REPUBLIC OF SOUTH AFRICA

REPUBLIEK VAN SUID-AFRIKA

Government Gazette
Staatskoerant

Vol. 381 PRETORIA, 7 MARCH MAART 1997 No. 17825

LEGAL NOTICES

WETLIKE KENNISGEWINGS

B

SALES IN EXECUTION AND OTHER PUBLIC SALES

GEREGTELIKE EN ANDER OPENBARE VERKOPE

LIST OF FIXED TARIFF RATES

AND

CONDITIONS

FOR PUBLICATION OF LEGAL NOTICES IN THE *GOVERNMENT GAZETTE*

(COMMENCEMENT: 1 MAY 1995)

LIST OF FIXED TARIFF RATES

Standardised notices	*Rate per insertion*
	R
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 *Government Gazette*, closing date 15 January (per entry of "name, address and amount")	8,10
Non-standardised notices	
COMPANY NOTICES:	
Short notices: Meetings, resolutions, offer of compromise, conversion of company, voluntary windings-up; closing of transfer or members' registers and/or declaration of dividends	62,90
Declaration of dividend with profit statements, including notes	144,80
Long notices: Transfer, changes with respect to shares or capital, redemptions, resolutions, voluntary liquidations	218,80
LIQUIDATOR'S AND OTHER APPOINTEES' NOTICES	49,40
LIQUOR LICENCE NOTICES in extraordinary *Gazette:*	
All provinces appear on the first Friday of each calendar month	46,70
(Closing date for acceptance is two weeks prior to date of publication.)	
ORDERS OF THE COURT:	
Provisional and final liquidations or sequestrations	82,20
Reductions or changes in capital, mergers, offer of compromise	218,80
Judicial managements, *curator bonus* and similar and extensive rules *nisi*	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

Gestandaardiseerde kennisgewings	*Tarief per plasing*
	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 *Staatskoerant,* sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag")	8,10
VERLORE LEWENSVERSEKERINGSPOLISSE: Vorm VL	16,50
Nie-gestandaardiseerde kennisgewings	
DRANKLISENSIE-KENNISGEWINGS in buitengewone *Staatskoerant:*	
Alle provinsies verskyn op eerste Vrydag van elke kalendermaand	46,70
(Sluitingsdatum van indiening is twee weke voor publiseringsdatum.)	
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 lederegisters 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, *kurator bonis* en soortgelyke en uitgebreide bevele *nisi*	218,80
Verlenging van keerdatum	27,60
Tersydestelling en afwysings van aansoeke (J 158)	27,60

WORD COUNT TABLE

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

WOORDETAL-TABEL

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

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

CONDITIONS FOR PUBLICATION
VOORWAARDES VIR PUBLIKASIE

CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

SLUITINGSTYE VIR DIE AANNAME VAN KENNISGEWINGS

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

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

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

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

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

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

APPROVAL OF NOTICES

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

THE GOVERNMENT PRINTER INDEMNIFIED AGAINST LIABILITY

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

(1) any delay in the publication of a notice or publication of such notice on any date other than that stipulated by the advertiser;

(2) erroneous classification of a notice, or the placement of such notice in any section or under any heading other than the section or heading stipulated by the advertiser;

(3) any editing, revision, omission, typographical errors or errors resulting from faint or indistinct copy.

LIABILITY OF ADVERTISER

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

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

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

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

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

(5) In geval van 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 impresions 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 ongekanselleerde inkomsteseëls betaal is nie.

13. *By kansellasie 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 verkoopprys van die Staatsdrukker bestel word. Geen aanspreeklikheid word aanvaar vir die versuim om sodanige *Staatskoerant(e)* te pos of vir vertraging in die versending daarvan nie.

Important Notice

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

Belangrike Kennisgewing

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

IMPORTANT ANNOUNCEMENT

Closing times PRIOR TO PUBLIC HOLIDAYS for LEGAL NOTICES GOVERNMENT NOTICES 1997

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

- **12 March,** Wednesday, for the issue of Thursday **20 March**
- **19 March,** Wednesday, for the issue of Thursday **27 March**
- **26 March,** Wednesday, for the issue of Friday **4 April**
- **22 April,** Tuesday, for the issue of Friday **2 May**
- **12 June,** Thursday, for the issue of Friday **20 June**
- **18 September,** Thursday, for the issue of Friday **26 September**
- **11 December,** Thursday, for the issue of Friday **19 December**
- **15 December,** Monday, for the issue of Wednesday **24 December**
- **19 December,** Friday, for the issue of Friday **2 January 1998**

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 GOEWERMENTSKENNISGEWINGS 1997

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

- **12 Maart,** Woensdag, vir die uitgawe van Donderdag **20 Maart**
- **19 Maart,** Woensdag, vir die uitgawe van Donderdag **27 Maart**
- **26 Maart,** Woensdag, vir die uitgawe van Vrydag **4 April**
- **22 April,** Dinsdag, vir die uitgawe van Vrydag **2 Mei**
- **12 Junie,** Donderdag, vir die uitgawe van Vrydag **20 Junie**
- **18 September,** Donderdag, vir die uitgawe van Vrydag **26 September**
- **11 Desember,** Donderdag, vir die uitgawe van Vrydag **19 Desember**
- **15 Desember,** Maandag, vir die uitgawe van Woensdag **24 Desember**
- **19 Desember,** Vrydag, vir die uitgawe van Vrydag **2 Januarie 1998**

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

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

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

SALES IN EXECUTION • GEREGTELIKE VERKOPE

TRANSVAAL

Case No. 22604/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and PETHO, LASZLO, First Execution Debtor, and COETZEE, ELIZABETH VICTORA, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg, on 27 March 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, Johannesburg South, 100 Sheffield Road, Turfontein, prior to the sale:

Certain Erf 343, Oakdene Extension 1 Township, Registration Division IR, Gauteng, being 66 Erongo Avenue, Oakdene Extension 1, Johannesburg, measuring 891 (eight hundred and ninety-one) square metres.

The property is zoned Residential.

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

Dated at Johannesburg on this 14th day of February 1997.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/P453.)

Case No. 20380/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and OOSTHUIZEN, RONELL, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 4 April 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, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, prior to the sale:

Certain Erf 27, Floracliffe Township, Registration Division IQ, Gauteng, being 14 Scaffell Road, Floracliffe, Roodepoort, measuring 2 517 (two thousand five hundred and seventeen) square metres.

The property is zoned Residential.

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

Dated at Johannesburg on this 14th day of February 1997.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/O.128.)

Case No. 26584/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and CHAKHALA, HARRY TREMORIO, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg, on 27 March 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, Johannesburg Central, 29 Lepus Street, Crown Extension 8, Johannesburg, prior to the sale;

Certain: A unit consisting of:

(a) 1. Section 11, as shown and more fully described on Sectional Plan SS77/92, in the scheme known as Montrose, in respect of the land and building or buildings situated at Berea Township, in the area of the Greater Johannesburg Metropolitan Council, of which the floor area, according to the said sectional plan, is 120 (one hundred and twenty) square metres in extent, being 33 Montrose, corner of Barnato and Lily Streets, Berea, Johannesburg.

2. Section 24, as shown and more fully described on Sectional Plan SS77/92, in the scheme known as Montrose in respect of the land and building or buildings situated at Berea Township, in the area of the Greater Johannesburg Metropolitan Council, of which the floor area, according to the said sectional plan, is 9 (nine) square metres, in extent, being 33 Montrose, corner of Barnato and Lily Street, Berea, Johannesburg.

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

(c) An exclusive use area described as Parking Bay P2, measuring 11 (eleven) square metres, being part of the common property, comprising the land and the scheme known as Montrose in respect of the land and building or buildings situated at Berea Township, The Greater Johannesburg Metropolitan Council, as shown and more fully described on Sectional Plan SS77/92.

The property is zoned Residential.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A simplex flat with tile roof, comprising kitchen, lounge, dining-room, two bedrooms, bathroom, separate toilet, balcony, shower with outbuildings with similar construction comprising of store-room and parking bay.

Dated at Johannesburg on this 14th day of February 1997.

S. J. Hodgson, for Ramsay, Webber & Company. (Tel. 838-5451.) (Ref. Foreclosures/cm/C509.)

Case No. 26452/95
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and ZEEDERBERG, FRANCINE PAULINE, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg, on 27 March 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, Johannesburg East, 69 Juta Street, Johannesburg, prior to the sale:

Certain—

1. Erf 7469, Kensington Township, Registration Division IR, Gauteng, being 41 Gloucester Road, Kensington, Johannesburg.

2. Erf 7470, Kensington Township, Registration Division IR, Gauteng, being 41 Gloucester Road, Kensington, Johannesburg,

measuring 495 (four hundred and ninety-five) square metres; and 495 (four hundred and ninety-five) square metres.

The property is zoned Residential.

The following information is furnished re the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with iron roof, comprising kitchen, lounge/dining-room, three bedrooms, two bathrooms, family room and study with outbuildings with similar construction comprising double garage, servant's room, bathroom and swimming-pool.

Dated at Johannesburg on this 15th day of February 1997.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/Z68.)

Case No. 16879/95
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and No. 1 PANORAMA GARDENS (PTY) LTD, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg, on 27 March 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, Johannesburg South, 100 Sheffield Road, Turffontein, prior to the sale:

Certain unit consisting of—

(a) Section 1, as shown and more fully described on Sectional Plan SS 77/1991 in the scheme known as Panorama Gardens in respect of the land and building or buildings situated at Panorama Gardens in the area of Johannesburg, of which the floor area, according to the said sectional plan, is 179 (one hundred and seventy-nine) square metres in extent, being Flat 1, Panorama Gardens, Soetdoring Avenue, Bassonia Extension 1, Johannesburg;

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section; and

(c) exclusive use areas described as Yard Y1 and Y2, measuring 21 (twenty-one) square metres and 23 (twenty-three) square metres respectively, being part of the common property, comprising the land and the scheme known as Panorama Gardens in respect of the land and building or buildings situated at Panorama Gardens, Johannesburg as shown and more fully described on Sectional Plan SS77/1991.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A duplex unit comprising kitchen, lounge/dining-room, three bedrooms and two bathrooms with outbuildings with similar construction comprising two garages, servant's room, toilet, shower and laundry.

Dated at Johannesburg on this 14th day of February 1997.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/P216.)

Case No. 21814/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and RENEKE, OSBORNE TERRY, First Execution Debtor, and RENEKE, ETHEL, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 25 March 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, prior to the sale:

Certain Erf 1584, Eden Park Extension 1 Township, Registration Division IR, Gauteng, being 17 Valiant Street, Eden Park Extension 1, Alberton, measuring 498 (four hundred and ninety-eight) square metres.

The property is zoned Residential.

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

Dated at Johannesburg on this 13th day of February 1997.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/R180.)

Case No. 10871/93
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and OPPERMAN, KENYON NATHANIAL, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Alberton, on 25 March 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, prior to the sale:

Certain Erf 1306, Eden Park Extension 1 Township, Registration Division IR, Gauteng, being 23 Hillman Street, Eden Park Extension 1, Alberton, measuring 566 (five hundred and sixty-six) square metres.

The property is zoned Residential.

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

Dated at Johannesburg on this 13th day of February 1997.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/O.35.)

Case No. 30452/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and OPPERMAN, JOHANNES ARNOLDUS, First Execution Debtor, and OPPERMAN, ADEL, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the front of the Magistrate's Court, Pollock Street, Randfontein, on 4 April 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Magistrate's Court, Randfontein, 19 Pollock Street, Randfontein, prior to the sale:

Certain Holding 66, Hillside Agricultural Holdings Township, Registration Division IQ, Gauteng, being 66 Pemberthie Street, Hillside Agricultural Holdings, Randfontein, measuring 1,7131 (one comma seven one three one) hectares.

The property is zoned Residential.

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

Dated at Johannesburg on this 14th day of February 1997.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/O.136.)

Case No. 12524/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and RAPELANG, OLEBOGENG JAPIE, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Germiston South, on 7 April 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, Germiston South, Third Floor, United Building, 177 President Street, Germiston, prior to the sale:

Certain Erf 720, Dinwiddie Township, Registration Division IR, Gauteng, being 158 Blackreef Road, Dinwiddie, Germiston, measuring 773 (seven hundred and seventy-three) square metres.

The property is zoned Residential.

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

Dated at Johannesburg on this 14th day of February 1997.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/R384.)

Case No. 9691/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and WARNE, GAVIN HERBERT, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg, on 27 March 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, Johannesburg South, 100 Sheffield Road, Turffontein, prior to the sale:

Certain: A Unit consisting of:

(a) Section 5, as shown and more fully described on Sectional Plan SS 85/1987, in the scheme known as Sherwood Court in respect of the land and building or buildings situated at Forest Hill Township in the area of Johannesburg, of which the floor area, according to the said sectional plan, is 56 (fifty-six) square metres in extent, being 5 Sherwood Court, corner of Reeders and Carter Road, Forest Hill, Johannesburg.

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

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

Dated at Johannesburg on this 14th day of February 1997.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/AVB/W232.)

Saak No. 22677/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en NAGEL (gebore Vorster), ENGELA CATHERINA, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 21 November 1996, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria Sentraal, op 25 Maart 1997 om 10:00, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Deel 28 en Deel 57, soos getoon en volledliger beskryf op Deelplan SS59/1980 in die skema bekend as Belvoir, beter bekend as Belvoir 401, Jacob Marestraat 320, Pretoria, Deel 28, 51 (een-en-vyftig) vierkante meter, Deel 57, 17 (sewentien) vierkante meter.

Sonering: Woonstel.

Die eiendom is verbeter en bestaan uit 'n woonstel bestaande uit 'n sit/eetkamer, slaapkamer, kombuis, badkamer/w.k. en motorhuis.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju, ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Messcorhuis, Margarethastraat 30, Pretoria.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF1070)]

Saak No. 24698/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en BAYNES, KEITH ROLAND, Eerste Verweerder, en BAYNES, SOPHIA MARY CLARE, Tweede Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 11 Desember 1996, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria Noord-Oos, op 25 Maart 1997 om 10:00, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Erf 1125, geleë in die dorpsgebied Silverton-uitbreiding 5, Registrasieafdeling JR, Gauteng, beter bekend as Bleshoenderstraat 878, Silverton-uitbreiding 5, groot 793 (sewehonderd drie-en-negentig) vierkante meter.

Sonering: Spesiale Woon.

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

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju, ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Pretoriusstraat 1210, Hatfield.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria (Tel. 322-8600.) [Verw. T du Plessis/AN (FF 1150)]

Case No. 7898/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOHANNA SUSANNA HERBST, Defendant

In pursuance of a judgment in the Court for the Magistrate of Brakpan, on 6 January 1997 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 18 April 1997 at 11:00, at the premises of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 353, Brakpan North Extension 1 Township, situated at 15 Hayes Street, in the Township of Brakpan North Extension 1, District of Brakpan, measuring 1 034 (one thousand and thirty-four) square metres.

Zoned: Residential 1.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled pitched roof, comprising a lounge, kitchen, three bedrooms and two bathrooms, with fencing (four sides precast walling).

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

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

Dated at Benoni on this 13th day of February 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue (P.O. Box 1381), Benoni, 1500. (Tel. 422-1350.) (Ref. N57062/Mrs West.)

Case No. 2706/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and VOSLOO, MARTIN HENRY, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg, on 27 March 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, Johannesburg South, 100 Sheffield Road, Turffontein, prior to the sale:

Certain: Erf 241, Mayfield Park Township, Registration Division IR, Gauteng, being 38 Koedoe Road, Mayfield Park, Johannesburg, measuring 991 (nine hundred and ninety-one) square metres.

The property is zoned Residential.

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

Dated at Johannesburg on this 14th day of February 1997.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/V161.)

Case No. 8798/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and RANGATA, MANGADI MOSES, First Execution Debtor, and RANGATA, SETHOMBE LEAH, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg, on 27 March 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, Johannesburg South, 100 Sheffield Road, Turffontein, prior to the sale:

Certain: Erf 1126, Winchester Hills Extension 3 Township, Registration Division IR, Gauteng, being 28 Wild Olive Street, Winchester Hills Extension 3, Johannesburg, measuring 1 016 (one thousand and sixteen) square metres.

The property is zoned Residential.

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

Dated at Johannesburg on this 14th day of February 1997.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/R330.)

Case No. 25840/96
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SEKGOBELA, MOSHOTLHI JOSEPH, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 27 March 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 of the Supreme Court, prior to the sale:

Certain Erf 47, Forest Hill Township, Registration Division IR, Province of Gauteng, area 495 (four hundred and ninety-five) square metres, situated at 10 Turf Street, Forest Hill.

Improvements (not guaranteed): A house under iron roof consisting of three bedrooms, bathroom, kitchen, lounge, dining-room, garage, servants' quarters, carport, swimming-pool and walls around property.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 of the proceeds of the sale and 3% (three per cent) on the balance thereof subject to a maximum commission of R7 000 and a minimum of R260.

Dated at Johannesburg on this 14th day of February 1997.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ2012.)

Case No. 104/96
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and VERMAAK, JOHANNES FREDRUKUS, First Defendant, and VERMAAK, MARIA ALETTA, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, on Wednesday, 26 March 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 of the Supreme Court, prior to the sale:

Certain Portion 3, of Erf 180, Krugersdorp Township, Registration Division IQ, Province of Gauteng, area 1 000 (one thousand) square metres, situated at 3 Van Niekerk Street, Krugersdorp.

Improvements (not guaranteed): A house under iron roof consisting of bedrooms, bathroom, kitchen, lounge and dining-room, with garages and walls around the property.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 of the proceeds of the sale and 3% (three per cent) on the balance thereof subject to a maximum commission of R7 000 and a minimum of R260.

Dated at Johannesburg on this 17th day of February 1997.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1059.)

Case No. 27378/96
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and SIKAKANE, SOLOMON, First Defendant, and SIKAKANE, NTOMBIFUTHI EDITH, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 27 March 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 of the Supreme Court, prior to the sale:

Certain Erf 487, Mondeor Township, Registration Division IR, Province of Gauteng, area 1 190 (one thousand one hundred and ninety) square metres, situated at 277 Dunford Street, Mondeor.

Improvements (not guaranteed): A house consisting of four bedrooms, two bathrooms, shower, kitchen, lounge, dining-room, family room, garages, servant's room, storeroom and swimming-pool.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 of the proceeds of the sale and 3% (three per cent) on the balance thereof subject to a maximum commission of R7 000 and a minimum of R260.

Dated at Johannesburg on this 14th day of February 1997.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresX223.)

Case No. 25699/96
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MNGUNI, NKOSINATHI ABILITY THEMBINKOSI, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 27 March 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 of the Supreme Court, prior to the sale:

Certain Erf 1146, Jabulani Township, Registration Division IQ, Province of Gauteng, 256 (two hundred and fifty-six) square metres, situated at 1146 Bendile Street, Jabulani, Soweto.

Improvements (not guaranteed): A house consisting of three bedrooms, bathroom, shower, kitchen, lounge, dining-room, garage and two carports.

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

Dated at Johannesburg on this 14th day of February 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresX206.)

Case No. 26905/95
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NAIDU, KERAPPA, First Defendant, NAIDU, WASMATHY, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 27 March 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 of the Supreme Court, prior to the sale:

Certain Portion 48 of Erf 724, Kew Township, Registration Division IR, Province of Gauteng, 1 487 (one thousand four hundred and eighty-seven) square metres, situated at 76 Second Avenue, Kew.

Improvements (not guaranteed): A house under tiled roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, garage, store-room and swimming-pool with brick walls around property.

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

Dated at Johannesburg on this 14th day of February 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ519.)

Case No. 18566/96
PH 334

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and JOSEPH HELEN LYDIA (formerly WHITE), 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 on the premises at 75 Vorster Avenue, Glenanda, Johannesburg, on 3 April 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, Johannesburg South, 100 Sheffield Street, Turffontein, prior to the sale:

Certain Erf 564, Glenanda Township, Registration Division IR, Province of Gauteng, being 75 Vorster Avenue, Glenanda, Johannesburg), measuring 991 (nine hundred and ninety-one) square metres.

The following information is furnished *re* improvements, though in this respect nothing is guaranteed: Dwelling house comprising of kitchen, four bedrooms, two bathrooms, passage, lounge and dining-room. *Outbuildings:* Double garage, servants' quarters and swimming-pool

Terms: 10% (ten per cent) of the purchase price in cash upon conclusion of the sale, the balance and interest on the full purchase price payable against registration of transfer, to be secured by the bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of 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 13th day of February 1997.

De Vries Serobe, Attorneys for Plaintiff, 42nd Floor, Carlton Centre, corner Commissioner and Von Wielligh Streets, Johannesburg. (Tel. 331-9128.) (Ref. M. Postma/ap Z24927.)

Case No. 1781/96

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

In the matter between ABSA BANK LIMITED trading as TRUST BANK CARD DIVISION, Plaintiff, and RUDOLPH DAWID KUHN, Defendant

In pursuance of a judgment granted on 29 January 1996, in the Pretoria Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 25 March 1997 at 10:00, at N. G. Sinodale Sentrum, 234 Visagie Street, Pretoria, to the highest bidder:

Description: Remaining Extent of Portion 1 of Erf 199, Jan Niemandpark Township, Registration Division JR, Province of Gauteng, in extent 694 (six hundred and ninety-four) square metres.

Street address: 56 Jan Coetzee Street, Jan Niemand Park, Pretoria.

Improvements: Lounge, toilet, family/TV-room, bathroom, three bedrooms, kitchen, dining-room and garage.

Nothing is guaranteed in this regard. Held by the Defendant under Deed of Transfer T67586/1991.

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

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

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

4. Transfer shall be effected by the attorneys appointed by the Execution Creditor and the purchaser shall pay all transfer costs, current rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 1210 Pretorius Street, Hatfield, Pretoria.

Dated at Pretoria on this 14th day of February 1997.

M. P. Hislop, for Routledges, Plaintiff's Attorneys, 16th Floor, Volkskas Centre, 230 Van der Walt Street, P.O. Box 2103, Pretoria. (Tel 320-6868.) (Ref.: r86180M Hislop/GJN/jm.)

Saak No. 105/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN EKANGALA GEHOU TE EKANGALA

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en MASETHUNYA NICODIMUS MAEPA, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde Hof op 26 Julie 1994 toegestaan is, verkoop word op Woensdag, 23 April 1997 om 12:00, voor die Landdroskantoor te Ekangala, in eksekusie, ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Baljukantoor te Landdroskantoor, Ekangala, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Erf 3525 in die dorpsgebied Ekangala, distrik Mkobola, groot 280 (twee agt nul) vierkante meter, gehou kragtens Grondbrief G110/91.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet 21 van 1944 sal die eiendom aan die hoogste bieder verkoop word. Indien daar 'n reserweprys is sal dit op die dag van die veiling bekendgemaak word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Bronkhorstspruit op hede die 17de dag van Februarie 1997.

Geo Kilian, vir Geo Kilian Prokureurs, Krugerstraat 55, Bronkhorstspruit, 1020. (Verw. Kilian/lh/Saambou 43.)

Case No. 11102/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and HERMAN VAN DER WALT, First Defendant, ISABELLA JOHANNA HENDRIKA VAN DER WALT, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 12 December 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 9 April 1997 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder.

Certain Erf 304, Crystal Park Township, situated on 3 Bencor Road, in the Township of Crystal Park, District of Benoni, measuring 999 (nine hundred and ninety-nine) square metres.

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

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

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

Dated at Benoni on this 19th day of February 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 422-1350.) (Ref. N57103/Mrs West.)

Case No. 4329/94

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

In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and IVAN DESMOND STRYDOM, First Defendant, and YVONNE EVA STRYDOM, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 1 December 1994, and a writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 4 April 1997 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Erf 183, Delmore Park Extension 2 Township, situated at 14 Slinger Street, in the Township of Delmore Park Extension 2, District of Boksburg, measuring 299 (two hundred and ninety-nine) square metres.

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

Building built of brick and plaster, tiled roof, comprising of a lounge, kitchen, two bedrooms, bathroom and w.c.

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

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

Dated at Boksburg on this 19th day of February 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, c/o 10 Bloem Street, Boksburg. (Tel. 422-1350.) (Ref. B1086F/Mrs West.)

Case No. 26918/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ZULU KLEINBOOI MAHLANGU, First Defendant, and SONO ANANIA MAHLANGU, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Soshanguve, on Thursday, 3 April 1997 at 11:00:

Full conditions of sale can be inspected at the Sheriff, Soshanguve, at 5881 Magistrate's Court Road, Zone 5, Ga Rankuwa, and will be read out prior to the sale.

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

Property: Erf 906, Block AA PB370/1979, Soshanguve, situated in the district of the District Representative Department of Development Aid.

Improvements: Three bedrooms, two bathrooms, kitchen, lounge and dining-room.

Hack, Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT4657.)

Case No. 21296/94

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

In the matter between SIMON STEYN, Plaintiff, and BENJAMIN DE WET, Defendant

In execution of a judgment of the Magistrate's Court, Randburg, in the above-mentioned suit, a sale without a reserve price will be held by the Sheriff of the Magistrate's Court, Germiston South, at Third Floor, United Building, 177 President Street, Germiston, on 7 April 1997 at 10:00, of the undermentioned property of the Defendant which conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Germiston South, prior to the sale.

Certain Portion 5 of Erf 71, Union Extension 13, Germiston Township, Registration Division IR, Province of Gauteng (also known as 7 Broodboom Street, Dinwiddie, Germiston), measuring 1 132 (one thousand one hundred and thirty-two) square metres.

The following information is furnished *re* improvements, though in this respect nothing is guaranteed: Dwelling-house comprising of three bedrooms, two bathrooms, kitchen, lounge, dining-room and TV-room. Outbuildings comprising of two garages and swimming-pool.

Terms: 10% (ten per cent) of the purchase price in cash upon conclusion of the sale, the balance and interest on the full purchase price payable against registration of transfer, to be secured by the bank, building society or other acceptable guarantee to be furnished within 1 (one) month from the date of the sale.

Auctioneer's charges are payable on the day of the sale and calculated as follows: 2,5% (two comma five per cent) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 1,5% (one comma five per cent) with a maximum charge of R3 500 (three thousand five hundred rand) and a minimum of R260 (two hundred and sixty rand).

Dated at Johannesburg on this 14th day of February 1997.

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 M15595.)

Case No. 2415/96
PH 136

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and CASA D'OR PROPERTY INVESTMENTS (PTY) LTD, First Respondent, DE AGRELLA, MARIA ISABEL, Second Respondent, and DE AGRELLA N.O., MARIA ISABEL, Third Respondent, and UNIVERSAL CORPORATE SERVICES SA (PTY) LTD, Fourth Respondent

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be conducted by the Sheriff, Johannesburg North, at the offices of the Sheriff, 69 Juta Street, Braamfontein, on Thursday, 27 March 1997 at 10:00, of the undermentioned property of the First Respondent on the conditions to be read out by the auctioneer at the time of sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Johannesburg North, 131 Marshall Street, Johannesburg.

Section 2, as shown and more fully described on Sectional Plan SS34/1992, in the scheme known as The Palms, Houghton Estate, Johannesburg, together with an undivided share in the common property and an exclusive use area described as G2 (Garden) in the scheme apportioned to the said section in accordance with the sectional plan being No. 3, The Palms, North Avenue, Houghton Estate, Johannesburg, measuring 358 (three hundred and fifty-eight) square metres, held under Deed of Transfer ST26422/1993.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A unit consisting of entrance hall, lounge, dining-room, family-room, kitchen, three bedrooms, two bathrooms, jacuzzi and swimming-pool.

Zoning: Residential.

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

Dated this 19th day of February 1997.

C. W. McEwan, Plaintiff's Attorneys, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore. (Tel. 783-2091.) (Ref. Mr McEwan/sab/8C519.)

Saak No. 20984/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen STANDARD BANK VAN SA BEPERK (62/00738/06), Eiser, en HENRY MASHEGO, Eerste Verweerder, en PHUCUKILE CIVIL MASHEGO, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Woensdag, 26 Maart 1997 om 10:00, deur die Balju vir die Hooggeregshof, Kriel, gehou te die Landdroshof, Kriel, aan die hoogste bieder:

Erf 681, geleë in die dorp Kriel-uitbreiding 2, Registrasieafdeling IS, Mpumalanga, groot 1 237 (eenduisend tweehonderd sewe-en-dertig) vierkante meter, gehou kragtens Akte van Transport T8305/93.

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

Straatadres: Playfairstraat 7, Kriel-uitbreiding 2, Kriel.

Verbeterings: Woonhuis met teëldak, ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, toilet, garage, huishulpkamer met bad en toilet en voorafvervaardigde omheining.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

Afslaerskoste: Betaalbaar deur die Koper op die dag van verkoping.

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Kriel te Springboksingel 7, Kriel.

Gedateer te Pretoria hierdie 21ste dag van Februarie 1997.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat (Posbus 2205), Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/BVDM/S0397.)

Saak No. 620/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen STADSRAAD VAN WITBANK, Eksekusieskuldeiser, en M. F. H. MOOSA (EDMS.) BPK, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak, op 12 Junie 1996, toegestaan is, op 4 April 1997 om 10:00, te die Landdroskantoor, Delvillestraat, Witbank, in eksekusie verkoop sal word ooreenkomstig die verkoopvoorwaardes wat ter insae lê by die Landdroskantoor, Witbank, vir 'n tydperk van tien (10) dae voor die verkoping, te wete:

Sekere Erf 305, geleë in die dorpsgebied van Klarinet, Registrasieafdeling JS, Transvaal, groot 2 653 (tweeduisend seshonderd drie-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T35601/1985.

Sekere Erf 306, geleë in die dorpsgebied van Klarinet, Registrasieafdeling JS, Transvaal, groot 2 586 (tweeduisend vyfhonderd ses-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T35601/1985.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

1. Onderhewig aan Artikel 66 (2) van Wet 32 van 1944, is die koop sonder reserwe en die eiendom sal aan die hoogste bieder verkoop word.

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne dertig (30) dae vanaf datum van verkoping. Die koper moet binne genoemde periode óf die kontantgeld betaal, óf 'n goedgekeurdewaarborg 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 ensovoort op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 10de dag van Februarie 1997.

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

Case No. 11898/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and TEFFO, TUMAHOLE LISTER LANCELOT, First Execution Debtor, and TEFFO, PATRICIA NTOMBENANE, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, on 27 March 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, Johannesburg West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 325, situated in the Township of Protea North, Registration Division IQ, Gauteng, being 325 Ramachibela Street, Protea North, Soweto, measuring 242 (two hundred and forty-two) square metres.

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

Dated at Johannesburg this 17th day of February 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/T309.)

Case No. 636/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and McWABENI, MZWANDILE WELENSKY, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 4 April 1997 at 11:15, of the undermentioned leasehold of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

All right, title and interest in the Leasehold in respect of Erf 13066, situated in the Township of Vosloorus Extension 23, Registration Division IR, Transvaal, being 13066 Vosloorus Extension 23, Boksburg, measuring 510 (five hundred and ten) square metres.

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

Dated at Johannesburg this 17th day of February 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.1395.)

Case No. 16236/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and REDDY, MANNIE, First Execution Debtor, and REDDY, GONASEGARIE, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 4 April 1997 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Springs, at 56 12th Street, Springs, prior to the sale:

Certain Erf 1105, Bakerton Extension 2 Township, Registration Division IR, Gauteng, being 6 Fox Glove Street, Bakerton Extension 2, Springs, measuring 364 (three hundred and sixty-four) square metres.

The property is zoned Residential.

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

Dated at Johannesburg on this 18th day of February 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/R339.)

Case No. 22093/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and MPHENYEKE, DUDUZILE DINAH (PREVIOUSLY RADEBE), Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, on 4 April 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, Soweto East, Third Floor, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Site 5107, situated in the Township of Pimville Zone 5, Registration Division IR, Gauteng, being 5107 Pimville Zone 5, Soweto, measuring 242 (two hundred and forty-two) square metres.

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

Dated at Johannesburg this 24th day of February 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.2067.)

Case No. 31610/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and TSOTETSI, ALBERT MPHO, First Execution Debtor, and TSOTETSI, ARTEMIA MAKOEKIE, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg North, on 27 March 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, Johannesburg North, 131 Marshall Street, Johannesburg, prior to the sale:

Certain: Section 202 as shown and more fully described on Sectional Plan SS122/92 in the scheme known as Tygerberg in respect of the land and building or buildings situated at Berea Township in the area of the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area, according to the said sectional plan, is 108 (one hundred and eight) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST56608/95, being 202 Tygerberg, corner of Hadfield Road and Primrose Terrace, Berea.

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

Dated at Johannesburg this 17th day of February 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/T368.)

Case No. 33983/92
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

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

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, on 3 April 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, Soweto East, Third Floor, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 9499, situated in the Township of Pimville Zone 6, Registration Division IQ, Gauteng, being 9499 Pimville Zone 6, Johannesburg, measuring 349 (three hundred and forty-nine) square metres.

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

Dated at Johannesburg this 25th day of February 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.495.)

Saak No. 32365/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen EERSTE NASIONALE BANK VAN SA BPK, Eiser, en DODRIDGE MAELE POOE, Verweerder

Ingevolge 'n vonnis van die Landdros vir Pretoria sal 'n openbare veiling met 'n reserweprys op Dinsdag, 25 Maart 1997 om 10:00, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, gehou word kragtens voorwaardes wat nou by die kantoor van die Balju, Pretoria-Sentraal, ingesien kan word en wat deur hom ten tye van die verkoping van die volgende eiendom uitgelees sal word:

Eenheid 3, Relly Court, De Kockstraat 407, Sunnyside, Pretoria.

Die volgende inligting ten aansien van die eiendom word hierby gegee naamlik: Twee en 'n halfslaapkamerwoonstel, badkamer, kombuis en sekuriteit. 78 (agt-en-sewentig) vierkante meter.

Terme: 10% (tien persent) van die koopprys sowel as die afslaerskoste in kontant op die dag van verkoping, die balans teen registrasie van oordrag verseker te word deur 'n bank- of bouverenigingwaarborg wat binne 14 (veertien) dae vanaf die datum van die verkoping voorsien moet word.

Gedateer te Pretoria op hierdie 7de dag van Februarie 1997.

Phillip Barnard Prokureur, Prokureur vir Eiser, Schoemanstraat 1019, Hatfield, Pretoria. [Tel. (012) 342-0251.] (Verw. mnr. Barnard/ik/E00013.)

Case No. 24331/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JOHN KROPE, First Defendant, CATHERINE MAUREEN KROPE, Second Defendant, and FRIZELL KROPE, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held by the Sheriff of Pretoria North East, on 25 March 1997 at 10:00, at the N.G. Sinodale Sentrum, Visagie Street, Pretoria, of the undermentioned property of the Defendants, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Erf 3475, situated in the Township Eersterust Extension 6, Registration Division JR, Transvaal, measuring 800 (eight hundred) square metres, held by Deed of Transfer T38887/95, known as 6 Volga Avenue, Eersterust Extension 6.

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

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

Conditions: The conditions of sale may be inspected at the offices of the Sheriff Pretoria North East, 1210 Pretorius Street, Hatfield.

Dated at Pretoria this 10th day of February 1997.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste and Adams House, Hadefields, 1267 Pretorius Street, Hatfield, Pretoria. (Ref. Mrs Kartoudes/mvr/61201.)

Saak No. 12022/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen ABSA BANK BEPERK, Eiser, en ZACHARIA MOALOSI MOTSOHI, Verweerder

Ingevolge uitspraak van die Landdros van Klerksdorp en lasbrief vir geregtelike verkoping met datum 19 September 1997, sal die ondergemelde eiendom op 4 April 1997 om 10:00, by die kantoor van die Balju, Kamer 413, Sanlamgebou, Kerkstraat, Klerksdorp, aan die hoogste bieër verkoop word, naamlik:

Erf 1629, Khuma, Registrasieafdeling IP, Noordwes-provinsie, groot 260 (tweehonderd-en-sestig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL76752/89.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

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

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

3. Die volgende verbeterings word beweer op die eiendom te wees: Woonhuis bestaande uit twee slaapkamers, sitkamer, eetkamer 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 hierdie 6de dag van Februarie 1997.

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

Saak No. 6176/96

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

In die saak tussen NBS BANK BEPERK, Eksekusieskuldeiser, en M. DANIEL PHAKOE, Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 9 Januarie 1997, die hiernagenoemde eiendom op Donderdag, 27 Maart 1997 om 10:00, by die kantoor van die Balju, Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die kantoor van die Balju, Parkstraat 8, Kempton Park:

Erf 1151, Maokeng-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Gauteng, groot 317 vierkante meter, ook bekend as 1151 Maokeng-uitbreiding 1-dorpsgebied, afdeling Tembisa, gehou onder Titelakte TL17727/89.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie: Sitkamer, badkamer, eetkamer, toilet, twee slaapkamers, kombuis, alles onder 'n teëldak en gedeeltelik omhein.

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

Gedateer te Kempton Park hierdie 18de dag van Februarie 1997.

M. M. Cowley, vir Jacobs & Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23 (Posbus 75), Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/RDB/CN0063.)

Saak No. 5305/96

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

In die saak tussen NBS BANK BEPERK, Eksekusieskuldeiser, en H. J. MATCHEBE, Eerste Eksekusieskuldenaar, en N. M. MATCHEBE, Tweede Eksekusiekuldenaar

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 7 Januarie 1997, die hiernagenoemde eiendom op Donderdag, 27 Maart 1997 om 10:00, by die kantoor van die Balju, Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die Afslaer uitgelees sal word net voor die veiling en welke verkoopvoorwaardes nagegaan kan word te die kantoor van die Balju, Parkstraat 8, Kempton Park:

Erf 124, Elindinga-dorpsgebied, Registrasieafdeling IR, Gauteng, groot 313 vierkante meter, ook bekend as 124 Elindinga, afdeling Tembisa, gehou onder Titelakte TL16671/89.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie: Sitkamer, badkamer, eetkamer, toilet, drie slaapkamers, motorhuis, kombuis en alles onder 'n teëldak.

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

Gedateer te Kempton Park hierdie 19de dag van Februarie 1997.

M. M. Cowley, vir Jacobs & Moodie, Myrtlegebou, Tweede Verdieping, Wesstraat 23 (Posbus 75), Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/RDB/CN0036.)

Case No. 13126/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and ZIMANDE, BAFANA OBED, First Execution Debtor, and ZIMANDE, SESI PEARL, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 4 April 1997 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Springs, 56 12th Street, Springs, prior to the sale:

Certain Erf 110, Wright Park Township, Registration Division IR, Gauteng, being 28 Meyer Drive, Wright Park, Springs, measuring 991 (nine hundred and ninety-one) square metres. The property is zoned Residential.

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

Dated at Johannesburg on this 18th day of February 1997.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/Z101.)

Case No. 7033/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and JOHN EDWARD VAN DRUTEN, Defendant

In execution of a judgment of the Magistrate's Court of Roodepoort in the above action, a sale without a reserve price will be held at the office of the Sheriff, Krugersdorp, on 26 March 1997 at 10:00, of the undermentioned property of the Defendant and the conditions will be available for inspection prior to the sale at the offices of the Sheriff, of the Magistrate's Court, Krugersdorp, Klaburn Hof, 22B Ockerse Street, Krugersdorp:

Erf 3308, Noordheuwel Extention 4, also known as 77 Ruddstreet, Noordheuwel Extension 4, measuring 951 square metres, Registration Division IQ, Transvaal, held by Defendant under Title Deed T42828/95.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single storey tiled roof dwelling with plaster and paint walls consisting of lounge, dining-room, kitchen, entrance hall, three bedrooms, two bathrooms, shower, two w.c.'s and garage.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, a guarantee to be furnished within 14 (fourteen) days from date of sale.

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

Dated at Roodepoort on this 14th day of January 1997.

Sheriff of the Magistrate's Court, Krugersdorp, Klaburn Court, 22B Ockerse Street, Krugersdorp.

Van den Berg & Kotzé, 377 Ontdekkers Road, Florida Park Extension 1. (Tel. 475-8080.) (Ref. Mr v. d. Berg/IVD/0981.)

Case No. 7034/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and JOHN EDWARD VAN DRUTEN, Defendant

In execution of a judgment of the Magistrate's Court of Roodepoort in the above action, a sale without a reserve price will be held at the office of the Sheriff, Krugersdorp, on 26 March 1997 at 10:00, of the undermentioned property of the Defendant and the conditions will be available for inspection prior to the sale at the offices of the Sheriff, of the Magistrate's Court, Krugersdorp, Klaburn Hof, 22B Ockerse Street, Krugersdorp:

Erf 3309, Noordheuwel Extension 4, also known as 77 Ruddstreet, Noordheuwel Extension 4, measuring 951 square metres, Registration Division IQ, Transvaal, held by the Defendant under Title Deed T43533/95.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single storey tiled roof dwelling with plaster and paint walls consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms, two w.c.'s and garage.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, a guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Roodepoort on this 14th day of January 1997.

Sheriff of the Magistrate's Court, Krugersdorp, Klaburn Court, 22B Ockerse Street, Krugersdorp.

Van den Berg & Kotzé, 377 Ontdekkers Avenue, Florida Park Extension 1. (Tel. 475-8080.) (Ref. Mr v. d. Berg/IVD/0980.)

Saak No. 28135/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en NALEDI, SEHOLOHO PATRICK, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Africa (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Leeupoortstraat 182, Boksburg, op 4 April 1997 om 11:30, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Vendusieafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 11100, Vosloorus-uitbreiding 14, Dorpsgebied, Registrasieafdeling IR, Transvaal en ook bekend as Ukhokhostraat 11100, Vosloorus-uitbreiding 14, groot 242 (twee vier twee) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou:* Sitkamer, kombuis, twee slaapkamers en badkamer/toilet. *Buitegeboue:* Geen. *Konstruktueer:* Baksteen met teël.

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

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

Gedateer te Johannesburg op hede die 18de dag van Februarie 1997.

J. J. Rossouw, vir Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstraat, (Posbus 1588), Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/F5517E.)

Saak No. 1012/95

IN DIE LANDDROSHOF VIR DIE DISTRIK DELMAS GEHOU TE DELMAS

In die saak tussen PLAASLIKE OORGANGSRAAD VAN DELMAS, Eksekusieskuldeiser, en mnr. NKOSI, Eksekusieskuldenaar

Ingevolge 'n vonnis gegee deur die bogenoemde Agbare Hof op 6 Augustus 1996, en 'n lasbrief vir eksekusie, sal die ondergenoemde eiendom verkoop te die Landdroskantoor, Dolomietstraat, Delmas, op Donderdag, 27 Maart 1997 om 09:00, aan die hoogste bieër:

Beskrywing van eiendom: Hoewe 109, Sundra-landbouhoewes-uitbreiding 1, Registrasieafdeling IR, provinsie Mpumalanga, beter bekend as Akasialaan 9, Sundra, distrik Delmas, groot 1,6295 (een komma ses twee nege vyf) hektaar, gehou deur die Eksekusieskuldenaar kragtens Akte van Transport T24525/1993.

