, Port Shepstone.

Case No. 2566/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and LINDELA EZEKIEL CHEMANE,
First Execution Debtor, and NONTSIKELELO ETHEL CHEMANE, Second Execution Debtor**

In pursuance of judgment in the Court of the Magistrate at Port Shepstone dated 16 September 1996, the following immovable property will be sold in execution, on 10 January 1997 at 09:00, at the Magistrate's Court, Port Shepstone, to the highest bidder:

Lot 1563, Margate Extension 3, situated in the Margate Transitional Local Council Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 018 (one thousand and eighteen) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is situated at Milner Crescent, Margate. Upon the property is a dwelling under brick and tile consisting of small verandah, open plan lounge and kitchen, three bedrooms, bathroom, toilet and small courtyard.

Material conditions of sale: The purchaser shall pay 20% (twenty per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Port Shepstone, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 17 Riverview Road, Sunwich Port, Natal and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Margate this 29th day of November 1996.

John Crickmay & Co., Execution Creditor's Attorney, First Floor, Gird Mowat Centre, P.O. Box 156, Margate; and/or 8 Archibald Road, Port Shepstone.

Case No. 2333/96

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

**In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff, and TREVOR ROGER INCE,
First Defendant, and DEVIKA INCE, Second Defendant**

In pursuance of the above action under a writ of execution issued thereafter, the immovable property listed hereunder will be sold voetstoots, in execution on Tuesday, 28 January 1997 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

Piece of land being Sub. 2332 (of 2318), of Chat Two of the Farm Chatsworth 834, which has been renumbered to Sub. 2332 (of 2318) of Lot 102, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 244 (two hundred and forty-four) square metres.

Improvements: Semi detached brick under tiled roof dwelling comprising of three bedrooms, lounge, kitchen, bathroom and toilet, outbuilding comprising of garage, two bedrooms, toilet and bathroom, yard has boundary walls and floor concreted.

Address: 212 Woodhurst Drive, Woodhurst, Chatsworth.

Conditions:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished within fourteen (14) days after the date of sale.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Chatsworth, or at our offices.

C/o Ash Haripersad & Partners, Plaintiff's Attorneys, First Floor, Montford Service Station, 160 Road 701, Chatsworth.

VRYSTAAT

Saak No. 3207/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

In die saak tussen PERMANENT BANK, Eksekusieskuldeiser, en T. P. SEHLABAKA, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Virginia, en 'n lasbrief vir eksekusie gedateer 28 Oktober 1996, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 10 Januarie 1997 om 10:00, voor die Landdroskantoor, Virginia:

Erf 1425, geleë te en bekend as Meloding 1425, Virginia, distrik Ventersburg, gesoneer vir woondoeleindes, groot 228 vierkante meter, gehou kragtens Transportakte BL12955/91.

Verbeterings: Een woonhuis bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer.

Voorwaardes van verkoping:

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente daarop bereken teen 19% (negentien 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, Virginia, nagesien word.

Gedateer te Virginia op hierdie 20ste dag van November 1996.

P. J. Haasbroek, vir Haasbroek & Willemse, Prokureurs vir Eksekusieskuldeiser, Volkskasgebou, Virginia Tuine, Virginia, 9430.

Saak No. 12942/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen DIE SUID-AFRIKAANSE BROUERY BEPERK, Eiser, en D. E. JANSE VAN RENSBURG, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein en kragtens 'n lasbrief gedateer 29 September 1996, sal die volgende eiendom van die Verweerder per publieke veiling vir kontant op Vrydag, 17 Januarie 1997 om 10:00, te die Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 16340, geleë in die stad Bloemfontein (Uitbreiding 105), distrik Bloemfontein, groot 1 708 vierkante meter, gehou kragtens Akte van Transport T16807/1995.

Die eiendom bestaan onder andere uit die volgende: Vier slaapkamers, twee badkamers, studeerkamer, werkskamer, woonkamer, sitkamer, kombuis, eetkamer, motorhuis, swembad, motorafdak en stoorkamer.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprys verkoop word, maar die verkoping is onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 15,5% (vyftien komma vyf persent) per jaar vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldenaar se prokureur en/of Balju, waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Voortrekkerstraat 169, Bloemfontein.

Geteken te Bloemfontein op hierdie 27ste dag van November 1996.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, Voortrekkerstraat 169, Bloemfontein, 9301.