Verbeterings: Twee steengeboue met sinkdakke en normale geriewe (geen van bogenoemde word gewaarborg).

Verkoopvoorwaardes: Die verkoping is onderhewig aan die betaling in kontant van ten minste 10% (tien persent) van die koopprys op datum van verkoping en dat 'n bank- of bougenootskapwaarborg binne 21 dae vanaf die datum van verkoping verskaf word vir die balans van die koopprys.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan by die kantoor van die Balju te Delmas nagegaan word.

Gedateer te Delmas op hierdie 11de dag van Februarie 1997.

W. A. Theron, Prokureur vir die Eksekusieskuldeiser, Vierde Straat 23 (Posbus 14), Delmas, 2210. (Verw. mnr. P. J. Theron/aj/JD1889.)

Saak No. 1120/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eksekusieskuldeiser, en NELISKOW BK, Eerste Eksekusieskuldenaar, DAWID PETRUS JOHANNES SNYMAN, Tweede Eksekusieskuldenaar, en PHILIPPUS NICOLAAS JOHANNES SNYMAN, Derde Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 18 November 1996 toegestaan is, op 4 April 1997 om 11:00, te Erf 709, Hertzogstraat 24, Uitbreiding 3, 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 709, geleë in die dorpsgebied van Uitbreiding 3, Witbank, Registrasieafdeling JS, Transvaal, groot 954 (nege vyf vier) vierkante meter, gehou kragtens Akte van Transport T21560/95.

Straatadres: Hertzogstraat 24, Uitbreiding 3, Witbank.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

2. Die koopprys is betaalbaar by wyse van 'n deposito van 10% (tien persent) by sluiting van die verkoping en die balans is betaalbaar binne 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 en ensovoorts op die eiendom asook rente op die koopprys soos deur die Skuldeiser bepaal.

Geteken te Witbank op hierdie 5de dag van Februarie 1997.

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

Saak No. 5326/91

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen ABSA BANK BEPERK, Eiser, en T. G. TAU, Eerste Verweerder, en N. L. TAU, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Klerksdorp, en 'n lasbrief vir geregtelike verkoping met datum 6 Januarie 1997, sal die ondergemelde eiendom op 4 April 1997 om 10:00, by die kantoor van die Balju, Kamer 413, Sanlamgebou, Kerkstraat, Klerksdorp, aan die hoogste bieër verkoop word, naamlik:

Erf 2076, Khuma, Registrasieafdeling IP, Noordwes-provinsie, groot 261 (tweehonderd een-en-sestig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL72280/88.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieër, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshowe van 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% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bankwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees: Woonhuis bestaande uit drie slaapkamers, sitkamer, eetkamer, badkamer 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 6de dag van Februarie 1997.

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

Saak No. 8257/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen EERSTE NASIONALE BATE BESTUUR & TRUST MAATSKAPPY (EDMS.) BPK., voorheen handeldrywende as BARCLAYS MORTGAGE NOMINEES (PTY) LTD, Eiser, en THULSIE, UDAY, Eerste Verweerder, en THULSIE, PRADEEP, Tweede Verweerder, en THULSIE, GUPTA, Derde Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Grondvloer, Jutastraat 69, Braamfontein, Johannesburg, op 27 Maart 1997 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 449, Nancefield-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, en ook bekend as Jesmondstraat 12, Nancefield, Johannesburg, grootte 2 023 (twee nul twee drie) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: 'n Fabriek in die industriëlegebied ± 15 km suidwes van Johannesburg SSG, net suid van Soweto, bestaande uit twee identiese eenhede, een gedeelte word gebruik vir die maak van meubels en die ander gedeelte staan op die oomblik leeg.

Die gebou het 'n dubbelvolume staalraamkonstruksie met sinkdak en siersteen mure, met staal vensterrame en sementvloer. Slegs basiese kantoor fasiliteite is beskikbaar in die gebou. Ander fasiliteite wat beskikbaar is, is aantrekkamers vir die personeel en 'n kombuis.

Voor die gebou is 'n groot motorafdak.

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

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

J. J. Rossouw, vir Rossouws Prokureurs, Eiser se prokureurs, Negende Verdieping, Atkinson Huis, Eloff- en Albertstraat, Johannesburg (Posbus 1588). [Tel. 334-2727.] (Verw. Rossouw/cw/04/F5443E.)

Saak No. 2656/94

IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK

In die saak tussen STADSRAAD VAN WITBANK, Eksekusieskuldeiser, en D. J. JOUBERT, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondergemelde eiendom na aanleiding van 'n verstekvonnis wat in bogemelde saak op 6 Maart 1995 toegestaan is, op 4 April 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 393, geleë in die dorpsgebied van Tasbet Park, Witbank, Registrasieafdeling JS, Transvaal, groot 1 066 (een nul ses ses) vierkante meter, gehou kragtens Akte van Transport T9189/1993).

Straatadres: Rooibosstraat 22, Tasbet Park, Witbank.

Die verkoping is onderhewig aan die volgende vernaamste voorwaardes:

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

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Witbank op hierdie 10de dag van Februarie 1997.

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

KENNISGEWING VAN EKSEKUSIEVERKOPING

Ingevolge uitsprake van die Landdroshof van Vanderbijlpark, en lasbriewe vir eksekusie sal die volgende onroerende eiendomme, wat spesiaal uitwinbaar verklaar is in eksekusie verkoop word aan die hoogste bieder op Vrydag, 4 April 1997 om 10:00, by die Landdroskantoor, Vanderbijlpark.

EKSEKUSIESKULDEISER: NEDCOR BANK LIMITED voorheen bekend as NEDPERM BANK LIMITED.

Die wesenlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.

2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 14 dae na veiling.

3. Besit en okkupasie teen betaling van deposito en kostes.

4. Verdere voorwaardes by Balju ter insae.

5. Die eiendomme word verkoop onderworpe aan die terme en titelvoorwaardes daarvan.

6. Verbeterings hieronder vermeld word nie gewaarborg of hiermee verseker dat dit korrek is nie.

1. Saak No. 2132/96.

Vonnisskuldenaars: RELEFETSWE PATRICK BOJANYANE en REBECCA BOJANYANE.

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 2105 in die dorpsgebied van Stretford-uitbreiding 1, Registrasieafdeling IQ, provinsie Gauteng, groot 243 vierkante meter.

Verwysing: P96/59/NM.

Beskrywing: Enkelverdieping tweeslaapkamerwoonhuis met badkamer, kombuis en sitkamer.

2. Saak No. 8153/96.

Vonnisskuldenaars: DORE PETROS MAKHUBO.

Eiendom: Alle reg, titel en belang in die huurpag ten opsigte van Perseel 12188, in die dorpsgebied van Sebokeng, Eenheid 7, Registrasieafdeling IQ, provinsie Gauteng, groot 251 vierkante meter.

Verwysing: P96/194/NM.

Beskrywing: Enkelverdieping tweeslaapkamerwoonhuis met kombuis en sitkamer.

Gedateer te Vanderbijlpark hierdie 17de dag van Februarie 1997.

Rooth & Wessels, Prokureur vir Eiser, Concordegebou, Attie Fouriestraat, Vanderbijlpark.

Saak No. 3570/94

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

In die saak tussen ABSA BANK BPK. (Reg. No. 86/04794/06), handeldrywende as TRUST BANK, Eiser, en LEON JACOBUS JOSIAS DU PIESANIE, Verweerder

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie gedateer 15 Januarie 1997, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieër op Vrydag, 4 April 1997 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Erf 755, Vanderbijlpark-South-east 2-dorpsgebied, Registrasieafdeling IQ, Transvaal (Gauteng), groot 1 028 (eenduisend agt-en-twintig) vierkante meter (ook bekend as Donkinstraat 22, Vanderbijlpark).

Verbeterings: Sitkamer, eetkamer, kombuis, ingangsportaal, drie slaapkamers, badkamer met toilet en stort en waskamer. *Buitegeboue:* Motorhuis, stoorkamer en buitetoilet.

Verkoopvoorwaardes:

1. Eiendom sal verkoop word aan die hoogste bieër en die verkoping sal onderworpe wees aan die bepalings van artikel 66 van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die regte van die Verbandhouer en ander preferent krediteure.

2. Die koopprys sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark op die 12de dag van Februarie 1997.

Pienaar, Swart & Nkaiseng, Tweede Verdieping, Ekspagebou, Attie Fouriestraat (Privaatsak X041), Vanderbijlpark, 1900. [Tel. (016) 81-4651/2/3.] (Verw. IP/E40021.)

Case No. 13023/96

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

In the matter between NBS BANK LIMITED, formerly known as NATAL BUILDING SOCIETY, Plaintiff, and MOLEMI MATHEUS MASHWEU, Defendant

In pursuance of a judgment in the Court for the Magistrate of Brakpan on 6 December 1996 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 18 April 1997 at 11:00, at the premises of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 19025, Tsakane Extension 8 Township, situated at 19025 Hukuri Street, in the Township of Tsakane Extension 8, District of Brakpan, measuring 282 (two hundred and eighty-two) square metres.

Zoned: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled pitched roof, comprising of a lounge, kitchen, two bedrooms and bathroom with fencing: Two sides diamond mesh walling.

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

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

Dated at Benoni on this 12th day of February 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue (P.O. Box 1381), Benoni, 1500. (Tel. 422-1350.) (Ref. N0144B/Mrs West.)

Case No. 13022/96

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

In the matter between NBS BANK LIMITED, formerly known as NATAL BUILDING SOCIETY, Plaintiff, and SYDNEY SIPHO MBATHA, Defendant

In pursuance of a judgment in the Court for the Magistrate of Brakpan on 6 December 1996 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 18 April 1997 at 11:00, at the premises of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 18825, Tsakane Extension 8 Township, situated at 18825 Mabundza Street, in the Township of Tsakane Extension 8, District of Brakpan, measuring 280 (two hundred and eighty) square metres.

Zoned: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled pitched roof, comprising of a lounge, kitchen, two bedrooms and bathroom with fencing: One side face brick and two sides diamond mesh walling.

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

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

Dated at Benoni on this 12th day of February 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue (P.O. Box 1381), Benoni, 1500. (Tel. 422-1350.) (Ref. N0145B/Mrs West.)

Case No. 13265/96

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

In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and JOHANNES JACOBUS VERMAAK, Defendant

In pursuance of a judgment in the Court for the Magistrate of Brakpan, on 23 December 1996 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 18 April 1997 at 11:00, at the premises of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 2449, Brakpan Township, situated at 31 Hoy Avenue, in the Township of Brakpan, District of Brakpan, measuring 991 (nine hundred and ninety-one) square metres.

Zoned: Residential 1.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled pitched roof, comprising of a lounge, dining-room, kitchen, three bedrooms, bathroom, stooproom, laundry, servant's room, bathroom with a separate toilet, garage, small carport with fencing and four sides brick walling.

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

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

Dated at Benoni on this 12th day of February 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue, Benoni; P.O. Box 1381, Benoni, 1500. (Tel. 422-1350.) (Ref. B1243F/Mrs West.)

Case No. 8334/96

NOTICE OF SALE IN EXECUTION

(BENONI MAGISTRATE'S COURT)

ABSA BANK LTD (ALLIED BANK DIVISION) *versus* C. BOSHOFF

The following property will be sold in execution and by public auction by the Sheriff of the Magistrate's Court where Property Mart will be the auctioneers, on 16 April 1997 at 10:30, at the premises:

Certain Portion 64 (a portion of Portion 36) of the farm Weltevreden 118, Registration Division IR, Province of Gauteng, situated on 9 Lark Street, Anzac, Brakpan, measuring 1,0696 (one comma zero six nine six) hectares.

The property is improved, without anything warranted, by: *Building:* Brick/plastered and painted. Corrugated zinc sheet-pitched roof. Main building consists of lounge, four dining-rooms, kitchen, conference hall, bar/lounge, buffet room, laundry, bar, four toilets, two toilets/shower, four storage-rooms, pantry, six offices, reception room and scullery. Outbuilding is single storey, face brick and consists of six servant's rooms, three bathrooms, two toilets, store room, working room, chapel, conference room, hall, flat consisting of lounge, bedroom, kitchen and bathroom. Single carport. *Fencing:* One side cement and diamond mesh, three side diamond mesh walling.

Property zoned Special.

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

Hammond, Pole & Dixon Inc. (A00897/Mrs Whitson.)

Case No. 18326/94
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and MABUZA, SHAKA, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 4 April 1997 at 11:15, of the undermentioned leasehold of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 939, situated in the Township of Mabuya Park, Registration Division IR, Transvaal, being 939 Selema Street, Mabuya Park, Vosloorus, Boksburg, measuring 550 (five hundred and fifty) square metres.

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

Dated at Johannesburg this 12th day of February 1997.

S. J. Hodgson, for Ramsay, Webber and Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.887.)

Saak No. 12125/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen YSKOR LANDGOED (EDMS.) BEPERK (Reg. No. 54/01895/07), Eiser, en PHILLIP LOUBSER VAN NIEKERK, Eerste Verweerder, en MARINDA VAN NIEKERK, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word deur die Balju by die kantoor van die Balju, Landdroshof, Vereeniging, Beaconfieldlaan 41A, Vereeniging, op 16 April 1997 om 10:00:

Erf: Deel 23, soos aangetoon en vollediger beskryf op Deelplan SS in die skema bekend as Coneroll Place ten opsigte van die grond en gebou en geboue geleë te Three Rivers-uitbreiding 2-dorpsgebied, Oostelike Vaal Metropolitaanse Substruktuur, geleë te Erf 1863, Uitbreiding 2, Drie Riviere, groot 128 vierkante meter, gehou kragtens Akte van Transport ST 26711/96, bekend as Deel 23, Coneroll Place, Uitbreiding 2, Drie Riviere.

Verbeterings: 'n Staandak met siersteen bestaande uit sitkamer, kombuis, twee badkamers, twee slaapkamers en twee motorhuise.

Terme: Een tiende van die koopprys sal betaalbaar wees op die dag van die verkoping en die balans tesame met rente daarop teen die koers van 18% (agtien persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank-, bouvereniging- en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof, Vereeniging, binne 14 (veertien) dae vanaf datum van verkoping.

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

Geteken te Vereeniging op hierdie 12de dag van Februarie 1997.

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

Saak No. 560/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN MHALA GEHOU TE THULAMAHASHE

In die saak tussen SAAMBOU BANK BPK., Eiser, en SIMON MOKGOPE, Verweerder

Ingevolge 'n uitpsraak van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 14 November 1996 sal die ondervermelde onroerende eiendom in eksekusie verkoop word aan die hoogste bieër op 24 Maart 1997 om 15;00, voor die landdroskantoor, naamlik:

Stand A1692, Dwarsloop, distrik Mhala.

Verbeterings (nie gewaarborg nie): Siersteenhuis, teëldak, sitkamer, kombuis, drie slaapkamers, badkamer en toilet (met alle verbeterings aangebring).

Verkoopvoorwaardes:

1. Die eiendom sal voetstoots aan die hoogste bieër verkoop word sonder reserwe en die verkoping sal onderhewig wees aan die bepalings en reëls van die Landdroshofwet No. 32 van 1944, soos gewysig.

2. Die verdere verkoopvoorwaardes is vervat in die koopkontrak wat ter insae lê by die Balju, Mhala van Potgieterstraat 43, Phalaborwa, 1390, met telefoonnommer (01524) 3794, asook by ondervermelde adres, wat vir inspeksie beskikbaar is gedurende die gewone kantoorure.

Geteken te Nelspruit op hede die 5de dag van Februarie 1997.

Swanepoel & Vennote, Prokureurs vir Eiser, Vyfde Verdieping, Proromgebou, Brownstraat (Posbus 1300), Nelspruit. (Tel. 753-2401.) (Faks. 753-3335.) [Verw. mnr. Pienaar/ma/S91-96(PS0972).]

Case No. 13026/96

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

In the matter between NBS BANK LIMITED, formerly known as NATAL BUILDING SOCIETY, Plaintiff, and SAMUEL THABISO BITSOANE, Defendant

In pursuance of a judgment in the Court for the Magistrate of Brakpan on 6 December 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 18 April 1997 at 11:00, at the premises of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 18815, Tsakane Extension 8 Township, situated at 18815 Mabundza Street, in the Township of Tsakane Extension 8, District of Brakpan, measuring 548 (five hundred and forty-eight) square metres.

Zoned: Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled pitched roof, comprising lounge, kitchen, two bedrooms, bathroom, garage, double carport, two servants' rooms and fencing, two sides diamond mesh and two sides brick walling.

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

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

Dated at Benoni on this 11th day of February 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue, Benoni (P.O. Box 1381), Benoni, 1500. (Tel. 422-1350.) (Ref. N0142B/Mrs West.)

Case No. 13025/96

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

In the matter between NBS BANK LIMITED, formerly known as NATAL BUILDING SOCIETY, Plaintiff, and EZEKIEL SPANGA HLOPE, Defendant

In pursuance of a judgment in the Court for the Magistrate of Brakpan on 6 December 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 18 April 1997 at 11:00, at the premises of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain: All the right, title and interest in the leasehold in respect of Erf 18218, Tsakane Extension 8 Township, situated at 18218 Thomo Street, in the Township of Tsakane Extension 8, District of Brakpan, measuring 290 (two hundred and ninety) square metres.

Zoned: Residential.

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

Building built of brick and plaster, tiled pitched roof, comprising of lounge, kitchen, two bedrooms and bathroom with fencing, three sides wire connected with poles.

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

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

Dated at Benoni on this 11th day of February 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue, Benoni (P.O. Box 1381), Benoni, 1500. (Tel. 422-1350.) (Ref. N0143B/Mrs West.)

Case No. 11547/96

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

In the matter between NBS BANK LIMITED, formerly known as NATAL BUILDING SOCIETY, Plaintiff, and ELIAS BAFANA MIYA, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 5 December 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 18 April 1997 at 11:00, at the premises of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 18412, Tsakane Extension 8 Township, situated at 18412 Mudyashini Street, in the Township of Tsakane Extension 8, District of Brakpan, measuring 282 (two hundred and eighty-two) square metres.

Zoned: Residential.

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

Building built of brick and plaster, tiled pitched roof, comprising of lounge, kitchen, two bedrooms and bathroom with fencing, two sides diamond mesh and one side brick walling.

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

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

Dated at Benoni on this 11th day of February 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue, Benoni (P.O. Box 1381), Benoni, 1500. (Tel. 422-1350.) (Ref. N0147B/Mrs West.)

Case No. 11546/96

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

In the matter between NBS BANK LIMITED, formerly known as NATAL BUILDING SOCIETY, Plaintiff, and MARLIN PILLAY, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 9 December 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 18 April 1997 at 11:00, at the premises of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 1171, Leachville Extension 1 Township, situated at 19 Gamkarivier Crescent, in the Township of Leachville Extension 1, District of Brakpan, measuring 1 152 (one thousand one hundred and fifty-two) square metres.

Zoned: Residential 1.

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

Building built of brick and plaster, tiled pitched roof, comprising of lounge, dining-room, kitchen, two bedrooms, bathroom, outside toilet and garage with fencing—four sides precast walling.

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

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

Dated at Benoni on this 11th day of February 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue, Benoni (P.O. Box 1381), Benoni, 1500. (Tel. 422-1350.) (Ref. N0146B/Mrs West.)

Saak No. 22746/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen STANDARD BANK VAN SUID-AFRIKA BEPERK, Eiser, en GERHARD JACOBUS ISAACS, Eerste Verweerder, JOHAN PETRICK ISAACS, Tweede Verweerder, en MINA MAGDALENA ISAACS, Derde Verweerder

Eksekusieverkoping gehou te word te Balju, Pretoria-Noordoos, N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, op Dinsdag, 25 Maart 1997, om 10:00, van:

Rangerslaan 79, Eersterus, ook bekend as Erf 3891, Eersterus-uitbreiding 6, Registrasieafdeling JR, Gauteng, groot 55[illegible] (vyfhonderd agt-en-vyftig) vierkante meter, gehou kragens Akte van Transport T23555/96.

Die eiendom is geleë en staan bekend as Erf 3891, Eersterus-uitbreiding 6-dorpsgebied, Eersterus.

Verbeterings bestaan uit: Huis met drie slaapkamers, badkamer en toilet.

'n Substansiële bouverenigingverband kan gereël word vir die goedgekeurde koper.

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

Die verkoopvoorwaardes kan gesien word by die Balju, Pretoriusstraat 1210, Hatfield, Pretoria.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Pretoria; Posbus 645, Pretoria, 0001. (Mnr. Hugo/ZVDS/SB519.)

Case No. 25137/96

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

In the matter between BUCHEL (PTY) LTD, Plaintiff, and Mr. R. ARCHIBALD, trading as R & J CONTRACTORS, Defendant

A sale will be held on Tuesday, 25 March 1997 at 14:00, at 271 Abilia Avenue, Kilner Park Extension 1, Pretoria, of:

Erf 511, Kilner Park Extension 1, Registration Division JR, Gauteng, Diagram 28647/968; measuring 992 square metres, held under Deed of Transfer T78698/1991, situated at 271 Abilia Avenue, Kilner Park Extension 1, Pretoria.

Particulars are not guaranteed: Three bedrooms, two bathrooms, lounge, dining-room, T.V.-room, study, kitchen, laundry, swimming-pool, iron roof, lapa, garage, carport for six vehicles, built-in cupboards and concrete wall around property.

Inspect conditions of sale at the Sheriff of the Court, Pretoria Central, at Messcor House, 30 Margaretha Street, Pretoria.

Dated at Pretoria on this 13th day of February 1997.

M. Nixon, for Mark W. Nixon, Attorney for Plaintiff, First Floor, Burlington House, Burlington Arcade, 235 Church Street, Pretoria. [Tel. (012) 323-8633.] (Ref. Nixon/GW/G6316.)

Case No. 17475/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF S.A. LIMITED, Execution Creditor, and MGABI, BHEKUYISE JOHANNES, First Execution Debtor, and MGABI, JOSEPHINE MATSHIDISO, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 4 April 1997 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain Lot 16903, situated in the Township of Vosloorus Extension 25, Registration Division IR, Transvaal, being 16903, Umdlebe Road, Vosloorus Extension 25, Boksburg, measuring 525 (five hundred and twenty-five) square metres.

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

Dated at Johannesburg this 12th day of February 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.1171.)

Case No. 26210/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and MZOLO, NANCY, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 4 April 1997 at 11:15, of the undermentioned leasehold of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 20406, situated in the Township of Vosloorus Extension 30, Registration Division IR, Transvaal, being 20406, Vosloorus Extension 30, Boksburg, measuring 198 (one hundred and ninety-eight) square metres.

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

Dated at Johannesburg this 12th day of February 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.2069.)

Case No. 7696/96

IN THE SURPEME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the the matter between DURITY OMEGA (PTY) LTD, Plaintiff, and HARDEKOOL BELEGGINGS (PTY) LTD, Second Defendant

Pursuant to a judgment of the above-mentioned Honourable Court dated 31 May 1996, the herein undermentioned property will be sold in execution on Tuesday, 25 March 1997 at 10:00, at the office of the Sheriff, Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria, to the highest bidder subject to the conditions set out hereunder as well as such conditions as will be read out at the auction by the Sheriff:

Certain—

(i) Restant Erf 88, East Lynne, Registration Division JR, Gauteng, measuring 1 275 square metres, held under Deed of Transfer T15173/1967; and

(ii) Portion 11, Erf 209, East Lynne, Registration Division JR, Gauteng, measuring 2 261 square metres, held under Deed of Transfer T38328/1970.

The properties are situated at 47 and 49 Swaan Street, East Lynne.

Description of improvements on properties, although nothing is guaranteed: Business premises with flat zinc roof, reception room, six offices, bathroom and toilet with outbuildings comprising four rooms, two toilets, two store-rooms and brick walls surrounding paving.

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

The conditions of sale are available for inspection at the office of the Sheriff, Pretoria North East, at 1210 Pretorius Street, Hatfield, Pretoria.

Signed at Pretoria on this 3rd day of February 1997.

M. W. Nixon, for Nixon & Collins, First Floor, Burlington House, Burlington Arcade, 235 Church Street, Pretoria, 0002. (Tel. 323-8633.) (Ref. Nixon/GW/G6292.)

Case No. 3571/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and GEER, BARBARA CAROL, First Execution Debtor, and GEER, STANLEY GEORGE, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg East, on 27 March 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, Johannesburg East, 69 Juta Street, Braamfontein, prior to the sale:

Certain Portion 1 of Erf 748, situated in the Township of Kew Extension 1, Registration Division IR, Gauteng, being 99 Fourth Road, Kew Extension 1, Johannesburg, measuring 1 528 (one thousand five hundred and twenty-eight) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey brick built residence with tiled roof, comprising kitchen, two lounges, four bedrooms and four bathrooms with outbuildings with similar construction comprising two garages, two bathrooms, two servants' rooms and a kitchen.

Dated at Johannesburg this 3rd day of February 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/G.267.)

Case No. 10904/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIDELITY BANK LTD, Execution Creditor, and THATS MARKETING CC, First Execution Debtor, and FRONEMAN, JOHN VERNON, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above suit, a sale without reserve will be held at the office of the Sheriff, Randburg, on 25 March 1997 at 10:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Randburg, 9 Elna Randhof, corner of Selkirk and Blairgowrie Drives, Blairgowrie, Randburg:

Section 12, as shown and more fully described on Sectional Plan SS180/1986, in the scheme known as Anncorhof, in respect of the land and building/s situated at Ferndale Township, Local Authority, Randburg, of which the floor area, according to the said sectional plan is 29 (twenty-nine) square metres in extent, together with an undivided share in the common property in the scheme apportioned to the said section in accordance with participation quota as endorsed on the said sectional plan held by Deed of Transfer 109693/91 situated at 12 Anncorhof, 420 Cork Avenue, Ferndale, Randburg.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Semi-face-brick townhouse with tiled roof; floors—carpets and tiles, lounge, loft room, kitchen, bathroom, carport and swimming-pool in complex.

Terms: 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, a guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges, payable on the day of 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).

D. Haasbroek, for Schwellnus Spies Haasbroek, Plaintiff's Attorneys, c/o Second Floor, Leebram House, 42 Biccard Street, Braamfontein. (Tel. 886-1800.) (Ref. Mr Haasbroek/bb F551.)

Saak No. 84/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PELGRIMSRUS GEHOU TE GRASKOP

In die saak tussen ABSA BANK BPK., handeldrywende as UNITED BANK BPK., Eksekusieskuldeiser, en BENJAMIN BOSHOFF, Eksekusieskuldenaar

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde Hof op 28 Oktober 1996, sal die onderstaande eiendom geregtelik verkoop word te Feelandstraat 10, Graskop, op 25 Maart 1997 om 11:00, of so spoedig moontlik daarna, naamlik:

Erf 684, in die dorp Graskop-uitbreiding 1, Registrasieafdeling KT, Transvaal (Mpumalanga), groot 1 598 (eenduisend vyfhonderd agt-en-negentig) vierkante meter, onderworpe aan die voorwaardes vermeld in die titelakte van voormelde eiendom kragtens Akte van Transport T4285/86.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Wet op Landdroshowe en reëls aan die hoogste bieër verkoop word.

Die koopprys is as volg betaalbaar, synde:

1. 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju van die Landdroshof en/of die afslaer.

2. Die balans plus rente by wyse van 'n bank- of bougenootskapwaarborg betaalbaar teen registrasie van die eiendom in die naam van die koper en waarvoor waarborge gelewer moet word binne 14 (veertien) dae vanaf datum van verkoping.

Die verkoping geskied voetstoots en die voorwaardes van verkoping sal gedurende kantoorure by die afslaers en/of die Balju van die Landdroshof, Graskop, ter insae lê.

Geteken te Nelspruit op hede hierdie 18de dag van Februarie 1997.

Z. Schofield, vir Du Toit-Smuts Prokureurs, hoek van Rothery- en Van Niekerkstraat (Posbus 4030), Nelspruit. (Verw. ZS/EK/U653/U20/96.)

Case No. 169/92

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

In the matter between BANKORP BEPERK, trading as TRUST BANK, Plaintiff, and LIDIA LOUW, First Defendant, and DANIEL LOUW, Second Defendant

In terms of a judgment in the Magistrate's Court of Standerton, and a warrant of execution dated 29 January 1997, the undermentioned immovable property will be sold by sale in execution on 26 March 1997 at 11:00, at 15A Mulder Street, Standerton, to the highest bidder, namely:

Portion 2 of Erf 115, Meyerville, Standerton, Registration Division HS, Province of Mpumalanga.

Dwelling with galvanised iron roof, three bedrooms, two and a half bathrooms, kitchen, scullery, sit-/dining-room, wall-to-wall carpets, built-in cupboard, kitchen units, two garages and fenced in.

The conditions of sale will lie for inspection at the Sheriff, 17 Caledon Street, Standerton. The basic conditions of the sale are shortly the following:

1. 10% (ten per centum) of the purchase price in cash on the day of sale.

2. The balance of the purchase price against registration of transfer and to be guaranteed within 30 (thirty) days from date of sale.

3. Occupation will be given to the purchaser 30 (thirty) days after payment of the cash deposit or by payment of the full purchase price, which event might take place first.

Signed at Standerton on this 19th day of February 1997.

Mr. H. J. Langeveldt, for Van der Berg Nel & Langeveldt Inc., Samuel Seigel Berlane Chambers, 16 Andries Pretorius Street (P.O. Box 73), Standerton. (Ref. HJL/CN/1057.)

Case No. 169/92

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

In the matter between BANKORP BEPERK, trading as TRUST BANK, Plaintiff, and LIDIA LOUW, First Defendant, and DANIEL LOUW, Second Defendant

In terms of a judgment in the Magistrate's Court of Standerton and a warrant for execution dated 29 January 1997, the undermentioned immovable property will be sold by sale in execution on 26 March 1997 at 10:30, at 22 Charl Cilliers Street, Standerton, to the highest bidder, namely:

Erf 137, Standerton, Registration Division IS, Province Mpumalanga.

Shop premises with existing buildings—two offices, toilet, showroom and fenced in.

The conditions of sale will lie for inspection at the Sheriff, 17 Caledon Street, Standerton. The basic conditions of the sale are shortly the following:

1. 10% (ten per cent) of the purchase price in cash on the date of sale.

2. The balance of the purchase price against registration of transfer and to be guaranteed within 30 (thirty) days from date of sale.

3. Occupation will be given to the purchaser 30 (thirty) days after payment of the cash deposit or by payment of the full purchase price, which event might take place first.

Signed at Standerton on this 19th day of February 1997.

Mr H. J. Langeveldt, for V.d. Berg Nel & Langeveldt Inc. Samuel Seigel, Berlane Chambers, 16 Andries Pretorius Street (P.O. Box 73), Standerton. (Ref. HJL/CN/1057.)

Case No. 169/92

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

In the matter between BANKORP BEPERK, trading as TURST BANK, Plaintiff, and LIDIA LOUW, First Defendant, and DANIEL LOUW, Second Defendant

In terms of a judgment in the Magistrate's Court of Standerton and a warrant for execution dated 29 January 1997, the undermentioned immovable property will be sold by sale in execution on 26 March 1997 at 10:00 at 9 Mulder Street, Meyerville, Standerton, to the highest bidder: namely:

Remaining extent of Erf 103, Meyerville, Standerton, Registration Division HS, Province Mpumalanga.

Dwelling with galvanised iron roof, four bedrooms, kitchen, sitting-room, dining-room, TV room, $2^1/_2$ bathrooms, three garages, wall to wall carpets, built in cupboards, kitchen units and fenced in.

The conditions of sale will lie for inspection at the Sheriff, 17 Caledon Street, Standerton. The basic conditions of the sale are shortly the following:

1. 10% (ten per cent) of the purchase price in cash on the date of sale.

2. The balance of the purchase price against registration of transfer and to be guaranteed within 30 (thirty) days from date of sale.

3. Occupation will be given to the purchaser 30 (thirty) days after payment of the cash deposit or by payment of the full purchase price, which event might take place first.

Signed at Standerton on this 19th day of February 1997.

Mr H. J. Langeveldt, for V.d. Berg Nel & Langeveldt Inc. Samuel Seigel, Berlane Chambers, 16 Andries Pretorius Street (P.O. Box 73), Standerton. (Ref. HJL/CN/1057.)

Saak No. 5625/95

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN BRAKPAN GEHOU TE BRAKPAN

In die saak tussen FIRST NATIONAL BANK OF SA LTD, Eiser, en mev. F. M. DADOO, Verweerder

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof en geregtelike lasbrief, sal die ondervermelde eiendom op Vrydag, 4 April 1997 om 15:00, by die Balju, Springs, te Vierde Straat 6, Springs, geregtelik deur die Balju van die Hof aan die hoogste bieder verkoop word, sonder voorbehoud:

Sekere Erf 599, Bakerton-uitbreiding 4, Registrasieafdeling IR, Gauteng, geleë te 1 Pampasstraat, Bakerton-uitbreiding 4, groot 1 255 (een duisend twee honderd vyf-en-vyftig) vierkante meter. *Sonering:* Residensieel 1, gehou kragtens Titelakte T11546/1993.

Die volgende verbeterings is op die eiendom aangebring maar geen waarborg ten opsigte daarvan gegee nie: Vakante standplaas.

Die volledige koopvoorwaardes, wat onmiddellik voor die veiling voorgelees sal word, sal by die kantore van die Balju, Springs, ter insae lê.

Die belangrikste voorwaardes daarin vervat is die volgende:

(a) Die eiendom sal verkoop word aan die hoogste bieder sonder voorbehoud, en onderworpe aan die regte van die Verbandgewer soos vervat in die koopvoorwaardes.

(b) Die verkoping sal onderworpe wees aan die betaling van 10% (tien persent) van die koopprys op die dag van die verkoping en 'n bank- of bougenootskapwaarborg moet binne veertien (14) dae daarna gelewer word vir die betaling van die balans.

A. G. Reid, vir A. G. Smuts & Reid, Voortrekkerweg 631, Brakpan, 1540. (Tel. 740-1530/2.) (Verw. mnr. Reid/MS/F181/FF167.)

Case No. 25079/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and TSHOADI, MOGATSI JACOB, First Execution Debtor, and TSHOADI, MARIA, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, on 27 March 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, Johannesburg West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 5081, situated in the Township of Protea Glen Extension 4, Registration Division IQ, Gauteng, being 5081 Protea Glen Extension 4, Soweto, measuring 264 (two hundred and sixty-four) square metres.

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

Dated at Johannesburg this 17th day of February 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/T356.)

Case No. 6601/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and TULUDI SIMON MADUANE, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 4 November 1996, and a warrant of execution, the undermentioned property will be sold in execution on Wednesday, 26 March 1997 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 1408, Etwatwa Extension 2 Township, Registration Division IR, Province of Gauteng, measuring 285 (two hundred and eighty-five) square metres, held under Deed of Transfer TL18162/1991, known as Erf 1408, Etwatwa Extension 2.

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

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid on the date of sale and the balance together with interest to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of the sale.

2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff of the Magistrate's Court's fees.

3. The purchaser shall be liable for all outstanding rates and taxes.

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

Dated at Springs this 22nd day of January 1997.

A. V. de Swart, for Hammerschlag Gishen Stoloff De Swardt Inc., Plaintiff's Attorneys, Sixth Floor, Standard Bank Arcade, corner of Third Avenue and Fourth Street (P.O. Box 184), Springs. [Tel. (011) 812-2400.] (Ref. Mr De Swardt/A00550.)

Case No. 5644/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and MOLETSANE CHABEDI MOTSAU, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 31 October 1996, and a warrant of execution, the undermentioned property will be sold in execution on Wednesday, 26 March 1997 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 6230, Etwatwa Extension 3 Township, Registration Division IR, Province of Gauteng, measuring 252 (two hundred and fifty-two) square metres, held by Certificate of Registered Grant of Leasehold TL6215/1989, known as Erf 6230, Etwatwa Extension 3.

Improvements: Concrete brick building under metal roof consisting of lounge, kitchen, two bedrooms, bathroom and toilet.

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid on the date of sale and the balance together with interest to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of the sale.

2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff of the Magistrate's Courts fees.

3. The purchaser shall be liable for all outstanding rates and taxes.

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

Dated at Springs this 24th day of January 1997.

Hammerschlag Gishen Stoloff De Swart Inc., Plaintiff's Attorneys, Sixth Floor, Standard Bank Arcade, corner of Third Avenue and Fourth Street (P.O. Box 184), Springs. (Docex 5, Springs.) [Tel. (011) 812-2400.] (Ref. Mr De Swardt/A00481.)

Case No. 5760/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and RONNY BENJAMIN MUHALE, First Defendant, and NOMAKHWEZI MUHALE, Second Defendant

Pursuant to a judgment granted by the above Honourable Court dated 28 November 1996 and a warrant of execution, the undermentioned property will be sold in execution on Wednesday, 26 March 1997 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 1373, Etwatwa Extension 2 Township, Registration Division IR, Province of Gauteng, measuring 287 (two hundred and eighty-seven) square metres, held under Deed of Transfer TL9009/1990, known as Erf 1373, Etwatwa Extension 2.

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

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid on the date of sale and the balance together with interest to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of the sale.

2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff of the Magistrate's Court's fees.

3. The purchaser shall be liable for all outstanding rates and taxes.

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

Dated at Springs on this 24th day of January 1997.

A. V. de Swardt, for Hammerschlag Gishen Stoloff De Swardt Inc., Plaintiff's Attorneys, Sixth Floor, Standard Bank Arcade, corner of Third Avenue and Fourth Street (P.O. Box 184), Springs, Docex 5, Springs. [Tel. (011) 812-2400.] (Ref. Mr De Swardt/A00491.)

Case No. 9803/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and ANNAH MVULA, Defendant

Pursuant to a judgment granted by the above Honourable Court dated 14 November 1996 and a warrant of execution, the undermentioned property will be sold in execution on Wednesday, 26 March 1997 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Erf 1360, Etwatwa Extension 2 Township, Registration Division IR, Province of Gauteng, measuring 287 (two hundred and eighty-seven) square metres, held under Deed of Transfer TL9811/1990, known as Erf 1360, Etwatwa Extension 2.

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

Terms and conditions:

1. 10% (ten per centum) of the purchase price to be paid on the date of sale and the balance together with interest to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of the sale.

2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff of the Magistrate's Court's fees.

3. The purchaser shall be liable for all outstanding rates and taxes.

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

Dated at Springs on this 24th day of January 1997.

A. V. de Swardt, for Hammerschlag Gishen Stoloff De Swardt Inc., Plaintiff's Attorneys, Sixth Floor, Standard Bank Arcade, corner of Third Avenue and Fourth Street (P.O. Box 184), Springs, Docex 5, Springs. [Tel. (011) 812-2400.] (Ref. Mr De Swardt/A00643.)

Case No. 17242/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and KRYA NERA DEVELOPMENT CC (CK93/17610/23), Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 4 April 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, Roodepoort, at 182 Progress Road, Technicon, Roodepoort, prior to the sale:

A unit consisting of—

(a) Section 19, as shown and more fully described on Sectional Plan SS 49/1993, in the scheme known as Krya Nera, in respect of the land and building or buildings situated at Little Falls Extension 1 Township, in the area of Roodepoort, of which the floor area, according to the said sectional plan, is 74 (seventy-four) square metres in extent, being 19, Krya Nera, corner of Van Dam and Victoria Streets, Little Falls Extension 1, Roodepoort; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan apportioned to the said section in accordance with the participation quota of the said section.

The property is zoned Residential.

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

Dated at Johannesburg on this 27th day of January 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/K388.)

Case No. 26003/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and SANDENBERGH, BRADLEY HILTON, First Execution Debtor, and SANDENBERGH, SUSAN, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, 4 April 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, Roodepoort, at 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 493, Allen's Nek Extension 9 Township, Registration Division IQ, Gauteng, being 1056 Lodge Place, Allen's Nek Extension 9, Roodepoort, measuring 1 190 (one thousand one hundred and ninety) square metres.

The property is zoned Residential.

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

Dated at Johannesburg on this 27th day of January 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/S991.)

Saak No. 13388/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen ABSA BANK BEPERK, Eiser, en MLAMLI RICHARD NGQULANA, Eerste Verweerder, en THEMBEKA ROSY NGQULANA, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Klerksdorp en lasbrief vir geregtelike verkoping, met datum 11 November 1996, sal die ondergemelde eiendom op Vrydag, 4 April 1997 om 09:00, by die kantoor van die Balju, Campionweg 21, Orkney, aan die hoogste bieër verkoop word, naamlik:

Erf 4473, Kanana-uitbreiding 3, Registrasieafdeling IP, Noordwes Provinsie, groot 300 (driehonderd) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL13172/90.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieër, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66, van die Landdroshowe Wet van 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% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bankwaarborg.

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

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

Geteken te Klerksdorp op hierdie 23ste dag van Januarie 1997.

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

Case No. 19041/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and MKHIZE, VICTOR RAMAUTAR, First Execution Debtor, and MKHIZE, BUSISIWE PRISCILLA, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 4 April 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Sheriff for Roodepoort's Office, 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 62, situated in the Township of Creswell Park, Registration Division IQ, Transvaal, being 5 Lava Street, Creswell Park, Roodepoort, measuring 863 (eight hundred and sixty-three) square metres.

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

Dated at Johannesburg on this 12th day of February 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.2016)

Case No. 22595/95
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and BARNARD, PATRICIA LARAINE, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Randburg, on 25 March 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, Randburg, at Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain Erf 4033, Bryanston Extension 3 Township, Registration Division IR, Gauteng, being 13 Beech Street, Bryanston Extension 3, measuring 2 026 (two thousand and twenty-six) square metres.

The property is zoned Residential.

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

A cottage comprising kitchen, bathroom, bedroom and dressing-room.

Dated at Johannesburg on this 30th day of January 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/B370.)

Case No. 18160/96

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and PHAPHAMI JIMMY SEELANE, First Defendant, and SALOME MMATEKE SEELANE, 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, Cullinan, in front of the Magistrate's Office, Cullinan, on Friday, 4 April 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, Cullinan, at 72 Natalie Avenue, Murrayfield, Pretoria:

Erf 416, in the Town of Cullinan, Registration Division JR, Transvaal, measuring 1 502 square metres, held by virtue of Deed of Transfer T37084/95, known as 6, First Street, Cullinan.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: Dwelling-house with tiled roof consisting of entrance hall, lounge, kitchen, three bedrooms, bathroom and toilet. Outbuildings consist of a servant's room, toilet and garage. There is a swimming-pool on the property.