Saak No. 12532/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen ABSA BANK BEPERK handeldrywende as TRUSTBANK, Eiser, en THEUNIS GERHARDUS DE VOS, Eerste Verweerder, en SONJA DE VOS, Tweede Verweerder

Kragtens 'n uitspraak van die bogemelde Afbare Hof op 25 Julie 1996 en 'n lasbrief tot eksekusie sal die volgende eiendom in eksekusie verkoop word op 17 Januarie 1997 om 10:00, by die Peetlaan-ingang tot die Landdroshof, Bloemfontein, deur die Balju, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Onderverdeling 17 van Erf 25058, geleë in die stad en distrik Bloemfontein, groot 1 443 vierkante meter, gehou kragtens Transportakte T12582/87, onderhewig aan sekere voorwaardes.

Die volgende inligting word verskaf maar nie gewaarborg nie: Die woonhuis bestaan uit 'n ingangsportaal, sitkamer, woonkamer, drie slaapkamers, kombuis, badkamer, motorhuis en bediendekamer.

Voorwaardes: Die verkoping sal onderworpe wees aan die bepalings van die Wet of Landdroshowe en die reëls daarvolgens neergelê. Tien persent (10%) van die koopprijs moet in kontant op die dag van die verkoping betaal word en 'n bank- of bougenootskapwaarborg vir die balans moet binne 14 dae na die verkoopdatum verskaf word.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die Balju, Tweede Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein.

Geteken te Bloemfontein hierdie 4de dag van November 1996.

P. H. T. Colditz, p.a. Schoeman Maree Ing., Prokureur vir Eiser, Sesde Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein, 9301.

Case No. 121/95

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

In the matter between MUNICIPALITY ZASTRON, Execution Creditor, and D. E. CLASSEN, Execution Debtor

In pursuance of a judgment of the Magistrate's Court for the District of Zastron, dated 16 September 1996, and a warrant of execution the undermentioned property will be sold in execution to the highest bidder on Friday, 10 January 1997 at 11:00, at the Magistrate's Court, Zastron:

Erf 40, situated in the Town and District of Zastron, Free State Province, held by Deed of Transfer T5222/1987.

Address: 19 Gustavus Street, Zastron.

Improved property with dwelling.

The main conditions of sale are:

(a) The sale is subject to the approval of and confirmation by the Plaintiff within seven (7) days from date of sale.

(b) The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price to the Sheriff on the date of sale and the balance shall be payable against registration of transfer and pending such transfer, to be secured by a bank and/or building society guarantee approved by the Plaintiff's attorneys and to be furnished to them within ten (10) days from date of sale.

(c) The purchaser is liable for payment to the auctioneer's fees, payable on the date of auction, and furthermore for payment of the costs of transfer, transfer duty, outstanding rates and other levies and outgoings on the property in order to effect registration of transfer, which amounts shall be payable to the Plaintiff's attorneys on request therefor.

(d) The Plaintiff and/or Plaintiff's attorneys and/or Sheriff of the Magistrate's Court, do not warrant any information contained herein.

The conditions of sale may be inspected at the Magistrate's Court, Zastron, and/or at the Plaintiff's attorneys, Malherbe, Saayman & Smith, of 36 Hoofd Street, Zastron.

Signed at Zastron on this 18th day of November 1996.

P. J. V. Smith, for Malherbe, Saayman & Smith, Attorneys for Execution Creditor, 36 Hoofd Street (P.O. Box 44), Zastron, 9950. [Tel. (051) 673-1217 or 673-1039.]

Case No. 27/96

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

In the matter between MUNICIPALITY ZASTRON, Execution Creditor, and F. BOORMAN, Execution Debtor

In pursuance of a judgment of the Magistrate's Court for the District of Zastron, dated 25 April 1996, and a warrant of execution, the undermentioned property will be sold in execution to the highest bidder on Friday, 10 January 1997 at 11:00, at the Magistrate's Court, Zastron:

Erf 233, situated in the Town and District of Zastron, Free State Province, in extent 2 088 square metres, held by Deed of Transfer T13039/1993.

Address: 8 Pieter Street, Zastron.

Improved property with dwelling.

The main conditions of sale are:

- (a) The sale is subject to the approval of and confirmation by the Plaintiff within seven (7) days from date of sale.
- (b) The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price to the Sheriff on the date of sale and the balance shall be payable against registration of transfer and pending such transfer, to be secured by a bank and/or building society guarantee approved by the Plaintiff's attorneys and to be furnished to them within ten (10) days from date of sale.
- (c) The purchaser is liable for payment to the auctioneer's fees, payable on the date of auction, and furthermore for payment of the costs of transfer, transfer duty, outstanding rates and other levies and outgoings on the property in order to effect registration of transfer, which amounts shall be payable to the Plaintiff's attorneys on request therefor.
- (d) The Plaintiff and/or Plaintiff's attorneys and/or Sheriff of the Magistrate's Court, do not warrant any information contained herein.

The conditions of sale may be inspected at the Magistrate's Court, Zastron, and/or at the Plaintiff's attorneys, Malherbe, Saayman & Smith, of 36 Hoofd Street, Zastron.

Signed at Zastron on this 18th day of November 1996.

P. J. V. Smith, for Malherbe, Saayman & Smith, Attorneys for Execution Creditor, 36 Hoofd Street (P.O. Box 44), Zastron, 9950. [Tel. (051) 673-1217 or 673-1039.]

Saak No. 16825/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NEDCOR BANK BPK, Eiser, en TE MOHALE, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 26 September 1996 en lasbrief van eksekusie gedateer 25 September 1996, sal die volgende eiendom in eksekusie verkoop word op 31 Januarie 1997 om 10:00, te die Landdroskantoor, te wete:

Sekere Erf 18453, Mangaung, Bloemfontein, geleë te Mangaung, Bloemfontein, groot 250 vierkante meter, gehou kragtens Transportakte T22413/95.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Barnesstraat 5, Westdene, Bloemfontein, en/of by die Eksekusieskuldeiser se prokureur, p.a. Honey & Vennote, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein, gedurende kantoorure.

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

P. H. de Klerk, vir Honey & Vennote, Prokureur vir Eiser, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein.

Saak No. 874/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WITSIESHOEK GEHOU TE WITSIESHOEK

In die saak tussen NBS BANK BEPERK, Eiser, en M. M. MOROBI, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Harrismith, en 'n lasbrief van eksekusie gedateer 29 Oktober 1996, sal die volgende eiendom geregtelik verkoop word op 24 Januarie 1997 om 9:00, voor die Landdroskantoor, Witsieshoek, by wyse van 'n openbare veiling aan die hoogste bieder, naamlik:

Perseel H368, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek, groot 507 (vyfhonderd-en-sewe) vierkante meter, soos gehou kragtens Grondbrief 39/87/87, soos aangedui op Algemene Plan PB241/1982.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit 'n sitkamer, kombuis, drie slaapkamers, badkamer en toilet.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Witsieshoek.

Gedateer te Harrismith op hede die 17de dag van Desember 1996.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Wardenstraat 49B (Posbus 22), Harrismith.

Saak No. 1464/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen ABSA BANK BEPERK, Eiser, en MOCHEKELE MOCHEKELE, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Harrismith, en 'n lasbrief van eksekusie gedateer 1 November 1996, sal die volgende eiendom geregtelik verkoop word op 17 Januarie 1997 om 10:00, voor die Landdroskantoor, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder, naamlik:

Perseel A1053, geleë in die dorpsgebied Tshiame, distrik Harrismith, groot 600 (seshonderd) vierkante meter, soos aangedui op Algemene Plan PB610/1986, gehou kragtens Grondbrief 178/1992.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit 'n sitkamer/eetkamer, kombuis, drie slaapkamers, badkamer en toilet.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 2de dag van Desember 1996.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Wardenstraat 49B (Posbus 22), Harrismith.

Saak No. 1394/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen NBS BANK BEPERK, Eiser, en MALEFETSANE JOSEPH XABA, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Harrismith, en 'n lasbrief van eksekusie gedateer 29 Oktober 1996, sal die volgende eiendom geregtelik verkoop word op 17 Januarie 1997 om 9:00, voor die Landdroskantoor, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder, naamlik:

Perseel A639, geleë in die dorp Tshiame, distrik Harrismith, groot 450 (vierhonderd-en-vyftig) vierkante meter, soos gehou kragtens Grondbrief 3440/1989, soos aangedui op Algemene Plan PB610/1986.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis met teëldak, bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer en toilet.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 2de dag van Desember 1996.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureur, Wardenstraat 49B (Posbus 22), Harrismith.

Saak No. 1412/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen ABSA BANK BEPERK, Eiser, en SIMA VICTOR GEMA, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Harrismith en 'n lasbrief van eksekusie gedateer 31 Oktober 1996, sal die volgende eiendom geregtelik verkoop word op 17 Januarie 1997 om 10:00, voor die Landdroskantoor, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder, naamlik:

Perseel A584, geleë in die dorpsgebied Tshiame, distrik Harrismith, groot 466 (vierhonderd ses-en-sestig) vierkante meter, soos aangedui op Algemene Plan PB610/1986, gehou kragtens Grondbrief 1783/1989.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit 'n sitkamer/eetkamer, kombuis, twee slaapkamers, badkamer en toilet.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 2de dag van Desember 1996.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Wardenstraat 49B (Posbus 22), Harrismith.