Dated at Pretoria on this 20th day of February 1997.

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 HA3496.)

Case No. 18421/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDPERM BANK LIMITED, Plaintiff, and MABE EDIAN, First Defendant, and MABE LINDIWE BELLA, 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 27 March 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 307 Leboneng Township, Tembisa, Registration Division IR, Province of Gauteng, measuring 273 (two hundred and seventy-three) 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, bathroom and toilet.

The property is zoned Residential.

Signed at Johannesburg on this 20th day of February 1997.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. M15331/PC.)

Case No. 2812/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDPERM BANK LIMITED, Plaintiff, and MARTIN LULU CONSTANCE, 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, 69 Juta Street, Braamfontein, on 27 March 1997 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 69 Juta Street, Braamfontein, and the full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Johannesburg West, Third Floor, T. F. C. House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1753, Jabulani Township, Registratrion Division IQ, Province of Gauteng, measuring 289 (two hundred and eighty-nine) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on this 21st day of February 1997.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. M19847/PC.)

Case No. 28125/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and PHILLIPS LOUIS VINCENT, 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, 69 Juta Street, Braamfontein, on 27 March 1997 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by auctioneer at 69 Juta Street, Braamfontein, and the full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Johannesburg West, Third Floor, T. F. C. House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 311, Riverlea Township, situated at 93 Colorado Drive, Riverlea Township, Registration Division IQ, Province of Gauteng, measuring 263 (two hundred and sixty-three) 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, lounge, kitchen and bathroom.

The property is zoned Residential.

Signed at Johannesburg on this 19th day of February 1997.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. P14084/PC.)

Case No. 3597/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, (ALLIED BANK DIVISION) Plaintiff, and KUNA MAGEZI SAMUEL, First Defendant, and HLONGWANE TINTSWALO ELIZABETH, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, 69 Juta Street, Braamfontein, on 27 March 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, 29 Lepus Street, Crown Extension 8, Johannesburg, prior to the sale.

A unit consisting of Section 9, as shown and more fully described on Sectional Plan SS161/1982, in the scheme known as Delft in respect of the land and building or buildings situated at Berea Township, Local Authority of Johannesburg, of which the floor area, according to the said sectional plan, is 69 (sixty-nine) square metres in extent, and (b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held under Deed of Transfer ST10738/1995, situated at 9 Delft, 34 Olivia Road, Berea Township.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Flat consisting of lounge, dining-room, kitchen, bedroom, bathroom and toilet.

The property is zoned Residential.

Signed at Johannesburg on this 20th day of February 1997.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor, Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. K60299/AB.)

Case No. 12880/95
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS BANK LIMITED No. 87/01384/06, Plaintiff, and KOEN, KENNETH LOUIS, First Defendant, and KOEN, KATHARINA CHARLOTTE GABRIELE, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, 69 Juta Street, Braamfontein, Johannesburg, on 27 March 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, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale.

Remaining extent of Erf 603, in the Township of Linmeyer, Registration Division IR, Province of Gauteng, in extent of 1 056 (one thousand and fifty-six) square metres, situated at 150 Adrian Street, Linmeyer, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed. *Residence:* Single-storey dwelling, detached, built of bricks and painted plaster, under tiled roof, floors: Fitted carpets and tiles, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s and enclosed verandah. Flatlet consisting of kitchen, bedroom and bathroom. *Outbuildings:* Garage, carport, paving and brick boundary walls.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance against registration of transfer to be secured by a bank or building society guarantee to be furnished within 14 (fourteen) days from the date of sale. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg this 24th day of February 1997.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, Third Floor West, His Majesty's Building, Joubert Street, Johannesburg, 2001 (P.O. Box 7427), Johannesburg, 2000. [Tel. (011) 838-4731.] (Ref. D. McCarthy/J. Soma/MN6794.)

Case No. 24629/1994
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS BANK LIMITED No. 87/01384/06, Plaintiff, and TSHABALALA, HILDA THOKO, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, 69 Juta Street, Braamfontein, Johannesburg, on 27 March 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, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale.

Erf 2663, in the Township of Protea North, Registration Division IQ, Province of Gauteng, in extent 293 (two hundred and ninety-three) square metres, situated at 2663 Protea North, Soweto.

The following improvements are reported to be on the property, but nothing is guaranteed. Residence: Single-storey dwelling detached, built of face-bricks under concrete tiled roof, floors: Ceramic and Vinyl tiles, comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms and two w.c.'s. *Outbuildings:* Garage, store-room, study, w.c., boundary brick walls, fencing, gates and concrete paving.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance against registration of transfer to be secured by a bank or building society guarantee to be furnished within 14 (fourteen) days from the date of sale. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg this 21st day of February 1997.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, Third Floor West, His Majesty's Building, Joubert Street, Johannesburg, 2001 (P.O. Box 7427), Johannesburg, 2000. [Tel. (011) 838-4731.] (Ref. D. McCarthy/J. Soma/MN6676.)

Case No. 20104/96
PH 196

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS BANK LIMITED (No. 87/01384/06), Plaintiff, and 12 WILKINSON ROAD CC (No. CK CK95/02851/23), Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, 69 Juta Street, Braamfontein, Johannesburg, 27 March 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, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale.

Erf 1730, in the Township of Glenvista Extension 3, Registration Division IR, Province of Gauteng, in extent 1 124 (one thousand one hundred and twenty-four) square metres, situated at 12 Wilkinson Road, Glenvista Extension 3, Johannesburg.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence: Single-storey dwelling, detached, built of bricks and painted plaster, under concrete roof, floors: Fitted carpets and tiles comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s and atrium. Outbuildings: Double garage, servants' quarters, w.c., with shower and boundary brick walls.

Terms: 10% (ten per cent) of the purchase price in cash on the day of sale, the balance against registration of transfer to be secured by a bank or building society guarantee to be furnished within 14 (fourteen) days from the date of sale. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg this 21st day of February 1997.

Melman & McCarthy, Plaintiff's Attorneys, Suite 301, Third Floor West, His Majesty's Building, Joubert Street, Johannesburg, 2001 (P.O. Box 7427), Johannesburg, 2000. [Tel. (011) 838-4731.] (Ref. D. McCarthy/J. Soma/MN7099.)

Case No. 9382/96

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 JONATHAN CHARLES CLEET, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 4 October 1996 and a warrant of execution issued pursuant thereto, the property listed hereunder will be sold in execution and by public auction, on 19 March 1997 at 09:00, at the property namely:

A unit consisting of:

1. (a) Section 7, as shown and more fully described on Sectional Plan SS28/1994, in the scheme known as Greenhaven, in respect of the land and building or buildings situated at the Township of Witfield Local Authority, City Council of Boksburg, of which the floor area, according to the said sectional plan is 115 (one hundred and fifteen) square metres, in extent; and

(b) an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota as endorsed on the said section, held by Deed of Transfer ST19006/1994.

2. An exclusive use are described as Yard Y7, measuring 45 (forty-five) square metres being as such part of the common property, comprising the land and the scheme known as Greenhaven, in respect of the land and building or buildings, situated at Witfield Township, Local Authority City Council of Boksburg, as shown and more fully described on Sectional Plan SS28/1994, held under Notarial Deed of Cession SK1094/1994.

3. An exclusive use are described as Yard Y8, measuring 45 (forty-five) square metres being as such part of the common property, comprising the land and the scheme known as Greenhaven, in respect of the land and building or buildings, situated at Witfield Township, Local Authority City Council of Boksburg, as shown and more fully described on Sectional Plan SS28/1994, held under Notarial Deed of Cession SK1094/1994, situated at Flat 7, Grace Court, Main Street, Witfield, Boksburg.

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

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 Michael James Organisation, 708 Pretoria Main Road, Wynberg.

Dated at Boksburg on this 6th day of February 1997.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00886/Mrs Kok.)

Case No. 5600/96
PH416

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and STRYDOM, PHILIPPUS MATHEUS FRANCOIS, First Defendant, and STRYDOM ANNA-MARIE, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Vereeniging, at Overvaal Building, 28 Kruger Avenue, Vereeniging, 3 April 1997 at 10:00, of the undermentioned property of the Defendants on conditions to be read out by the auctioneer at the time of sale and which may be inspected at the office of the Sheriff, prior to the sale.

Certain Erf 161, Highbury, Registration Division IR, Province of Gauteng, held under Deed of Transfer T2206/1989, situated at 161 Springbok Road, Highbury, area 2 002 (two thousand and two) square metres.

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

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

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

Dated at Johannesburg on this 21st day of February 1997.

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/P210.)

Case No. 27939/96
PH 416

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and LEVINSON, STANLEY BRIAN, First Defendant, and LEVINSON, AMANDA JANE, 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, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 8 April 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 2190, Brackendowns Extension 4, held under Deed of Transfer T14622/1994, situated at 12 Bendor Street, Alberton, area 1 000 (one thousand) square metres.

Improvements (not guaranteed): Entrance hall, lounge, dining-room, family room, study, three bedrooms, bathroom, separate toilet, kitchen and garage.

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

Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 (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 21st day of February 1997.

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/P384.)

Saak No. 21984/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en JANSEN VAN RENSBURG, HILDA HENDRIKA, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pietersburg, voor die Landdroskantore te Landdros Maréstraat, Pietersburg, op 4 April 1997 om 10:00:

Erf 3486, geleë in die dorpsgebied Pietersburg-uitbreiding 11, Registrasieafdeling LS, Noordelike-provinsie, groot 1 031 (eenduisend een-en-dertig) vierkante meter, gehou kragtens Akte van Transport T55502/96 (beter bekend as Duikerlaan 7, hoek van Tsessebeststraat, Fauna Park, Pietersburg-uitbreiding 11).

Besonderhede van die eiendom en die verbeterings daarop word hiermee verstrek, maar nie gewaarborg nie.

Verbeterings: 'n Baksteenwoonhuis met sinkdak, volvloermatte en keramiekteëlvloere, bestaande uit 'n ingangsportaal, sitkamer, gesinskamer, eetkamer, studeerkamer, kombuis, vyf slaapkamers, drie badkamers met aparte toilet. Buitegeboue: Twee motorhuise, waskamer en toilet.

Besigtig voorwaardes by die Balju, Pietersburg te Platinumstraat 66, Ladine, Pietersburg.

W. H. Kriel, vir Tim du Toit & Kie Ingelyf. [Tel. (012) 320-6753.] (Verw. mej. Kriel/djr.)

Case No. 7591/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NTULI DIDEKA PHYLLIS, NO, EXECUTRIX IN THE ESTATE LATE BURUKWE NOMFANELO BESTINA, 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, 69 Juta Street, Braamfontein, on 27 March 1997 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at 69 Juta Street, Braamfontein, and the full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Johannesburg West, Third Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale.

All right, title and interest in the leasehold in respect of Erf 1399, Mofolo North Township, Registration Division IQ, Province of Gauteng, measuring 286 (two hundred and eighty-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, kitchen, dining-room. Outbuildings: Two garages and store-room.

The property is zoned Residential.

Signed at Johannesburg on this 19th day of February 1997.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor. Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. B21259/PC.)

Case No. 14731/91

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDPERM BANK LIMITED, Plaintiff, and MAGABA WILLIE, First Defendant, and MAGABA, MOSIDI SUSAN, 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 27 March 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 181, Esiziba Township, Tembisa, Registration Division IR, Province of Guateng, measuring 322 (three hundred and twenty-two) 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, toilet, two outside rooms and garage.

The property is zoned Residential.

Signed at Johannesburg on this 20th day of February 1997.

Ismail Ayob & Partners, Plaintiff's Attorneys, 26th Floor. Southern Life Centre, 45 Commissioner Street (P.O. Box 728), Johannesburg. [Tel. (011) 832-3251.] (Ref. M14740/PC.)

NOTICE OF SALES IN EXECUTION

All the sales in execution are to be held at the offices of the Sheriff, 8 Park Street, Kempton Park, on Thusrday, 27 March 1997 at 10:00.

NEDCOR BANK LIMITED, Execution Creditor.

The hereinafter-mentioned properties/rights of Leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder, without reserve, voetstoots, and subject to the Magistrate's Courts Act, 1944.

2. The purchaser shall pay 10% (ten per cent) of the purchased price plus Sheriff's commission of 5% (five per cent) for the first R20 000 (twenty thousand rand) or part thereof and thereafter 3% (three per cent) with a minimum of R200 (two hundred rand) and a maximum of R6 000 (six thousand rand) on the date of sale and the balance plus interest at Plaintiff's current lending rates of transfer, to be secured by acceptable guarantees within 14 (fourteen) days of the sale.

3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale.

Case No. 13737/96.

Judgment Debtors: MATTHEW GEORGE NEWMAN and KATHRYN NEWMAN.

Property: A unit consisting of Section 39, as shown and more fully described on Sectional Plan SS31/94, in the scheme known as Leiton Centre in respect of the land and building or buildings, situated at Portion 1 of Erf 2689, Kempton Park Township, Kempton Park/Tembisa Metropolitan Substructure, situated at 37B Leighton Centre, Long Street, Kempton Park.

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

File Reference: LN4331/6.

Case No. 4173/96.

Judgment Debtors: TLADI DANIEL MOFOKENG and TSOANA PAULINA MOFOKENG.

Property: Erf 558, Tsenolong Township, Registration Division IR, Province of Gauteng, situated at 558 Tsenolong Section, Tembisa, Kempton Park.

Improvements: Dwelling-house consisting of lounge, bathroom, toilet, three bedrooms and kitchen.

File Reference: LN4176/6.

Case No. 1473/89.

Judgment Debtors: NICHOLAS MAKHOSA VUMILE MTETWA and NOMASAME VALERIE MTETWA.

Property: Erf 226, Ecaleni Township, Registration Division IR, Province of Gauteng, situated at 266 Ecaleni Section, Tembisa, Kempton Park.

Improvements: Shopping centre with shop downstairs and offices on first floor.

File Reference: L25/89.

L. J. van der Heever, for Schumanns, 12 Voortrekker Street (P.O. Box 67), Kempton Park.

Case No. 8629/95
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and RADEBE, MXOLISI, JOSEPH, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Springs, on 4 April 1997 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Springs, at 56 12th Street, Springs, prior to the sale.

Certain Erf 10475, Kwa-Thema Township, Registration Division IR, Gauteng, being 10475, Madikana Street, Kwa-Thema, Springs, measuring 294 (two hundred and ninety-four) square metres.

The property is zoned residential.

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

Dated at Johannesburg on this 22nd day of February 1997.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/R253.)

Saak No. 1006/95

IN DIE LANDDROSHOF VIR DIE DISTRIK DELMAS GEHOU TE DELMAS

In die saak tussen PLAASLIKE OORGANGSRAAD VAN DELMAS, Eksekusieskuldeiser, en mev. H. S. VENTER, Eksekusieskuldenaar

Ingevolge 'n vonnis gegee deur die bogenoemde agbare hof op 16 September 1996, en 'n lasbrief vir eksekusie sal die ondergenoemde eiendom verkoop word te die Landdroskantoor, Dolomietstraat, Delmas, Donderdag, 27 Maart 1997 om 09:00, aan die hoogste bieër.

Beskrywing van eiendom: Hoewe 438, Rietkol-Landbouhoewes, Sundra, Registrasieafdeling IR, provinsie Mpumalanga, beter bekend as Tweedelaan 74, Sundra, groot 1,7131 (een komma sewe een drie een) hektaar, gehou deur die Eksekusieskuldenaar kragtens Akte van Transport T95873/1993.

Verbeterings: Steengebou onder teëldak, twee garages, normale geriewe (geen van bogenoemde word gewaarborg).

Verkoopvoorwaardes: Die verkoping is onderhewig aan die betaling in kontant van ten minste 10% (tien persent) van die koopprys op die datum van verkoping en dat 'n bank- of bougenootskapwaarborg binne 21 (een-en-twintig) dae vanaf die datum van verkoping verskaf word vir die balans van die koopprys.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan by die kantoor van die Balju te Delmas nagegaan word.

Gedateer te Delmas hierdie 17de dag van Februarie 1997.

W. A. Theron, vir W. A. Theron, Prokureur vir die Eksekusieskuldeiser, Vierdestraat 23 (Posbus 14), Delmas, 2210. (Verw. mnr. P. J. Theron/aj/JD1892.)

Saak No. 3762/96

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen ABSA BANK BEPERK, Eiser, en ALIDA BARENDINA RIBEIRO, Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir eksekusie toegestaan deur die bogenoemde Hof, op 20 Mei 1996, sal die ondervermelde eiendom, op 4 April 1997 om 10:00, aan die hoogste bieër by die kantore van die Balju te Progressweg 182, Technikon, Roodepoort, verkoop word:

Erf 172, Roodepoort-Noord-dorpsgebied, Registrasieafdeling IQ, Gauteng, groot 495 (vierhonderd vyf-en-negentig) vierkante meter, gehou kragtens Akte van Transport T13865/1992, beter bekend as Sewende Laan 93, Roodepoort-Noord, Roodepoort.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

Die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig;

die volledige verkoopvoorwaardes en sal verkoop word aan die hoogste bieër.

2. Die volgende verbeteringe is op die eiendom aangebring: Enkelverdiepinghuis met sinkdak, sitkamer, gesinskamer, badkamer, drie slaapkamers, gang, kombuis, enkelmotorhuis en bediendekamer, steenmure, goeie tuin en staalvenster met "precast" ommuur.

3. *Terme:* Tien persent (10%) van die koopprys sal in kontant betaalbaar wees op die dag van die veiling en die balans tesame met rente daarop teen 18% (agtien persent) welke rente bereken moet word op die elsbedrag van die skuldeiser vanaf datum van die verkoping tot datum van oordrag, welke bedrag verseker moet word deur 'n bank- of bouverenigingwaarborg of ander aanneembare waarborg gelewer te word aan die Balju 14 (veertien) dae na die datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Roodepoort.

Geteken te Roodepoort op hierdie 17de dag van Februarie 1997.

Cilliers, Minnie & Blackie Swart Prokureurs Ing., Forum 1, Panorama Besigheidspark, hoek van Christiaan de Wet- en Hendrik Potgieterstraat, Allensnek, Roodepoort. [Tel. (011) 675-0033.] (Verw. WN. TE.TR6.BR0915.)

Saak No. 1089/93

IN DIE LANDDROSHOF VIR DIE DISTRIK PHALABORWA GEHOU TE PHALABORWA

In die saak tussen TRUST BANK, Eiser, en mnr. TJAART PETRUS MARTIGNONE, Verweerder

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie, sal die onderstaande eiendom verkoop word voor die die Hofgebou van bostaande Hof, 27 Maart 1997 om 10:00, sonder reserwe, en aan die hoogste bieder:

Gedeelte 73 van die plaas Grietjie, Registrasieafdeling LU Noordelike provinsie, groot 21,9658 hektaar, gehou kragtens Akte van Transport T2154/1988, en geregistreer in die name van mnr. Tjaart Petrus Martignone en mev. Cornelia Elizabeth Martignone.

Verbeterings (die korrektheid van die inligting en die verbeterings word nie gewaarborg nie): Drieslaapkamersteenhuis met badkamer, kombuis, sitkamer en eetkamer. Buitgeboue bestaan uit bediendekamer en toilet.

Die vernaamste verkoopvoorwaardes van die verkoping is:

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

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

2.1 die Wet op Landdroshowe en die reëls daarvan,

2.2 die voorwaardes van die titelakte,

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

Gedateer te Phalaborwa op hede die 18de dag van Februarie 1997.

P. C. Kuun en J. S. Coetzee, vir Coetzee & Van der Merwe, Tovancogebou 4, Palmlaan 20, Phalaborwa, 1390. (Verw. mnr. Meintjies/IV/2343.)

Case No. 2463/96

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

In the matter between NBS BANK LIMITED, f.k.a. NATAL BUILDING SOCIETY LIMITED (Reg No. 87/013840/06), Plaintiff, and HUGH SHABANGU, First Defendant, and DOROTHY SHABANGU, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 14 August 1996 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 4 April 1997 at 11:15, at the office of the Sheriff, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 7073, Vosloorus Extension 9 Township, situated on Erf 7073, Vosloorus Extension 9, in the Township of Vosloorus Extension 9, District of Boksburg, measuring 396 (three hundred and ninety-six) square metres.

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

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 17th day of February 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00438/Mrs Kok.)

Case No. 11804/96

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

In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and MMANTOA BETTY MOLEFE, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 20 December 1996, warrant of execution issued pursuant thereto, the property listed hereunder will be sold in execution and by public auction on 17 April 1997 at 10:00, at the property namely:

Certain Erf 2249, Crystal Park Extension 3 Townhip, situated at 31 Skimmer Street, Crystal Park, Benoni, measuring 1 098 (one thousand and ninety-eight) square metres.

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

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

Dated at Boksburg on this 17th day of February 1997.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00927/Mrs Kok.)

Saak No. 12632/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen ABSA BANK BEPERK (Reg No. 86/04794/06), Eiser, en YUSUF ADAMS en SHAHERA BIBI ADAMS, Verweerders

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van Balju, Landdroshof, Beaconsfield 41A, Vereeniging, op 26 Maart 1997 om 10:00, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju, Landdroshof, Vereeniging:

Sekere Erf 896 in die dorpsgebied Roshnee-uitbreiding 1, Registrasieafdeling IQ, Transvaal (Gazzellirylaan 7), groot 589 (vyfhonderd nege-en-tagtig) vierkante meter.

Verbeterings: Ingangsportaal, sitkamer, eetkamer, drie slaapkamers, badkamer/w.c., aparte stort/w.c. en kombuis.

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

Die koopprys sal as volg betaalbaar wees:

(a) 10% (tien persent) van die koopprys is betaalbaar in kontant na afhandeling van die verkoping en;

(b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, binne 14 (veertien) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 20% (twintig persent) dae gereken vanaf datum van koop tot datum van betaling;

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

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

Voorwaardes:

(a) Die voorwaardes van koop sal deur die Balju, Landdroshof, uitgelees word onmiddellik voor die verkoping en mag by sy kantore geïnspekteer word.

Gedateer te Vereeniging hierdie 14de dag van Februarie 1997.

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

Saak No. 5945/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA BANK BEPERK, Eiser, en RULOF PIETER GROBLER, Verweerder

'n Verkoping in eksekusie sal gehou word te die kantore van die Balju, Wonderboom, op 11 April 1997 om 11:00, te Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad).

Die eiendom staan bekend as Dabchickstraat 792, Montana-uitbreiding 40, en word omskryf as Erf 2076, Montana Park-uitbreiding 40, groot 980 vierkante meter.

Die eiendom word uitsluitlik vir woondoeleindes gebruik en bestaan na bewering uit 'n woning van steen onder 'n teëldak, ingangsportaal, sitkamer, eetkamer, familiekamer, kombuis, drie slaapkamers, twee badkamers, waskamer, matte en teëls, motorhuis en buite toilet met stort. Geleë in 'n gewilde area naby alle geriewe.

Die verkoopvoorwaardes kan nagegaan word by die kantore van die Balju, Wonderboom.

Couzyn Hertzog & Horak Ing., Prokureurs vir Eiser. [Tel. (012) 322-8780.] (Verw. mev. Malherbe.)

Case No. 14093/95
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and TWALA, THEMBA MOSES, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office Boksburg, on 4 April 1997 at 11:15, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

All right, title and interest in the leasehold in respect of Lot 12924, situated in the Township of Vosloorus Extension 23, Registration Division IR, Transvaal, being 12924, Vosloorus Extension 23, Boksburg, measuring 404 (four hundred and four) square metres.

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

Dated at Johannesburg this 17th day of February 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/T222.)

Case No. 17247/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and KLYNSMITH, PETRUS WYNAND, First Execution Debtor, and KLYNSMITH, MAY, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 4 April 1997 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale:

Certain Portion 38, of Erf 128, situated in the Township of Klippoortje Agricultural Lots, Registration Division IR, Transvaal, being 34 Cachet Street, Klippoortje Agricultural Lots, Boksburg, measuring 807 (eight hundred and seven) square metres.

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

Dated at Johannesburg this 17th day of February 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/K374.)

Case No. 14931/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and LAKA, RAMOTHIBEDI HENDRICK, First Execution Debtor, and LAKA, THATHANE ELIZABETH, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office at 19 Pollock Street, Randfontein, on 4 April 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at 19 Pollock Street, Randfontein, prior to the sale.

All right, title and interest in the Leasehold in respect of Erf 5166, situated in the Township of Mohlakeng Extension 3, Registration Division IQ, Transvaal, being 5166 Mohlakeng Extension 3, Randfontein, measuring 257 (two hundred and fifty-seven) square metres.

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

Dated at Johannesburg this 17th day of February 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/L445.)

Case No. 12513/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and NTSHALINTSHALI, AARON DUMISANE, First Execution Debtor, and NTSHALINTSHALI, MAMOKGOSI MARTHA, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, on 27 March 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, Johannesburg West, 32 Von Brandis Street, Johannesburg, prior to the sale.

Certain Erf 1658, situated in the Township of Protea Glen Extension 1, Registration Division IQ, Gauteng, being 1658 Protea Glen Extension 1, Soweto, measuring 240 (two hundred and fourty) square metres.

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

Dated at Johannesburg this 17th February 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/N472.)

Case No. 5886/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and NTULI, ELIJAH DERICK, First Execution Debtor, and MABASO, DELISILE NOMMY, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 4 April 1997 at 11:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, prior to the sale.

Certain Erf 13571, situated in the Township of Vosloorus Extension 11, Registration Division IR, Transvaal, being 13571 Mamela, Vosloorus Extension 11, Boksburg, measuring 339 (three hundred and thirty-nine) square metres.

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

Dated at Johannesburg this 17th February 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/N458.)

Case No. 30450/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and PITSO, MOLEFI DANIEL, First Execution Debtor, and PITSO, NOSIZWE MARTHA, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on 27 March 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of Attorneys De Klerk, Vermaak & Partners, Overvaal Building, 28 Kruger Avenue, Vereeniging, prior to the sale:

Certain Holding 84, Rood's Gardens Agricultural Holdings Extension 1 Township, Registration Division IQ, Gauteng, being 19 Jock Oosterlaak Street, Rood's Gardens Agricultural Holdings Extension 1, Vereeniging, measuring 1,9082 (one comma nine zero eight two) square hectares.

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

Dated at Johannesburg on this 17th day of February 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/P261.)

Saak No. 441/96

IN DIE LANDDROSHOF VIR DIE DISTRIK DELMAS GEHOU TE DELMAS

In die saak tussen PLAASLIKE OORGANGSRAAD VAN DELMAS, Eksekusieskuldeiser, en mnr. E. Visagie, Eerste Eksekusieskuldenaar, en mev. G. Visagie, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis gegee deur die bogenoemde Agbare Hof, op 16 September 1996, en 'n lasbrief vir Eksekusie sal die ondergenoemde eiendom verkoop word te die Landdroskantoor, Dolomietstraat, Delmas, Donderdag, 27 Maart 1997 om 09:00, aan die hoogste bieër:

Beskrywing van eiendom: Hoewe 298, Rietkol-landbouhoewes, Sundra, Registrasieafdeling IR, provinsie Mpumalanga, beter bekend as Derdelaan 110, Sundra, distrik Delmas, groot 1,4585 (een komma vier vyf agt vyf) hektaar, gehou deur die Eksekusieskuldenaar kragtens Akte van Transport T87055/1993.

Verbeterings: Steengebou onder grasdak, normale geriewe (geen van bogenoemde word gewaarborg).

Verkoopvoorwaardes: Die verkoping is onderhewig aan die betaling in kontant van ten minste 10% (tien persent) van die koopprys op die datum van verkoping en dat 'n bank- of bougenootskapwaarborg binne 21 (een-en-twintig) dae vanaf die datum van verkoping verskaf word vir die balans van die koopprys.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan by die kantoor van die Balju te Delmas nagegaan word.

Gedateer te Delmas hierdie 17de dag van Februarie 1997.

W. A. Theron, vir W. A. Theron, Prokureur vir die Eksekusieskuldeiser, Vierdestraat 23 (Posbus 14), Delmas, 2210. (Verw. mnr. P. J. Theron/aj/JP393.)

Saak No. 11476/95

IN DIE LANDDROSHOF VIR DIE DISTRIK ROODEPOORT GEHOU TE ROODEPOORT

In die saak tussen ABSA BANK BEPERK, Eiser, en GERHARDUS JOHANNES BOTHMA, Verweerder

Ter uitvoering van 'n vonnis en lasbrief vir Eksekusie toegestaan deur bogenoemde Hof, op 2 Februarie 1996, sal die ondervermelde eiendom, op 4 April 1997 om 10:00, aan die hoogste bieër by die kantore van die Balju te Progressweg 182, Technikon, Roodepoort, verkoop word:

Erf 112, Roodepoort-Noord-dorpsgebied, Registrasieafdeling IQ, Gauteng, groot 495 (vierhonderd vyf-en-negentig) vierkante meter, gehou kragtens Akte van Transport T57640/1994, beter bekend as Sewende Laan 33, Roodepoort-Noord.

Voorwaardes van die verkoop:

1. Die verkoping sal onderhewig wees aan:

(a) Die bepalings van die Wet op Landdroshowe en die regulasies daarkragtens uitgevaardig;

(b) Die volledige verkoopvoorwaardes en sal verkoop word aan die hoogste bieër.

2. Die volgende verbeteringe is op die eiendom aangebring: Enkelverdieping huis met staalvensters bestaande uit sitkamer, badkamer, drieslaapkamers, gang, kombuis, enkelmotorhuis, swembad, bediendekamer, stoorkamer, oumawoonstel en steenmure omheining.

3. *Terme:* Tien persent (10%) van die koopprys sal in kontant betaalbaar wees op die dag van die veiling, en die balans tesame met rente daarop teen 18% (agtien persent) welke rente bereken moet word op die eisbedrag van die skuldeiser vanaf datum van die verkoping tot datum van oodrag, welke bedrag verseker moet word deur 'n bank- of bouverenigingwaarborg of ander aanneembare waarborg gelewer te word aan die Balju 14 (veertien) dae na datum van verkoping.

4. Die voorwaardes van die verkoping wat voor die verkoping gelees sal word, sal ter insae lê by die kantoor van die Balju te Roodepoort.

Geteken te Roodepoort op hierdie 14de dag van Februarie 1997.

Cilliers, Minnie & Blackie Swart Prokureurs Ing., Eiser se Prokureurs, Forum 1, Panorama Besigheidspark, hoek van Christiaan de Wet- en Hendrik Potgieterstraat, Allensnek, Roodepoort. [Tel. (011) 675-0033.] (Verw. W. N. TE. TB23. BB0876.)

Saak No. 7322/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen RADUS & DANSKY, Eiser, en ANDREA MARION LAWRENZ, Verweerder

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

Eiendom: Alle reg, titel en belang in en tot die huurpag ten aansoek van Erf 395, Rietpoort, Magaliesburg, groot 21,4133 (een-en-twintig komma vier een drie drie hektaar).

Ligging: Plot 28, Rietpoort, Magaliesburg, bestaande uit twee sitkamers, twee gesinskamers, eetkamer, studeerkamer, badkamer, drie slaapkamers, gang, kombuis, opwas/waskamer, tuin in 'n redelike toestand, swambad in slegte toestand en goed omhein met draad en ysterpale, dak—teëldak, mure—siersteen buite en gepleister binne, venters—staal, buitegeboue—drie slaapkamers, bediendekamer—huis, kombuis en badkamer (swak), stoorkamer—ou woonhuis-stoor (bouvallig), motorhuis—afdak vir twee voertuie, twee boorgate—albei toegerus met elektriese pompe, in eksekusie verkoop op 26 Maart 1997 om 10:00, deur die Balju by Klaburn Hof, Ockersestraat 22B, Krugersdorp.

Verkoopvoorwaardes: Verkoping is voetstoots, 10% (tien persent) deposito en Baljukommissie betaalbaar op dag van verkoping, waarborg vir balans plus rente binne 14 dae daarna.

Swart Redelinghuys Nel & Vennote Ing., Voortrekkerweg 245, Monument, Krugersdorp. (Tel. 954-4000.) (Verw. mev. De Jager/VR160.)

Saak No. T877/94

IN DIE NOORD-OOSTELIKE EGSKEIDINGSHOF GEHOU TE PIETERSBURG

In die saak tussen MBITSINI JESTA NGWENYA, Eksekusieskuldeiser, en RAYMOND MURIJO NGWENYA, Eksekusieskuldenaar

Ten uitvoering van 'n vonnis en 'n lasbrief vir eksekusie uitgereik in bogemelde Hof op 27 September 1996, sal die onderstaande eiendom geregtelik verkoop word voor die Landdroskantore te Thulamahashe, op 24 Maart 1997 om 15;00, of so spoedig moontlik daarna, naamlik:

Woonhuis en erf geleë te Standplaas A2029, Thulamahashe, bestaande uit slaapkamer, eetkamer, kombuis, spens, drie slaapkamers, badkamer, toilet, met die verbeterings en insluitende reg tot okkupasie soos deur die Verweerder in sy naam gehou volgens Transportakte 114/90.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshofwet en reëls aan die hoogste bieër verkoop word.

Die koopprys is as volg betaalbaar, synde:

1. 10% (tien persent) van die koopsom in kontant op die dag van verkoping aan die Balju van die Landdroshof.

2. Die balans plus rente by wyse van 'n bank- of bougenootskapwaarborg betaalbaar teen registrasie van die eiendom in die naam van die koper en waarvoor waarborge gelewer moet word binne veertien (14) dae vanaf datum van verkoping.

Die verkoping geskied voetstoots en die voorwaardes van verkoping sal gedurende kantoorure by die Balju van die Landdroshof te Thulumahashe, ter insae lê.

Geteken te Nelspruit op hede hierdie 18de dag van Februarie 1997.

Z. Schofield vir Du Toit-Smuts Prokureurs, Du Toit-Smutsgebou, hoek van Rothery- en Van Niekerkstraat, Nelspruit. (Verw. ZS/LH/N903/ND24/94.)

Saak No. 6859/96

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen SUPERIOR HOMES ESTATE AGENTS BK, Eiser, en LEONARD PETER GROENEWALD, Eerste Verweerder, en L. P. GROENEWALD in sy hoedanigheid as trustee van die Trust Core Trust IT373/95, Tweede Verweerder

Ingevolge die uitspraak van die Landdros, Middelburg, Mpumalanga, en lasbrief tot geregtelike verkoping gedateer 5 Februarie 1997, sal die ondervermelde eiendom op 4 April 1997 om 10:00, te die Landdroskantoor, Middelburg, Mpumalanga:

Erf 2303, geleë in die dorpsgebied Aerorand, Middelburg, Registrasieafdeling JS, Mpumalanga, groot 1 200 vierkante meter, gehou kragtens Titelakte T110430/96, verband 8420097938A, beter bekend as Nelshoogte 4, Aerorand, Middelburg, Mpumalanga.

Die eiendom bestaan uit sitkamer, eetkamer, TV-kamer, studeerkamer, kombuis, opwas, aparte spens, drie slaapkamers (hoofslaapkamer het aantrekkamer) , twee badkamers, twee motorafdakke, stoorkamer en bediendetoilet.

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die prokureur vir die Eiser, asook die Balju, Middelburg, gesien word.

H. F. Brauckmann, vir Rousseau, Coetzee & Brauckmann, Prokureur vir Eiser, Posbus 1845, Middelburg, 1050. [Tel. (013) 282-7161.]

Saak No. 3108/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen STANDARD BANK VAN SUID-AFRIKA BEPERK, Eiser, en STEPHANUS JOHANNES DU PLESSIS, Eerste Verweerder, en ELIZE JANET DU PLESSIS, Tweede Verweerder

Eksekusieverkoping gehou te word te kantoor van die Balju, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, 27 Maart 1997 om 10:00, van:

Erf 2450, in die dorpsgebied Danville, Registrasieafdeling JR, Gauteng, groot 694 (seshonderd vier-en-negentig) vierkante meter.

Die eiendom is geleë en staan bekend as Barrystraat 93, Danville, Pretoria.

Verbeterings bestaan uit: Sitkamer, kombuis, drie slaapkamers, badkamer/toilet, garage en bediendekamer.

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

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

Die verkoopvoorwaardes kan ingesien word by die kantore van die Adjunk-Balju, Pretoria-Wes.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, (Posbus 645), Pretoria, 0001. (Verw. mnr. Hugo/pp/SB474.)

Case No. 91736/96

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LTD, Plaintiff, and ADRIAAN PHILIPPUS SNYMAN, First Defendant, and SANDRA ELIZABETH SNYMAN, Second Defendant

A sale in execution will be held on 25 March 1997 at 10:00, at N.G. Sinodal Centre, 234 Visagie Street, Pretoria, of Erf 1129, situated in the Township Silverton, Extension 5, Registration Division JR, Gauteng, measuring 793 (seven hundred and ninety-three) square metres, known as 886 Bleshoender Street, Silverton Extension 5.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling single storey, brick and plaster walls, iron roof (low pitch), lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., garage, outside w.c. and fencing.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria North East, 234 Visagie Street, Pretoria.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. (Ref. Mr. Stolp/RH/M.1851.)

Saak No. 16258/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen BANKORP BEPERK, Eiser, en VAN HEERDEN, FRANCOIS HENDRIK, Vonnisskuldenaar

Hiermee word kennis gegee dat in tenuitvoerlegging van 'n Hofbevel van bogenoemde Agbare Hof, op 9 Julie 1991, in bogenoemde saak, sal die Balju, Vereeniging, op Donderdag, 27 Maart 1997 om 10:00, die ondergenoemde onroerende eiendom geregtelik verkoop sonder 'n reserweprys, by die kantoor te De Klerk, Vermaak, Vennote Ing., Overvaalgebou, Krugerlaan, Vereeniging.

Sekere Erf 284, Homestead Appel Orchards, geleë in die Vereeniging, Noordelike Vaal M.S.S, Registrasieafdeling IR, provinsie van Gauteng, gehou ingevolge kragtens Titelakte T7413/77, groot 4,0471 (vier komma nul vier sewe een) hektaar.

Die eiendom is geleë te Weg 6, Homestead, Apple Orchards, Kleinhoewes, Vereeniging. Die eiendom bestaan uit 'n woonhuis met die volgende verbeterings wat geensins gewaarborg word: 'n Woonhuis met 'n sinkdak, drie slaapkamers, kombuis, eetkamer, sitkamer, toilet, motorhawe met afdak asook 'n woonstel met 'n slaapkamer, kombuis, sitkamer en toilet.

Gemelde eiendom sal verkoop word op die voorwaardes wat nagegaan kan word voor en ten tye van die verkoping by die kantore van De Klerk, Vermaak & Vennote Ingelyf, Overvaalgebou, Krugerlaan 28, Vereeniging [Tel. (016) 421-3400.], asook te Prokureurs van die Eiser Smit Hauptfleisch & Vennote, Eerste Verdieping, North Strategebou, hoek van Market- en Kruisstraat, Johannesburg. (Tel. 333-8541.) (Verw. HHS/JE/se/23348.)

Geteken te Johannesburg op hierdie 21st dag van Februarie 1997.

H. H. Smit, vir Smit, Hauptfleisch & Vennote, Eerste Verdieping, North Strategebou, hoek van Market- Kruisstraat (Posbus 1183), Johannesburg. (Tel. 333-8541.) (Verw. HHS/JE/hdp/23348.)

Case No. 4716/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and RAMATIANE FRANS SEEPE, First Defendant, and MANTWA MARITHA SEEPE, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Benoni, and writ of execution dated 3 September 1996, the property listed hereunder will be sold in execution on Wednesday, 26 March 1997 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

All the right, title and interest in the leasehold in respect of Erf 6227, Etwatwa Extension 3 Township, Registration Division IR, Province of Gauteng, measuring 252 (two hundred and fifty-two) square metres, known as Erf 6227, Etwatwa Extension 3, Benoni.

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

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

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

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

Dated at Benoni on this 19th day of February 1997.

N. S. Jury, for Neil Stuart Jury, 144 Woburn Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N. S. Jury/N252.)

Case No. 5899/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and KGADIMA SIMON RAILO, First Defendant, and THABA JULEA RAILO, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Benoni, and writ of execution dated 3 September 1996, the property listed hereunder will be sold in execution on Wednesday, 26 March 1997 at 11:00, at the Magistrate's Court, Harpur Avenue, Benoni:

All the right, title and interest in the leasehold in respect of Erf 1605, Etwatwa Extension 2 Township, Registration Division IR, Province of Gauteng, measuring 299 (two hundred and ninety-nine) square metres, known as Erf 1605, Etwatwa Extension 2, Benoni.

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

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

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

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

Dated at Benoni on this 19th day of February 1997.

N. S. Jury, for Neil Stuart Jury, 144 Woburn Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N. S. Jury/N252.)

Case No. 1152/95

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

In the matter between NBS BANK LIMITED, Plaintiff, and STEPHEN JOSEPH TSWENENG, First Defendant, and MARIA TSWENENG, Second Defendant

In pursuance of a judgment in the Court of the Magistrate, Benoni and writ of execution dated 3 September 1996, the property listed hereunder will be sold in execution on Wednesday, 26 March 1997 at 11:00, at the Magistrate's Court Harpur Avenue, Benoni:

All the right, tittle and interest in the leasehold in respect of Erf 5793, Etwatwa Extension 3 Township, Registration Division IR, Province of Gauteng, measuring 252 (two hundred and fifty-two) square metres, known as Erf 5793, Etwatwa Extension 3, Benoni.

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

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

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

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

Dated at Benoni on this 20th day of February 1997.

N. S. Jury, for Neil Stuart Jury, 144 Woburn Avenue, Benoni. (Tel. 422-1963/4/5.) (Ref. N. S. Jury/N252.)

Case No. 13496/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARK JAMES HUGHES, First Defendant, and HANORA HUGHES, Second Defendant

In pursuance of a judgment in the Court for the District of Boksburg on 14 January 1997, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 4 April 1997 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Portion 22 of Erf 706, Sunward Park Extension 2 Township, situated at 9 Pulsar Place, Township of Sunward Park Extension 2, District of Boksburg, measuring 512 (five hundred and twelve) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising of lounge, kitchen, dining-room, family room, study, three bedrooms, two bathrooms, two garages and a swimming-pool.

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

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

Dated at Boksburg on this 20th day of February 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, c/o 10 Bloem Street, Boksburg. (Tel. 422-1350.) (Ref. N57119/Mrs West.)

Case No. 12456/96

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

In the matter between MERCANTILE BANK LIMITED, Plaintiff, and THOKOZILE MARGARET DLAMINI, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 19 November 1996, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 11 April 1997 at 11:15, at the office of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 1372, Vosloorus Township, situated on 1372 Khoza Street, Township of Vosloorus, District of Boksburg, measuring 259 (two hundred and fifty-nine) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising dining-room, kitchen and two bedrooms. *Outbuildings:* Servant's toilet and two servants' quarters.

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 offices of the Sheriff of the Court, Boksburg.

Dated at Boksburg this 19th day of February 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, Second Floor, Domicillium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. M00015/Mrs Teixeira.)

Saak No. 30077/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en DE OUDE, EDITH MARJORIE SOPHIA, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Grondvloer, Jutastraat 69, Braamfontein, Johannesburg, op 27 Maart 1997 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Gedeelte 1 van Erf 311, Westdene-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, en ook bekend as Vierde Laan 53A, Westdene, Johannesburg, grootte 496 (vier nege ses) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou:* Ingangsportaal, sitkamer, eetkamer, kombuis, vier slaapkamers en twee badkamers/toilet/stort. *Buitegeboue:* Bediendekamer, motorhuis en stoorkamer. *Konstruktueer:* Baksteen met teël.

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

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

Gedateer te Johannesburg op hede die 20ste dag van Februarie 1997.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat (Posbus 1588), Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8799E.)

Case No. 4475/93

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

In the matter between ABSA BANK LTD (UNITED BANK DIVISION), Plaintiff, and WILHELM PRETORIUS, Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 29 June 1993 and a warrant of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 15 April 1997 at 10:00, at the property namely:

Certain Portion 122 (a portion of Portion 59) of the farm Klipfontein 83, situated at 10 Trichardt Road, in the Township of Klipfontein Agricultural Holdings, District of Boksburg, measuring 2 023 (two thousand and twenty-three) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising of a lounge, dining-room, kitchen, four bedrooms, bathroom with w.c. *Outbuildings:* Staffroom, garage, three carports and w.c.

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

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

Dated at Boksburg on this 21st day of February 1997.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. Mrs Teixeira/AU0192.)

Case No. 6018/96

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

In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and MAHOMED SALEH KHAN, First Defendant, and FATIMA BIBI KHAN, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 24 July 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 9 April 1997 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 670, Actonville Extension 3 Township, situated on 670 Rawat Street, in the Township of Actonville Extension 3, District of Benoni, measuring 285 (two hundred and eighty-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Double storey with four individual units and flats built of brick and plaster, iron roof, comprising of a lounge, dining-room, kitchen, four bedrooms, two bathrooms and bathroom with a w.c. and a shower.

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

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

Dated at Benoni on this 20th day of February 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. U00742/Mrs Teixeira.)

Case No. 290/97

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

In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and JACOBUS JOHANNES BEYTELL, First Defendant, and CORNELIA ELIZABETH BEYTELL, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston on 5 February 1997 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 14 April 1997 at 10:00, at the office of the Sheriff, United Building, Third Floor, President Street, Germiston, to the highest bidder:

Certain Erf 111, Dinwiddie Township, situated at 28 Langdale Street, Dinwiddie, in the Township of Dinwiddie, District of Germiston, measuring 934 (nine hundred and thirty-four) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising lounge, dining-room, kitchen under counter stove and extractor, three bedrooms, bathroom, shower and w.c. *Outbuildings:* Garage, servant's room, w.c., pool, brick paving and gates.

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, Germiston.

Dated at Germiston on this 20th day of February 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00631/Mrs Kok.) C/o Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview.

Case No. 3728/97

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and HENCO BOTES, Defendant

In execution of a judgment of the Magistrate's Court for the District of Pretoria, held at Pretoria, in the above-mentioned suit, a sale will be held by the Sheriff of Pretoria East, Fehrs Lane, 130A Struben Street, Pretoria, on 19 March 1997 at 10:00, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Unit 54 of Scheme 390, in the scheme known as SS La Paradise, situated at Erf 3067, Garsfontein Extension 10, Pretoria, also known as 54 La Paradise, Great Dane Street, Garsfontein, in extent 116 (one hundred and sixteen) square metres.

The following information is furnished, though in this regard nothing is guaranteed: The property consists of three bedrooms, kitchen, lounge, two bathrooms, dining-room and carport.

Terms: The sale is with reserve. Deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys and to be furnished to the Sheriff, Pretoria East, within 14 days after the date of the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Pretoria East, Fehrs Lane, 130A Struben Street, Pretoria.

Dated at Pretoria on this 6th day of February 1997.

A. J. Weyers, for Weyers & Efstratiou Attorneys, 775 Schoeman Street, Arcadia, Pretoria, DX 170. (Tel. 343-0849.) (Fax. 343-0655.) (Ref. Mr Weyers/W2256/94.)

Case No. 2690/95

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

In the matter between NBS BANK LIMITED, Plaintiff, and PAUL SIQHOBANE MOKOENA, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 19 May 1995 and warrant of execution issued on 22 May 1995 (re-issued), the following property will be sold in execution on Friday, 18 April 1997 at 11:00, at the offices of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan:

Erf 18579, Tsakane Extension 8 Township, Registration Division IR, Transvaal (Gauteng), known as 18579, Ramatsoku Street, Tsakane Extension 8, Brakpan.

Zoning: Residential.

Improvements: Single storey facebrick under Harvey tile, lounge, kitchen, two bedrooms and bathroom/toilet. No outbuildings. *Fencing:* Three sides diamond Mesh and one side facebrick walling.

Terms: The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale, and the unapid balance within 14 (fourteen) days, shall be paid by a bank or building society guarantee.

The purchaser shall be liable for the payment of interest on the purchase price at the current rate applicable on a mortgage bond from date of sale of the property to date of transfer.

Conditions: The full conditions of sale may be inspected at the Sheiff of the Magistrates' Courts Office, Brakpan.

Dated at Benoni on 24 February 1997.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni. [Tel. (011) 421-0921.] (Ref. Mrs Bluett/N1375.)

Case No. 7327/95

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

In the matter between NBS BANK LIMITED, Plaintiff, and ROBERT DEREK KALIL, First Defendant, and MARIA DEL PILAR KALIL, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 21 November 1995 and warrant of execution issued on 21 November 1995 (re-issued), the following property will be sold in execution on Friday, 11 April 1997 at 11:15, at the offices of the Sheriff of the Magistrate's Court, 182 Leeuwpoort Street, Boksburg:

Erf 275, Atlasville Extension 2 Township, Registration Division IR, Transvaal (Gauteng), known as 48 Mercury Street, Atlasville, Boksburg.

Improvements: Single storey brick and plaster under tile, entrance hall, lounge, dining-room, study, three bedrooms, two bathrooms/toilets, kitchen, scullery, double garage, outside room and toilet, concrete walls, courtyard and paving.

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

The purchaser shall be liable for the payment of interest on the purchse price at current rate applicable on a mortgage bond from date of sale of the property to date of transfer.

Conditions: The full conditions of sale may be inspected at the Sheriff of the Magistrates' Courts Office, Boksburg.

Dated at Benoni on the 24th day of February 1997.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni. [Tel. (011) 421-0921.] (Ref. Mrs Bluett/N1466.)

Case No. 12877/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and DEREK BLACKWOOD NELSON, Identity Number 6701195628083, First Defendant, and ALETHEA OLYMPIA NELSON, Identity Number 6802010042086, Second Defendant

Kindly take notice that pursuant to a judgment to the above Honourable Court granted on 28 January 1997 and warrant of execution issued on 28 January 1997, the following property will be sold in execution on Wednesday, 9 April 1997 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

Section 136, as shown and more fully described on Sectional Plan SS365/95 in the scheme known as Bonness in respect of the land and building or buildings situated at Lakefield Extension 44 Township in the area of the City Council of Greater Benoni plus an undivided share in the common property.

Improvements: Property is a flat consisting of lounge/dining-room, three bedrooms, two bathrooms, shower, two toilets and kitchen. The common property consists of tennis court, pool, garden, laundry, recreation room and parking, known as 107 Bonness (Section 136, Summerway Street, Lakefield, Benoni.

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

The purchaser shall be liable for the payment of interest on the purchase price at the current rate applicable on a mortgage bond from date of sale of the property to date of transfer.

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

Dated at Benoni on this 24th day of February 1997.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni. [Tel. (011) 421-0921.] (Ref. Mrs Bluett/N1616.)

Case No. 4108/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and NTEBALENG FREDDIE MASIA, First Defendant, and FESLINA MAGOAI, Second Defendant

Kindly take notice that pursuant to a judgment to the above Honourable Court granted on 21 May 1996 and warrant of execution issued on 28 May 1996, the following property will be sold in execution on Wednesday, 9 April 1997 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

Erf 4705, Etwatwa Extension 1 Township, Registration Division IR, Transvaal (Gauteng).

Improvements: Single storey brick under tile, lounge/dining-room, kitchen, three bedrooms and two bath/toilets, known as Erf 4705, Etwatwa, Daveyton, Benoni.

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

The purchaser shall be liable for the payment of interest on the purchase price at the current rate applicable on a mortgage bond from date of sale of the property of date of transfer.

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

Dated at Benoni on this 24th day of February 1997.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni. [Tel. (011) 421-0921.] (Ref. Mrs Bluett/N1546.)

Case No. 5681/95

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

In the matter between NBS BANK LIMITED, Plaintiff, and JAMES NGOBENI, Identity Number 6003315765089, First Defendant, and VERONICA A. N. NGOBENI, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 19 September 1995 and warrant of execution issued on 20 September 1995 (re-issued), the following property will be sold in execution on 11 April 1997 at 15:00, at the offices of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs:

Erf 26, Welgedacht Township, Registration Division IR, Transvaal (Gauteng).

Improvements: Single storey brick under tile, lounge, dining-room, three bedrooms, kitchen, bathroom and toilet, known as 137 Second Avenue, Welgedacht, Springs.

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

The purchaser shall be liable for the payment of interest on the purchase price at the current rate applicable on a mortgage bond from date of sale of the property to date of transfer.

Conditions: The full conditions of sale may be inspected at the Sheriff of the Magistrate's Court's Office, Springs.

Dated at Benoni on this 24th day of February 1997.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni. [Tel. (011) 421-0921.] (Ref. Mrs Bluett/N1439.)

Case No. 8646/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and GLADYS DISEBO MATSEMELA, Identity Number 6401220506087, Defendant

Kindly take notice that pursuant to a judgment to the above Honourable Court granted on 20 September 1996 and warrant of execution issued on 23 September 1996, the following property will be sold in execution on Wednesday, 9 April 1997 at 11:00, at the offices of the Magistrate's Court, Harpur Avenue, Benoni:

All the Defendant's right, title and interest in the leasehold in respect of Erf 3928, Daveyton Township, Registration Division IR, Transvaal (Gauteng).

Improvements: Single storey brick under tile, lounge, kitchen, three bedrooms, bathroom, toilet, concrete walling on four sides, gates and concrete paving.

Known as 3928 Mahlobo Street, Daveyton.

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

The purchaser shall be liable for the payment of interest on the purchase price at the current rate applicable on a mortgage bond from date of sale of the property to date of transfer.

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

Dated at Benoni on this 24th day of February 1997.

M. C. Gishen, for Gishen Gilchrist & Reid, Seventh Floor, Momentum Building, 54 Woburn Avenue, Benoni. [Tel. (011) 421-0921.] (Ref. Mrs Bluett/N1578.)

Case No. 31176/92
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and ZIKHALI, JOSEPH SANKU, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 131 Marshall Street, Johannesburg, on 27 March 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, Soweto East, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 19100, Diepkloof Township, Registration Division IQ, Gauteng, being 19100 Diepkloof, Soweto, Johannesburg, measuring 240 (two hundred and forty) square metres).

The property is zoned residential.

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

Dated at Johannesburg this 22nd day of February 1997.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/Z23.)

Case No. 11736/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and ROSE, COLIN JEFFREY, Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, Johannesburg, on 27 March 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, Johannesburg East, 69 Juta Street, Johannesburg, prior to the sale:

Certain Portion 9 of Erf 724, Portion 9 of Erf 724, Kew Township, Registration Division IR, Gauteng, being 38 Link Street, Kew, Johannesburg, measuring 1 487 (one thousand four hundred and eighty-seven) square metres.

The property is zoned residential.

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

Dated at Johannesburg this 22nd day of February 1997.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/R.375.)

Case No. 18377/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and VAN HEERDEN, DENZIL RAYMOND, First Execution Debtor, and VAN HEERDEN, SHARIFA, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Roodepoort, on 4 April 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, Roodepoort, at 182 Progress Road, Technicon, Roodepoort, prior to the sale:

Certain Erf 202, Georginia Township, Registration Division IQ, Gauteng, being 4 Du Toit Street, Georginia, Roodepoort, measuring 718 (seven hundred and eighteen) square metres.

The property is zoned residential.

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

Dated at Johannesburg this 22nd day of February 1997.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/VA405.)

Case No. 23117/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and MANGOPE, THABO VICTOR, First Execution Debtor, and MANGOPE, TEBOGO FRANCISCAH, Second Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Krugersdorp, on 2 April 1997 at 10:00, of the undermentioned leasehold of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff, Krugersdorp, 22B Klaburn Court, corner of Olckerse and Rissik Streets, Krugersdorp, prior to the sale:

Certain: All right, title and interest in the leasehold in respect of Erf 9444, situated in the Township of Kagiso, Registration Division IQ, Gauteng, being 9444, Kagiso, measuring 264 (two hundred and sixty-four) square metres.

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

Dated at Johannesburg this 24th day of February 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.2075.)

Case No. 26358/96
PH 104

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and MTUNGWA, MOOLA MELLEN, First Execution Debtor, MTUNGWA, THANDEKILE THEMBI, Second Execution Debtor, and MBANJWA, GOODNESS LINDIWE, Third Execution Debtor

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Randburg, on 8 April 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain: Erf 726, situated in the Township of Bloubosrand Extension 2, Registration Division IQ, Transvaal, being 32 Agulhas Street, Bloubosrand Extension 2, Randburg, measuring 873 (eight hundred and seventy-three) square metres.

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

Dated at Johannesburg this 24th day of February 1997.

S. J. Hodgson, for Ramsay, Webber & Co., Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.2111.)

Saak No. 8830/96

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en IAN HANDYSIDE, Eerste Vonnisskuldenaar, en LINDA HANDYSIDE, Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Alberton en 'n lasbrief, gedateer 19 Desember 1996, sal die volgende eiendom verkoop word in eksekusie, op 9 April 1997 om 10:00, by die Balju se kantoor, St, Columbstraat 8, New Redruth, Alberton. nl:

Erf 185, Generaal Albertspark-dorpsgebied, geleë te Eikelaan 23, Generaal Albertspark, groot 1 020 (eenduisend-en-twintig) 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 Landdroshowe Wet en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in Paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg 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, Centrallaan 18 (Posbus 47), Kempton Park. (Tel. 975-4941.)

Saak No. 9526/96

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en WILLEM MARTINUS LOUW, Eerste Vonnisskuldenaar, en CYNTHIA SOPHIA LOUW, Tweede Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Alberton en 'n lasbrief, gedateer 14 Januarie 1997, sal die volgende eiendom verkoop word in eksekusie, op 9 April 1997 om 10:00, by die Balju se kantoor, St. Columbweg 8, New Redruth, Alberton nl:

Erf 983, Eden Park-uitbreiding 1 dorpsgebied.

Verkoopvoorwaardes:

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

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg 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, Centrallaan 18 (Posbus 47), Kempton Park. (Tel. 975-4941.)

Saak No. 12160/96

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

In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en DEBORAH MAFA, Vonnisskuldenaar

As gevolg van 'n vonnis van die Landdroshof, Kempton Park en 'n lasbrief, gedateer 27 Januarie 1997, sal die volgende eiendom verkoop word in eksekusie, op 27 Maart 1997 om 10:00, by die Balju se kantoor, Parkstraat 8, Kempton Park nl.

Die vonnisskuldenaar se reg, titel en aanspraak tot die reg op huurpag in en tot: Erf 5420, Tembisa-uitbreiding 12 dorpsgebied, geleë te Erf 5420, Tembisa-uitbreiding 12 dorpsgebied, groot 190 (eenhonderd-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 Landdroshowe Wet en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in Paragraaf 4 hiervan.

2. Die verbeterings op die gemelde eiendom word as volg beskryf, maar geen waarborg 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, Centrallaan 18 (Posbus 47), Kempton Park. (Tel. 975-4941.)

Case No. 205/96

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

In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), (86/04794/06), Plaintiff, and BUTI STEPHEN PHAKOE, Defendant

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 6 February 1996, and a writ of execution issued pursuant thereto the property listed hereunder will be sold in execution, on 2 April 1997 at 10:00, at the office of the Sheriff, 8 St. Columb Road, New Redruth, Alberton, to the highest bidder:

Certain all right, title and interest in the leasehold in respect of Lot 523, A. P. Khumalo Township, situated on 523 A. P. Khumalo, Katlehong, in the Township of Katlehong, District of Alberton, measuring 272 (two hundred and seventy-two) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising a dining-room, two bedrooms, bathroom, w.c., kitchen, two servants' rooms and a w.c.

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

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

Dated at Germiston on this 20th day of February 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg, c/o Hammond Pole & Dixon Inc., Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. U00633/Mrs Teixeira.)

Case No. 21386/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ALLIED BANK, Plaintiff, and DALE KHOTSO ALLEN RAMPHELE, First Defendant, and ECHOES MEOKGO RAMPHELE, Second Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution the following property shall be sold in execution by the Sheriff on 3 April 1997 at 10:00, at the Sheriff's office, situated at 49 Kempston Avenue, Benoni, without reserve to the highest bidder:

A unit consisting of:

(a) Section 11 as shown and more fully described on Sectional Plan SS104/1986 in the scheme known as Radio City in respect of the land and building or buildings situated at Benoni Township, Local Authority of Benoni, of which section the floor area, according to the said sectional plan is 35 (thirty-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 (also known as Flat 9, Radio City, Cranbourne Avenue, Benoni), held by Deed of Transfer ST14679/1994.

Improvements: The following improvements on the property are reported, though in this regard nothing is guaranteed: Dwelling-house plastered brick building, bachelor flat with kitchen, bedroom, bathroom and toilet.

Conditions of sale:

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

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

3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the Sheriff of the Supreme Court's Office, 49 Kempston Avenue, Benoni.

Dated at Springs on this 7th day of January 1997.

A. Visser, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, Springs. (Tel. 812-1050.) (Ref. Mr Visser/GG/B20195.)

Case No. 494/96

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

In the matter between ABSA BANK LTD., Plaintiff, and HELENA SUSSANA VENTER, Defendant

In pursuance of a judgment of the above Honourable Court and writ of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Delmas, on 26 March 1997 at 10:00, at the premises, situated at Plot 438, Rietkol, Delmas, to the highest bidder:

Certain: Holding 438, Rietkol Agricultural Holdings, Registration Division IR, Transvaal (also known as Plot 438, Rietkol, Delmas), measuring 1,7131 (one comma seven one three one) hectares, held by Deed of Transfer T95873/1993.

Improvements: The following improvements on the property are reported, though in this regard nothing is guaranteed: Brick building with tiled roof consisting of three bedrooms, lounge, dining-room, kitchen, bathroom, toilet and double garage.

Conditions of sale:

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance plus interest at the rate of 18,25% (eighteen comma twenty-five) per annum against transfer to be secured by a bank guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the office of the Sheriff of the Magistrate's Court, 27 Fourth Street, Delmas.

Dated at Springs on this 19th day of February 1997.

A. Visser, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street (P.O. Box 16), Docex 6, Springs. (Tel. 812-1050.) (Ref. A. Visser/JD/B18696.)

Saak No. 7165/96

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

In die saak tussen NBS BANK BEPERK, Eksekusieskuldeiser, en BALIKI S. TLAKAMA, Eerste Eksekusieskuldenaar, en MACRINA K. ZUNGU, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof, Kempton Park en 'n lasbrief vir eksekusie gedateer 26 Augustus 1996, die hiernagenoemde eiendom op Donderdag, 27 Maart 1997 om 10:00, by die kantoor van die Balju, Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling, en welke verkoopvoorwaardes nagegaan kan word te die kantoor van die Balju, Parkstraat 8, Kempton Park:

Erf 245, Elindinga-dorpsgebied, Registrasieafdeling IR, Gauteng, groot 196 vierkante meter, ook bekend as Elindinga Afdeling 245, Tembisa, gehou onder Titelakte TL73769/89.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie: Badkamer, eetkamer, toilet, twee slaapkamers, kombuis, alles onder 'n teëldak en omhein.

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

Gedateer te Kempton Park hierdie 24ste dag van Februarie 1997.

M. M. Cowley, vir Jacobs & Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23 (Posbus 75), Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/RDB/CN0102.)

Saak No. 2521/96

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

In die saak tussen NBS BANK BEPERK, Eksekusieskuldeiser, en CHRISTOPHER M. THOMAS, Eerste Eksekusieskuldenaar, en CLAIRE R. THOMAS, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof, Kempton Park en 'n lasbrief vir eksekusie gedateer 25 April 1996, die hiernagenoemde eiendom op Donderdag, 27 Maart 1997 om 10:00, by die kantoor van die Balju, Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling, en welke verkoopvoorwaardes nagegaan kan word te die kantoor van die Balju, Parkstraat 8, Kempton Park:

Erf 672, Norkem Park-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Gauteng, groot 991 vierkante meter, ook bekend as Sondagstraat 8, Norkem Park, gehou onder Titelakte T39810/92.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie: Sitkamer, twee badkamers, eetkamer, twee toilette, drie slaapkamers, twee motorhuise, kombuis, swembad, oprit, alles onder 'n sinkdak en omhein met betonmure.

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

Gedateer te Kempton Park hierdie 24ste dag van Februarie 1997.

M. M. Cowley, vir Jacobs & Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23 (Posbus 75), Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/RDB/LN2447.)

Saak No. 2651/96

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

In die saak tussen NBS BANK BEPERK, Eksekusieskuldeiser, en DAFI R. NGEMA, Eerste Eksekusieskuldenaar, en ALBERTIN NGEMA, Tweede Eksekusieskuldenaar

Ingevolge uitspraak in die Landdroshof, Kempton Park en 'n lasbrief vir eksekusie gedateer 5 September 1996, die hiernagenoemde eiendom op Donderdag, 27 Maart 1997 om 10:00, by die kantoor van die Balju, Parkstraat 8, Kempton Park, verkoop word per publieke veiling aan die hoogste bieder op die verkoopvoorwaardes wat deur die afslaer uitgelees sal word net voor die veiling, en welke verkoopvoorwaardes nagegaan kan word te die kantoor van die Balju, Parkstraat 8, Kempton Park:

Erf 4308, Tembisa-uitbreiding 11-dorpsgebied, Registrasieafdeling IR, Gauteng, groot 280 vierkante meter, ook bekend as 4308 Tembisa-uitbreiding 11, gehou onder Titelakte TL67027/92.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie: Badkamer, toilet, eetkamer, twee slaapkamers, kombuis, alles onder 'n teëldak en met mure omhein.

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

Gedateer te Kempton Park hierdie 24ste dag van Februarie 1997.

M. M. Cowley, vir Jacobs & Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23 (Posbus 75), Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/RDB/LN2463.)

Case No. 21512/96
PH 388

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MBUTHO, ZAMOKUHLE RAYNOLD, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court, 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 27 March 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 of the Supreme Court prior to the sale:

Certain Erf 308, Bezuidenhout Valley Township, Registration Division IR, Province of Gauteng, area 495 (four hundred and ninety-five) square metres, situated at 200 and 200A Sixth Avenue, Bezuidenhout Valley.

Improvements (not guaranteed): A house consisting of three bedrooms, bathroom, kitchen, lounge, servants' quarters, toilet and garage.

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

Dated at Johannesburg on this 21st day of February 1997.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresX172.)

Case No. 161/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SELLO GABRIEL MOLOTO, First Defendant, and FLORAH FANCY MOLOTO, Second Defendant

A sale in execution of the undermentioned property is to be held at the entrance of the Magistrate's Court Soshanguve, Soshanguve, on Thursday, 27 March 1997 at 11:00.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 083 252 1506.

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

Property: Erf 1217, Block L, Soshanguve, Registration Division JR, Gauteng, measuring 359 square metres, also known as 1217 Block L, Soshanguve.

Improvements: Dwelling, three bedrooms, bathroom, kitchen, lounge and dining-room.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Ln/E527.)

Case No. 175/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and HOHLO ALBERT LETSOHA, First Defendant, and LIMI MARIA LETSOHA, Second Defendant

A sale in execution of the undermentioned property is to be held at the entrance of the Magistrate's Court Soshanguve, Soshanguve, on Thursday, 27 March 1997 at 11:00.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 083 252 1506.

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

Property: Erf 1574, Block GG, Soshanguve, Registration Division JR, Gauteng, measuring 480 square metres, also known as 1574 Block GG, Soshanguve.

Improvements: Dwelling, two bedrooms, bathroom, kitchen and lounge.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Ln/E553.)

Case No. 128/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MATSHELE EPHRAIM MOLELE, First Defendant, and MAKONOPI DOROTHEA MOLELE, Second Defendant

A sale in execution of the undermentioned property is to be held at the entrance of the Magistrate's Court Soshanguve, Soshanguve, on Thursday, 27 March 1997 at 11:00.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 083 252 1506.

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

Property: Erf 1764, Block GG, Soshanguve, Registration Division JR, Gauteng, measuring 588 square metres, also known as 1764 Block GG, Soshanguve.

Improvements: Dwelling: Two bedrooms, bathroom, kitchen and lounge.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Ln/E521.)

Case No. 189/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and HENDRICK LETSOALO, Defendant

A sale in execution of the undermentioned property is to be held at the entrance of the Magistrate's Court Soshanguve, Soshanguve, on Thursday, 27 March 1997 at 11:00.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 083 252 1506.

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

Property: Erf 1521, Block L, Soshanguve, Registration Division JR, Gauteng, measuring 375 square metres, also known as 1521 Block L, Soshanguve.

Improvements: Dwelling: Two bedrooms, bathroom, kitchen and lounge.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Ln/E510.)

Case No. 173/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOKGADI JANE MABUSELA, Defendant

A sale in execution of the undermentioned property is to be held at the entrance of the Magistrate's Court, Soshanguve, Soshanguve, on Thursday, 27 March 1997 at 11:00.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 083 252 1506.

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

Property: Erf 763, Block L, Soshanguve, Registration Division JR, Gauteng, measuring 387 square metres, also known as 763 Block L, Soshanguve.

Improvements: Dwelling: Two bedrooms, bathroom, kitchen and lounge.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Ln/E556.)

Case No. 130/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MATHIBELA JOHAN MAGAGULA, First Defendant, and ANNAH NOFUKA MAGAGULA, Second Defendant

A sale in execution of the undermentioned property is to be held at the entrance of the Magistrate's Court Soshanguve, Soshanguve, on Thursday, 27 March 1997 at 11:00.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 083 252 1506.

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

Property: Erf 170, Block GG, Soshanguve, Registration Division JR, Gauteng, measuring 464 square metres, also known as 170 Block GG, Soshanguve.

Improvements: Dwelling: Three bedrooms, bathroom, kitchen and lounge.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Ln/E514.)

Case No. 151/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and BUTIMAN ZABLON MASHININI, Defendant

A sale in execution of the undermentioned property is to be held at the entrance of the Magistrate's Court Soshanguve, Soshanguve, on Thursday, 27 March 1997 at 11:00.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 083 252 1506.

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

Property: Erf 1492, Block GG, Soshanguve, Registration Division JR, Gauteng, measuring 609 square metres, also known as 1492 Block GG, Soshanguve.

Improvements: Dwelling: Two bedrooms, bathroom, kitchen and lounge.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Ln/E531.)

Case No. 180/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SHUKUNDU JOSEPH MALULEKE, First Defendant, and KGAKANA BETTIE MALUKEKE, Second Defendant

A sale in execution of the undermentioned property is to be held at the entrance of the Magistrate's Court, Soshanguve, Soshanguve, on Thursday, 27 March 1997 at 11:00.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 083 252 1506.

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

Property: Erf 763, Block BB, Soshanguve, Registration Division JR, Gauteng, measuring 450 square metres, also known as 763 Block BB, Soshanguve.

Improvements: Dwelling: Three bedrooms, bathroom, kitchen, lounge and dining-room.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Ln/E508.)

Case No. 157/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MPANA THOMAS SHEZI, First Defendant, and MARIA SHEZI, Second Defendant

A sale in execution of the undermentioned property is to be held at the entrance of the Magistrate's Court Soshanguve, Soshanguve, on Thursday, 27 March 1997 at 11:00:

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 082 252 1506.

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

Property: Erf 638, Block DD, Soshanguve, Registration Division JR, Gauteng, measuring 496 square metres, also known as 638 Block DD, Soshanguve.

Improvements: Dwelling: Three bedrooms, bathroom, kitchen and lounge.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Ln/E541.)

Case No. 1562/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SHELU ANNA MALULEKA, Defendant

A sale in execution of the undermentioned property is to be held at the entrance of the Magistrate's Court Soshanguve, Soshanguve, on Thursday, 27 March 1997 at 11:00:

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa, and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 082 252 1506.

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

Property: Erf 2676, Block GG, Soshanguve, Registration Division JR, Gauteng, measuring 617 square metres, also known as 2676 Block GG, Soshanguve.

Improvements: Dwelling: Two bedrooms, kitchen and lounge.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Ln/E568.)

Case No. 1631/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and GERMINA MOHLABA CHAUKE, Defendant

A sale in execution of the undermentioned property is to be held at the entrance of the Magistrate's Court Soshanguve, Soshanguve, on Thursday, 27 March 1997 at 11:00:

Full conditions of sale can be inspected at the Sheriff Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa, and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 082 252 1506.

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

Property: Erf 201, situated in the Township of Soshanguve HH, Registration Division JR, Gauteng, measuring 425 square metres, also known as 201 Block HH, Soshanguve.

Improvements: Dwelling: Three bedrooms, kitchen and lounge.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Ln/E574.)

Case No. 1620/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MAMPHORA PHINEAS MAKGATHO, First Defendant, and POPPY REBECCA MAKGATHO, Second Defendant

A sale in execution of the undermentioned property is to be held at the entrance of the Magistrate's Court, Soshanguve, Soshanguve, on Thursday, 27 March 1997 at 11:00:

Property: Erf 1616, Block GG, Soshanguve, Registration Division JR, Gauteng, measuring 450 square metres, also known as 1616 Block GG, Soshanguve.

Improvements: Dwelling: Three bedrooms, bathroom, kitchen and lounge.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa, and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 082 252 1506.

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

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Ln/E569.)

Case No. 1626/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MATOME FRANS RAKOBO, First Defendant, and MOKGAETSI GLENNIE RAKOBO, Second Defendant

A sale in execution of the undermentioned property is to be held at the entrance of the Magistrate's Court, Soshanguve, Soshanguve, on Thursday, 27 March 1997 at 11:00:

Property: Erf 2268, Block GG, Soshanguve, Registration Division JR, Gauteng, measuring 416 square metres, also known as 2268 Block GG, Soshanguve.

Improvements: Dwelling: Three bedrooms, bathroom, kitchen and lounge.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa, and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 082 252 1506.

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

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Ln/E581.)

Case No. 25816/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NDOPANA ELIJAH SIBISI, Defendant

A sale in execution of the undermentioned property is to be held without reserve at Magistrate's Court, Tonga, on 27 March 1997 at 10:00:

Property: Ownership Unit 2164, in the Township of Kamhlushwa, District of Nkomazi.

Improvements: Two bedrooms, bathroom, kitchen and lounge.

Full conditions of sale can be inspected on the Notice Board at the Magistrate's Court, Tonga, and enquiries at the Sheriff, Nsikazi [(013) 744-9161], 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/GT4638.)

Case No. 27028/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, and ZIBUSISO, GLADMAN KHOZA, First Defendant, and NTSWAKI JEMINA KHOZA, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at The Sheriff Highveld Ridge, 13 Pennsylvania Road, Evander on Wednesday, 26 March 1997 at 10:00:

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

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

Property: All right, title and interest to the leasehold in respect of Erf 4744, Embalenhle Extension 9 Township, Registration Division IS, Province of Gauteng.

Improvements: Two bedrooms, kitchen, lounge and bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT 4678.)

Case No. 11/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, and REMSON, NTSANG PHOKU, Defendant

A sale in execution of the undermentioned property is to be held without reserve at The Town Manager's Offices, Maviljan on Tuesday, 8 April 1997 at 11:00:

Full conditions of sale can be inspected at the Sheriff, Pilgrimsrest, Panarama Rest Camp, Graskop, and will be read out prior to the sale.

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

Property: Ownership Unit A375, in the Township of Maviljan, District Mapulaneng.

Improvements: Two bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT4637.)

Case No. 269/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, and SONNYBOY DAVID NCAMANE, First Defendant, and NTOMBIZANELE MOSHANI, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Sheriff's Offices, Portion 83, De Onderstepoort (just north of the Sasko Mills) old Warmbaths Road, Bona Accord, on Friday, 11 April 1997 at 11:00:

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

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 22391, situated in the Township of Mamelodi Extension 4, Registration Division JR, Transvaal.

Improvements: Two bedrooms, kitchen, lounge, family-room, one and a half bathrooms and dining-room.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT 4690.)

Case No. 26921/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, and RAPULE HERMAN MAEBELA, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Soshanguve, on Thursday, 3 April 1997 at 11:00:

Full conditions of sale can be inspected at the Sheriff, Soshanguve at 5881 Magistrate's Court Road, Zone 5, Ga-Rankuwa, and will be read out prior to the sale.

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

Property: Erf 581, situated in the Township of Soshanguve UU, Registration Division JR, Province of Pretoria–Witwatersrand–Vereeniging.

Improvements: Three bedrooms, bathroom, kitchen and lounge.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT4658.)

Case No. 24869/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

NEDCOR BANK LIMITED, Plaintiff, and THE TRUSTEES FOR THE TIME BEING OF ETUBRUTE TRUST No. IT 5124/95, Defendant

A sale in execution of the undermentioned property is to be held without reserve at Room 603, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 10 April 1997 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Pretoria North West, 202 Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, and will be read out prior to the sale.

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

Property: Holding 33, Magaliesmoot Agricultural Holdings, Registration Division JR, Province of Gauteng.

Improvements: Five bedrooms, three bathrooms, lounge, kitchen, dining-room, TV Room. *Grannyflat:* Two bedrooms, bathroom, kitchen, lounge and four garages, swimming-pool and lapa.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Our Ref. Mr B. du Plooy/LVDM/GT4623.)

Case No. 26847/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SAMUEL THOBEJANE, First Defendant, and NEO TSHOLOFELO THOBEJANE, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at Magistrate's Court, Soshanguve, on 3 April 1997 at 11:00:

Full conditions of sale can be inspected at the Sheriff, Soshanguve, at 5881 Magistrate's Court Road, Zone 5, Ga-Rankuwa, 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 to the description and/or improvements.

Property: Erf 12, Soshanguve-BB, Registration Division JR, Province of Gauteng.

Improvements: Single storey, three bedrooms, bathroom, kitchen, lounge and garage.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria [Tel. (012) 325-4185.] (Ref. Du Plooy/EMC/GT4676.)

Case No. 28643/96
PH 416

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and VOYIATZIS, MILTIADES, First Defendant, and VOYIATZIS, EVANGELOS, 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, Johannesburg North, at 74 Houghton Drive, Houghton, on 1 April 1997 at 12:00, 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 One half share of Portion 3 of Erf 2325, Houghton Estate, Registration Division IR, Province of Gauteng, held under Deed of Transfer T35386/1987, situated at 74 Houghton Drive, Houghton Estate, area 2 105 square metres.

Improvements (not guaranteed): Double storey, entrance hall, lounge, dining-room, family room, study, three bedrooms, two bathrooms, toilet and wash basin, kitchen and breakfast room, pantry, laundry, flatlet, double garage and swimming-pool.

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

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

Dated at Johannesburg on this 25th day of February 1997.

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/N730.)

Saak No. 22069/96

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en SWART, RENEE FRANCES, Eksekusieskuldenaar

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 4 Februarie 1997 en 'n lasbrief vir eksekusie gedateer 4 Februarie 1997 sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof by die Balju se kantore te Standard Towers, Presidentstraat 247, Germiston, op Donderdag, 27 Maart 1997 om 10:00:

1. 'n Eenheid bestaande uit:

(a) Deelnommer 9 soos getoon en vollediger beskryf op Deelplannommer SS104/1993 in die skema bekend as Drakensburg, ten opsigte van die grond en gebou of geboue geleë te Symhurst-uitbreiding 1, Plaaslike Owerheid van Germiston, van welke eenheid die vloeroppervlakte volgens genoemde deelplan 80 (tagtig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, toegedeel aan genoemde eenheid in ooreenstemming met die deelnemingskwota van genoemde deel, soos geëndosseer op gesegde deelplan, gehou kragtens Akte van Transport ST57917/1993.

2. 'n Uitsluitlike gebruiksgebied beskryf as Parkeerarea gemerk P47, groot 13 (dertien) vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom bevattende die grond en die skema bekend as Drankensburg, ten opsigte van die grond en gebou of geboue geleë te Symhurst-uitbreiding 1-dorpsgebied, Plaaslike Owerheid Germiston, soos getoon en vollediger beskryf op Deelplan SS104/1993, gehou kragtens Notariële Akte van Sessie SK3319/1993, geleë te Drankensburg Woonstel 4, St Josephweg, Symhurst, Germiston.

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

Vernaamste voorwaardes van verkoping:

1. Die voorwaardes van verkoping sal ter insae lê by die Balju van die Landdroshof te Vierde Verdieping, Standard Towers, Presidentstraat 247, Germiston-Noord.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Wet op Landdroshowe (Wet No. 32 van 1944), soos gewysig, aan die hoogste bieër verkoop.

3. Die koopprys is soos volg betaalbaar:

3.1 Deposito van 20% (twintig persent) van die koopprys is betaalbaar onmiddellik na die verkoping.

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

Gedateer te Benoni op 27 Februarie 1997.

De Heus, vir Du Plessis, De Heus & Van Wyk, Prokureurs vir Eksekusieskuldeiser, Marilestgebou, Woburnlaan 72, Benoni [Tel. (011) 422-2435.] (Verw. mnr. De Heus/TW/AB407.)

Case No. 83271/95

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

In the matter between ABSA BANK LIMITED, Plaintiff, and ISAURA AUGUSTA RIBEIRO, Defendant

A sale will be held on Tuesday, 25 March 1997 at 10:00, at the premises of the building at 41 Rebecca Street, Pretoria West:

Portion 1 of Erf 1882, situated in the township Pretoria, Registration Division JR, Province Gauteng, measuring 737 (seven hundred and thirty seven) square metres, known as 41 Rebecca Street, Pretoria West.

Particulars are not guaranteed: Brick building with commercial potential. Shop on ground floor and six flats (two bedrooms each) on first and second floors. Outbuildings consisting of store ablution block and covered parking area. Improvements are more or less 1 002 square metres in extent.

Inspect conditions at Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

J. A. Alheit, for MacRobert de Villiers Lunnon & Tindall Inc (Tel. 339-8311 x 8427.) [Ref. M46639(M01187)/JA/M. Oliphant.]

Case No. 76755/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and PETROS KALI NHLAPO, First Defendant, and ELLEN NGUYE NHLAPO, Second Defendant

A sale will be held at N. G. Sinodale Sentrum, 234 Visagie Street, Pretoria, on Tuesday, 25 March 1997 at 10:00:

Erf 355, situated in the Township of Nellmapius, Registration Division JR, Province of Gauteng, measuring 215 (two hundred and fifteen) square metres, known as 596 Swartkoppie Street, Nellmapius.

Particulars are not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms and bathroom.

Inspect conditions at the Sheriff, Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311 X 8427.) (Ref. M36114/JA/M. Oliphant.)

Case No. 68804/95

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

In the matter between ABSA BANK LIMITED, Plaintiff, and PIET EKSTEEN, First Defendant, and SOPHIA EKSTEEN, Second Defendant

A sale will be held at N. G. Sinodale Sentrum, 234 Visagie Street, Pretoria, on Tuesday, 25 March 1997 at 10:00:

Erf 613, Nellmapius Township, Registration Division JR, Province of Gauteng, measuring 240 square metres, known as Loeriefontein Crescent 644, Nellmapius.

Particulars are not guaranteed: *Dwelling:* Combined lounge and dining-room, kitchen, two bedrooms and bathroom.

Inspect conditions at the Sheriff, Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311 X 8427.) (Ref. 451280/JA/M. Oliphant.)

Case No. 40191/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and BANGIWE WITBOOI MAHLANGU, Defendant

A sale will be held at N. G. Sinodale Sentrum, 234 Visagie Street, Pretoria, on Tuesday, 25 March 1997 at 10:00:

Erf 456, situated in the Nellmapius Township, Registration Division JR, Province of Gauteng, measuring 220 square metres, known as 566 Corlydia Avenue, Nellmapius.

Particulars are not guaranteed: Dwelling with lounge, kitchen, two bedrooms and toilet/shower.

Inspect conditions at the Sheriff, Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311.) (Ref. N1/A-M03675/JAA/J. S. Herbst.)

Case No. 15270/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and MALEHU RUTH CHAUKE, Defendant

A sale in execution will be held on Wednesday, 26 March 1997 at 14:00, by the Sheriff for Seshego in front of the Magistrate's Office, Seshego, of:

Ownership Unit Erf 89, Zone 3, in the Township of Seshego, in extent 375 square metres, known as House 89C, Zone 3, Seshego.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, three bedrooms, two bathrooms and garage.

Inspect conditions at the office of the Sheriff, Seshego, 68A Paul Kruger Street, Pietersburg.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 328-6770.) (Ref. N1/A-M04162/JAA/J. S. Herbst.)

Case No. 44672/94

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

In the matter between ABSA BANK LIMITED, Plaintiff, and NICOLIS ANDREW ENSLIN, First Defendant, and MARIANA ENSLIN, Second Defendant

A sale will be held at N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria, on Tuesday, 25 March 1997 at 10:00, of:

Remaining extent of Portion 1 of Erf 662, Rietfontein, Pretoria, Registration Division JR, Province of Gauteng, measuring 1 276 square metres, known as 901 27th Avenue, Rietfontein.

Particulars are not guaranteed: Dwelling with lounge, dining-room, kitchen, three bedrooms, bathroom, shower, toilet and single garage.

Inspect conditions at the Sheriff, Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311.) (Ref. N1/A-439461/JAA/J. S. Herbst.)