Saak No. 6495/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen KLEINSAKE ONTWIKKELINGSKORPORASIE BEPERK, Eiser, en LIKELELI ANNAH TAJE, Verweerder

Ingevolge 'n vonnis gelewer op 15 Augustus 1994 in die Welkom Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die goedere hieronder beskryf in eksekusie verkoop op 17 Januarie 1997 om 11:00, te Landdroskantoor, Tulbach-ingang, Welkom, aan die hoogste bieder:

Beskrywing: Perseël 1462, geleë in die dorpsgebied Thabong, distrik Welkom.

Die volgende inligting word aangegee, maar is nie gewaarborg nie:

Groot: Tweehonderd vyf-en-sestig (265) vierkante meter.

Posadres: Thabong 1462, Welkom.

Verbeterings: Woonhuis en buitegebou.

Gehou kragtens Sertifikaat van Geregisteerde Reg van Huurpag TL1288/88.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Constantiastraat, Welkom.

Gedateer te Welkom op hede die 25ste dag van November 1996.

F. Pretorius, vir Symington & De Kok, Sonleri Kamers, Heerenstraat 24 (Posbus 2175), Welkom, 9460.
[Tel. (057) 353-3051.] (Verw. F. Pretorius/LD/AK0139.)

Saak No. 4345/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NBS BANK BEPERK, Eiser, en PETRUS VAN DER WESTHUIZEN, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein, en kragtens 'n lasbrief gedateer 1 April 1996 sal die volgende eiendom van die Verweerder per publieke veiling vir kontant op Vrydag, 17 Januarie 1997 om 10:00, te die Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 16807 (Uitbreiding 111), geleë in die stad en distrik Bloemfontein, groot 1 611 vierkante meter, gehou kragtens Akte van Transport T90/1994.

Die eiendom bestaan onder andere uit die volgende: Sit/eetkamer, kombuis, drie slaapkamers, twee badkamers, twee toilette en twee motorhuise.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en well binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 20,25% (tweintig komma twee vyf persent) per jaar vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonniskskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, en waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, en/of p.a. die Eksekusieskuldeiser se prokureurs, Symington & De Kok, Voortrekkerstraat 169, Bloemfontein.

Geteken te Bloemfontein op hierdie 27ste dag van November 1996.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, Voortrekkerstraat 169, Bloemfontein.

Saak No. 1594/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTHAVILLE GEHOU TE BOTHAVILLE

In die saak tussen EERSTE NASIONALE BANK, Eiser, en CAREL FREDERICK CHRISTOFFEL CLAASEN, Verweerder

Kragtens 'n vonnis in hierdie saak, word die volgende eiendom by die Balju vir die Landdroshof se Kantore, Presidentstraat 90, Bothaville, in eksekusie verkoop op 8 Januarie 1997 om 17:00:

(1) Sekere gedeelte bekend as Rustoord 793 van die plaas Gelukskraal 56, distrik Bothaville, groot 88,2699 hektaar.

(2) Sekere gedeelte bekend as Rustoord 791 van die plaas Gelukskraal 56, distrik Bothaville, groot 88,3513 hektaar, gehou kragtens Transportakte T11002/96.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Presidentstraat 90, Bothaville, en van die vernaamste voorwaardes van die verkoping is:

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

2. Dat balans koopprys met rente daarop teen 25% (vyf-en-twintig persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of ander goedgekeurde waarborg.

3. Die afslaer se kommissie is onmiddellik betaalbaar.

Geteken te Bothaville op hierdie 29ste dag van November 1996.

Bock & Van Es, Prokureurs vir Eiser, Van der Lingenstraat 17 (Posbus 11), Bothaville, 9660.

Case No. 11961/96

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

In the matter between ABSA BANK LIMITED (UNITED), Plaintiff, and BERNARD NCHAKHA MOKETE, First Defendant, and MASANKI ELIZABETH MOKETE, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 6 November 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 7 March 1997 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 7616, situated in the City of Welkom, District of Welkom, measuring 833 (eight hundred and thirty -three) square metres, held by the Defendants by virtue of Deed of Transfer T14415/1991, known as 8 Constantia Road, Reitz Park, Welkom.

Improvements: Residential property with: Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. *Outbuildings:* None (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of 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 29th 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/UN360.)