Saak No. 22376/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen DIE STANDARD BANK VAN SUID-AFRIKA BEPERK, Eiser, en HELLEN SANNAH NINI SIBIYA, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Donderdag, 27 Maart 1997 om 11:00, deur die Balju vir die Hooggeregshof, Soshanguve, gehou by die kantore van die Landdroshof, Soshanguve, aan die hoogste bieder:

Erf 338, Soshanguve-UU-dorpsgebied, Registrasieafdeling JR, provinsie Gauteng, groot 210 (tweehonderd-en-tien) vierkante meter, gehou kragtens Akte van Transport T64180/95, onderhewig aan die voorwaardes daarin vermeld.

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

Straatadres: 338 Soshanguve-UU.

Verbeteringe: Woonhuis bestaande uit twee slaapkamers, eetkamer, familiekamer, badkamer, toilet en kombuis.

Reserweprys: Die eiendom word verkoop sonder reserwe.

Terme en voorwaardes: Die koopprys sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 30 dae verseker word by wyse van 'n bank- of bouverenigingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof, Soshanguve, onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Soshanguve, 5881 Zone 5, Magistrate Courtweg, Ga-Rankuwa.

Geteken te Pretoria op hierdie 25ste dag van Februarie 1997.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw. Nel/S3/112/MD.)

Saak No. 22377/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen STANDARD BANK VAN SUID-AFRIKA BEPERK, Eiser, en MOTHEETSI DANIEL MASHEGO, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Donderdag, 27 Maart 1997 om 11:00, deur die Balju vir die Hooggeregshof, Soshanguve, gehou by die kantore van die Landdroshof, Soshanguve, aan die hoogste bieder:

Erf 494, Soshanguve-L-dorpsgebied, Registrasieafdeling JR, provinsie Pretoria–Witwatersrand–Vereeniging, groot 338 (driehonderd agt-en-dertig) vierkante meter, gehou kragtens Akte van Transport T67504/95, onderhewig aan die voorwaardes daarin vermeld.

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

Straatadres: 494 Soshanguve-L.

Verbeteringe: Woonhuis bestaande uit sitkamer, kombuis, vier slaapkamers, badkamer met toilet, toilet, garage en buite-tiolet.

Reserwe prys: Die eiendom word verkoop sonder reserwe.

Terme en voorwaardes: Die koopprys sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 30 dae verseker word by wyse van 'n bank- of bouvereningingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Soshanguve onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Soshanguve, 5881, Zone 5, Magistrate Courtweg, Ga-Rankuwa.

Geteken te Pretoria op die 25ste dag van Februarie 1997.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw: Nel/S3/107/LL.)

Saak No. 21998/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen STANDARD BANK VAN SUID-AFRIKA BEPERK, Eiser, en MODIBE CHARLES RAMPEDI, Eerste Verweerder, en FAITH RAMPEDI, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Donderdag, 27 Maart 1997 om 11:00, deur die Balju vir die Hooggeregshof, Soshanguve, gehou by die kantore van die Landdroshof, Soshanguve, aan die hoogste bieder:

Erf 758, Soshanguve-UU-dorpgebied, Registrasieafdeling JR, provinsie Pretoria–Witwatersrand–Vereeniging, groot 200 (tweehonderd) vierkante meter, gehou kragtens Akte van Transport T92565/95, onderhewig aan die voorwaardes daarin vermeld.

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

Straatadres: 758 Soshanguve-UU.

Verbeteringe: Woonhuis bestaande uit familiekamer, kombuis, drie slaapkamers en badkamer met toilet.

Reserwe prys: Die eiendom word verkoop sonder reserwe.

Terme en voorwaardes: Die koopprys sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 30 dae verseker word by wyse van 'n bank- of bouvereningingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Soshanguve onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Soshanguve, 5881, Zone 5, Magistrate Courtweg, Ga-Rankuwa.

Geteken te Pretoria op die 20ste dag van Februarie 1997.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw: Nel/S3/125/LL.)

Saak No. 1938/91

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen STANDARD BANK VAN SUID-AFRIKA BEPERK, Eiser, en JOHANNES BUTI MODAU, Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Donderdag, 27 Maart 1997 om 11:00, deur die Balju vir die Hooggeregshof, Soshanguve, gehou by die kantore van die Landdroshof, Soshanguve, aan die hoogste bieder:

Erf 246, Block AA Soshanguve-dorpsgebied, groot 600 (seshonderd) vierkante meter, gehou kragtens Sertifikaat van Reg van Huurpag 246AA (Folio 1457/88).

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

Straatadres: Erf 246, Block AA, Soshanguve.

Verbeteringe: Woonhuis met teëldak bestaande uit sit- en eetkamer, kombuis, twee slaapkamers, badkamer met toilet, omhein met draad omheining.

Reserwe prys: Die eiendom word verkoop sonder reserwe.

Terme en voorwaardes: Die koopprys sal betaalbaar wees soos volg: 10% (tien persent) daarvan by verkoping en die balans moet binne 30 dae verseker word by wyse van 'n bank- of bouvereningingwaarborg.

Voorwaardes: Die volle voorwaardes van verkoping wat deur die Balju van die Hooggeregshof van Soshanguve onmiddellik voor die verkoping uitgelees sal word, sal ter insae lê by die kantore van die Balju vir die Hooggeregshof, Soshanguve, 5881, Zone 5, Magistrate Courtweg, Ga-Rankuwa.

Geteken te Pretoria op die 25ste dag van Februarie 1997.

F. M. Nel, vir Truter & Wessels, Prokureurs vir Eiser, Vyfde Verdieping, De Kleine Admiraal, Andriesstraat 76, Pretoria. (Verw: Nel/S3/110/LL.)

Saak No. 14759/96

IN DIE HOËRHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en OGDEN, HERBERT ARTHUR AIREDALE, Eerste Verweerder, en OGDEN, MARLÈ THÈRÈSE, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 31 Julie 1996, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Donderdag, 27 Maart 1997 om 10:00, deur die Balju, Johannesburg-Oos, by die Balju te Jutastraat 69, Braamfontein, aan die hoogste bieder:

Erf 43, Cleveland-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 426 (vierhonderd ses-en-twintig) vierkante meter, gehou kragtens Akte van Transport T25018/1993.

Sonering: Woonhuis, geleë te 26ste Straat 11, Cleveland, Johannesburg.

Daar is geen reserweprys onderworpe aan bekragtiging in terme van klousule 17 van die verkoopvoorwaardes.

Die eiendom bestaan uit woonhuis met twee slaapkamers, sitkamer, kombuis met spens, badkamer met toilet, aparte toilet asook twee buitekamers met buitetoilette en beslaan eenhonderd agt-en-tagtig (188) vierkante meter.

Besonderhede van die verbeterings op die eiendom word hierbo verstrek, maar nie gewaarborg nie.

Terme en voorwaardes:

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

Voorwaardes: Die volle voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Hooggeregshof.

Gedateer te Johannesburg op hierdie 24ste dag van Februarie 1997.

Tim du Toit & Kie. Ing., Prokureurs vir Eiser, Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Johannesburg. (Tel. 331-3868.) (Faks. 331-9700.) (Verw. W. A. du Randt/jd/G46.)

Saak No. 14759/96

IN DIE HOËRHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en OGDEN, HERBERT ARTHUR AIREDALE, Eerste Verweerder, en OGDEN, MARLÈ THÈRÈSE, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 31 Julie 1996, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Donderdag, 27 Maart 1997 om 10:00, deur die Balju, Johannesburg-Oos, by die Balju te Jutastraat 69, Braamfontein, aan die hoogste bieder:

Erf 45, Cleveland-dorpsgebied, Registrasieafdeling IR, Transvaal, groot 423 (vierhonderd drie-en-twintig) vierkante meter, gehou kragtens Akte van Transport T12018/1993.

Sonering: Woonhuis, geleë te 26ste Straat 13A, Cleveland, Johannesburg.

Daar is geen reserweprys onderworpe aan bekragtiging in terme van klousule 17 van die verkoopvoorwaardes.

Die eiendom bestaan uit woonhuis met twee slaapkamers, sitkamer, kombuis met spens, badkamer met toilet, aparte toilet asook twee buitekamers met buitetoilette en beslaan ongeveer agt-en-tagtig (88) vierkante meter.

Besonderhede van die verbeterings op die eiendom word hierbo verstrek, maar nie gewaarborg nie.

Terme en voorwaardes:

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

Voorwaardes: Die volle voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Hooggeregshof.

Gedateer te Johannesburg op hierdie 24ste dag van Februarie 1997.

Tim du Toit & Kie. Ing., Prokureurs vir Eiser, Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Johannesburg. (Tel. 331-3868.) (Faks. 331-9700.) (Verw. W. A. du Randt/jd/G46.)

Case No. 26805/96
PH 630

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED (UNITED BANK Division), formerly known as UNITED BANK LIMITED, Plaintiff, and NICO JOHAN GOUWS, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 1 April 1997 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

1. A unit consisting of—

1.1 Section 8, as shown and more fully described on Sectional Plan SS13/1992, in the scheme known as Throb Villas, in respect of the land and building or buildings situated at Township of Randparkrif, Local Authority of Randburg, of which the floor area, according to the said sectional plan, is 38 (thirty-eight) square metres in extent, being 7 Monkor Street, Randpark Ridge; and

1.2 an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by the Defendant under and by virtue of Deed of Transfer ST21054/1992.

2. A exclusive use area described as Parking P8, measuring 19 (nineteen) square metres, being as such part of the common property, comprising the land and the scheme known as Throb Villas, in respect of the land and building or buildings situated at Township of Randparkrif, Local Authority of Randburg, being 7 Monkor Street, Randpark Ridge, as shown and more fully described on Sectional Plan SS13/1992, held by the Defendant under and by virtue of Notarial Deed of Cession SK849/1992.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, bedroom, bathroom/w.c., kitchen and carport.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 7th day of February 1997.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 107114/Mr C. Livingstone/le.)

Case No. 20900/96
PH 630

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

In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION) formerly known as UNITED BANK LIMITED, Plaintiff, and RAJENDRA BEDASIE, First Defendant, and CHARMAINE GERALDINE BEDASIE, 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 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 1 April 1997 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 3816, Randpark Ridge Extension 29, measuring 1 045 (one thousand forty-five) square metres, held by the Defendants under Deed of Transfer T15663/1991, being Stand 3816, Singray Street, Randpark Ridge Extension 29.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, bedroom, bathroom and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 7th day of February 1997.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax (011) 484-7548.] (Ref. 105170/Mr C. Livingstone/le.)

Case No. 3125/96

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

In the matter between SAAMBOU BANK BEPERK, Plaintiff, and BOAS MARTIN BAEBONE MADISHA, Defendant

The following property will be sold in execution at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, on 4 April 1997 at 11:15:

Certain Erf 1806, Dawn Park Extension 26 Township, Registration Division IR, Province of Gauteng, measuring 814 (eight hundred and fourteen) square metres, known as 7 Katjiepiering Street, Dawn Park Extension 26, Boksburg.

Description: Dwelling and outbuildings. Improvements are not guaranteed.

Terms: 10% (ten per centum) of the purchase price, plus Sheriff's commission of 5% (five per centum) of the proceeds of the sale to a price of R30 000 and thereafter 3% (three per centum) to a maximum of R7 000 and a minimum of R260 must be paid to the Sheriff of the Court in cash on the day of sale and the unpaid balance shall be paid or secured by a bank or building society guarantee within 30 (thirty) days after the date of sale.

The full conditions of sale that will be read out by the Sheriff of the Magistrate's Court immediately prior to the sale, may be inspected at their offices at 182 Leeuwpoort Street, Boksburg.

Dated at Boksburg on this 20th day of February 1997.

P. W. Möller, for Möller, Venter & Associates, Attorney for Plaintiff, First Floor, Dominium Building, 314A Commissioner Street, Boksburg. (Tel. 917-9863/4.) (Ref. Mrs Oberholster.)

Case No. 27396/96
PH 2

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and ROETS, KEVIN IAN, First Defendant, and ROETS, KARIN LOUISE, Second Defendant

In execution of a judgment of the High 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, Roodepoort, on 4 April 1997 at 10:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Roodepoort, 182 Progress Avenue, Lindhaven, Roodepoort:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: A unit under tiled roof consisting of entrance hall, lounge, two bedrooms, kitchen, bathroom, shower and carport.

Being: Section 3, Candlewood Village, Roodepoort, situated at 2 Candlewood Village, Hamburg Road, Georginia, Roodepoort, measuring 68 square metres, exclusive parking area P3, measuring 13 square metres, held by Defendants under Notarial Deed of Cession SK2913/1993S, Registration Division, Local Authority Town Council of Roodepoort, held by the Defendant under Title Deed ST51251/1993.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, a guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Randburg this 20th day of February 1997.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/md.)

Case No. 12509/96
PH 2

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MAMPURU, MODUPI SIMON, First Defendant, and MAMPURU, ZOLELWA, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above action, a sale as a unit without a reserve price will be held by the Sheriff, Pretoria North West, at 603A Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, on 3 April 1997 at 10:00, of the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Pretoria North West, 202 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling, two bedrooms, kitchen, dining-room, bathroom and toilet.

Being Erf 7813, situated at Atteridgeville Extension 3, measuring 286 square metres, Registration Division JR, Transvaal, held by the Defendants under Title Deed TL46322/89.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, a guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Pretoria on this 18th day of February 1997.

Bezuidenhout Van Zyl Inc., c/o Van Zyl Le Roux & Hurter, Second Floor, 38 Church Square, Pretoria. [Tel. (012) 323-0500.] (Ref. Mr Grimbeek.)

Case No. 16530/96
PH 2

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and ANNANDALE, ERNEST GIDEON, 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 by the Sheriff, 69 Juta Street, Braamfontein, on 27 March 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, Johannesburg South, 100 Sheffield Street, Turffontein.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Flat comprising entrance hall, lounge, bedroom, kitchen, bathroom and toilet.

Being Unit 5, Daven Court, Rosettenville Township, situated at Flat 2, Daven Court, 69 Lang Street, Rosettenville, measuring 58 square metres, Registration Division: Local Authority, Johannesburg, held by the Defendant under Title Deed ST49571/94.

Terms: 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, a guarantee to be furnished within 14 (fourteen) days from the date of sale.

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

Dated at Randburg on this 17th day of February 1997.

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

Case No. 27873/96
PH 630

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and A. J. PELSER, 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 c/o De Klerk, Vermaak & Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 3 April 1997 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at c/o De Klerk, Vermaak & Partners Inc. Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging:

Erf 1116, Vereeniging Extension 1, measuring 1 190 (one thousand one hundred and ninety) square metres, held by the Defendant under Deed of Transfer T25341/1973, being 47 General Smuts Road, Duncanville, Vereeniging Extension 1.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consist of three bedrooms, one and a half bathroom, kitchen, lounge, dining-room and family room.

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

The Purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 18th day of February 1997.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax (011) 484-7548.] (Ref. 104801/Mr C. Livingstone/cb.)

Case No. 14783/96
PH 630

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION) formerly known as UNITED BANK LIMITED, Plaintiff, and AJITH MAHESH, First Defendant, and RUSHDEYA MAHESH, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 69 Juta Street, Braamfontein, on Thursday, 27 March 1997 at 10:00, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South at 100 Sheffield Street, Turfontein:

Erf 501, Elandspark, measuring 922 (nine hundred and twenty-two) square metres, held by the Defendants under Deed of Transfer T17769/1995, being 160 Pauline Smith Crescent, Elandspark, Johannesburg.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, bathroom/w.c., and bedrooms.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 12th day of February 1997.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 102786/Mr N. Georgiades/le.)

Case No. 10339/96
PH 630

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION) formerly known as UNITED BANK LIMITED, Plaintiff, and JACQUELINE ANN FOSTER, 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 69 Juta Street, Braamfontein, on Thursday, 27 March 1997 at 10:00, of the undermentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg West, at Second Floor, 32 Von Brandis Street, Johannesburg:

Erf 473, Berario, measuring 1 338 (one thousand three hundred and thirty-eight) square metres, held by the Defendant under Deed of Transfer T32149/1993, being 63 King Street, Berario.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of entrance hall, lounge, dining-room, four bedrooms, bathroom, bathroom/shower, kitchen, garage, carport, servant's room and w.c./shower.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 12th day of February 1997.

Jay Incorporated, Plaintiff's Attorneys, Level Six, Sunnyside Ridge Building, Sunnyside Drive (entrance at intersection of Carse O'Gowrie and Princess of Wales Roads), Parktown; P.O. Box 87160, Houghton, 2041. [Tel. (011) 484-2828.] [Fax. (011) 484-7548.] (Ref. 100365/Mr N. Georgiades/le.)

Case No. 270/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SOLOMON SAMUEL NKOSI, First Defendant, and DUMO JOYCE NKOSI, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Sheriffs' Offices, Portion 83, De Onderstepoort (just north of Sasko Mills) old Warmbaths Road, Bon Accord, on Friday, 11 April 1997 at 11:00.

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

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

Property: All right, title and interest to the leasehold in respect of Stand 22464, Mamelodi Extension 4 Township, Registration Division JR, Transvaal.

Improvements: Single storey, two bedrooms, kitchen, lounge and one and a half bathroom.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT 4685.)

Case No. 585/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ELSON BHEKI SITHOLE, First Defendant, and SENZENI VIRGINA SITHOLE, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Soshanguve, on Thursday, 3 April 1997 at 11:00:

Property: Erf 653, Soshanguve L Township, Registration Division JR, Transvaal.

Improvements: Three bedrooms, kitchen, lounge, dining-room, two bathrooms and garage.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, at 5881 Magistrate's Court Road, Zone 5, Ga-Rankuwa, 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. Mr B. du Plooy/LVDM/GT4684.)

Case No. 165/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ZAKHELE MARTINS MKHALIPE, First Defendant, and NKELE JOYCE MKHALIPE, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Soshanguve, on Thursday, 3 April 1997 at 11:00:

Property: Erf 354, Soshanguve FF Township, Registration Division JR, Transvaal.

Improvements: Three bedrooms, kitchen, lounge, dining-room and bathroom.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, at 5881 Magistrate's Court Road, Zone 5, Ga-Rankuwa, 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. Mr B. du Plooy/LVDM/GT4705.)

Case No. 27029/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MICHAEL MAKATA MOJAPELO, Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Soshanguve, on Thursday, 3 April 1997 at 11:00:

Property: Erf 408, situated in the Township of Soshanguve UU, Registration Division JR, Province of Gauteng.

Improvements: Three bedrooms, kitchen and lounge.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, at 5881 Magistrate's Court Road, Zone 5, Ga-Rankuwa, 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. Mr B. du Plooy/LVDM/GT4677.)

Case No. 985/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARIUS ALBERTUS STEPHANUS LANDMAN, First Defendant, and HELENA CORNELIA LANDMAN, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, 12 Gideon Scheepers Street, Witbank Extension 10, Witbank, on Friday, 11 April 1997 at 09:30:

Property: Erf 1916, Witbank Extension 10 Township, Registration Division JS, Province of Mpumalanga, known as 12 Gidoen Scheepers Street, Witbank Extension 10.

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

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.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT4715.)

Case No. 26848/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SIPHO ISIAH NCONYAMA, First Defendant, and MANTSI RIA MABYE, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Office, Soshanguve, on 3 April 1997 at 11:00:

Property: Erf 777, Soshanguve AA Township, Registration Division JR, Province of Gauteng.

Improvements: Three bedrooms, two bathrooms, kitchen, lounge, dining-room, study, two garages and laundry.

Full conditions of sale can be inspected at the Offices, Soshanguve, at 5881 Magistrate's Court Road, Zone 5, Ga-Rankuwa, and will be read out prior to the sale.

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/GT4666.)

Case No. 26952/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MASHISHI SIMON KENANA, First Defendant, and KHULUMI EMMAH KENANA, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Soshanguve, on 3 April 1997 at 11:00:

Property: Stand 613BB, Soshanguve Residential Area of Soshanguve, District of the District Representative, Department of Development Aid Soshanguve.

Improvements: Three bedrooms, two bathrooms, kitchen, lounge, dining-room and garage.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, at 5881 Magistrate's Court Road, Zone 5, Ga-Rankuwa, and will 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/ EMC/GT4670.)

Case No. 22905/96
PH 168

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MORRIS, DARYL BRANDON, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale, without reserve, will be held at the offices of the Deputy Sheriff, Fourth Floor, Standard Towers, 247 President Street, Germiston, on 27 March 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the office of the Deputy Sheriff, Fourth Floor, Standard Towers, 247 President Street, Germiston, prior to the sale:

Erf 341, Illiondale Township, Registration Division IR, Transvaal, measuring 995 square metres, held under Deed of Transfer T87702/93 situated at 55 Karen Road, Illiondale, Edenvale.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: *Main building:* Entrance hall, lounge, family room, dining-room, kitchen, three bedrooms, two bathrooms, shower, two toilets. Brick, plaster and painted walls. Herculite ceilings. Carpeted, tiled and Novilon floors. Tiled roof. *Outbuildings:* Outbuildings consist of garage, carport, servant's room, toilet, laundry and swimming-pool.

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

Auctioneer's charges are payable on the day of the sale, to be calculated as follows: 5% (five per centum) of the proceeds of the sale up to a price of 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 this 13th day of February 1997.

Lazzara-Leicher, Plaintiff's Attorneys, Suite LG4, Vista Place, corner of Vorster and Glen Avenues, Glenanda, Johannesburg; P.O. Box 2165, Southdale, 2135. (Tel. 432-3834.) (Ref. Mr Lazzara/gm/F243/X1588.)

Case No. 25604/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOSEPH KHEHLA MASEKO, Defendant

A sale in execution of the undermentioned property is to be held without reserve at in front of the Magistrate's Court, Delville Street, Witbank, on 4 April 1997 at 10:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, 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: Erf 4282, Kwa Guqa Extension 7 Township, Registration Division JR, Transvaal.

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

Hack Stupel & Ross, Attorneys for Plaintiff (P.O. Box 2000), Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT4635.)

Case No. 26730/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and RENIER JOHANNES VAN JAARSVELD, First Defendant, and ANNA CHRISTINA VAN JAARSVELD, Second Defendant

A sale in execution of the undermentioned property is to be held without reserve at in front of the main entrance Magistrate's Court, Generaal Hertzog Street, Vanderbijlpark, on Friday, 4 April 1997 at 10:00.

Full conditions of sale can be inspected at the Sheriff, Vanderbijlpark, Suite C, Rietbok Building, Generaal 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: Erf 856, Vanderbijlpark South-East 2 Township, Registration Division IQ, Province of Gauteng, known as 30 Oosthuizen Street, Vanderbijlpark SE 2.

Improvements: Four bedrooms, two bathrooms, kitchen, lounge, dining-room plus two other rooms.

Hack Stupel & Ross, Attorneys for the Plaintiff (P.O. Box 2000), Pretoria. [Tel. (012) 325-4185.] (Ref. Mr Du Plooy/LVDM/GT4649.)

Saak No. 80197/95

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen RAAD OP PLAASLIKE BESTUURSAANGELEENTHEDE, Eiser, en RUPERT EUGENE OLMESDAHL, Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 6 Oktober 1995, sal die hierondervermelde eiendomme geregtelik verkoop word op Dinsdag, 15 April 1997 om 10:00, te die Landdroskantoor, Amsterdam, aan wie die hoogste aanbod maak:

1. Erf 326, Amsterdam, Registrasieafdeling IT, provinsie Mpumalanga, groot 2 855 (tweeduisend agthonderd vyf-en-vyftig) vierkante meter, geleë te Presidentsstraat 59, Amsterdam, gehou kragtens Akte van Transport T6298/1976; en

2. Erf 366, Amsterdam, Registrasieafdeling IT, provinsie Mpumalanga, groot 2 855 (tweeduisend agthonderd vyf-en-vyftig) vierkante meter, geleë te Bullerstraat 60, Amsterdam, gehou kragtens Akte van Transport T6298/1976.

Die bogemelde eiendomme word apart verkoop en nie as 'n eenheid nie.

Volgens inligting wat Eiser kon bekom, is die sonering onbepaald in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborge word egter verstrek nie.

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

(a) Die koper moet 'n deposito van 20% (twintig persent) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne veertien (14) dae na die datum van die verkoping verstrek word;

(b) Die koper moet die afslaersgelde op die dag van die verkoping betaal teen 4% (vier persent) van die totale koopprys plus BTW daarop.

Geteken te Pretoria op hierdie 24ste dag van Februarie 1997.

C. J. van der Merwe, vir Van der Merwe Prokureurs, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. [Tel. (012) 320-2844/5/6/7.] (Verw. mnr. C. J. van der Merwe/rdb.)

Saak No. 7364/96

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

In die saak tussen ALLIED BANK, 'N DIVISIE VAN ABSA BANK BEPERK, Eiser, en B. T. SIHLANGU, Eerste Verweerder, en S. E. SIHLANGU, Tweede Verweerder

Ingevolge uitspraak in die Hof van die Landdros van Middelburg en eksekusie teen goed gedateer 21 Januarie 1997, sal die ondervermelde eiendom op Vrydag, 11 April 1997 om 11:00, te Bullerstraat 14, Dennesig, Middelburg, aan die hoogste bieder geregtelik verkoop word, naamlik:

Erf 4280, Middelburg-uitbreiding 13-dorpsgebied, Registrasieafdeling JS, provinsie Mpumalanga, groot 1 175 (eenduisend eenhonderd vyf-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T9373/96.

Verkoopvoorwaardes:

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

2. Die verdere verkoopvoorwaardes lê ter insae by die kantore van prokureurs Esterhuysen & Botha, Markstraat 20B, Middelburg, en die Balju, Totiusstraat 107, Middelburg.

F. J. Botha, vir Esterhuysen & Botha, Posbus 68, Markstraat 20B, Middelburg, 1050.

Saak No. 37975/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen NBS BANK LIMITED, Eiser, en J. G. DU PREEZ, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 7 Julie 1994, uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Wonderboom, te Gedeelte 83, De Onderstepoort (noord van Saskomeule), ou Warmbadpad, Bon Accord, aan die hoogste bieër op 11 April 1997 om 11:00:

Erf 192, geleë in die dorpsgebied Ninapark-uitbreiding 2, Registrasieafdeling JR, provinsie Gauteng, groot 1 385 (eenduisend driehonderd vyf-en-tagtig) vierkante meter (beter bekend as Tarentaalstraat 53, Ninapark-uitbreiding 2).

Voorwaardes van verkoping:

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

2. Die volgende besonderhede ten opsigte van verbeteringe word verskaf, maar nie gewaarborg nie: Enkelverdieping-woonhuis met vier slaapkamers, twee badkamers, sitkamer, eetkamer, studeerkamer, ingangsportaal, familiekamer, stoep, grasdaklapa, plaveisel, buitegeboue en dubbelmotorhuis.

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

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

Geteken te Pretoria op hierdie 24ste dag van Februarie 1997.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR48041.)

Saak No. 1332/96

IN DIE LANDDROSHOF VIR DIE DISTRIK LICHTENBURG GEHOU TE LICHTENBURG

In die saak tussen BAREND JACOBUS POTGIETER EN JACOBA ALETTA POTGIETER, Eiser, en HERMANUS BAREND VAN DER SCHYFF, Verweerder

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 18 Februarie 1997 en daarop volgende lasbrief vir eksekusie die hierna gemelde eiendom op 4 April 1997 om 10:00, te die Landdroskantore, Landdros, Maartenslaan, Lichtenburg, geregtelik verkoop sal word, naamlik:

Gedeelte 4 van die plaas Graslaagte 37, Registrasieafdeling IP, Noordwes-provinsie, ook bekend as plaas Graslaagte, distrik Lichtenburg.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Winkel 2, Shukran Plaza, ter insae lê en behels onder andere die volgende:

1. 10% (tien persent) van koopsom op datum van veiling.
2. Balanskoopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.
4. Reserwe prys wat op veiling aangekondig sal word.

Gedateer te Lichtenburg op hede die 20ste dag van Februarie 1997.

Lourens, Beckley & Fourie, Langstraat 54A, Lichtenburg. Fax (01441) 22-5215, [(01441) 24016/7/8.]; P.O. Box 1275, Lichtenburg, 2740. (Verw. DD/V57.)

Case No. 11515/96

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

In the matter between STANDARD BANK OF S.A. LTD, Plaintiff, and GAVIN MOORE SECRETARIAL SERVICE (PTY) LTD, Defendant

In pursuance of a judgment in the Court for the Magistrate of Benoni on 11 December 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 26 March 1997 at 10:00, in front of the Police Station, Clarens, to the highest bidder:

Certain: Farm Mooihoek 797, situated in the District of Bethlehem, measuring 256,9596 (two hundred and fifty six comma nine five nine six) hectares.

The following improvements are reported to be on the property, but nothing is guaranteed: One very big rondawel with electricity and telephone.

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, Bethlehem.

Dated at Benoni this 25th day of February 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue. (Tel. 422-1350.) (Ref. S0171C/Mrs Moodley.)

Case No. 13471/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and GERT PETRUS LODEWYK KRUGER, First Defendant, and ELIZABETH MARIA ALETHA KRUGER, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 4 February 1997 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 4 April 1997 at 11:15, at the Sheriff's Office, 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain: Erf 674, Impalapark Township, situated at 12 De Havilland Street, in the Township of Impalapark, District of Boksburg, measuring 941 (nine hundred and forty-one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising of lounge, kitchen, dining-room, three bedrooms, bathroom and servants' quarters.

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 24th day of February 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, c/o 10 Bloem Street, Boksburg. (Tel. 422-1350.) (Ref. N57123/Mrs West.)

NOTICE OF SALES IN EXECUTION

ALBERTON MAGISTRATE'S COURT

All the sales in execution are to be held at the offices of the Sheriff, Alberton, 8 St Columb Road, New Redruth, Alberton, on Wednesday, 26 March 1997 at 10:00.

NEDCOR BANK LIMITED is the Execution Creditor.

The hereinafter mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act, No. 32 of 1944.

2. The purchaser shall pay 10% (ten per centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank-guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.

3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale.

4. Improvements as set out hereunder are not guaranteed.

Case No. 587/95.

Judgment Debtors: MONTSHENG ISAAC MASHILANA and MAKODI ADELINA MASHILANA.

Property: Right of leasehold over Erf 10, Tsolo Township, Registration Division IR, Province of Gauteng, situated at Erf 10, Tsolo, Katlehong, Alberton.

Improvements: Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.

Reference: MM0770.

Case No. 3237/95.

Judgment Debtors: FANA PETRUS MTHEMBU and PHINDILE MAVIS MTHEMBU.

Property: Right of leasehold over Erf 196, A P Khumalo Township, Registration Division IR, Province of Gauteng, situate at Erf 196, A P Khumalo, Katlehong, Alberton.

Improvements: Detached single storey brick built residence under iron roof comprising four rooms other than kitchen and bathroom.

Reference: MM0853.

Case No. 8453/95.

Judgment Debtor: KOMUTI GIDION MNISI.

Property: Right of leasehold over Erf 8966, Tokoza Township, Registration Division IR, Province of Gauteng, situated at Erf 8966, Tokoza, Alberton.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

Reference: MM0898.

Case No. 7121/94.

Judgment Debtors: MUNTU HELLION HLOPHE and THANDI ELIZABETH HLOPHE.

Property: Right of leasehold over Erf 8670, Tokoza Township, Registration Division IR, Province of Gauteng, situated at Erf 8670, Tokoza, Alberton.

Improvements: Detached single storey brick built residence under iron roof comprising room other than kitchen with outbuildings comprising toilet and shower.

Reference: MH0035.

Case No. 2928/94.

Judgment Debtor: THULI JACOB KHANYE.

Property: Erf 726, Ramakonopi West Township, Registration Division IR, Province of Gauteng, situated at Erf 726, Ramakonopi West, Katlehong, Alberton.

Improvements: Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and bathroom.

Reference: mk0078.

Case No. 585/95.

Judgment Debtor: KABONINA JANE MABUZA.

Property: Erf 772, Ramakonopi Township, Registration Division IR, Province of Gauteng, situated at Erf 772, Ramakonopi Township, Registration Division IR, Province of Gauteng, situated at Erf 772, Ramakonopi, Katlehong, Alberton.

Improvements: Detached single storey brick built residence under asbestos roof comprising three rooms other than kitchen and bathroom.

Reference: MM0769.

Case No. 12/97.

Judgment Debtor: DUMISANI PATRICK ZONDO.

Property: Right of leasehold over Erf 1477, Othandweni Extension 1 Township, Registration Division IR, Province of Gauteng, situated at Erf 1477, Othandweni Extension 1, Tokoza, Alberton.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

Reference: MZ0123.

Case No. 1131/94.

Judgment Debtors: SIMON DLAMINI and ELIZABETH MAPULE DLAMINI.

Property: Erf 499, Ramakonopi Township, Registration Division IR, Province of Gauteng, situated at Erf 499, Ramakonopi West, Katlehong, Alberton.

Improvements: Detached single storey brick built residence under iron roof comprising five rooms other than kitchen and two bathrooms.

Reference: MD0026.

Case No. 9347/96.

Judgment Debtors: ELIJAH MASHIGO and NOMATHEMBA VIRGINIA MASHIGO.

Property: Right of leasehold over Erf 304, Mngadi Township, Registration Division IR, Province of Gauteng, situated at Erf 304, Mngadi, Katlehong, Alberton.

Improvements: Detached single storey brick built residence under tiled roof comprising three rooms other than kitchen and bathroom.

Reference: MM0992.

Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. [Tel. (011) 825-1015.] (Ref. L. Ruthven.)

NOTICE OF SALES IN EXECUTION

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

All the sales in execution are to be held at the offices of the Sheriff, Boksburg, 182 Leeuwpoort Street, Boksburg, on Friday, 4 April 1997 at 11:15.

NEDCOR BANK LIMITED is the Execution Creditor.

The hereinafter mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Supreme Courts Act No. 59 of 1959.

2. The purchaser shall pay 10% (ten per centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank-guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.

3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale.

4. Improvements as set out hereunder are not guaranteed.

Case No. 30700/96.

Judgment Debtor: MANTHATA WILLIAM PILA.

Property: Right of Leasehold over Erf 121, Volsloorus Extension 4 Township, Registration Division IR, Province of Gauteng, situated at Erf 121, Vosloorus Extension 4, Boksburg.

Improvements: Detached single storey brick build residence under tiled roof comprising three rooms other than kitchen and bathroom.

Reference: MP0446.

Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. [Tel. (011) 825-1015.) (Ref. L. Ruthven.)

NOTICE OF SALES IN EXECUTION

(Alberton Magistrate's Court)

All the sales in execution are to be held at the office of the Sheriff Alberton, 8 St Columb Road, New Redruth, Alberton, on Wednesday, 2 April 1997 at 10:00.

NEDCOR BANK LIMITED is the Execution Creditor.

The hereinafter mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Magistrates' Courts Act No. 32 of 1944.

2. The purchaser shall pay 10% (ten per centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank-guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.

3. Full conditions of sale can be inspected at the Sheriff's office and will be read out prior to the sale.

4. Improvements as set out hereunder are not guaranteed.

Case No. 10/97.

Judgment Debtor: LESETJA FRANS MANAKA.

Property: Erf 1990, Moleleki Extension 3 Township, Registration Division IR, Province of Gauteng, situated at Erf 1990, Moleleki Extension 3, Alberton.

Improvements: Detached single storey brick build residence under tiled roof comprising three rooms other than kitchen and bathroom.

Reference: MM1005.

Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. [Tel. (011) 825-1015.) (Ref. L. Ruthven.)

NOTICE OF SALES IN EXECUTION

(IN THE SUPREME COURT OF SOUTH AFRICA–WITWATERSRAND LOCAL DIVISION)

All the sales in execution are to be held at the offices of the Sheriff of the Supreme Court, Springs, 56 12 Street, Springs, on Friday, 4 April 1997 at 11:00.

NEDCOR BANK LIMITED is the Execution Creditor.

The hereinafter mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots, and subject to the Supreme Court Act No. 59 of 1959.

2. The purchaser shall be obliged to pay a deposit of ten per centum of the price and the fees of the Sheriff for acting as auctioneer [i.e. 5% (five per centum) of the proceeds of the sale up to the price of R30 000 and thereafter 3% (three per centum) to a maximum of R7 000 with a minimum of R100], immediately after the sale in cash or acceptable bank-guaranteed cheque but the Sheriff shall if so directed by the Plaintiff, dispense with or reduce such deposit. The purchaser shall pay the balance of the purchase price plus interest at Plaintiff's current lending rates plus transfer costs on transfer, to be secured by acceptable guarantees within 14 (fourteen) days of the sale.

3.The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Benoni.

4. Improvements as set out hereunder are not guaranteed.

Case No. 29758/96.

Judgment Debtor/s: FIOS SIPHIWE MAKHUBU AND LINDIWE PATIENCE MAKHUBU.

Property: Erf 20978 (formerly 1396) kwaThema Extension 1 Township, Registration Division IR, Province of Gauteng, situated at Erf 20978 (formerly 1396) kwaThema Extension 1, Springs,.

Improvements: Detached single storey brick built residence under asbestos roof comprising three bedrooms other than kitchen and bathroom.

Reference: MM0996.

Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. [Tel. (011) 825-1015.] (Ref. L. Ruthven.)

Case No. 997/95

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

In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION) (86/04794/06), Plaintiff, and VERNON BERNARD PETERSON, First Defendant, and ANTOINETTE PETERSON, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 2 March 1995, and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 14 March 1997 at 11:15, at the office of the Sheriff 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain : Erf 53, Delmore Park Township, situated on 5 Haupt Street, Delmore Park, in the Township of Delmore Park, District of Boksburg, measuring 844 (eight hundred and forty-four) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising of an entrance hall, lounge, dining-room, family room, kitchen, three bedrooms, two bathrooms, two w.c.'s *Outbuildings:* Staff room two garages and w.c.

The conditions of sale:

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

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

Dated at Boksburg on this 11th day of February 1997.

Hammond Pole & Dixon Inc., Domicillium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00468/Mrs Teixeira.)

Saak No. 1215/93

IN DIE LANDDROSHOF VIR DIE DISTRIK SESHEGO GEHOU TE SESHEGO

In die saak tussen STANDARD BANK VAN SA BEPERK, Eiser, en DIZWANEZO THOMAS NAMATHE, Verweerder

Ten uitvoerlegging van 'n vonnis wat Landdroshof van Seshego, toegestaan het, op 7 Februarie 1994, en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 4 April 1997 om 10:00, te Kigeliastraat 57, Florapark, Pietersburg, aan die hoogste bieder, naamlik:

Erf 4556, geleë in die dorp Pietersburg-uitbreiding 11, Registrasieafdeling LS, Noordelike provinsie, groot 1013 (eenduisend en diertien) vierkante meter, gehou kragtens die Akte van Transport T38571/92, staan ook bekend as Kigeliastraat 57, Florapark, Pietersburg.

Terme: Die veilingkostes plus 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van verkoping en die balans tesame met rente soos in die verkoopvoorwaardes uiteengesit moet verseker word deur 'n goedgekeurde bank- of bougenootskapwaarborg binne 30 (dertig) dae vanaf datum van verkoping. Volledige besonderhede van die verkoop-voorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju te Pietersburg, en kan te enige tyd gedurende kantoorure geïnspekteer word.

Aldus gedoen en geteken te Pietersburg op hede die 24ste dag van Februarie 1997.

P. C. Calitz, vir Steyler Nel & Calitz, Pioniersentrum, Mariestraat 52, Posbus 496, Pietersburg, 0700.

Case No. 24418/96

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF SA LTD, Plaintiff, and JOHANNES HERMANUS BOSCH, First Defendant, and LYNETTE BOSCH, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at 4 Helga Moray Street, Duvhapark, Witbank, on Friday, 4 April 1997 at 08:30, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Erf 129, situated in the Township of Duvhapark, Registration Division JS, Transvaal, also known as 4 Helga Moray Street, Divhapark, measuring 1 001 (one thousand and one) square metres, held by virtue of Deed of Transfer T77549/94, subject to the conditions mentioned therein and especially subject to the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, kitchen, laundry, three bedrooms, bathroom/w.c., w.c., shower, garage and servant's room with bathroom/w.c.

Ten per cent (10%) of the purchase price and 5% (five per cent) auctioneer charges on the first R30 000 and 3% (three per cent) thereafter in cash, plus VAT, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Dated at Pretoria this 26th day of March 1997.

E. M. Eybers, for Adams & Adams, Adams & Adams Place, 1140 Prospect Street, Hatfield, Pretoria. [Tel. (012) 481-1500.] (Ref. EME/ep S1501/96.)

Case No. 9293/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KEMPTON PARK HELD AT KEMPTON PARK

ABSA BANK LTD *versus* A. PANAGI

Pursuant judgment granted in the above-mentioned Honourable Court, execution sales, without reserves, regarding the immovable property as mentioned hereunder, will be held by Messrs Property Mart Auctioneers, on the date, address and time as mentioned hereunder.

The conditions of sale will be read at the sale by the Sheriff, Kempton Park, and can be read and obtained prior to the date of sale at the said auctioneer's offices at First Floor, Pogir Bastion Ins. House, 244 Louis Botha Avenue, Orange Grove, as well as at the said Sheriff's Offices, at 8 Park Street, Kempton Park.

On 25 March 1997 at 15:00, at certain Section 26, in the scheme known as Aston Place, as well as exclusive parking area P25, in the scheme known as Aston Place, Kempton Park, commonly known as 306 Aston Place, Long Street, Kempton Park:

Signed at Kempton Park on this 7th day of February 1997.

Van Resnburg Schoon & Cronje. (Tel. 970-1203.) (Ref. Mrs. v. Heerden/P957.)

Case No. 28062/96
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), formerly known as UNITED BANK LIMITED and prior to that UNITED BUILDING SOCIETY LIMITED and previously UNITED BUILDING SOCIETY, Plaintiff, and SPRENGER, WAYNE DARRYL, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 25 March 1997 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Section 5, as shown and more fully described on Sectional Plan SS297/1990, in the scheme known as Melkbos in respect of the land and building or buildings situated in the Township of Windsor, Local Authority of Randburg and an undivided share in the common property in the land and building or buildings as shown and more fully described on the sectional plan apportioned to the said section in accordance with the participation quota of the said section, measuring 58 m^2, held by the Defendant under Deed of Transfer ST9047/95, being 106 Melkbos, corner of Princess and Edwards Streets, Windsor, Randburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining-room, bedroom, bathroom/w.c./shower and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 5th day of February 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZB0387/JHBFCLS/Mr Abdinor/Ms Nkotsoe.)