Case No. 13302/96**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM****In the matter between ABSA BANK LIMITED (UNITED), Plaintiff, and ZWELINZIMA ELLIOTT NOBATANA, Defendant**

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 11 November 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 14 March 1997 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 18558, situated in the Township of Thabong, District of Welkom, measuring 326 (three hundred and twenty-six) square metres, held by the Defendant by virtue of Certificate of Registered Grant of Leasehold TL3209/1991, known as 18558 Thabong, District of Welkom.

Improvements: Residential property with a lounge, kitchen, two bedrooms and bathroom with toilet. *Outbuildings:* None (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 4th day of December 1996.

M. C. Louw, for Neumann Van Rooyen Inc., Attorney for Plaintiff, Heeren II Building, Heeren Street, Welkom, 9459. (Ref. M. C. Louw/LVR/UN412.)

Case No. 13301/96**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM****In the matter between ABSA BANK LIMITED (UNITED), Plaintiff, and LUNGILE NIMROD MBUKUQU, First Defendant, and TOZAMA MBUKUQU, Second Defendant**

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 11 November 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 7 March 1997 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 18133, situated in the Township of Thabong, District of Welkom, measuring 288 (two hundred and eighty-eight) square metres, held by the Defendants by virtue of Deed of Transfer T14946/1992, known as 18133 Thabong, District of Welkom.

Improvements: Residential property with a lounge, kitchen, two bedrooms and bathroom with toilet. *Outbuildings:* None (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 3rd day of December 1996.

M. C. Louw, for Neumann Van Rooyen Inc., Attorney for Plaintiff, Heeren II Building, Heeren Street, Welkom, 9459. (Ref. M. C. Louw/LVR/UN413.)

Case No. 12671/96

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

In the matter between ABSA BANK LIMITED (UNITED), Plaintiff, and ALEXIS TSIETSI NKANE, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 4 November 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 7 April 1997 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 18771, situated in the Township of Thabong, District of Welkom, measuring 381 (three hundred and eighty-one) square metres, held by the Defendant by virtue of Certificate of Registered Grant of Leasehold TL3064/1991, known as 18771 Thabong, District of Welkom.

Improvements: Residential property with lounge, kitchen, two bedrooms, bathroom and toilet. *Outbuildings:* None (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 4th day of December 1996.

M. C. Louw, for Neumann Van Rooyen Inc., Attorney for Plaintiff, Heeren II Building, Heeren Street, Welkom, 9459. (Ref. M. C. Louw/LVR/UN405.)

Case No. 13299/96

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

In the matter between ABSA BANK LIMITED (UNITED), Plaintiff, and MALEFETLANE JOHANNES MOCHESANE, First Defendant, MOLIEHI ANAH MOCHESANE, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 12 November 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 14 March 1997 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 18498, 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 TL3213/1991, known as 18498 Thabong, District of Welkom.

Improvements: Residential property with lounge, kitchen, two bedrooms and bathroom with toilet. **Outbuildings:** None (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 4th day of December 1996.

M. C. Louw, for Neumann Van Rooyen Inc., Attorney for Plaintiff, Heeren II Building, Heeren Street, Welkom, 9459. (Ref. M. C. Louw/LVR/UN414.)

Case No. 13252/96

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

In the matter between ABSA BANK LIMITED (UNITED), Plaintiff, and MATHEWS MHLANGA, Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 11 November 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 14 March 1997 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 23814, situated in the Township of Thabong, District of Welkom, measuring 260 (two hundred and sixty) square metres, held by the Defendant by virtue of Certificate of Registered Grant of Leasehold TL11090/1990, known as 23814 Thabong, District of Welkom.

Improvements: Residential property with lounge, kitchen, three bedrooms and bathroom with toilet. **Outbuildings:** None (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 4th day of December 1996.

M. C. Louw, for Neumann Van Rooyen Inc., Attorney for Plaintiff, Heeren II Building, Heeren Street, Welkom, 9459. (Ref. M. C. Louw/LVR/UN409.)

Case No. 13920/96

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

In the matter between ABSA BANK LIMITED (UNITED), Plaintiff, and MOTHOBHI JOHANNES MASIKANE, First Defendant, MATSEPO ANACLETA MASIKANE, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 15 November 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 14 March 1997 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 18496, 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 TL5761/1991, known as 18496 Thabong, District of Welkom.

Improvements: Residential property with lounge, kitchen, two bedrooms and bathroom with toilet. *Outbuildings:* None (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom,

100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 4th day of December 1996.

M. C. Louw, for Neumann Van Rooyen Inc., Attorney for Plaintiff, Heeren II Building, Heeren Street, Welkom, 9459. (Ref. M. C. Louw/LVR/UN314.)

Case No. 12950/96

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

In the matter between ABSA BANK LIMITED (ALLIED), Plaintiff, and KOPOSHA THOMAS NSINGWANE, First Defendant, and NANJABEKO ASSENETH NSINGWANE, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 4 November 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 7 March 1997 at 11:00, at the Magistrate's Court, Tulbach Street, Welkom, namely:

Certain Erf 13426, Thabong, District of Welkom, measuring 425 (four hundred and twenty-five) square metres, held by the Defendants by virtue of Deed of Transfer TL9667/1991, known as 13426 Thabong, District of Welkom.

Improvements: Residential property with lounge, kitchen, two bedrooms and bathroom with toilet. *Outbuildings:* Toilet (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 4th day of December 1996.

M. C. Louw, for Neumann Van Rooyen Inc., Attorney for Plaintiff, Heeren II Building, Heeren Street, Welkom, 9460. (Ref. M. C. Louw/LVR/AL1043.)

Case No. 13253/96

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

In the matter between ABSA BANK LIMITED (UNITED), Plaintiff, and MATSHIDISO WILLIAM LEBONA, First Defendant, and MASABATA ALICIA LEBONA, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 11 November 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 7 March 1997 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 19352, situated in the Township of Thabong, District of Welkom, measuring 253 (two hundred and fifty-three) square metres, held by the Defendants by virtue of Certificate of Registered Grant of Leasehold TL1798/1990, known as 19352 Thabong, District of Welkom.

Improvements: Residential property with lounge, kitchen, two bedrooms and bathroom with toilet. *Outbuildings:* None (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act, 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the cost of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 4th day of December 1996.

M. C. Louw, for Neumann Van Rooyen Inc., Attorney for Plaintiff, Heeren II Building, Heeren Street, Welkom, 9459. (Ref. M. C. Louw/LVR/UN410.)

Saak No. 8147/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NBS BANK BEPERK, Eiser, en VIRGINIA FERREIRA, Verweerder

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein en kragtens 'n lasbrief gedateer 14 Mei 1996, sal die volgende eiendom/me van die Verweerder per publieke veiling vir kontant op Vrydag, 17 Januarie 1997 om 10:00, te Peetlaaningang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 7016, geleë in die stad en distrik Bloemfontein, groot 902 (negehonderd-en-twee) vierkante meter, gehou kragtens Akte van Transport T8668/1993.

Die eiendom bestaan onder andere uit die volgende: Sit-/eetkamer, kombuis, drie slaapkamers, badkamer, toilet, motorhuis en bediendekamer.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom(me) sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

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

(c) Die koper sal verantwoordelik wees vir betaling van rente aan Eiser bereken teen 18,25% (agtien komma twee vyf persent) per jaar vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, en waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, en/of p.a. die Eksekusieskuldeiser se prokureurs, mnre. Symington & De Kok, Tweede, Derde en Vierde Verdiepings, NBS-gebou, Elizabethstraat, Bloemfontein.

Geteken te Bloemfontein op hierdie 5de dag van Desember 1996.

P. A. C. Jacobs, Prokureur vir Eiser, Symington & De Kok, NBS-gebou, Bloemfontein.

PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

VAN'S AFSLAERS

VEILING: EIENDOM

In opdrag van die Likwidateur van **Phumalanga Investments (Edms.) Bpk.**, in likwidasie, T2963/96, verkoop Van's Afslaaers ondervermelde boedelbate, onderhewig aan bekragtiging, per openbare veiling op 23 Desember 1996 om 11:00 te Merry Hillrylaan 54, Kenton on Sea.

Beskrywing: Erf 1307, Kenton on Sea, groot 792 m².