Case No. 14352/95
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and FOURIE, JOHAN MARNUS, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 25 March 1997 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Randburg, at 9 Elna Rand Hof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg:

Erf 764, Robindale Extension 2 Township, Registration Division IQ, Province of Gauteng, measuring 1 583 m², held by the Defendant under Deed of Transfer T49576/1994, being 30 Tuin Avenue, Robindale, Randburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining-room, study, family room, four bedrooms, kitchen, bathroom/toilet, double garage and servant's room.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 4th day of February 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA4384/JHBFCLS/Mr Abdinor/Ms Nkotsoe.)

Saak No. 12200/96

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

In die saak tussen NBS BANK BEPERK, Eiser, en NATHANIËL BENJAMIN BARNARDO, Eerste Verweerder, en MIRIAM JOHANNA BARNARDO, Tweede Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie, gedateer 10 Januarie 1997, word die eiendom hieronder uiteengesit in eksekusie verkoop op 27 Maart 1997 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieër:

Sekere Erf 534, Kempton Park-Wes-dorpsgebied, Registrasieafdeling IR, Gauteng, in die distrik Kempton Park, ook bekend as Fehrsenweg 68, Kempton Park-Wes, 612 m² (seshonderd-en-twaalf) vierkante meter groot.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Drie slaapkamers, badkamer, toilet, sitkamer, eetkamer, kombuis, motorhuis en teëldak.

Voorwaardes van verkoping:

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

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

Aldus gedoen en geteken te Kempton Park op hede hierdie 17de dag van Februarie 1997.

C. Krüger, vir Oosthuizen & Krüger, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. CK/sv/M482/MIB124.)

Saak No. 14218/96

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 SHARON-ANN NTHOMBIFUTHI NGWENYA, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park en 'n lasbrief vir eksekusie, gedateer 20 Januarie 1997, word die eiendom hieronder uiteengesit in eksekusie verkoop op 27 Maart 1997 om 10:00, by die Baljukantore, Parkstraat 8, Kempton Park, aan die hoogste bieër:

Sekere Erf 760, Maokeng-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Gauteng, in die distrik Kempton Park, ook bekend as Maokeng-uitbreiding 1, 760 Tembisa, 297 m² (tweehonderd sewe-en-negentig) vierkante meter groot.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Twee slaapkamers, badkamer, toilet, sitkamer, 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 hierdie 17de dag van Februarie 1997.

C. Krüger, vir Oosthuizen & Krüger, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. CK/sv/M488/MIN545.)

Saak No. 25155/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en YOUNG, DIANA CHERYL, Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak en 'n lasbrief tot uitwinning uitgereik op 31 Mei 1996, sal 'n verkoping van onroerende eiendom gehou word te die verkoopslokaal van die Balju van die Hooggeregshof, Johannesburg-Suid, te Jutastraat 69, Braamfontein, op 27 Maart 1997 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hooggeregshof te Sheffieldstraat 100, Turffontein, voor die verkoping ter insae sal lê:

Die volgende inligting aangaande die eiendom word verskaf alhoewel geen waarborg in verband daarmee gegee kan word nie.

Sekere: Erf 275, Glenanda-dorpsgebied, Registrasieafdeling IR, Gauteng, groot 1 142 vierkante meter, gehou kragtens Akte van Transport T13269/92.

Beskrywing: 'n Woonhuis geleë te Engelbrechtstraat 1, Glenanda en bestaande uit ingang, sitkamer, eetkamer, familiekamer, drie slaapkamers, twee badkamers, gaste toilet, kombuis en waskamer. Dubbelmotorhuis, bediendekamer en toilet.

Terme: Tien persent (10%) van die koopprys en afslaersgelde (5%) op die eerste R30 000 en daarna 3% (drie persent) met 'n maksimum van R7 000 en 'n minimum van R260 plus BTW in kontant op die dag van die verkoping en die balans teen registrasie van transport. Ten opsigte van die balans moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 30 (dertig) dae vanaf die datum van verkoping verskaf word.

Gedateer te Johannesburg hierdie 13de dag van Februarie 1997.

Scholtz, Honey & Vennote, Eiser se Prokureurs, Negende Verdieping, North State-gebou, hoek van Mark- en Kruisstraat, Johannesburg. (Tel. 472-1318.) (Mnr. Scholtz/vb/CU0120.) (Balju/Afslaer se Tel. 683-8261.)

Case No. 9611/96

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

In the matter between MERCANTILE BANK LTD, trading as MERCANTILE LISBON BANK, formerly known as BANK OF LISBON INTERNATIONAL LIMITED, Plaintiff, and CORNELIUS HERMANUS ZACHARIAS PRETORIUS, First Defendant, and MATHILDA PRETORIUS, Second Defendant

Pursuant to a judgment granted by the above Honourable Court on 3 October 1996 and a warrant of execution served on 29 October 1996, the undermentioned property will be sold on 11 April 1997 at 11:15, at the Sheriff's Office, at 182 Leeuwpoort Street, Boksburg, to the highest bidder:

Certain Portion 10 of Erf 1261, Vandykpark Township, Registration Division IR, measuring 676 (six hundred and seventy-six) square metres and held under Deed of Transfer T3497/96, and which property is also known as 13 Geelhout Street, Vandykpark (hereinafter referred to as the "property").

Improvements reported: (Which are not warranted to be correct and are not guaranteed): Kitchen, lounge, dining-room, three bedrooms, bathroom and toilet. *Outside buildings:* Outside toilet and carport.

Material terms:

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

2. The purchaser shall be obliged to pay a deposit of 10% (ten per cent) of the price or four hundred rand (whichever is the greater) imediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approve bank and/or building society guarantee/s payable to the Sheriff of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

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

The complete terms and conditions of the sale may be inspected at the offices of the Sheriff of the Court, Boksburg.

Dated at Germiston on this 25th day of February 1997.

J. M. Skikne, for Taitz & Skikne, c/o Lester Hirschowitz, Judgment Creditor's Attorneys, 80 Market Street, Boksburg. (Tel. 917-5267/8.) (Ref. Mrs van Gastel/TS219.)

Case No. 5306/96

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

In the matter between KRUGERSDORP TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and ELIAS NDABA, First Execution Debtor, and TINY NDABA, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 7 October 1996, the following property will be sold in execution on Wednesday, 2 April 1997 at 10:00, at the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Street, Krugersdorp, to the highest bidder:

Erf 141, Lewisham Township, Registration Division IQ, Province of Gauteng, measuring 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T36476/1995, known as 39 Harvey Street, Lewisham, upon which there is said to be erected a detached single storey-dwelling house under zinc roof and consisting of three bedrooms, dining-room and family room, lounge, bathroom and kitchen. The outbuildings consists of servant's room and toilet.

No guarantee is however given in regard to the foregoing description.

Terms: R5 000 (five thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 (twenty-one) days, after date of sale the purchaser to pay transfer costs, rates, etc. The property will be sold voetstoots subject to any tenancy or right of occupation.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Phillips & Osmond, Execution Creditor's Attorneys, Second Floor, Trust Bank Centre, Burger Street, Krugersdorp. (R. Jacobs/K4306.)

Case No. 5121/96

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

In the matter between KRUGERSDORP TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and VEDAN INVESTMENTS (PTY) LTD, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 9 October 1996, the following property will be sold in execution on Wednesday, 2 April 1997 at 10:00 at the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, to the highest bidder, viz.:

Erf 33, Chamdor Township, Registration Division IQ, Province of Gauteng, measuring 7 390 (seven thousand three hundred and ninety) square metres held by Deed of Transfer T26341/1976, known as 13 Fransen Street, Chamdor, upon which there is said to be erected a detached single-storey flat under zinc roof and consisting of bedroom, lounge, family room, study, bathroom and kitchen. The outbuildings consists of factories, partly stone and steel under zinc roofs.

No guarantee is however given in regard to the foregoing description.

Terms: R5 000 (five thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society 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. R. Jacobs/K2670.)

GEREGTELIKE EKSEKUSIEVERKOPING VAN ONROERENDE EIENDOM

KEMPTON PARK LANDDROSHOF

Kragtens vonnisse toegestaan in bogemelde Hof, sal geregtelike eksekusieverkopings ten opsigte van die onroerende eiendomme soos hieronder beskryf word, sonder reserwe, plaasvind op die datum, adres en tyd soos hieronder vermeld.

Geregtelike verkoping sal deur mnre. Michael James Afslaers gehou word en die verkoopvoorwaardes sal tydens die verkoping uitgelees word deur die Balju, Kempton Park, welke voorwaardes voor dag van die verkoping by die gemelde afslaer se kantore te Pretoriahoofweg 708, Wynberg, sowel as by die Balju, Kempton Park se kantore te Parkstraat 8, Kempton Park, beskikbaar wees.

(1) **Saak No. 13927/96.**

ABSA BANK BPK. *versus* J. P. WAGENER.

Op 26 Maart 1997 om 15:00.

Sekere Erf 25, Kempton Park-uitbreiding-dorpsgebied, beter bekend as Noordrandweg 51, Kempton Park-uitbreiding.

(2) **Saak No. 13922/96.**

ABSA BANK BPK. *versus* B. J. SWANEPOEL.

Op 26 Maart 1997 om 14:00.

Sekere Gedeelte 25 in die skema bekend as The Kemptonian, Kempton Park-dorpsgebied, geleë te (Gedeelte 57) ('n gedeelte van Gedeelte 45) van die plaas Zuurfontein 33, sowel as eksklusiewe parkeerarea P25 in die skema bekend as The Kemptonian, beter bekend as The Kemptonian 25, Casuarinastraat, Kempton Park.

Gedateer te Kempton Park op hierdie 22ste dag van Februarie 1997.

Van Rensburg Schoon & Cronje. (Tel. 970-1203.) (Verw. mev. V. Heerden/W643 & S2318.)

GEREGTELIKE EKSEKUSIEVERKOPING VAN ONROERENDE EIENDOM

KEMPTON PARK LANDDROSHOF

Kragtens vonnisse toegestaan in bogemelde Hof sal 'n geregtelike eksekusieverkoping ten opsigte van die onroerende eiendomme soos hieronder beskryf word, sonder reserwe, plaasvind op die datum, adres en tyd soos hieronder vermeld word.

Geregtelike verkoping sal deur mnre. Property Mart Afslaers gehou word en die verkoopvoorwaardes sal tydens die verkoping uitgelees word deur die Balju, Kempton Park, welke voorwaardes voor die dag van verkoping by die gemelde afslaer se kantore te Eerste Verdieping, Pogir Bastion Ins. House, Louis Bothalaan 244, Orange Grove, sowel as by die Balju Kempton Park se kantore te Parkstraat 8, Kempton Park, beskikbaar sal wees.

Saak No. 5/97.

ABSA BANK BPK. *versus* R. BEER.

Op 26 Maart 1997 om 12:00.

Sekere Gedeelte 8 in die skema bekend as Sunray Park, Birch Acres-uitbreiding 3-dorpsgebied, geleë te Erf 1098, Birch Acres-uitbreiding 3, beter bekend as Sunray Park 8, Kapokvoëlstraat, Birch Acres-uitbreiding 3, Kempton Park.

Gedateer te Kempton Park op hierdie 22ste dag van Februarie 1997.

Van Rensburg Schoon & Cronje. (Tel. 970-1203.) (Verw. mev. V. Heerden/B1931.)

GEREGTELIKE EKSEKUSIEVERKOPING VAN ONROERENDE EIENDOM

(LANDDROSHOF KEMPTON PARK)

Kragtens vonnis toegestaan in bogemelde Agbare Hof sal geregtelike eksekusieverkoping deur die Balju, Kempton Park, ten opsigte van die onroerende eiendomme, soos hieronder vermeld, sonder reserwe plaasvind op 27 Maart 1997 om 10:00, te Parkstraat 8, Kempton Park.

'n Geregtelike verkoping sal deur die gemelde Balju gehou word en die verkoopvoorwaardes sal tydens die verkoping uitgelees word deur die Balju, Kempton Park, welke voorwaardes voor die dag van die verkoping by die gemelde Balju se kantore te Parkstraat 8, Kempton Park, beskikbaar sal wees:

(1) Saak No.: 8469/95.

SAAMBOU BANK BPK *versus* K. L. WRIGHT.

Sekere Erf 915, Kempton Park-uitbreiding 2-dorpsgebied, geleë te Ventersstraat 80, Kempton Park-uitbreiding 2.

(2) Saak No.: 3035/96.

SAAMBOU BANK BPK. *versus* S. NAUDE EN V. E. SMITH.

Sekere Erf 1003, Birchleigh-Noord-uitbreiding 1-dorpsgebied, geleë te Pongolarivierrylaan 433, Birchleigh-Noord-uitbreiding 1, Kempton Park.

(3) Saak No.: 14267/96.

SAAMBOU BANK BPK. *versus* K. W. MARAIS.

Sekere Eenheid 50, in die skema bekend as Suntide, beter bekend as Suntide Club 50, geleë te Erf 1003, Norkem Park-uitbreiding 1, Kempton Park.

(4) Saak No.: 13204/96.

SAAMBOU BANK BPK. *versus* I. J. BOTHA.

Sekere Erf 628, Kempton Park-Wes-dorpsgebied, geleë te Fisantstraat 35, Kempton Park-Wes.

Geteken te Kempton Park op 12 Februarie 1997.

Van Rensburg Schoon & Cronje. (Tel. 970-1203.) (Verw. mev. Le Roux/S1502, S1748, S1336, S2302.)

SALE IN EXECUTION

(KEMPTON PARK AND GERMISTON MAGISTRATE'S COURTS)

Pursuant judgment granted in the above-mentioned Honourable Court, execution sales, without reserves, regarding the immovable property as mentioned hereunder, will be held by Messrs. Michael James Auctioneers, on the date, address and time as mentioned hereunder.

The conditions of sale will be read at the sale by the Sheriff, Kempton Park, and can be read and obtained prior to the date of sale at the said auctioneer's offices at 708 Pretoria Main Road, Wynberg, as well as to the said Sheriff's Offices at 8 Park Street, Kempton Park.

(1) Case No.: 7432/96

ABSA BANK LTD *versus* J. S. and V. E. SMIT.

On 25 March 1997 at 11:00, certain Erf 828, Croydon Extension 1, better known as 5 Graniet Street, Croydon Extension 1, Kempton Park.

(2) Case No.: 6706/94.

ABSA BANK LTD *versus* G. SMOCZYNSKI and W. K. DELEKTA.

On 25 March 1997 at 10:00, certain Erf 1071, Birch Acres Extension 3, better known as 59 Krombek Street, Birch Acres Extension 3, Kempton Park.

Signed at Kempton Park on this 7th day of February 1997.

Van Rensburg Schoon & Cronje. (Tel. 970-1203.) (Ref. Mrs Van Heerden/S2329 and S2330.)

Case No. 277/97

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

In the matter between NBS BANK LIMITED, Plaintiff, and KING SOLOMON NGWENYA, First Defendant, and BERTHA NGWENYA, Second Defendant

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

Property: Erf 11800, Kagiso Extension 6, measuring 640 m², situated at 11800 Kagiso Extension 6, Hospital View, Kagiso, Krugersdorp.

Improvements (not guaranteed): Lounge, kitchen, three bedrooms, bathroom and toilet, will be sold in execution on 26 March 1997 at 10:00, by the Sheriff at his offices, Klaburn Court, 22B Ockerse Street, Krugersdorp.

Conditions: Sale is voetstoots, 10% (ten per centum) deposit and Sheriff's commission payable on date of sale, guarantees for balance plus interest within 14 days thereafter.

Van Rensburgs, First Floor, NBS Building, Monument Street, Krugersdorp. (Tel. 763-3856.) (Ref. C. van Molendorff/N159.)

Case No. 4658/96

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

In the matter between KRUGERSDORP TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and NCHIBA MORGAN MOTAU, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Krugersdorp and writ of execution dated 2 October 1996, the following property will be sold in execution on Wednesday, 2 April 1997 at 10:00, at the Sheriff's Office, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, to the highest bidder, viz:

Erf 1920, Krugersdorp Western Extension Township, Registration Division IQ, Province of Gauteng, measuring 562 (five hundred and sixty-two) square metres, held by Deed of Transfer T60/1994, known as 117 Ockerse Street, Krugersdorp, upon which there is said to be erected a detached single storey dwelling-house under tile roof and consisting of three bedrooms, lounge, dining-room, bathroom and kitchen.

The outbuildings consists of garage, servant's room and toilet.

No guarantee is however given in regard to the foregoing description.

Terms: R5 000 (five thousand rand) cash at the time of the sale and the balance against registration of transfer to be secured by an approved banker's or building society's guarantee to be delivered within 21 (twenty-one) days, after date of sale the purchaser to pay transfer costs, rates etc. The property will be sold voetstoots subject to any tenancy or right of occupation.

The full conditions of sale (which must be signed after the sale) may be inspected during office hours at the office of the Sheriff for Krugersdorp, Ground Floor, Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp.

Phillips & Osmond, Execution Creditor's Attorneys, Second Floor, Trust Bank Centre, Burger Street, Krugersdorp. (Ref. R. Jacobs/K3906.)

Case No. 4014/92

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

In the matter between BANKORP LIMITED, trading as TRUSTBANK, Execution Creditor, and PETRUS ARNOLDUS MYNHARDT, Execution Debtor

In pursuance of a judgment in th above Honourable Court and a warrant of execution dated 10 August 1992, the following property will be sold in execution by Property Mart, on Tuesday, 25 March 1997 at 10:00, and from the premises, namely:

Erf 368, Brackenhurst Township, Registration Division IR, Province of Gauteng, measuring 2 690 (two thousand six hundred and ninety) square metres, held under Deed of Transfer T8842/1985, and also known as 3 A G Visser Street, Brackenhurst, Alberton.

Material conditions of sale:

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

2. The following improvements on the property are reported, but nothing is guaranteed: *Main building:* Dwelling with tile roof consisting of entrance hall, lounge, dining-room, family room, study, kitchen, laundry, four bedrooms, bathroom with w.c., two bathrooms with w.c. and shower. *Outbuildings:* Servant's room, w.c., shower and three garages. *Sundries:* Braai area, swimming-pool, paving and garden walls.

3. 10% (ten per centum) of the purchase price and auctioneer's charges in cash or by way of bank-guaranteed cheque on the day of the sale, and the balance plus interest at 20% (twenty per centum) per annum payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Sheriff, within 21 days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Alberton at Johria Court, 4 Du Plessis Road, Florentia, Alberton. [Tel. (011) 869-7138.]

Dated at Germiston on this 19th day of February 1997.

M. P. Kotzé, for STM Attorneys, Execution Creditor's Attorneys, Fourth Floor, Trust Bank Building, corner of Victoria and Odendaal Streets (P.O. Box 593), Germiston, 1400. (Ref. 3908/E. Schoeman.)

Case No. 19456/96
PH 507

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between STANDARD BANK OF SA LTD, Plaintiff, and MSIBI, MPHIKWA ABSALOM, First Defendant, and MSIBI, FIKILE BELINDA, Second Defendant

In pursuance of a judgment of the Supreme Court of South Africa, division of the Witwatersrand Local Division, dated 18 September 1996 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on 25 March 1997 at 10:00, at First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, to the highest bidder. The conditions of sale will be read out by the auctioneer at the time of the sale and same can be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 1309, Roodekop Township, Registration Division IR, Province of Gauteng, area 805 (eight hundred and five) square metres, situated at 13 Heather Avenue, Roodekop, Alberton.

Improvements (not guaranteed): Three bedrooms, kitchen, living room, bathroom, garage and servant's quarters.

Zone: Residential.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.

3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.

4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder/s (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.

5. Transfer shall be effected by the attorneys for the Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes or other charges necessary to effect transfer on request by the said attorneys.

6. The full conditions of sale may be inspected at the office of the Acting Sheriff, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton.

Dated at Alberton on this 30th day of January 1997.

H. James, for Blakes & Maphanga, Alberton, Plaintiff's Attorneys, Second Floor, Stats Building, 2 Fore Street, New Redruth (P.O. Box 2236), Docex 8, Alberton. C/o Blakes & Maphanga, Johannesburg, 14 Plein Street, Johannesburg. (Tel. 907-1522.) (Fax. 907-2081.) (Ref. Mr N. Parker/MB/AS003/48.)

Case No. 28104/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS BANK LIMITED, Plaintiff, and MARTIN, SIMONE, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Randburg, Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 25 March 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 of the Supreme Court, prior to the sale:

Certain Erf 160, Jukskeipark Township, Registration Division IQ, Province of Gauteng, area 1 983 square metres, situated at 3 Kornalyn Street, Jukskeipark, Randburg.

Improvements (not guaranteed): Splitlevel brick dwelling under tiles, consisting of lounge, dining-room, study, family room, kitchen, three bedrooms, three bathrooms, shower, three toilets and floor coverings fitted carpets/Novilon. *Outbuildings:* Garage, carport, staff quarters with toilet, covered brick patio, swimming-pool, brick paving, braai area, courtyard and walled boundary.

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

Dated at Johannesburg on this 4th day of February 1997.

P. Le Mottée, for Dykes, Daly & Le Mottée, Plaintiff's Attorneys, c/o Dykes, Daly Johannesburg Inc., Eighth Floor, 66 Smal Street, Johannesburg. (Tel. 781-0810.) (Ref. Mr P. le Mottée/ij/N0055.)

Case No. 6179/96
PH 410

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and SOPHUMELELA CC, First Defendant, the estate of the late JOSEPH LESIBANE MASENYA, Second Defendant, EDMUND EBENEZER TSHABALALA, Third Defendant, DAVID MOKABATI MADE, Fourth Defendant, JOEL MASHALI SAMBO, Fifth Defendant, JOAS TSELISO SEKESE, Sixth Defendant, and BETHUEL MAROKE BODIBE, Seventh Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, at Ground Floor, 69 Juta Street, Braamfontein, on Thursday, 20 March 1997 at 10:00, of the undermentioned immovable property of the First Defendant on the conditions which will lie for inspection at the Sheriff's Offices, Soweto West, Second Floor, 32 Von Brandis Street, Johannesburg, and read out prior to the sale:

Erf 883, Moroka Township, Registration Division IQ, Province of Gauteng, measuring 998 (nine hundred and ninety-eight) square metres, held by Deed of Transfer TL610/1992, situated at 883 Moroka, P.O. Moroka, Soweto.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling three bedrooms, lounge, kitchen, bathroom and toilet. The property is zoned Residential.

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

Auctioneers charges, payable on the date of sale, to be calculated at 5% (five per cent) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 5th day of February 1997.

Sheriff of the Supreme Court, Soweto West, Second Floor, 32 Von Brandis Street, Johannesburg. (Tel. 331-3671/7.)

Karolia & Surtees, Plaintiff's Attorneys, Second Floor, 63 Avenue Road, Fordsburg; P.O. Box 1759, Johannesburg, 2000. (Tel. 838-2395/6/7/8.) (Ref. Mr Karolia/7300-1068.)

Case No. 11752/96

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and 7 ROODEKRANS CC, Defendant

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

Property Erf 1124, Wilro Park Extension 1, measuring 996 m², situated at 12 Boerneef Street, Wilro Park Extension 1, Roodepoort.

Improvements (not guaranteed): Entrance hall, lounge, dining-room, family room, study, four bedrooms, dressing-room, three bathrooms, working room, kitchen, pantry, scullery, four garages, servant's room, two cellars and concrete fencing, will be sold in execution on 24 March 1997 at 14:00, by Libra Auctioneers, at the premises at 12 Boerneef Street, Wilropark Extension 1, Roodepoort.

Conditions: Sale is voetstoots, 20% (twenty per cent) deposit and Sheriff's commission payable on date of sale, guarantees for balance plus interest within 14 days thereafter.

Van Rensburgs, First Floor, NBS Building, Monument Street, Krugersdorp. (Tel. 763-3856.) (Ref. C. van Molendorff/S91.)

Case No. 10515/96

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

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and FERDINANDUS RYKAART, Defendant

Pursuant to judgment and a writ of execution the property, will be sold in execution on 24 March 1997 at 10:00, by Libra Auctioneers at the premises at 88 Totius Street, Roodekrans, Roodepoort, namely:

Property: Portion 147 (portion of Portion 91) of the farm Roodekrans 183, measuring 1,0021 hectares, situated at 88 Totius Street, Roodekrans, Roodepoort.

Improvements (not guaranteed): Lounge, dining-room, three bedrooms, two bathrooms, laundry, kitchen, scullery, two garages, servant's room with bathroom, shower, store-room and brick fencing.

Conditions: Sale is voetstoots, 20% (twenty per cent) deposit and Sheriff's commission payable on date of sale, guarantees for balance plus interest within 14 days thereafter.

Van Rensburgs, First Floor, NBS Building, Monument Street, Krugersdorp. (Tel. 763-3856.) (Ref. C. van Molendorff/S91.)

Case No. 4435/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and VIMAL SUKDEW PRAGDIN, Defendant

Pursuant to judgment and a writ of execution the property, will be sold in execution on 26 March 1997 at 10:00, by the Sheriff at his offices, Klaburn Court, 22B Ockerse Street, Krugersdorp, namely:

Property: Erf 78, Rant en Dal, measuring 720 m², situated at 83 Gemsbok Street, Rant en Dal, Krugersdorp.

Improvements (not guaranteed): Lounge, dining-room, kitchen, three bedrooms, two bathrooms, two toilets, garage and outside toilet.

Conditions: Sale is voetstoots, 10% (ten per cent) deposit and Sheriff's commission payable on date of sale, guarantees for balance plus interest within 14 days thereafter.

Van Rensburgs, First Floor, NBS Building, Monument Street, Krugersdorp. (Tel. 763-3856.) (Ref. C. van Molendorff/N477.)

Case No. 11068/94
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and MDLALOSE, EZROM THEMBINKOSI, 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 Ground Floor, 69 Juta Street, Braamfontein, on Thursday, 27 March 1997 at 10:00, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Section 120, as shown and more fully described on Sectional Plan SS39/1981, in the scheme known as Southdale Mews in respect of the land and building or buildings situated at Booysens Township, in the local authority of the Greater Johannesburg Transitional Metropolitan Council and an undivided share in the common property in the land and building or buildings as shown and more fully described on the Sectional Plan, apportioned to the said section in accordance with the participation quota of the said section, measuring 87 m², held by the Defendant under Deed of Transfer ST41920/92, being 340 Southdale Mews, 34 Melville Street, Southdale, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, two bedrooms, bathroom and toilet, separate toilet, kitchen and balcony.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 31st day of January 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z90967/JHBFCLS/ Mr Abdinor/Ms Nkotsoe.)

Case No. 27717/96
PH 267

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between SYFRETS BANK LIMITED, Plaintiff, and TERRA IMPORTS EXPORTS (PROPRIETARY) LIMITED, First Defendant, and TERRA SUPPORT SYSTEMS (PROPRIETARY) LIMITED, Second Defendant, and MURPHY, PATRICK RAYMOND, Third Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Divison) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Supreme Court at Fourth Floor, Standard Bank Chambers, President Street, Germiston, on Thursday, 27 March 1997 at 10:00, of the undermentioned immovable property of the First Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Germiston, at Fourth Floor, Standard Bank Chambers, President Street, Germiston.

Erf 2242, Primrose Extension 1 Township, Registration Division IR, Province of Gauteng, measuring 832m² (eight hundred and thirty-two) square metres, held by the First Defendant under Deed of Transfer T23280/1983, being 19 Main Reef Road, Primrose Extension 1, Germiston.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of ground floor workshop and two upper levels of offices with an additional internal ablution and laboratory/workshop block in the workshop area.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand), minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 17th day of February 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. i93980/Mr. Nesbit/ca.)

Case No. 19865/96
PH DX

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and WAGENAAR GAVIN, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without a reserve will be held at the office of the Sheriff of the Supreme Court, Johannesburg South, 69 Juta Street, Braamfontein, on Thursday, 27 March 1997 at 10:00, of the undermentioned property of the Defendant on conditions at the time of sale and which may be inspected at the office of the Sheriff of the Supreme Court prior to the sale.

A unit consisting of Section 3, and its undivided share in the common property in the Dumela sectional title scheme, as shown and more fully described on Sectional Plan SS101/1983, situated at Rosettenville Township, area 73 (seventy-three) square metres, situated Unit 3, Dumela Court, 173 Albert Street, corner of Rose and Alberts Streets, Rosettenville.

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

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

Dated at Johannesburg on this 19th day of Febraury 1997.

Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street (P.O. Box 62690), Marshalltown, 2107. (Tel. 492-1610.) (Fax. 838-1556.) (Ref. Mr R. L. Mogotsi/mb/N-316.)

Saak No. 99298/96

IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

In die saak tussen MERCANTILE BANK BEPERK, Vonnisskuldeiser, en PETER KOKO, Eerste Vonnisskuldenaar, en CRISELDA KOKO, Tweede Vonnisskuldenaar

Hiermee word kennis gegee dat ingevolge 'n uitspraak van die Landdroshof in bogenoemde saak op 25 Oktober 1996, en in tenuitvoerlegging van 'n lasbrief vir uitwinning sal die Balju van Vereeniging, op Woensdag, 2 April 1997 om 10:00, en te kantore van die Balju, Vereeniging, Beaconsfieldlaan 41A, Vereenging, geregtelik verkoop, sonder 'n reserweprys:

Sekere Gedeelte 17 van Erf 6150, Ennerdale-uitbreiding 8 dorpsgebied, Registrasieafdeling IQ, provinsie van Gauteng, groot 324 (driehonderd vier-en-twintig) vierkante meter, gehou kragtens Transportakte TL57727/1995.

Die eiendom is geleë te Gedeelte 17, Erf 6150, Ennerdale-uitbreiding 8 dorpsgebied, en is 'n woonplek bestaande uit: Twee slaapkamers, sitkamer, kombuis, toilet, teëldak woning en geen omheining.

1. Die koper moet op die dag van verkoping die volgende bedrae in kontant of per bankgewaarborg tjek betaal:

1.1 'n Deposito van 10% (tien persent) van die koopprys;

1.2 afslaergelde ten bedrae van 5% (vyf persent) van die opbrengs van die verkoping met 'n minimum bedrag afslaersgelde van R50 (vyftig rand).

2. Die koper met die volgende bedrae op aanvraag van die prokureur van die vonnisskuldeiser voor transport van die eiendom betaal:

2.1 Alle agterstallige heffings, belastings, hereregte, transportkoste en ander uitgawes wat nodig is om transport te laat geskied;

2.2 rente op die bedrag van die toekenning in die distribusieplan aan die eksekusieskuldeiser vanaf datum van verkoping tot datum van oordrag van eiendom;

2.3 die balans van die koopprys teen transport betaalbaar verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 21 (een-en-twintig) dae na datum van verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat nagegaan kan word by die kantore van die Balju, Vereeniging, voor en ten tye van die verkoping, te Beaconsfield 41A, Vereeniging, of by die perseel van die prokureurs, M. T. de Bruin Prokureurs, Greenwaystraat 12, Greenside, Johannesburg.

Geteken te Johannesburg op hierdie die 24ste dag van Februarie 1997.

M. T. de Bruin, vir M. T. de Bruin Prokureurs, Greenwaystraat 12, Greenside, Johannesburg (Posbus 85527), Emmarentia, 2029. (Tel. 646-8302/646-8399.) (Ref. M. de Bruin/EdT/M705.97.)

Case No. 27298/96

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and MOATLHUDI, SUSAN, Defendant

A sale without reserve will be held at the Office of the Sheriff of the High Court, Randburg, 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 1 April 1997 at 10:00, of the undermentioned immovable property of the Defendant, on the conditions, which may be inspected at the Office of the Sheriff of the High Court, Randburg:

Portion 59 of Erf 736, Bromhof Extension 37 Township, Registration Division IQ, Province of Gauteng, measuring 209 square metres, held by virtue of Deed of Transfer T60709/95, situated at 59 Cabernet, Dunlin Crescent, Bromhof Extension 37 and consists of lounge, dining-room, kitchen, three bedrooms, two bathrooms/w.c. and carport.

Improvements described hereunder are not guaranteed.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on this 27th day of February 1997.

K. J. Braadvedt, for Smith, Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. L. Brickhill/U1195.)

Case 13984/96
PH 222

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and HATTINGH, LEON HERCULES JOHANNES, First Defendant, and HATTINGH, SANDRA, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff of the Supreme Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on Tuesday, 25 March 1997 at 10:00, of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of sale:

Description: Erf 3158, Brackenhurst Extension 2 Township, Registration Division IR, Transvaal, measuring 1 635 (one thousand six hundred and thirty-five) square metres, held under Deed of Transfer T32605/1993 and situated at 14 Rietbok Street, Brackenhurst Extension 2 zoned Residential (hereinafter referred to as the property).

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: A single storey residential building of brick walls and tiled roof. Consisting of a lounge, family room, dining-room, study, kitchen, patio, three bedrooms, two bathrooms, shower and two w.c.'s. Outbuildings consist of a double garage and w.c. The boundary has concrete walls.

Terms:

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

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

(c) A deposit of 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 22,25% (twenty two comma twenty-five) per cent per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton.

Dated at Johannesburg on this 19th day of February 1997.

Moodie & Robertson, Attorneys for Plaintiff, Ninth Floor, Total House, 209 Smit Street, Braamfontein; P.O. Box 4685, Johannesburg, 2000. (Tel. 807-6046/7.) (Ref. Mr Johnson/N94293.)

Case 17000/95
PH 222

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

In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and MALOBOLA, MBUYISEL: SHADRACK, First Defendant, and KUTOANE, NOMBULELO LUCY, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff of the Supreme Court, Vereeniging, c/o De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 27 March 1997 at 10:00, of the undermentioned property of the Defendants on the conditions of sale to be read out by the Sheriff at the time of the sale:

Description: Erf 5734, Ennerdale Extension 8 Township, Registration Division IQ, Province of Gauteng, measuring 325 (three hundred and twenty-five) square metres, held under Deed of transfer T56474/93 and situated at 5734 Titanium Crescent, Ennerdale Extension 8. Zoned Residential (hereinafter referred to as the property.)

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

Terms:

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

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

(c) A deposit of 10% (ten per cent) of the purchase price is to be paid in cash on the day of the sale, the balance of the purchase price bid, together with interest thereon at the rate of 22% (twenty two) per cent per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Conditions: The conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, Vereeniging, Overvaal, 28 Kruger Avenue, Vereeniging. (Ref. Mr N. C. H. Bouwman.) [Tel. (016) 421-3400.]

Dated at Johannesburg on this 20th day of February 1997.

Moodie & Robertson, Attorneys for Plaintiff, Ninth Floor, Total House, 209 Smit Street, Braamfontein; P.O. Box 4685, Johannesburg, 2000. (Tel. 807-6046/7.) (Ref. Mr Johnson/N94911.)

Case No. 7939/96

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

In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, Plaintiff, and ERROL CHARLES REIMERS, Defendant

On 11 April 1997 at 10:00, a public auction will be held at the Magistrate's Offices, Vanderbijlpark, at which the Deputy of the Magistrate's Court will pursuant to the judgment of the Court in this auction and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

Certain Erf 39, Vanderbijlpark Central East 1 Township, Registration Division IR, Province of Gauteng, situated at 37 Carpenter Street, CE1, Vanderbijlpark, measuring 557 (five hundred and fifty-seven) square metres.

Improvements (these improvements are not warranted to be correct and are not guaranteed): A iron roof facebrick dwelling consisting of lounge, dining-room, three bedrooms, kitchen and one and a half bathroom. *Outbuildings:* Single garage and pre-cast fencing.

The material conditions of sale are:

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

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

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

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

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

Dated at Alberton this 24th day of February 1997.

B. L. du Plessis, for Bernard L. du Plessis, c/o Messrs Bekker & Viktor, Unit 1, Rietbok Building, Stephel le Roux Square, Vanderbijlpark, 1900 (P.O. Box 946), Vanderbijlpark, 1900. [Tel. (011) 907-1216.] (Ref. Mr du Plessis/SB/21572.)

Case No. 118293/96

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

In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, Plaintiff, and Mr JOAQUIM DE ARROS ALMEIDA, First Defendant, and Mrs MARIA APARECIBA ALMEIDA, Second Defendant

On 18 April 1997 at 10:00, a public auction will be held at the Magistrate's Court Steps, Johannesburg, at which the Deputy of the Magistrate's Court will pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendant's right, title and interest in respect of certain Erf 403, Malvern Township, Registration Division JR, Province of Gauteng, situated at 23 and 23A 26th Streets, Malvern, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

Improvements (these improvements are not warranted to be correct and are not guaranteed): A dwelling consisting of lounge, entrance hall, kitchen, pantry, scullery, two bedrooms and bathroom. *Outbuildings:* Garage, servants' quarters and toilet.

The material conditions of sale are:

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

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

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

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

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

Dated at Alberton this 24th day of February 1997.

B. L. du Plessis, for Bernard L. du Plessis, 100 Marwik Centre, 17 Fore Street, New Redruth, Alberton, 1450. (Ref. Mr Du Plessis/SB/21642.)

Case No. 23173/96
PH 782

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED (Permanent Bank Division), Plaintiff, and NGUNA, PATRICK, First Defendant, and NGUNA, VUYOKAZI BEAUTY, 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 Ground Floor, 69 Juta Street, Braamfontein, on 27 March 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 of the Supreme Court, prior to the sale:

Certain Unit 49 and Garage 29, La Plagne, Yeoville Township, Greater Johannesburg Transitional Metropolitan Council, area 63 (sixty-three) square metres, situated at 410 La Plagne, 12 Hopkins Street, Yeoville Township, Greater Johannesburg Transitional Metropolitan Council.

Improvements (not guaranteed): A dwelling.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 of the proceeds of the sale and 3% (three per cent) on the balance thereof, subject to a maximum commission of R7 000 and a minimum of R260 (inclusive in all instances of the Sheriff's bank charges and other expenses incurred in paying the proceeds into his or her trust account), which commission shall be paid by the purchaser.

Dated at Johannesburg on this 20th day of February 1997.

Kunene Incorporated, Plaintiff's Attorneys, Fourth Floor, Surrey House, 35 Rissik Street (P.O. Box 61036), Marshalltown, 2107. (Tel. 836-4751.) (Fax. 836-4792.) (Ref. Mr Ngcobo/wn/Perm-N5.)

Case No. 27738/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and FISHER, MARCELLE FIONA, First Defendant and COHEN, HILARY MERLE, Second Defendant

A sale without reserve will be held at 69 Juta Street, Braamfontein, on Thursday, 27 March 1997 at 10:00, of the undermentioned property, on conditions which may be inspected at the offices of the Sheriff, Johannesburg East, prior to the sale:

A unit consisting of:

(a) Section 13, as shown and more fully described on Sectional Plan SS91/1981, in the building or buildings known as Villa Savoy, situated at Savoy Estate Township, Local Authority Johannesburg City Council, of which section the floor area, according to the said sectional plan is 101 (one hundred and one) square metres in extent; and

(b) an undivided share in the comon 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 ST91/1981 (13) (Unit), measuring floor area 101 square metres, situated at 13 Villa Savoy, Savoy Estate and consists of entrance hall, lounge, dining-room, two bedrooms, bathroom/w.c., separate w.c. and kitchen.

Improvements described hereunder are not guaranteed.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on 14 February 1997.

Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. L. Brickhill/A.3030.)

Case No. 13416/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED, Plaintiff, and TAU, RAMASIMONG ALFRED, First Defendant, and TAU, MATSHIDISO ALINA, Second Defendant

A sale without reserve will be held at the office of the Sheriff of the Supreme Court, Randburg, 9 Elna Randhof, corner of Selkirk Avenue and Blairgowrie Drive, Randburg, on Tuesday, 1 April 1997 at 10:00, of the undermentioned immovable property of the Defendants, on the conditions which may be inspected at the office of the Sheriff of the Supreme Court, Randburg:

Erf 3582, Randpark Ridge Extension 49 Township, Registration Division IQ, Province of Gauteng, measuring 950 square metres, held by virtue of Deed of Transfer T53855/1993, and situated at 29 Swart Road, Randpark Ridge Extension 49, Randburg, and consists of entrance hall, lounge, pantry, three bedrooms, bathroom/w.c., kitchen and carport.

Improvements described hereunder are not guaranteed.

Terms: 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on 17 February 1997.

K. J. Braatvedt, for Smith Jacobs & Braatvedt, Plaintiff's Attorneys, First Floor, Cradock Heights, 21 Cradock Avenue, Rosebank, Johannesburg. (Tel. 883-2740.) (Ref. L. Brickhill/U.915.)

Case No. 2548/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ERIC TERRENCE PATON, First Defendant, and MARIA ALBERTINA ESTHER PATON, Second Defendant

On 17 April 1997 at 10:00, a public auction will be held at 51 Loch Street, Meyerton, at which the Deputy of the Magistrate's Court will, pursuant to the judgment of the Court in this action and warrant of execution issued in terms thereof and attachment in execution made thereunder sell:

The Defendants certain Portion 13 of Erf 103, Kliprivier Township, Registration Division IR, Province of Gauteng, situated at 197 Verwoerd Street, Meyerton, measuring 1 047 (one thousand and forty-seven) square metres.

Improvements (these improvements are not warranted to be correct and are not guaranteed): A tiled-roof dwelling consisting of lounge, three bedrooms, dining-room and kitchen, one and a half bathrooms and toilet. *Outbuildings:* Single garage and precast walls and fence.

The material conditions of sale are:

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

2. The price shall bear interest at the current rate from time to time in terms of the mortgage bond over the property held by the Plaintiff which was 19,00% (nineteen per cent) per annum at the time of the preparation of these conditions from date of sale to date of payment.

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

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

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

Dated at Alberton this 24th day of February 1997.

B. L. du Plessis, for Bernard L. du Plessis, c/o Mr Stan Stander Attorneys, Protea Building, 18 Loch Street, Meyerton. [Tel. (011) 907-1216.] (Ref. Mr du Plessis/SB/21734.)

Case No. 21617/96
PH 782

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED (PEOPLES BANK DIVISION), Plaintiff, and MBOKAZI, TEMBA LAWRENCE, First Defendant, and MBOKAZI, MOGOLWANE JOSEPHINE, 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 Ground Floor, 69 Juta Street, Braamfontein, on 3 April 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 of the Supreme Court, prior to the sale:

Certain Erf 5995, Emdeni Extension 1 Township, Registration Division IQ, Transvaal, area 224 (two hundred and twenty-four) square metres.

Situation: 3653 (2398 A) Endeni Extension 1 Township, Registration Division IQ, Transvaal.

Improvements (not guaranteed): A dwelling.

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

Dated at Johannesburg on February 1997.

Kunene Incorporated, Plaintiff's Attorneys, Fourth Floor, Surrey House, 35 Rissik Street, Marshalltown, 2107. (Tel. 836-4751.) (Fax 836-4792.) (Ref. Mr Ngcobo/wn/PERM-M58.)