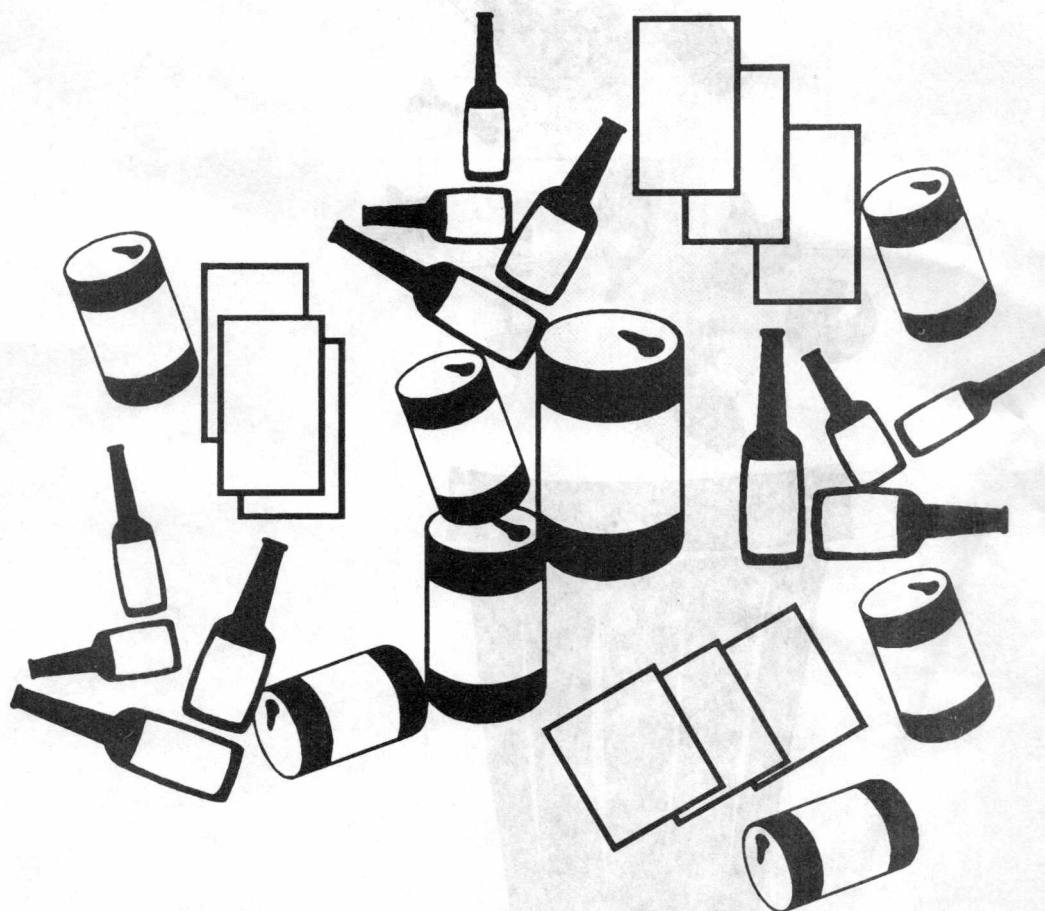
Verbeterings: Drieslaapkamerwoning.

Betaling: 10% deposito plus kommissie. Balans binne 30 dae.

Inligting: (012) 335-2974.

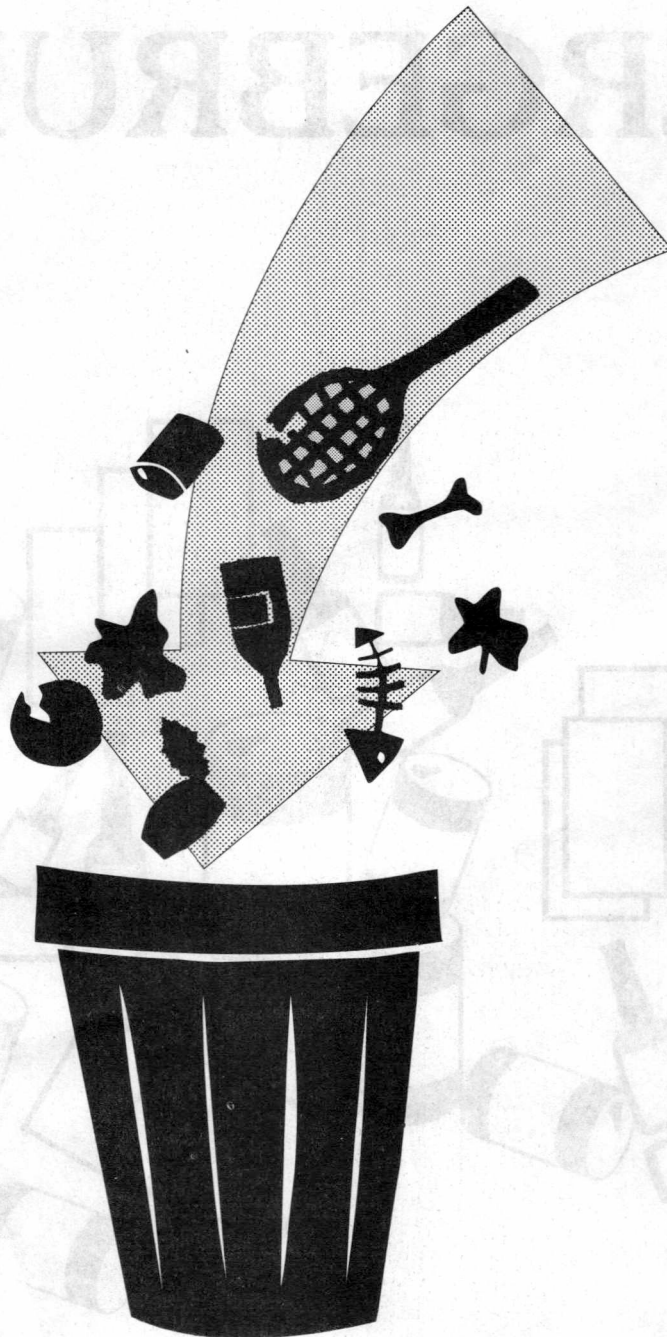


RECYCLE HERGEBRUIK



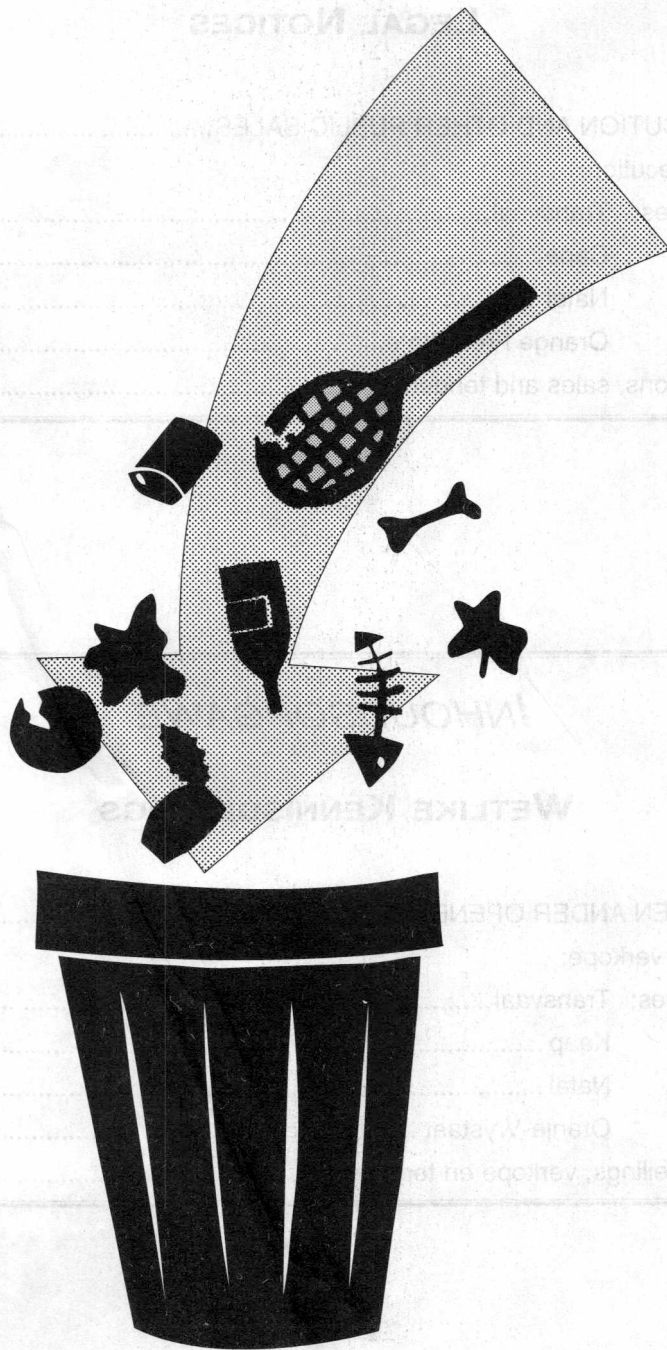
Department of Environmental Affairs

Keep South Africa Clean



Throw trash where it belongs

Hou Suid-Afrika Skoon



Gooi rommel waar dit hoort

TABLE OF CONTENTS

LEGAL NOTICES

	<i>Page</i>
SALES IN EXECUTION AND OTHER PUBLIC SALES.....	10
Sales in execution:	
Provinces: Transvaal.....	10
Cape	64
Natal	95
Orange Free State.....	105
Public auctions, sales and tenders	116

INHOUDSOPGAWE

WETLIKE KENNISGEWINGS

	<i>Bladsy</i>
GEREGTELIKE EN ANDER OPENBARE VERKOPE	10
Geregtelike verkope:	
Provinsies: Transvaal.....	10
Kaap	64
Natal	95
Oranje-Vrystaat	105
Openbare veilings, verkope en tenders	116