Case No. 1628/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SEKGOSHI NTHLOGWANA MAPONYA, First Defendant, and MORONGWA MADELINE MAPONYA, Second Defendant

A sale in execution of the undermentioned property is to be held at the entrance of the Magistrate's Court Soshanguve, on Thursday, 27 March 1997 at 11:00:

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 082 252 1506.

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

Property: Erf 3029, Block L, Soshanguve, Registration Division JR, Gauteng, measuring 655 square metres, also known as 3029 Block L, Soshanguve.

Improvements: Dwelling: Four bedrooms, two bathrooms, kitchen, lounge, dining-room, two garages and servant's quarter with toilet.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Ln/E562.)

Case No. 61062/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and CECIL ALBERT MARAIS, First Defendant, and MAUNINE MARAIS, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 3 September 1996 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court, on 15 April 1997 at 10:00, at NG Sinodal Centre, 234 Visagie Street, Pretoria, to the highest bidder:

Certain Erf 39, situated in the Township of Môregloed, Registration Division JR, Transvaal, measuring 952 square metres, situated at 131 Cotonea Avenue, Môregloed, 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, kitchen, scullery, three bedrooms, bathroom and toilet. *Outbuildings:* Three garages, servant's room, store, toilet and shower. *Other:* Walls, paving and bore hole.

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 27th day of February 1997.

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/N2179.)

Case No. 24160/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and ELIZE BLANCH TILL, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 22 October 1996 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court, on 15 April 1997 at 10:00, at NG Sinodal Centre, 234 Visagie Street, Pretoria, to the highest bidder:

Certain Remaining Portion of Erf 530, situated in the Township of Gezina, Registration Division JR, Province of Gauteng, measuring 1 276 square metres, situated at 11th Avenues 325, Gezina, 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, scullery, three bedrooms, one and a half bathroom, shower, and two w.c. *Outbuildings:* Garage, carport, servant's room, store and toilet. *Other:* Swimming-pool and area, drive, paving, walls, gates, jacuzzi, lapa and bore hole.

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 27th day of February 1997.

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/N2007.)

Case No. 73150/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and PATRIC HENRY DE VILLIERS, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 5 February 1997 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 16 April 1997 at 10:00, at Fehrs Avenue Centre, 130A Struben Street, Pretoria, to the highest bidder:

Certain:

(a) Section 33, as shown and more fully described on Sectional Plan SS56/87, in the scheme known as Cheverny, in respect of the land and building or buildings situated at La Montagne Township in the local authority area of the City Council of Pretoria, measuring 45 square metres; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; situated at 129 Cheverny Flats, Joan Avenue, La Montagne, 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:* Flat with lounge, kitchen, bedroom, bathroom and toilet. *Outbuilding:* Under cover parking. *Other:* Tennis court, Swimming-pool, laundry, 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 Fehrs Avenue Centre, 130A Struben Street, Pretoria.

Dated at Pretoria on this 21st day of February 1997.

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/N2228.)

Case No. 68674/94

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

In the matter between NBS BANK LIMITED, Plaintiff, and GLEN KINGSLEY VAN ZYL, First Defendant, and LEVINA CATHARINA VAN ZYL, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 30 October 1994 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 16 April 1997 at 10:00, at Fehrs Avenue Centre, 130A Struben Street, Pretoria, to the highest bidder:

Certain Erf 495, situated in the Township of Waterkloof Ridge, Registration Division JR, Transvaal, measuring 3 642 square metres, situated at 321 Eridanus Street, Waterkloof Ridge, Pretoria.

Terms and conditions:

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

2. The following improvements are known of which nothing is guaranteed: *Description of property:* Dwelling with lounge, dining-room, study, kitchen, laundry, three bedrooms, bathroom, shower, two w.c.'s and TV room/bar and attached flat with lounge, kitchen, study, bedroom and a half bathroom. *Outbuildings:* Garage, toilet, brick walls and concrete walls. *Other:* Stone and retain walls and gates, drive and pavings, open patio, swimming-pool and area and alarm system.

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 Fehrs Avenue Centre, 130A Struben Street, Pretoria.

Dated at Pretoria on this 24th day of February 1997.

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. C. Lindeque/KB/N1357.)

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 16 April 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 with 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 24th day of February 1997.

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/N1292.)

Case No. 47800/95

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

In the matter between NBS BANK LIMITED, Plaintiff, and ALBERT VAN DER BURGH, First Defendant, and MARIA CORNELIA ALIDA VAN DER BURGH, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 26 January 1996 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 17 April 1997 at 10:00, at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, to the highest bidder:

Certain Portion 1 of Erf 32, situated in the Township of Eloffsdal, Registration Division JR, Transvaal, measuring 1 276 square metres, situated at 244 Eloff Street, Eloffsdal, 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 consists of lounge, dining-room, kitchen, small TV room, scullery, laundry, four bedrooms, two bathrooms, shower and two w.c.'s. *Outbuildings:* Three garages, workshop, servant's room, toilet, gates, aluminium canopy and trellis. *Other:* Brick walls, concrete drive and paving, two aircons, security lights and bore hole and pump.

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

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

Dated at Pretoria on this 24th day of February 1997.

C. Lindeque, for 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. C. Lindeque/KB/N1744.

Case No. 59215/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and MAGDALENA JOHANNA SMUTS, First Defendant, and GERHARDUS MARTHINUS SMUTS, Second Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 4 February 1997, and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 18 April 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 Remaining Portion of Erf 317, situated in the Township of Wolmer, Registration Division JR, Transvaal, measuring 1 276 square metres, situated at 364 Horn Street, Wolmer, 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 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 consisting of two lounges, dining-room, kitchen, bar, TV room, two pantry, four bedrooms, $1^1/_2$ bathroom, two showers and 2 w.c.'s. *Outbuildings:* Two garages, store and 2 w.c.'s. *Other:* Swimming-pool, two bore holes, concrete walls, gates and brick drive.

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 24th day of February 1997.

C. Lindeque, for 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/N1691.)

Case No. 47455/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and MATTHYS JACOBUS VILJOEN, Defendant

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 7 August 1996 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 15 April 1997 at 10:00, at N.G. Sinodal Sentrum, 234 Visagie Street, Pretoria, to the highest bidder:

Certain:

(a) Section 30 as shown and more fully described on Sectional Plan SS74/78 in the scheme known as Ceres in respect of the land and building or buildings situated at Pretoria Township, City Council of Pretoria, measuring 75 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 307 Ceres Flats, 229 Jacob Marais Street, Pretoria-Central.

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: Flat consisting of lounge/dining-room, kitchen, $1^1/_2$ bedroom, bathroom and toilet. *Outbuildings:* Garden, drying area and refuse area, parking, tarmac paving and walls and TV installation. *Other:* Carport.

Payment: 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 27th day of February 1997.

C. Lindeque, 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. C. Lindeque/KB/N2097.)

Saak No. 1237/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MKHETHENI ROBERT NEMURAMBA, Eerste Verweerder, en MUTSHUTSHU SALPHINA NEMURAMBA, Tweede Verweerder

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die kantore van die Balju vir die Landdroshof, Campionweg 21, Orkney, in eksekusie verkoop op 4 April 1997 om 09:00:

Erf 4377, geleë in die dorpsgebied Kanana-uitbreiding 3 (Registrasieafdeling IP, Transvaal), groot 200 (tweehonderd) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL672/90.

Sitkamer, twee slaapkamers, badkamer met toilet en kombuis.

Die volledige verkoopvoorwaardes is ter insae by die kantore van die Balju te Campionweg 21, Orkney, en van die vernaamste voorwaardes van die verkoping is:

1. Dat 'n deposito van 20% (twintig persent) van die koopprys onmiddellik in kontant betaalbaar is.

2. Die balans-koopprys met rente daarop teen 22,25% (twee-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.

3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 19de dag van Februarie 1997.

D. J. Lindemann, vir Erasmus Jooste, p.a. De Kock & Duffey, Eiser se Prokureurs, Bothastraat, Schweizer-Reneke. [Tel. (018) 464-1321.] (Verw. mnr. Lindemann/mev. Mulder.)

Case No. 18176/96
PH 773

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between SUNSET PARK (PROPRIETARY) LTD, Plaintiff, and PIERRE DU PLESSIS, Defendant

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held at the Sheriff's Office, Randfontein, at 19 Pollock Street, on 20 March 1997 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Randfontein, 19 Pollock Street:

Certain Erf 548, Greenhills Township, Registration Division IQ, Gauteng, measuring 1 428 (one thousand four hundred and twenty-eight) square metres, held under Deed of Transfer T9310/1994, situated at 23 Greenhills Avenue, Greenhills, Randfontein.

Improvements (not guaranteed): A house under corrugated iron roof consisting of lounge, TV room, dining-room, kitchen, three bedrooms, two bathrooms (main en-suite), study, servant's room, double garage and swimming-pool in garden enclosed on three sides with boundary walls.

Zone: Residential.

Material 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, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Dated at Johannesburg on this 24th day of February 1997.

Pule & Nzimande, Plaintiff's Attorneys, Second Floor, Cape Towers, 11 Maclaren Street, Johannesburg. (Ref. Mr D. Neke/ld/J4.)

Saak No. 12631/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

In die saak tussen ABSA BANK BEPERK (Reg. No. 86/04794/06), Eiser, en CORNELIS JOHANNES DE WET en FRIEDE-MARI DE WET, Verweerders

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van Balju, Landdroshof, Beaconsfieldlaan 41A, Vereeniging, op 26 Maart 1997 om 10:00, op die voorwaardes wat deur die Balju gelees sal word ten tye van die verkoping. Die voorwaardes lê ook ter insae by die kantore van die Balju, Landdroshof, Vereeniging:

Sekere Erf 758, Duncanville-uitbreiding 10-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng (Totiusstraat 20), groot 1 011 vierkante meter.

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

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

Die koopprys sal as volg betaalbaar wees:

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

(b) Die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 20% (twintig persent) per jaar vanaf datum van koop tot datum van betaling.

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

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

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

Gedateer te Vereeniging hierdie 14de dag van Februarie 1997.

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

Saak No. 27662/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen NBS BANK LIMITED, Eiser, en SOUTHERN, JACQUELINE SYLVIA, Eerste Verweerder, en DE WET, GERHARD MARIUS, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton, op Dinsdag, 8 April 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:

(a) Deel 8 soos getoon en vollediger omskryf op Deelplan SS88/1995, in die skema bekend as Park Cottages, ten opsigte van die grond en gebou of geboue geleë te Raceview-dorpsgebied, Alberton Stadsraad, van welke deel die vloeroppervlakte volgens voormelde deelplan, 72 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 T33543/95.

(c) 'n Uitsluitlike gebruikersgebied beskryf as Tuin G2, groot 113 vierkante meter, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as Park Cottages, ten opsigte van die grond en gebou of geboue geleë te Raceview-dorpsgebied, Alberton Stadsraad, soos getoon en vollediger beskryf op Deelplan SS88/1995, gehou kragtens Sertifikaat van Saaklike Regte SK2810/1995.

(d) 'n Uitsluitlike gebruiksgebied beskryf as motorafdak C3, 16 vierkante meter groot, synde 'n gedeelte van die gemeenskaplike eiendom, bevattende die grond en die skema bekend as Park Cottages, ten opsigte van die grond en gebou of geboue geleë te Raceview-dorpsgebied, Alberton Stadsraad, soos getoon en vollediger beskryf op Deelplan SS88/1995, gehou kragtens Sertifikaat van Saaklike Regte SK2810/95, Registrasieafdeling IR, Transvaal.

Gehou deur: Jacqueline Sylvia Southern en Gerard Marius de Wet, onder Akte van Transport ST33543/95.

Bekend as: Eenheid 3, Park Cottages, hoek van Kipling- en Lombardstraat, Raceview, Alberton, groot 72 vierkante meter.

Sonering: Residensiëel.

Spesiale gebruiksvergunnings en voorwaardes: Geen.

Verbeterings: Hoofgebou bestaande uit teëldak met gepleisterde mure bestaande uit sitkamer, eetkamer, twee slaapkamers, badkamer en toilet. *Buitegeboue:* Motorafdak C3, 16 vierkante meter.

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

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

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

Gedateer te Alberton op hede die 17de dag van Februarie 1997.

Mnr. E. Ungerer, vir Klopper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton, Posbus 6, Alberton; p/a Docex 216, Presidentstraat 84, Johannesburg. (Verw. N3953/EU/PP.)

Saak No. 26769/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrand Plaaslike Afdeling)

In die saak tussen NBS BANK LIMITED, Eiser, en TSHABALALA, MABUTIKHAYA ISAAC, Eerste Verweerder, en SHIBAMBO, MADUMELA JANE, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrand Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Eerste Verdieping, Terracegebou, 1 Eaton Terrace, Alberton, op Dinsdag, 8 April 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 1260, Othandweni-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Mabutikhaya Isaac Tshabalala en Madumela Jane Shibambo onder Akte van Transport TL12268/91, bekend as Erf 1260, Othandweni-uitbreiding 1, Tokoza, groot 281 (tweehonderd een-en-tagtig) vierkante meter.

Sonering: Residensieel.

Spesiale gebruiksvergunnings en voorwaardes: Geen.

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

Terme: 10% (tien persent) van die koopprys in kontant 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 (dertigduisend rand) en daarna 3% (drie persent) tot 'n maksimum bedrag van R7 000 (seweduisend rand). Minimum heffing R260 (tweehonderd en sestig rand).

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 kansellasie nie.

Gedateer te Alberton op hede die 14de dag van Februarie 1997.

Mnr. E. Ungerer, vir Klopper Jonker Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton (Posbus 6), Alberton; p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N3941/EU/PP.)

Case No. 26572/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and EUGENE CLAASEN, Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Pretoria Central, Sinodale Sentrum, 234 Visagie Street, Pretoria, on Tuesday, 25 March 1997 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria, and will be read out prior to the sale taking place.

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

Property: Unit No. 3, as shown and more fully described in Sectional Title SS55/1988, in the scheme known as Monovilla, in respect of land and buildings situated at remaining extent of Erf 215, Sunnyside Township, Registration Division JR, Gauteng, measuring 54 (fifty-four) square metres, and also known as 103 Monovilla, Sunnyside.

Improvements: Dwelling, bedroom, bathroom, kitchen and lounge.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/ln/E391.)

Case No. 25519/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and CEEJAY INVESTMENTS CC, Defendant

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Pretoria Central, Sinodale Sentrum, 234 Visagie Street, Pretoria, on Tuesday, 25 March 1997 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Pretoria Central, Messcor House, 30 Margaretha Street, Pretoria, and will be read out prior to the sale taking place.

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

Property: Section 11, as shown and more fully described on Sectional Title Plan SS77/108, in the scheme known as Kingsrow, situated at Erf 121, Arcadia, Registration Division JR, Gauteng, measuring 136 (one hundred and thirty-six) square metres, also known as 227 Johan Street, Arcadia, Pretoria.

Improvements: Dwelling, three bedrooms, bathroom, toilet, lounge, dining-room, kitchen and garage.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/ln/E381.)

Saak No. 44927/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen RAAD OP PLAASLIKE BESTUURSAANGELEENTHEDE, Eiser, en D. DIEDERICKS, Verweerder

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 6 Maart 1996, sal die hierondervermelde eiendom geregtelik verkoop word op Dinsdag, 15 April 1997 om 10:00, te die Landdroskantoor, Amsterdam, aan wie die hoogste aanbod maak:

Erf 83, Amsterdam, Registrasieafdeling IT, provinsie Mpumalanga, groot 2 855 (tweeduisend agthonderd vyf-en-vyftig) vierkante meter, geleë te Melvillestraat 105, Amsterdam, gehou kragtens Akte van Transport T25361/84.

Volgens inligting wat Eiser kon bekom is die sonering onbepaald in 'n geproklameerde dorp en is die eiendom verbeter met basiese munisipale dienste en is verder onverbeterd. Geen waarborge word egter verstrek nie.

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

(a) Die koper moet 'n deposito van 20% (twintig persent) van die koopprys kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek word.

(b) Die koper moet die afslaersgelde op die dag van die verkoping betaal teen 4% (vier persent) van die totale koopprys plus BTW daarop.

Geteken te Pretoria op hierdie 24ste dag van Februarie 1997.

C. J. van der Merwe, vir Van der Merwe Prokureurs, Prokureurs vir Eiser, Tullekenstraat 27, Berea, Pretoria. [Tel. (012) 320-2844/5/6/7.] (Verw. Mnr. C. J. van der Merwe/rdb.)

Case No. 9772/96
PH 396

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

In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, Execution Creditor, and NEEDWOOD 156 PROPERTIES CC, First Execution Debtor, ASMUSSEN, PAUL CHRISTIAN, Second Execution Debtor, and ASMUSSEN, SUZANNE MARIE, Third Execution Debtor

Be pleased to take notice that on Tuesday, 1 April 1997 at 10:00, the undermentioned property will be sold in execution, which conditions will lie for inspection, prior to the sale at the offices of the Sheriff of the Supreme Court, 9 Elna Randhof, corner of Selkirk and Blairgowrie Drive, Blairgowrie, Randburg.

Certain: Erf 156, Maroeladal Extension 8 Township, Registration Division IQ, Transvaal, measuring 596 (five hundred and ninety-six) square metres and held by Deed of Transfer T7921/95, executable for the said sums, situated at 12 Lakegossamer Lane, Maroeladal Extension 8, Randburg.

Description: A dwelling consisting of entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms with w.c. with showers and kitchen. *Outbuildings:* Double carport, servant's room and bathroom with w.c.

1. The sale shall be without reserve, and the property shall, subject to the Supreme Court Act and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price in cash on the day of sale: The balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. The purchaser shall, on the day of sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 and thereafter 3% (three per cent) up to a maximum fee of R7 000. Minimum charges of R260.

3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including conveyancing transfer costs and duties, rates, taxes and other charges payable to the local authority.

4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.

Dated at Johannesburg this 12th day of February 1997.

J. Booyens, for Van de Venter, Meiring Inc., Attorneys for Plaintiff, Suite 715, Seventh Floor, Carlton Office Tower, Commissioner Street, Johannesburg. (Docex 2, Randburg.) [Tel. (011) 886-0500.] (Ref. Mrs Booyens/Z31087.)

Saak No. 9772/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen ABSA BANK LIMITED, handeldrywende as ALLIED BANK, Eksekusieskuldeiser, en NEEDWOOD 156 PROPERTIES CC, Eerste Eksekusieskuldenaar, ASMMUSSEN, PAUL CHRISTIAN, Tweede Eksekusieskuldenaar, en ASMUSSEN, SUZANNE MARIE, Derde Eksekusieskuldenaar

'n Verkoping sonder voorbehoud, sal gehou word welke verkoopvoorwaardes ter insae sal lê voor datum van verkope by die Kantore van die Balju te Elna Randhof 9, hoek van Selkirk en Blairgowrie, Blairgowrie, Randburg, op Dinsdag, 1 April 1997 om 10:00, van die ondergenoemde Dorpsgebied, Registrasieafdeling IQ, Transvaal, oppervlakte volgens voormelde deelplan grootte 596 vierkante meter en gehou deur Akte van Transport T7921/95, synde Lakegossamerlaan 12, Maroeladal-uitbreiding 8, Randburg.

Verbeterings soos hieronder beskryf is nie gewaarborg nie. Die eiendom bestaan uit geboue en verbeterings: Huis bestaande uit ingangsportaal, sitkamer, eetkamer, familiekamer, drie slaapkamers, twee badkamers met w.c. plus storte en kombuis. *Buitegeboue:* Dubbelafdakke, bediendekamer, stoorkamer en badkamer met w.c.

Terme: 10% (tien persent) deposito op aankoop, balanse betaalbaar deur 'n bank of 14 dae vanaf datum van aankoop. Balju se kommissie betaalbaar deur aankoper op datum van aankoop.

Gedateer te Johannesburg hierdie 12de dag van Februarie 1997.

J. Booyens, vir Van de Venter, Meiring Ing., Eksekusieskuldeiser se Prokureurs, Suite 715, Sewende Verdieping, Carlton International Trade Centre, Commissionerstraat 145, Johannesburg. [Tel. (011) 886-0500.] (Verw. J. Booyens/Z31087.)

Saak No. 282/97

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen NEDCOR BANK BEPERK, Eiser, en WILSON MBULELO FRANCE, Eerste Verweerder, en THEMBEKILE BIYODI FRANCE, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 3 Februarie 1997 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 26 Maart 1997 om 12:00, te Baljukantoor, Rotterdamstraat 5, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 8971, Uitbreiding 12, geleë in die dorp Embalenhle, Registrasieafdeling IS, Mpumalanga, groot 270 (tweehonderd-en-sewentig) vierkante meter.

Beskrywing van eiendom: Drie slaapkamers, kombuis, toilet, draadomheining, badkamer, sitkamer, motorhuis en teëldak.

Geteken te Secunda op hede hierdie 26ste dag van Februarie 1997.

A. J. G. Viljoen, vir Vos, Viljoen & Becker Prokureurs, Eerste Verdieping, SA Permgebou. [Tel. (017) 631-2550.]

Saak No. 148/97

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen NEDCOR BANK BEPERK, Eiser, en KGATTISO JOHANNES SETHATI, Eerste Verweerder, en NOMTHANDAZO TALITAH SETHATI, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 29 Januarie 1997 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 26 Maart 1997 om 12:00, te Baljukantoor, Rotterdamstraat 5, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 7618, Uitbreiding 11, geleë in die dorp Embalenhle, Registrasieafdeling IS, Mpumalanga, groot 228 (tweehonderd agt-en-twintig) vierkante meter.

Beskrywing van eiendom: Twee slaapkamers, kombuis, toilet, teëldak, badkamer, sitkamer en draadomheining.

Geteken te Secunda op hede hierdie 26ste dag van Februarie 1997.

A. J. G. Viljoen, vir Vos, Viljoen & Becker Prokureurs, Eerste Verdieping, SA Permgebou. [Tel. (017) 631-2550.]

Saak No. 735/95

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen NEDCOR BANK BEPERK, Eiser, en MANZI HAROLD THABETHA, Eerste Verweerder, en MAKHOSASANA JOHANNA THABETHA, Tweede Verweerder

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 20 Maart 1995 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar op 26 Maart 1997 om 12:00, te Baljukantoor, Rotterdamstraat 5, Evander, aan die hoogste bieder geregtelik verkoop word op die voorwaardes soos gemeld deur die afslaer tydens die verkoping welke voorwaardes geïnspekteer mag word by voormelde Balju voor die verkoping:

Erf 2619, Uitbreiding 4, geleë in die dorp Embalenhle, Registrasieafdeling IS, Mpumalanga, groot 405 (vierhonderd-en-vyf) vierkante meter.

Beskrywing van eiendom: Drie slaapkamers, kombuis, toilet, badkamer, sitkamer, afdak, teëldak en draadomheining.

Geteken te Secunda op hede hierdie 26ste dag van Februarie 1997.

A. J. G. Viljoen, vir Vos, Viljoen & Becker Prokureurs, Eerste Verdieping, SA Permgebou. Secunda. [Tel. (017) 631-2550.]

Saak No. 3951/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HOËVELDRIF GEHOU TE EVANDER

In die saak tussen ABSA BANK BEPERK, handeldrywend as TRUSTBANK, Eiser, en CORNELIUS LOURENS LUBBE, Verweerder

Ter uitwinning van 'n vonnis en 'n lasbrief vir eksekusie uitgereik en behoorlik daartoe gelas deur die Eksekusieskuldeiser, sal die ondervermelde eiendom op 25 Maart 1997 om 10:00, te Danie Theronstraat 12, Secunda, die ondervermelde perseel deur Vos Viljoen & Becker Afslaers BK, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 84, Secunda, Registrasieafdeling IS, Mpumalanga, groot 754 (sewehonderd vier-en-vyftig) vierkante meter, bekend as Danie Theronstraat 12, Secunda.

Belangrike voorwaardes van verkoping: 10% (tien persent) deposito van die totale koopprys plus 5% (vyf persent) op die eerste R30 000 plus 3% (drie persent) op die balans van die koopprys, met 'n maksimum van R7 000 van die eiendom, afslaerskoste in kontant of bywyse van 'n bankgewaarborgde tjek, by die toestaan van die bod en die balans koopprys binne 30 (dertig) dae na datum van verkoping. 14% (veertien persent) BTW is betaalbaar op afslaerskommissie.

Die volgende verbeterings word beweer maar nie gewaarborg nie: Kombuis, sitkamer, eetkamer, motorhuis, teëldak, twee badkamers, vier slaapkamers, twee toilette en muuromheining.

Alle verkoopvoorwaardes wat deur Vos Viljoen & Becker Afslaers BK, net voor die verkoping uitgelees word, is in hul kantoor te Eerste Verdieping, S.A. Permgebou, Secunda, asook die Baljukantore, Cornellstraat 21, Evander, gedurende normale kantoorure ter insae beskikbaar.

Gedateer te Secunda op hede hierdie 25ste dag van Februarie 1997.

Vos Viljoen & Becker, Eerste Verdieping, S.A. Permgebou, Posbus 1750, Secunda. [Tel. (017) 631-2550.]

Saak No. 96870/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA BANK BEPERK, handeldrywend as ALLIED BANK, Eiser, en SUTTON LEON REUBEN DESMOND, Identiteitsnommer 5910175018089, Verweerder

'n Openbare veiling sonder reserweprys word gehou te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, op 25 Maart 1997 om 10:00, van:

Erf 389, geleë in die dorpsgebied Eersterus-uitbreiding 2, Registrasieafdeling JR, Transvaal, groot 397 (driehonderd sewe-en-negentig) vierkante meter, gehou kragtens Akte van Transport T71341/88.

Straatadres: Terrystraat 422, Eersterus, Pretoria.

Verbeterings: Sitkamer, eetkamer, kombuis, vier slaapkamers, twee badkamers en toilet en studeerkamer. *Buitegeboue:* Motorhuis, toilet en twee buitekamers.

Die omvang in verbeterings word nie gewaarborg nie.

Die verkoopvoorwaardes lê ter insae by Balju Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria.

E. J. J. Geyser, vir Rooth & Wessels, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A2777.)

Saak No. 66568/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

In die saak tussen ABSA BANK BEPERK, handeldrywend as ALLIED BANK, Eiser, en AMEER PIET EMAM, Identiteitsnommer 5801105070086, Eerste Verweerder, en AMEER, MARIA MAGDALENA, Identiteitsnommer 5706300159016, Tweede Verweerder

'n Openbare veiling sonder reserweprys word gehou te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, op 25 Maart 1997 om 10:00, van:

Erf 4158, Eersterus-uitbreiding 6-dorpsgebied, Registrasieafdeling JR, Transvaal, groot 480 (vierhonderd-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T37824/94.

Straatadres: Hans Coverdale North 669, Eersterus, Pretoria.

Verbeterings: Sitkamer, kombuis, twee slaapkamers, badkamer en toilet en stoep. *Konstruksie:* Vloer-VA teëls, mure - baksteen, plafon -herculite, dak - herculite en pine. *Buitegeboue:* Afdak.

Die omvang in verbeterings word nie gewaarborg nie.

Die verkoopvoorwaardes lê ter insae by Balju Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria.

E. J. J. Geyser, vir Rooth & Wessels, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A2670.)

Case No. 185/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MAEMU PETRUS MAVUNA, Defendant

A sale in execution of the undermentioned property is to be held at the entrance of the Magistrate's Court Soshanguve, Soshanguve, on Thursday, 27 March 1997 at 11:00.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 083 252 1506.

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

Property: Erf 1317, Block AA, Soshanguve, Registration Division JR, Gauteng, measuring 800 square metres, also known as 1317 Block AA, Soshanguve.

Improvements: Dwelling: Three bedrooms, bathroom, kitchen, lounge and dining-room.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Ln/E517.)

Case No. 183/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and ZEBULON AMOS MNISI, Defendant

A sale in execution of the undermentioned property is to be held at the entrance of the Magistrate's Court Soshanguve, Soshanguve, on Thursday, 27 March 1997 at 11:00.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 083 252 1506.

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

Property: Erf 982, Block BB, Soshanguve, Registration Division JR, Gauteng, measuring 600 square metres, also known as 982 Block BB, Soshanguve.

Improvements: Dwelling: Three bedrooms, bathroom, kitchen and lounge.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Ln/E516.)

Case No. 162/97

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOSHOESHE JOEL MAKGALE, First Defendant, and NKELE MARIA MAKGALE, Second Defendant

A sale in execution of the undermentioned property is to be held at the entrance of the Magistrate's Court Soshanguve, Soshanguve, on Thursday, 27 March 1997 at 11:00.

Full conditions of sale can be inspected at the Sheriff, Soshanguve, Magistrate's Court Road, 5881 Zone 5, Ga-Rankuwa and will be read out prior to the sale taking place. For directions to the above address please phone the Sheriff on 083 252 1506.

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

Property: Erf 1483, Block GG, Soshanguve, Registration Division JR, Gauteng, measuring 816 square metres, also known as 1483 Block GG, Soshanguve.

Improvements: Dwelling: Three bedrooms, bathroom, kitchen, lounge and dining-room.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Ln/E528.)

Saak No. 5671/96

IN DIE HOËRHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser , en SAMUEL ELIAS MAAGA, Verweerder

'n Eksekusieverkoping van die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sal sonder 'n reserweprys deur die Balju in eksekusie verkoop word op 27 Maart 1997 om 11:00:

'n Eenheid bestaande uit: Deel 8 soos getoon en vollediger beskryf op Deelplan SS1160/95 in die skema bekend as Ham 408, Hammanskraal-dorpsgebied, ten opsigte van die grond en gebou of geboue, in die plaaslike owerheid van die Oostelike Gauteng Diensteraad, van welke deel die vloeroppervlakte, volgens genoemde deelplan 45 (vier-en-vyftig) vierkante meter groot is; en

'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel soos op genoemde deelplan aangeteken en gehou kragtens Akte van Transport ST106506/95.

Straatadres: Ham 408, Howardstraat 8, Hammanskraal, Pretoria.

Plek van verkoping: Die verkoping sal plaasvind te die kantore van die Landdroshof, Soshanguve.

Verbeterings: Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: Klinkersteenwoning met lae teëldak bestaande uit sitkamer, kombuis, twee slaapkamers, badkamer met toilet. Gesoneer vir woondoeleindes.

Verkoopvoorwaardes: Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Soshanguve, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 28ste dag van Februarie 1997.

N. K. Petzer, vir Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria (Tel. 325-2940.) (Verw. J. Linington/F19221.)

Saak No. 123/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

In die saak tussen NBS BANK BPK, Eiser, en HENDRIK BARNARDUS COETZEE, Eerste Verweerder, en MARIA CHRISTINA COETZEE, Tweede Verweerder

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

Eiendom: Erf 1755, Noordheuwel-uitbreiding 3-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 1 432 (een-duisend vierhonderd twee-en-dertig) vierkante meter.

Ligging: Shannonweg 96, Noordheuwel-uitbreiding 3, Krugersdorp.

Bestaande uit (nie gewaarborg): 'n Dubbelverdiepinghuis met 'n sit-, eet-, studeerkamer, kombuis, drie slaapkamers, twee badkamers, twee storte, drie toilette, TV-kamer, en opwasplek. *Buitegebou:* Drie motorhuise, bediende kamer, toilet, waskamer, swembad, jacuzzi, dekgras lapa en boorgat, in eksekusie verkoop op 26 Maart 1997 om 10:00, deur die Balju te Klaburnhof, Ockersestraat 22B, Krugersdorp.

Verkoopvoorwaardes: Verkoping is voetstoots, 10% (tien persent) deposito en Baljukommissie betaalbaar op dag van verkoping, waarborg vir balans plus rente binne 14 dae daarna.

Swart, Redelinghuys, Nel & Vennote, Voortrekkerweg 245, Monument, Krugersdorp [Tel. (011) 954-4000.] (Verw. Jan Nel.)

Saak No. 8456/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen STANDARD BANK VAN SA BEPERK (62/00738/06), Eiser, en SMIT, JAN ALBERT, Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Donderdag, 27 Maart 1997 om 10:00, deur die Balju vir die Hooggeregshof, Kempton Park, gehou te die Balju se kantoor, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Erf 1726, Van Riebeeckpark-uitbreiding 16-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 919 vierkante meter gehou kragtens Akte van Transport T63620/95.

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

Straatadres: Lorrainestraat 37, Van Riebeeckpark, Kempton Park.

Verbeterings: Woonhuis met teëldak, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met toilet, garage, steenplaveisel en voorafvervaardigde omheining.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Kempton Park, te die Balju se kantoor, Parkstraat 8, Kempton Park.

Gedateer te Pretoria hierdie 24ste dag van Februarie 1997.

Haasbroek en Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat (Posbus 2205), Pretoria [Tel. (012) 322-4401.] (Verw. V Rensburg/BVDM/S0389.)

Saak No. 22833/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen STANDARD BANK VAN S.A. BEPERK (Reg. No. 62/00738/06), Eiser, en FEENE WILLIAM MAHLANGU, Eerste Verweerder, en TJIENSILE ELIZABETH MAHLANGU, Tweede Verweerder

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Donderdag, 27 Maart 1997 om 11:00, deur die Balju vir die Hooggeregshof, Soshanguve, gehou te die Landdroskantoor, Soshanguve, aan die hoogste bieder:

Erf 638, Soshanguve G-dorpsgebied, Registrasieafdeling JR, provinsie Gauteng, groot 300 vierkante meter, gehou kragtens Sertifikaat van Huurpag TL32965/92.

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

Straatadres: Eenheid 638, Soshanguve G.

Verbeterings: Woonhuis met sinkdak, sitkamer, eetkamer, studeerkamer, kombuis, vier slaapkamers, badkamer, twee toilette, garage en motorafdak.

Reserweprys: Die eiendom word sonder reserweprys verkoop.

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

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

Verkoopvoorwaardes: Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Soshanguve, die Balju se Kantoor, Magistrate's Courtweg 5881, Zone 5, Ga-Rankuwa.

Gedateer te Pretoria hierdie 24ste dag van Februarie 1997.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum, Westoring, Pretoriusstraat (Posbus 2205), Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/BVDM/S1335/1.)

Saak No. 24142/96

IN DIE HOËRHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen NEDCOR BANK BEPERK, Eiser, en LOURENS, DAWID MARTHINUS, Eerste Verweerder, en LOURENS, AN-MARIE, Tweede Verweerderes

'n Openbare veiling sonder 'n reserweprys sal deur die Balju, Witbank, te Monicasingel 4, Witbank-uitbreiding 41, gehou word op 4 April 1997 om 09:00, van die volgende eiendom:

Gedeelte 2 van Erf 4764, Witbank-uitbreiding 41-dorpsgebied, Registrasieafdeling JS, Mpumalanga, groot 956 vierkante meter, gehou deur Verweerders kragtens Akte van Transport T73013/1995.

Straatadres: Monicasingel 4, Witbank-uitbreiding 41, Mpumalanga.

Verbeterings op die eiendom: Sitkamer, familiekamer, drie slaapkamers, twee badkamers/toilette, waskamer, onthaalarea/swembad, eetkamer, kombuis, studeerkamer, aparte toilet en enkelmotorhuis. Enkelverdiepingwoonhuis.

Die omvang en verbeterings word nie gewaarborg nie.

Die verkoopvoorwaardes lê ter insae by die Balju se kantore te Rhodesstraat 3, Witbank [Tel. (0135) 656-2262].

Rooth & Wessels, Prokureur vir Eiser, Kerkplein 38, Pretoria. [Tel. (012) 325-2940.] (Verw. mnr. P. D. Kriek/lm.)

Case No. 16344/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between THE STANDARD BANK OF S.A. LTD, Plaintiff, and WELLSEY OVER, First Defendant, and MARTHA MARIA OVER, Second Defendant

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at 3 Skipper Street, Del Judor Extension 2, Witbank, on Friday, 4 April 1997 at 09:30, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Erf 770, Del Judor Extension 2 Township, Registration Division JS, Transvaal (also known as 33 Skipper Street, Del Judor Extension 2, Witbank), measuring 1 495 (one thousand four hundred and ninety-five) square metres, held by Deed of Transfer T82178/88, subject to the conditions as are mentioned in the above deed of transfer and specially subject to the reservation of mineral rights.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, family room, kitchen, laundry, three bedrooms, two bathrooms/w.c., two garages, servant's w.c. and swimming-pool.

Ten per cent (10%) of the purchase price and 5% (five per cent) auctioneer's charges on the first R30 000 and 3% (three per cent) thereafter in cash, plus VAT, on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

Dated at Pretoria this 28th day of February 1997.

E. M. Eybers, for Adams & Adams, Adams and Adams Place, 1140 Prospect Street, Hatfield, Pretoria. [Tel. (012) 481-1500.] (Ref. EME/ep S1084/95.)

Case No. 1235/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LETABA HELD AT TZANEEN

In the matter between SELCOR INVESTMENTS (PTY) LTD, Plaintiff, and Mr SHADRACK MAPONYA, trading as MAPONYA TRANSPORT, Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution, the property described as Stand 766, Lenyenye, District of Nphuno, will be sold at the Magistrate's Office, Lenyenye, on 16 April 1997 at 14:00, without reserve to the highest bidder:

Improvements (which are not warranted to be correct and are not guaranteed) are a dwelling-house with outbuildings.

The material conditions of sale are:

1. The purchaser must pay a deposit of 10% (ten per cent) of the purchase price or R1 000 (one thousand rand) whichever is the greater in cash immediately after the sale, the balance together with interest is to be secured by a guarantee appoved by the Sheriff and delivered within 21 (twenty-one) days from the date of the sale.

2. The sale is voetstoots and subject to:

2.1 The Magistrate's Courts Act and the rules thereunder;

2.2 the conditions of the title deed; and

2.3 the conditions of the sale which may be inspected at the offices of the Sheriff, will be read immediately before the sale.

Dated at Tzaneen on this 24th day of February 1997.

D. A. Stewart, for Mosse & Stewart Inc., Wolkberg Building, Danie Joubert Street (P.O. Box 242), Tzaneen, 0850.

Saak No. 16571/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en MILES, JULIAN KENNETH, Eerste Verweerder, en MILES, MARISA MARINA, Tweede Verweerder

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak, sal 'n verkoping sonder 'n reserweprys, die prys onderhewig aan die Eiser se goedkeuring, gehou word te die kantore van die Balju te Progresslaan 182, Technikon, Roodepoort, op 4 April 1997 om 10:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

Sekere Erf 109, Roodepoort-Wes-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng en ook bekend as Rubidgestraat 72, Roodepoort-Wes, groot 752 m² (sewe vyf twee) vierkante meter.

Verbeteringe (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende:

Hoofgebou: Ingangsportaal, sitkamer, familiekamer, eetkamer, studeerkamer, kombuis, drie slaapkamers, badkamer en stort/toilet.

Buitegeboue: Motorhuis, twee motorafdakke, bediendekamer en toilet.

Konstruktueer: Baksteen met teël.

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

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

Gedateer te Johannesburg op hede hierdie 28ste dag van Februarie 1997.

Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat (Posbus 1588), Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/F5458E.)

Saak No. 17064/95(B)

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MOJAPELO, CHACHA MANUAL MOSES, Verweerder

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 30 November 1995, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Seshego, op 26 Maart 1997 om 14:00, te Landdroshof, Seshego, verkoop:

Sekere Erf 1101, Zone H, Seshego, distrik Seshego, groot 450 (vierhonderd en vyftig) vierkante meter.

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

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju, te President Krugerstraat 68A, Pietersburg.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0586.)]

Saak No. 18570/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen ABSA BANK BEPERK, handeldrywende as TRUST BANK, Eiser, en MAROTOLA NARE JACK, ID: 5505075702087, Eerste Verweerder, en MAROTOLA SHEILA MOTLABASEGO JOHANNA, ID: 5510020375088, Tweede Verweerder

'n Openbare veiling sonder 'n reserweprys word gehou te Seshego Landdroskantore, Seshego, op 26 Maart 1997 om 14:00, van:

Eienaarseenheid H1246, geleë in die dorpsgebied Seshego, distrik Seshego, groot 450 (vierhonderd-en-vyftig) vierkante meter, soos meer volledig aangetoon op Algemene Plan PB 5/1987, gehou kragtens Grondbrief 1174/1991.

Straatadres: 1246 Zone 8, Seshego.

Verbeterings: Sitkamer, kombuis, twee slaapkamers en badkamer. *Konstruksie: Vloer:* Teëls en matte, mure–baksteen, plafon–Herculite, dak–teëls.

Die omvang in verbeterings word nie gewaarborg nie.

Verkoopvoorwaardes lê ter insae by Balju, Hooggeregshof, Seshego, Pres. Krugerstraat 68A, Pietersburg.

E. J. J. Geyser, vir Rooth & Wessels, Pretoria. (Tel. 325-2940.) (Verw. EG/M. Mare/A2665.)

Case No. 21571/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LTD, Plaintiff, and MAGDALENA RODGERS N.O. (in her capacity as Trustee of Bennie Rodgers Trust), Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above suit and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 4 April 1997 at 10:00, at the Magistrate's Court, Landdros Maré Street, Pietersburg, to the highest bidder:

Deeds office description: Erf 942, in the Township of Haenertsburg, Registration Division LS, Northern Province, measuring 1 487 (one thousand four hundred and eighty-seven) square metres, held under Deed of Transfer T54945/89, situated at the corner of Kruger and Marais Streets, Haenertsburg.

Improvements: An uncompleted three storey building comprising six bedrooms, four bathrooms, kitchen, lounge, family room, dining-room, study, entrance hall, pantry, two garages and a cellar (although nothing is guaranteed in this regard).

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Pietersburg, 66 Platinastraat, Ladine, Pietersburg.

Dated at Pretoria this 21st day of February 1997.

O. R. M. Glen, for Stegmanns, Attorneys for Plaintiff, Celtis Plaza, South Block, First Floor, 1085 Schoeman Street, Hatfield, Pretoria. (Tel. 342-6430.) (Ref. G2542/96/am.)

Case No. 4511/96

IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between NEDCOR BANK LIMITED (formerly NEDPERM BANK LIMITED), Plaintiff, and LEEUWSCHUT, REGEN ALBERT, First Defendant, and LEEUWSCHUT, CHARMAINE MARINA, Second Defendant

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria North-East, at NG Sinodale Sentrum, 234 Visagie Street, Pretoria, on 25 March 1997 at 10:00, of the following property:

Erf 3990, Eersterust Extension 6 Township, Registration Division JR, Gauteng, measuring 480 (four hundred and eighty) square metres, held by the Defendants under Deed of Transfer T26593/1985.

Street address: 148 Progress Avenue, Eersterust, Pretoria, Gauteng.

Improvements on the property: Three bedrooms, kitchen, two garages, two bathrooms/toilets, lounge, two store rooms and single storey dwelling-house.

The nature, extent and improvements are not guaranteed.

Inspect the conditions of sale at the Sheriff's Office at 1210 Pretorius Street, Hatfield, Pretoria. [Tel. (012) 342-1340.]

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr P. D. Kriek/lm.)

Saak No. 4134/95

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

In die saak tussen SENTRAAL PRETORIA METROPOLITAANSE SUBSTRUKTUUR, Eksekusieskuldeiser, en BAYETTE TRUST (EDMS.) BEPERK, Eksekusieskuldenaar

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 3 April 1995, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Sentraal, op 25 Maart 1997 om 10:00, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Beskrywing: Erf 702, geleë in die dorpsgebied Gezina, Pretoria, bekend as 10de laan 274, Gezina, Pretoria, groot 5 104 m^2 (vyfduisend eenhonderd-en-vier vierkante meter), Titelakte T27131/70.

Gesoneer: Algemeen woon/woonstelle.

Die eiendom is onverbeter.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Messcorhuis, Margarethastraat 30, Pretoria, Sentraal.

Dyason, Prokureurs vir Eiser, Leopontgebou, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) (Verw. MJL/mev. Dorling/VF0886.)

Case No. 25499/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

In the matter between NEDCOR BANK LIMITED (PERMANENT BANK DIVISION), Plaintiff, and CLARKE, NOBLE, First Defendant, and CLARKE, MARIA CATHARINA BARENDINA, 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, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 8 April 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 of the Supreme Court prior to the sale:

Certain Erf 544, Brackenhurst Extension 1 Township, Registration Division IR of Transvaal, area 1 487 (one thousand four hundred and eighty-seven) square metres, situated at 41 Le Maitre, Brackenhurst Township, Registration Division IR of Transvaal.

Improvements (not guaranteed): A dwelling.

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

Dated at Johannesburg during February 1997.

Kunene Incorporated, Plaintiff's Attorneys, Fourth Floor, Surrey House, 35 Rissik Street (P.O. Box 61036), Marshalltown, 2107. (Tel. 836-4751.) (Fax 836-4792.) (Ref. Mr Ngcobo/wn/Perm-C4.)

Case No. 412/97

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

In the matter between FIRST NATIONAL BANK OF S.A. LTD, Execution Creditor, and DIEDERIK JOHANNES OPPERMAN, Execution Debtor, and JUDITH SUSANNA OPPERMAN, Execution Debtor

In pursuance of a judgment in the Magistrate's Court of Potchefstroom, and a warrant of execution dated 1 February 1997, the following fixed property will be sold in execution on Wednesday, 26 March 1997 at 10:00, at the property to the highest bidder for cash, viz:

Erf 68, situated in the Township of Grimbeek Park Extension 1, Registration Division IQ, Province of the North West, measuring 1 509 (one thousand five hundred and nine) square meters, held under Deed of Transfer T795/95, beter known as 4 Hortensia Street, Grimbeek Park, Potchefstroom (the "Property").

The main conditions of sale are:

1. The property shall be sold by the Sheriff, Potchefstroom, without reserve to the highest bidder for cash, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules thereunder.

2. The purchaser shall pay 10% (ten per centum) of the purchase price in cash on the day of the sale to the Deputy Sheriff of the Magistrate's Court, Potchefstroom, the balance against transfer, to be secured by a bank or building society guarantee to be approved by the Execution Creditor's Attorney, to be furnished to the Deputy Sheriff of the Magistrate's Court, Potchefstroom, within 30 (thirty) days after the date of sale.

The further conditions of sale may be inspected during office hours at the offices of the Sheriff, Wolmarans Street, Potchefstroom.

Dated at Potchefstroom on this 24th day of February 1997.

J. B. Williams, Williams Müller & Mostert, Third Floor, Die Meent, 123 Van Riebeeck Street, Potchefstroom. (Tel. 297-3841.) (Ref. JBW/ps.)

Case No. 1797/95
PH 411

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

In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, Plaintiff, and SOKUTU, BRIAN VIKWENI, First Defendant, and SOKUTU, NOMAKHWEZI FLORENCE, Second Defendant

In execution of a judgment of the above Honourable Court dated 24 February 1995 and writ of execution, the following property will be sold in execution on 27 March 1997 at 10:00, by the Sheriff, at 69 Juta Street, Braamfontein, to the highest bidder:

Erf Portion 1 of Erf 475, Kensington Township and Portion 1 of Erf 477, Kensington Township, Registration Division IR, Transvaal, measuring 248 (two hundred and forty-eight) square metres, held by Deed of Transfer T16013/1994, situated at 50 Kitchener Avenue, Kensington.

The reserve price is Nul subject to confirmation of clause 16 of the conditions of sale.

The property consists of entrance hall, lounge, dining-room three bedrooms, bathroom/w.c./shower, kitchen and outbuildings consisting of garage, two servants' rooms and carport.

Terms and conditions:

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

Conditions: The full conditions of sale, which will be read out by the Sheriff of Johannesburg East, prior to the sale, may be inspected at the offices of the Sheriff, 69 Juta Street, Braamfontein.

Signed at Johannesburg on this 28th day of January 1997.

A. Bierman, for Smit & Martiz, Attorneys for Plaintiff, First Floor, E.S.I.C. Building, 130 Commissioner Street, Johannesburg. (Ref. A. Bierman/hs/A255.)

CAPE • KAAP

Case No. 6856/92

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

ABSA BANK LIMITED, trading as UNITED BANK, *versus* ANDRIES HENDRICKS and LENA HENDRICKS

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Friday, 18 April 1997 at 14:00, to the highest bidder:

Erf 3840, Eerste River, in extent 369 square metres, held by T8279/1989, situated at 10 Eucalyptus Road, Eerste River, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 20% (twenty per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 134884/gt.)

Case No. 7256/90

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

ABSA BANK LIMITED, trading as UNITED BANK, *versus* JOSEPH ANDREW VAN DER SCHYFF and TESSA VAN DER SCHYFF

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Friday, 18 April 1997 at 14:00, to the highest bidder:

Erf 8021, Brackenfell, in extent 338 square metres, held by T55732/1987, situated at 13 Blyde Crescent, Northpine, Brackenfell, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge/dining-room, 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 20% (twenty per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 135326/gt.)

Saak No. 10797/96

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MADELEINE DE VILLIERS, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 28 November 1996 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Woensdag, 9 April 1997 om 12:00, op die perseel te Bergzichtwoonstelle 17, Smartweg, Goodwood, 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:

(a) Deel 146, soos aangetoon en meer volledig beskryf op Deelplan SS98/96 in die skema bekend as Bergzicht ten opsigte van die grond en gebou of geboue geleë te Goodwood in die Tygerberg Substruktuur, afdeling Kaap, provinsie Wes-Kaap, waarvan die vloeroppervlakte volgens genoemde deelplan 64 (vier-en-sestig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, soos op genoemde deelplan aangeteken, gehou kragtens Transportakte ST4235/96.

Die volgende inligting word verstrek, maar niks word gewaarborg nie:

Die eiendom is verbeter en bestaan uit woonstel met teëldak, baksteenmure, sitkamer, kombuis, twee slaapkamers en badkamer.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, Goodwood. (Tel. 932-7126).

Betaalvoorwaardes: 10% (tien persent) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die Afslaers- en/of Balju-kommissie betaal word. Die balans-koopprys is betaalbaar teen oordrag 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 (Tel. 92-0040.) en/of die Balju van die Landdroshof, Goodwood. (Tel. 932-7126.)

Datum: 5 Februarie 1997.

Fourie Basson & Veldtman, Toplin Huis, Voortrekkerweg 219, Parow. (Verw. CJV/RB/4011.)

Case No. 8738/96

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

ABSA BANK LIMITED, trading as UNITED BANK, *versus* VICTOR THEUNIS and LILIAN THEUNIS

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Friday, 18 April 1997 at 14:00, to the highest bidder:

Erf 2943, Blue Downs, in extent 330 square metres, held by T40104/1989, situated at 48 Lima Road, Malibu Village, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 20% (twenty per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 160648/gt.)

Case No. 12479/96

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

In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, Plaintiff, and ANDREW MARTIN FISCHER and DEBORAH MARTHA FISCHER, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Kuils River, on 7 April 1997 at 14:00:

Erf 2844, Kleinvlei, situated in the Local Area of Blue Downs, Stellenbosch Division, in extent 452 square metres, also known as 23 Magelaan Street, Klein Vlei.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with two bedrooms, lounge, kitchen, bathroom and toilet.

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

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

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

Dated at Cape Town this 18th day of February 1997.

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

Case No. 6280/93

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and DEON RAPHEAL WILLIAMS AND DOROTHY ELENE WILLIAMS, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Kuils River, on 7 April 1997 at 14:00:

Erf 8599, Brackenfell, in the Local Area of Scottsdene, Division Stellenbosch, in extent 225 square metres, also known as 4 Louber Close, Pine Lea, Brackenfell.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with three bedrooms, kitchen, lounge and bathroom/toilet.

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

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

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

Dated at Cape Town this 18th day of February 1997.

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

Case No. 7021/96

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

In the matter between ABSA BANK LIMITED, trading as ALLIE BANK, Execution Creditor, and PHILIP STEPHEN DAVY, Execution Debtor

The following property will be offered for sale in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Kuils River, on 7 April 1997 at 14:00:

Erf 4029, Kraaifontein, in the Municipality of Kraaifontein, Division Paarl, in extent 496 (four hundred and ninety-six), also known as 240 Fourth Avenue, Kraaifontein.

Conditions:

1. The following information is furnished, but not guarantee: Brick dwelling under tile roof with two bedrooms, lounge, kitchen and bathroom.

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

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

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

Dated at Cape Town this 18th day of February 1997.

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

Case No. 1286/96

IN THE SUPREME COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and VUSUMZI WELCOME NANI, First Defendant, and MANDISA VIVIAN NANI, Second Defendant

In pursuance of a judgment of the above Honourable Court, dated 17 July 1996, and an attachment in execution, dated 31 July 1996, the following property will be sold in the foyer, A.A. Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 4 April 1997 at 15:00:

Erf 11162, Motherwell, situated in the area of the Town Council of Motherwell, administrative District of Uitenhage, in extent 230 (two hundred and thirty) square metres, situated at 125 Nashu Street, Motherwell Extension 7, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof comprising a lounge, kitchen, two bedrooms and a bathroom.

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

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, A. A. Mutual Building, 15 Rink Street, Port Elizabeth or at Plaintiff's Attorneys.

Further details can be obtained from the offices of Plaintiff at 1 Pickering Street, Newton Park, Port Elizabeth. (Tel. 391-2611.)

Terms: 10% (ten per cent) and Deputy Sheriff's charges at 5% (five per cent) on the proceeds of the sale which shall be paid by the purchaser 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) subject to a minimum of R260 (two hundred and sixty rand), on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's Attorneys, to be furnished to the Deputy Sheriff within twenty-one (21) days from the date of sale.

Dated at Port Elizabeth this 11th day of February 1997.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. AB/am/285.)

Saak No. 3166/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE VREDENBURG

In die saak tussen NEDPERM BANK BEPERK, Eiser, en mev. E. ADAMS, Verweerder

Ter uitvoering van 'n vonnis van bogemelde Landdroshof, gedateer 9 Oktober 1996, in bogemelde aangeleentheid sal die eiendom, bekend as Erf 7676, Boroniastraat 9, Vredenburg, per publieke veiling aan die hoogste bieder verkoop word by Erf 7676, Boroniastraat 9, Vredenburg, op 4 April 1997 om 13:00, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Gergesbode te Vredenburg, en wat deur die afslaer van die verkoping afgelees sal word, van welke voorwaardes die belangrikse die volgende is:

(a) die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die Wet op Landdroshowe, No 32 van 1944, soos gewysig, asook onderworpe aan die bepalings van Wet No. 3 van 1966, soos gewysig, en Wet No. 36 van 1966, soos gewysig;

(b) een-tiende van die koopprys sal betaal word in kontant of by wyse van 'n bank-gewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport;

(c) die koper sal verantwoordelik wees die betaling van alle transportkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende koste; en

(d) besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

Eiendom: Erf 7676, Vredenburg, geleë in die munisipaliteit Vredenburg-Saldanha, administratiewe distrik Malmesbury, groot 438 (vierhonderd agt-en-dertig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T72132/91 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Drieslaapkamerhuis met badkamer, kombuis en sitkamer.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Stellenbosch op hierdie 13de dag van Februarie 1997.

G. J. Erasmus, vir Cluver Markotter, S. A. Permanentegebou, Pleinstraat 4, Vredenburg, 7600. (Verw. GJE/wp/M9154.)

Saak No. 2194/96

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen ABSA BANK BEPERK, Eiser, en MICHAEL JAMES MOSES, Eerste Verweerder, en NAOMI RUTH MOSES, Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Landdroshof gedateer 26 Julie 1996 in bogemelde aangeleentheid, sal die eiendom bekend as Erf 9742, Bergsipresstraat 39, Idasvallei, Stellenbosch, per publieke veiling aan die hoogste bieder verkoop word by Erf 9742, Bergsipresstraat 39, Idasvallei, Stellenbosch, op 1 April 1997 om 09:45, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Geregsbode te Stellenbosch, en wat deur die afslaer van die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

(a) Die eiendom word voetstoots verkoop aan die hoogste bieder onderworpe aan die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook onderworpe aan die bepalings van Wet No. 3 van 1966, soos gewysig, en Wet No. 36 van 1966, soos gewysig.

(b) Een tiende van die koopprys sal betaal word in kontant of by wyse van 'n bankgewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport.

(c) Die koper sal verantwoordelik wees vir die betaling van alle transportkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende koste.

(d) Besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

Eiendom: Erf 9742, Stellenbosch, in die munisipaliteit en afdeling Stellenbosch, groot 325 (driehonderd vyf-en-twintig) vierkante meter, gehou kragtens Transportakte T35026/1990.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Tweeslaapkamerhuis met sitkamer, kombuis, badkamer en toilet).

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Stellenbosch op hierdie 12de dag van Februarie 1997.

Cluver Markotter, S.A. Permanentegebou, Pleinstraat 4, Stellenbosch, 7600. (Verw. GJE/wp/M9824.)

Case No. 6957/96

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

ABSA BANK LIMITED, trading as UNITED BANK, *versus* DANIEL BRIESIES and ANETTA BRIESIES

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Friday, 18 April 1997 at 14:00, to the highest bidder:

Erf 2358, Eerste River, in extent 435 square metres, held by T28999/1989, situasted at 72 Waratha Street, Eerste River, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 20% (twenty 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. 157617/gt.)

Case No. 4442/96

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

In the matter between AERIAL EMPIRE CC, Plaintiff, and KLAUS VIERECK, trading as Mr FIXIT, Defendant

In the execution of a judgment of the above Honourable Court dated 31 May 1996, the property described below will be sold in execution on Friday, 7 April 1997 at 10:00, at the Magistrate's Court for the District of Port Nolloth, Kusweg, Port Nolloth, to the highest bidder, subject to the following conditions hereinafter mentioned and to the further conditions which will be read out by the auctioneer/Sheriff at the sale:

Erf 340, Port Nolloth, in the Municipality of Port Nolloth, a Division of Namaqualand, in extent 6 441 (six thousand four hundred and forty-one) square metres, held by Deed of Transfer T83502/1994.

Conditions of payment: Ten per cent (10%) of the purchase price must be paid by way of cash or bank-guaranteed cheque immediately after the property has been declared sold, whilst the balance of the purchase price together with interest thereon at the rate of 15,5% (fifteen comma five per cent) per annum as from the date of sale up to the date of registration of transfer, must be paid in cash against registration of transfer. The purchaser must furthermore within fourteen (14) days after the sale supply the attorney of the Judgment Creditor with a bank or building society guarantee for due compliance with all his obligations in terms of the conditions of sale, which guarantee must be approved by the said attorney. All payments must be made free of bank commission at Port Nolloth or at such other place as the attorney of the Judgment Creditor may appoint.

Conditions of sale: The conditions of sale are available for inspection at the office of the Sheriff of the Magistrate's Court, Port Nolloth.

Dated at Cape Town this 10th day of February 1997.

Crossley & Dykman, Plaintiff's Attorneys, 703 Groote Kerk Building, 39 Adderley Street, Cape Town, 8001. (Ref. D. Dykman.cr/Z00195.)

Case No. 11102/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Judgment Creditor, and KEVSOR CC, Judgment Debtor

In pursuance of a judgment granted on 18 November 1996, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 7 April 1997 at 14:00, at Kuils River Court-house:

Description: Erf 12921, Kraaifontein, situated in the Metropolitan Substructure of Kraaifontein, Division of Paarl, in extent two hundred and fifty-two (252) square metres, held by Deed of Transfer 93626/95.

Postal address: 23 Winterberg Street, Bergsig.

Improvements: Dwelling: Three bedrooms, kitchen, bathroom and lounge (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per cent) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 19,25% (nineteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 12th day of February 1997.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, De Tyger Building, corner of McIntyre and Hannes Louw Drive (P.O. Box 713), Parow, 7500. [Tel. (021) 92-6017.]

Case No. 94777/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between NBS BANK LIMITED, Plaintiff, and DAVID BRIAN DE VOS, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 8 November 1996 and a writ of execution dated 6 December 1996, the property listed hereunder will be sold in execution on Thursday, 27 March 1997 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 864, Port Elizabeth Central, Municipality and Division of Port Elizabeth, measuring 517 (five hundred and seventeen) square metres, situated at 26 St Phillips Street, Central, Port Elizabeth.

Improvements: Although not guaranteed, it consists of lounge, dining-room, entrance hall, family room, kitchen, pantry, two bedrooms, bathroom, shower, w.c., garage, with a jacuzzi room, study, w.c. and shower at rear of garage and swimming-pool.

Material conditions of sale:

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

2. 10% (ten per cent) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 21,25% (twenty-one comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of transfer.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth this 12th day of February 1997.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street (P.O. Box 59), Port Elizabeth. [Tel. (041) 56-2885.]

Case No. 1639/96

IN THE HIGH COURT OF SOUTH AFRICA

(South Eastern Cape Local Division)

In the matter between FIDELITY BANK LIMITED (incorporating EASTERN PROVINCE BUILDING SOCIETY), Plaintiff, and VANESSA HORTON, Defendant

In pursuance of a judgment of the above Honourable Court dated 14 August 1996 and an attachment in execution dated 26 August 1996, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 4 April 1997 at 15:00:

Erf 745, Amsterdamhoek, in the Municipality and Division of Port Elizabeth, in extent 877 square metres, situated at 60 Himeville Drive, Bluewater Bay, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof comprising lounge, dining-room, kitchen, three bedrooms and bathroom.

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

The conditions of sale will be read prior to the sale and may be inspected at the office of the Deputy Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of the Plaintiff at 94 Main Street, Port Elizabeth, Tel. 55-1300.

Terms: 10% (ten per cent) and Deputy Sheriff's charges of 5% (five per cent) on the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000 and thereafter 3% (three per cent) up to a maximum fee of R7 000, subject to a minimum of R260, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Deputy Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth this 17th day of February 1997.

Loon & Connellan, Plaintiff's Attorneys, 4 Cape Road, Central, Port Elizabeth. (Ref. AB/lc/F110.)

Case No. 245/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBANY HELD AT GRAHAMSTOWN

In the matter between STOCK OWNERS (EASTERN CAPE) (CO-OPERATIVE) LIMITED, Plaintiff, and H. M. MDLELENI trading as MALINGA BUTCHERY, Defendant

In execution of a judgment granted in the above Court on 7 November 1995, the following property will be sold by public auction at the Magistrate's Court, Peddie, on Wednesday, 26 March 1997 at 11:00:

Erf 84, Division of Peddie, measuring 695 square metres, held under Deed of Transfer T2293/94.

The vacant property is situated at Begha.

Conditions of sale:

1. The property will be sold voetstoots to the highest bidder by public auction subject to any servitudes and conditions attaching to the property contained in the relevant title.

2. All Municipal and Divisional Council rates shall be paid in full prior to transfer.

3. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 days after the date of the sale.

4. The purchaser shall pay the auctioneer's charges on the day of the sale.

5. The full conditions of sale may be inspected at the offices of the Sheriff and at the offices of the Attorneys for the Plaintiff.

Wheeldon Rushmere & Cole, Attorneys for Plaintiff, 119 High Street, Grahamstown. (Ref. Mr Laing.)

Case No. 12424/96

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

In the matter between SAAMBOU BANK LIMITED, Judgement Creditor, and J. D. and M. FELL, Judgment Debtors

The undermentioned property will be sold in execution at the premises at 6 Walton Street, Northpine, Brackenfell, on 23 April 1997 at 13:45:

Erf 6340, Brackenfell, situated in the area of the Eastern Substructure, Stellenbosch Division, Western Cape, in extent 286 (two eight six) square metres.

Comprising Tiled roof, brick walls, lounge, kitchen, three bedrooms, bathroom and a toilet.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules.

10% (ten per cent) of the price is payable at the time of the sale with the balance plus interest thereon at the bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of 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/00599.)

Case No. 12147/96

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

In the matter between NBS BANK LIMITED formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and SANDRA MARY CARELSE, First Defendant, and MARGARET, SOLOMONS, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 23 December 1996, the property listed hereunder, and commonly known as 6 Smarag Crescent, Forest Heights, Kleinvlei, will be sold in execution at the premises on Wednesday, 9 April 1997 at 11:00, to the highest bidder:

Erf 4071, Kleinvlei, in the local Area of Blue Downs, Division Stellenbosch, in extent 289 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence, comprising four bedrooms, lounge, kitchen, bathroom, toilet and single garage.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Road, Bellville, 7530. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 27th day of January 1997.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D. Brandt/N.2280.)

Case No. 21139/90

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

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. 87/01384/06), Plaintiff, and RODNEY BRIAN CARR, Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 8 June 1990, the property listed hereunder, and commonly known as 55 Ashford Road, Heathfield, will be sold in Execution at the premises on Tuesday, 1 April 1997 at 12:00, to the highest bidder:

Erf 80706, Cape Town at Heathfield, situated in the Municipality of Cape Town, Cape Division, in extent 497 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, TV room, kitchen, bathroom and granny flat comprising room, lounge, kitchen and bathroom.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 27th day of January 1997.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N. B. S. Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D Brandt/N. 660.)

Saak No. 3107/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KNYSNA GEHOU TE KNYSNA

In die saak tussen NEDCOR BANK BEPERK, voorheen NEDPERM BANK BEPERK, Eksekusieskuldeiser en ARMIEN SEDICK JAPPIE en FARIEDA JAPPIE, Eksekusieskuldenaar

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Knysna, en 'n lasbrief vir eksekusie gedateer 17 Januarie 1997, sal die volgende eiendom in eksekusie verkoop word op Dinsdag, 25 Maart 1997 om 10:00, te die Landdroskantore, Hoofstraat, Knysna, naamlik:

Erf 1824, Knysna, in die munisipaliteit Sedgefield, afdeling Knysna, ook bekend as Plumbagostraat 16, Sedgefield, groot 715 vierkante meter, gehou kragtens Transportakte T33603/94.

Verbeterings: Leë erf.

Verkoopvoorwaardes:

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

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

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

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

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

Gedateer te George hierdie 14de dag van Februarie 1997.

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

Case 3016/94

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Execution Creditor, and ABRAHAM BESTER AND KATRIENA BESTER, Execution Debtors

The following property will be offered for sale in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 4 April 1997 at 11:30:

Erf 7648, Vredenburg, in the Municipality of Vredenburg–Saldanha, Administrative District, Malmesbury, in extent 425 square metres, also known as 123 Erica Street, Vredenburg.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling with lounge, kitchen, three bedrooms and bathroom/toilet.

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

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

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

Dated at Cape Town this 10th day of February 1997.

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

Case No. 5060/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and RORY CHARLES BRAND and SHIREEN BRAND, Defendants

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the Magistrate's Court, Kuils River, on 7 April 1997 at 14:00:

Erf 6517, Blue Downs, situated in the local area of Blue Downs, Stellenbosch Division, in extent 286 square metres, also known as 33 Nile Street, Fountain Village, Eerste River.

Conditions:

1. The following information is furnished, but not guaranteed: Brick dwelling under tiled roof with kitchen, lounge, bathroom, toilet and three bedrooms.

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

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

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

Dated at Cape Town this 10th day of February 1997.

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

Case No. 3079/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Execution Creditor, and FAWZY BASARDIEN, Execution Debtor

The following property will be offered for sale in execution, by the auctioneers, Messrs Claremart of 21 Paarden Eiland Road, Paarden Eiland, voetstoots and without reserve, to the highest bidder, at the site of the property on 2 April 1997 at 14:30:

Erf 93458, Cape Town at Muizenberg, situated in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of Western Cape, in extent 560 square metres, also known as 29 Battleridge Road, Marina da Gama.

Conditions:

1. The following information is furnished, but not guaranteed: Dwelling under tiled roof with four bedrooms, bathroom, two toilets, dining-room, lounge, kitchen, servants' quarters.

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

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

4. Conditions: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff and at the offices of the auctioneer at 21 Paarden Eiland Road, Paarden Eiland.

Dated at Cape Town this 7th day of February 1997.

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

Case No. 36614/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Execution Creditor, and MARIOUS SYSTER HECTOR and PRISCILLA DOREEN HECTOR, Execution Debtors

The property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 3 April 1997 at 14:00:

A unit consisting of Section 6 as shown and more fully described on Sectional Plan SS321/1994 in the scheme known as Hillbara Court, in respect of the land and building or buildings situated at Rosebank, in the area of the Transitional Metropolitan Substructure of Cape Town, of which the floor area, according to the said sectional plan is 39 (thirty-nine) square metres in extent, and an undivided share in the common property in the scheme 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 Deed of Transfer T17437/1995, also known as 6 Hillbara Court, Hornsey Road, Mowbray.

Conditions:

1. The following information is furnished, but not guaranteed: Ground floor sectional title flat with two bedrooms, dining-room, toilet, bathroom and kitchen.

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

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

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

Dated at Cape Town this 7th day of February 1997.

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

Saak No. M214/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KWAMHLANGA GEHOU TE KWAMHLANGA

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en JAN PHILLEMON MAHLANGU, Eksekusieskuldenaar

Kennis geskied hiermee dat die ondervermelde eiendom na aanleiding van 'n verstek vonnis wat in bogemelde Hof op 30 Augustus 1996 toegestaan is, verkoop word op Dinsdag, 8 April 1997 om 11:00, voor die Landdroskantoor te KwaMhlanga, in eksekusie, ooreenkomstig die verkoopvoorwaardes wat ter insae sal lê by die Balju kantoor te Landdroskantoor KwaMhlanga, vir 'n tydperk van 28 (agt-en-twintig) dae voor die verkoping, te wete:

Erf 729, in die dorpsgebied van KwaMhlanga, distrik KwaMhlanga, groot 555 (vyfhonderd vyf-en-vyftig) vierkante meter, gehou kragtens Grondbrief 526/87.

Die verkoping is onderhewig aan die volgende voorwaardes:

1. Onderhewig aan artikel 66 (2) van Wet 21 van 1944, sal die eiendom aan die hoogste bieder verkoop word. Indien daar 'n reserweprys is sal dit op die dag van die veiling bekend gemaak word.

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

3. Die eiendom word voetstoots verkoop.

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

Geteken te Bronkhorstspruit op hede die 12de dag van Februarie 1997.

Geo Kilian, vir Geo Kilian Prokureurs, Krugerstraat 55, Bronkhorstspruit, 1020. (Verw. Kilian/ih/Saambou67.)

Case No. 7711/95

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

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and MALCOLM JOHN CURTIS, First Defendant, and MARLENE EVELINE CURTIS, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 28 June 1995, the property listed hereunder, and commonly known as 8 San Remo Avenue, Seacrest, Strandfontein, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Tuesday 15 April 1997 at 10:00, to the highest bidder:

Erf 44843, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 308 square metres.

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

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain-South, 2 Mullberry Way, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 27th day of January 1997.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D. Brandt/N.1979.)

Case No. 33031/96

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

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and LIONEL DAVID JULIE, First Defendant, and MYRTLE LOUISA JULIE, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Wynberg, and writ of execution dated 30 September 1996, the property listed hereunder, and commonly known as 63 Springbok Street, Kewtown, Athlone, will be sold in execution at the premises on Wednesday, 2 April 1997 at 10:00, to the highest bidder:

Erf 121996, Cape Town at Athlone, in the Transitional Metropolitan Substructure Cape Town, Cape Division, Province Western Cape, in extent 274 square metres.

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

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Wynberg, 7 and 9 Electric Road, Wynberg, 7800. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 27th day of January 1997.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D. Brandt/N.2243.)

Case No. 2800/96

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

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and ALBERT TREVOR SMITH, Defendant

In pursuance of a judgment of the Magistrate's Court of Simonstown and writ of execution dated 14 October 1996, the property listed hereunder and commonly known as 11 Penguin Drive, Glen Marine, Simonstown, will be sold in execution at the premises on Wednesday, on 2 April 1997 at 11:00, to the highest bidder:

Erf 3366, Simonstown, in the area of the Transitional Metropolitan Substructure of Simonstown, Cape Division, Western Cape Province, in extent 619 square metres.

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

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Simonstown, 131 Church Street, Simonstown, 7975. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 27th day of January 1997.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D. Brandt/N.2204.)

Case No. 11121/96

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

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and LOGANDRAN NAICKER, Defendant

In pursuance of a judgment of the Magistrate's Court of Kuils River and writ of execution dated 27 November 1996, the property listed hereunder, and commonly known as 18 Teal Avenue, Electric City, Blue Downs, Eerste River, will be sold in execution in front of the Magistrate's Court, Kuils River, on Thursday, 3 April 1997 at 09:00, to the highest bidder:

Erf 6314, Blue Downs, situated in the Lower Kuils River 1 Local Area, Division of Stellenbosch, in extent 375 square metres.

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

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Kuils River, 29 Northumberland Road, Bellville, 7530. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 27th day of January 1997.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D. Brandt/N.2274.)

Saak No. 3549/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VREDENBURG GEHOU TE VREDENBURG

In die saak tussen NEDPERM BANK BEPERK, Eiser, en JOHN CHARLES BOUWERS, Eerste Verweerder, en MARGARET JOHANNA BOUWERS, Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Landdroshof gedateer 4 November 1996, in bogemelde aangeleentheid, sal die eiendom bekend as Erf 6488, Juliessirkel 364, Louwville, Vredenburg, per publieke veiling aan die hoogste bieder verkoop word by Erf 6488, Juliessirkel 364, Louwville, Vredenburg, op 4 April 1997 om 13:30, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die Geregsbode te Vredenburg en wat deur die afslaer voor die verkoping afgelees sal word, van welke voorwaardes die belangrikste die volgende is:

(a) Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, asook onderworpe aan die bepalings van Wet No. 3 van 1966, soos gewysig, en Wet No. 36 van 1966, soos gewysig;

(b) een tiende van die koopprys sal betaal word in kontant of by wyse van 'n bankgewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport;

(c) die koper sal verantwoordelik wees vir die betaling van alle transportkoste, hereregte, agterstallige belastings en diensgelde en enige bykomende koste; en

(d) besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

Erf 6488, Vredenburg, geleë in die munisipaliteit Vredenburg–Saldanha, administratiewe distrik Malmesbury, groot 276 (tweehonderd ses-en-sewentig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T51799/92 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek maar nie gewaarborg nie: Tweeslaapkamerhuis met sitkamer, eetkamer, toilet, kombuis en asbesdak.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Stellenbosch op hierdie 12de dag van Februarie 1997.

G. J. Erasmus, vir Cluver Markotter, S.A. Permanentegebou, Pleinstraat 4, Vredenburg, 7600. (Verw. GJE/wp/M10902.)

Saak No. 11718/96

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen ABSA BANK BEPERK (ALLIED BANK DIVISIE), Eiser, en JAPHTA MAARMAN, Eerste Verweerder, en AUDREY MAARMAN, Tweede Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 24 Oktober 1996, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 27 Maart 1997 om 11:00, voor die Landdroskantoor, te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 18551, Uitenhage, in die gebied Uitenhage Plaaslike Oorgangsraad, afdeling Uitenhage, provinsie Oos-Kaap, groot 519 (vyfhonderd-en-negentien) vierkante meter, gehou kragtens Transportakte T42200/93, geleë te John Disselweg 34, Uitenhage.

Alhoewel niks gewaarborg word nie, word dit verstaan dat die eiendom verbeter is met 'n woning van steen onder 'n teëldak wat bestaan uit sitkamer, drie slaapkamers, kombuis en badkamer met toilet.

Terme en voorwaardes: Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan tydens die verkoping plus Balju (afslaers) koste teen 5% (vyf persent) op die eerste R30 000 (dertigduisend rand) en daarna 3% (drie persent) tot 'n maksimum fooi van R7 000 (seweduisend rand), vir die balans moet 'n aanneembare bank of bouverenigingwaarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

Voorwaardes van verkoping: Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, mnr. P. le Roux, Bairdstraat 4, Uitenhage.

Gedateer te Uitenhage op hierdie 21ste dag van Februarie 1997.

Kitchings, Eiser se Prokureurs, Pro-Ecclesiagebou, Kerkstraat, Uitenhage. (Verw. EJK/kj/E0168A.)

Case No. 7696/91

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

In the matter between UNITED BANK, Judgment Creditor, and BARNETT SISSEL MOSES MATTHEWS, First Judgment Debtor, and RAGEL MATTHEWS, Second Judgment Debtor

In pursuance of a judgment in the Magistrate's Court for the District of Paarl and a writ of execution dated 2 November 1993, the following property will be sold in execution, at the premises, on Tuesday, 15 April 1997 at 10:00, to the highest bidder:

Certain Erf 17838, Paarl, in the Municipality and Division of Paarl, Province of the Western Cape, in extent 240 (two hundred and forty) square metres, held by Deed of Transfer T2200/1990, also known as 15 Amaryllis Street, Groenheuwels, Paarl.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: Lounge, kitchen, two bedrooms and toilet.

3. *Payment:* Ten per centum (10%) of the purchase price shall be paid in cash at the time of the sale and the full balance thereof together with interest at the current rate of 19,25% (nineteen comma two five per centum) per annum calculated on the amount of the Judgment Creditor's claim (and in the event of there being any preferent creditor then also the interest payable upon such 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.

4. *Conditions:* The full 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.

Faure & Faure Inc., United Building Society, 31 Lady Grey Street, Paarl. (Ref. Z. K. Meyer.)

Case No. 1181/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBANY HELD AT GRAHAMSTOWN

In the matter between BOLAND BANK PKS BEPERK, Plaintiff, and DAN LAWTON ROE JOHN DANCKWERTZ KEEVY, First Defendant, ELIZABETH GERTHA KEEVY, Second Defendant, and HAZEL AGNES KEEVY, Third Defendant

In pursuance of a judgment of the above Honourable Court dated 4 July 1996 and attachment dated 7 August 1996, the following immovable property of the Second Defendant will be sold in front of the Magistrate's Court, High Street, Grahamstown, by public auction on 26 March 1997 at 12:00:

Erf 5235, Grahamstown, in the area of the Grahamstown Transitional Local Council, Division of Albany, Province of the Eastern Cape, in extent 2 353 (two thousand three hundred and fifty-three) square metres, held by the Second Defendant by Deed of Transfer T50020/83, 19 Ilchester Road, Grahamstown.

Whilst nothing is guaranteed it is understood that the improvements on the property consist of a eight roomed brick under iron dwelling-house with two bedrooms and shower, usual outbuildings, double carport and garden surrounded by brick and stone walls.

The purchaser must make a deposit of ten per centum (10%) of the purchase price, pay the fees of the Sheriff of the Magistrate's 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 Magistrate's 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 Magistrate's Court which conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 44 Beaufort Street, Grahamstown.

Dated at Grahamstown on this 21st day of February 1997.

Dold & Stone, Attorneys for Plaintiff, 100 High Street, Grahamstown. (Ref. Mr T. C. White.)

Case No. 7774/96
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 STEPHEN GERALD MEIGHAN, 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 6 Yselstein Road, Glencairn Heights, Simon's Town, on Wednesday, 7 May 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, 129/131 St. George's Street, Simon's Town.

Erf 2111, Simon's Town, situated in the area of the Transitional Metropolitan Substructure of Simon's Town, Cape Division, Province of the Western Cape, in extent 900 (nine hundred) square metres and situated at 6 Yselstein Road, Glencairn Heights, Simon's Town.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 95 (ninety-five) square metre main dwelling consisting of a kitchen, lounge/dining-room, three bedrooms and a bathroom with water closet.

Terms:

1. 10% (ten per cent) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 cent) up to a maximum fee of R7 000 (seven thousand rand) minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town this 20th day of February 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront (P.O. Box 67), Docex 87, Cape Town. (Tel. 419-5414.) (Ref. W. D. Inglis/cs/S2448/5670.)

Case No. 14582/96
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 ERNEST THEMBISILE MBONGO, 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, 22 May 1997 at 09:30, 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 10141, Guguletu, situated in the area of the Ikapa Town Council, Administrative District of the Cape, in extent 250 (two hundred and fifty) square metres and situated at 41 Tambo Street, Khanya Park.

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

Terms:

1. 10% (ten per cent) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank 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 cent) up to a maximum fee of R7 000 (seven thousand rand) minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town this 20th day of February 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront (P.O. Box 67), Docex 87, Cape Town. (Tel. 419-5414.) (Ref. W. D. Inglis/cs/S2539/5803.)

Case No. 5586/96

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

ABSA BANK LIMITED, trading as UNITED BANK *versus* CLIVE CEDRIC FACOLINE and MARGARET FRANCES FACOLINE

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Courthouse for the District Kuils River, on Thursday, 27 March 1997 at 14:00:

Erf 1549, Scottsdene, in the local area of Scottsdene, in extent 359 (three hundred and fifty-nine) square metres, held by Deed of Transfer T56083/93 and situated at 4 Bonnie Close, Parkhurst, Kraaifontein, 7570.

Conditions of sale:

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

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

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 19, 25% (nineteen comma twenty-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 (fourteen) days of the date of sale.

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

Dated at Bellville on this 4th day of February 1997.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00487.)

Case No. 9959/96

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

ABSA BANK LIMITED, trading as UNITED BANK *versus* ANDRE DANNHAUSER and LIZLE DANNHAUSER

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Courthouse for the District Kuils River, on Thursday, 27 March 1997 at 14:00:

Remainder Erf 10098, Kraaifontein, in the area of the Metropolitan Transitional Substructure, in extent 822 (eight hundred and twenty-two) square metres, held by Deed of Transfer T9795/96 and situated at 59 Tennyson Street, Windsor Park, Kraaifontein, 7570.

Conditions of sale:

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

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising a lounge, two kitchens, three bedrooms, two bathrooms/and w.c., servants' room and garage.

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

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

Dated at Bellville on this 4th day of February 1997.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00690.)

Case No. 8707/96

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

ABSA BANK LIMITED, trading as UNITED BANK *versus* DUNCAN WAYNE FELL

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 Kuils River, on Thursday, 27 March 1997 at 14:00:

Erf 4998, Blue Downs, in the local area of Blue Downs, in extent 312 (three hundred and twelve) square metres, held by Deed of Transfer T91343/94 and situated at 12 Winchester Street, The Conifers Blue Downs.

Conditions of sale:

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

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

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 19, 25% (nineteen comma twenty-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 (fourteen) days of the date of sale.

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

Dated at Bellville on this 4th day of February 1997.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00606.)

Case No. 6893/92

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

ABSA BANK LIMITED, trading as UNITED BANK *versus* ABDULLA JACOBS and JULIANA JACOBS

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 Kuils River, on Thursday, 27 March 1997 at 14:00:

Erf 4946, Blue Downs, in the lower Kuils River 1 Local area, in extent 287 (two hundred and eighty-seven) square metres, held by Deed of Transfer T10449/90 and situated at 3 Waterland Road, Blue Downs, Eerste River, 7100.

Conditions of sale:

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

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

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 20% (twenty 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 (fourteen) days of the date of sale.

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

Dated at Bellville on this 4th day of February 1997.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG W13550.)

Case No. 10363/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Judgment Creditor, and NICOLAAS ABRAHAMS, First Judgment Debtor, and BRENDA MAGDELENE ABRAHAMS, Second Judgment Debtor

In pursuance of a judgment granted, on 11 November 1996, in the Kuils River, Magistrate's Court, the following property wil be sold to the highest bidder, on 2 April 1997 at 14:00, at Kuils River Court-house:

Description: Erf 1859, portion of Erf 865, Gaylee in the local area of Melton Rose, Stellenbosch Division, in extent 363 (three hundred and sixty-three) square metres.

Postal address: 9 Starling Street, Kleinvlei.

Improvements: Dwelling: Three bedrooms, lounge, kitchen, bathroom and toilet (not guaranteed), held by Deed of Transfer 5642/88.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 19, 25% (nineteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Parow this 11th day of February 1997.

Saaiman W. J. M., for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, De Tyger Building, c/o McIntyre and Hannes Louw Drives (P.O. Box 713), Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z00788/WS/Mrs Wolmarans.)

Case No. 8649/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Judgment Creditor, and SYBRANDT JACOBUS BURGER, Judgment Debtor

In pursuance of a judgment granted, on 21 October 1996, in the Kuils River, Magistrate's Court, the following property wil be sold to the highest bidder, on 2 April 1997 at 14:00, at Kuils River Court-house:

Description: Erf 8417, Kraaifontein, in the municipality of Kraaifontein, Paarl Division, in extent 565 (five hundred and sixty-five) square metres.

Postal address: 145 Darwin Street, Kraaifontein.

Improvements: Dwelling: Three bedrooms, kitchen, lounge, dining-room, two bathrooms, toilet and double garage (not guaranteed), held by Deed of Transfer 94705/93.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 19, 25% (nineteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Parow this 11th day of February 1997.

Saaiman W. J. M., for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, De Tyger Building, c/o McIntyre and Hannes Louw Drives (P.O. Box 713), Parow, 7500. [Tel. (021) 92-6017.] (Ref. WS/Mrs Wolmarans.)

Case No. 10394/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Judgment Creditor, and ARNOLD GODFREY ADAMS, First Judgment Debtor, and JULIANA ADAMS, Second Judgment Debtor

In pursuance of a judgment granted, on 11 November 1996, in the Kuils River, Magistrate's Court, the following property wil be sold to the highest bidder, on 2 April 1997 at 14:00, at Kuils River Court-house:

Description: Erf 1424, Gaylee in the local area of Melton Rose, Administrative District of Stellenbosch, in extent 300 (three hundred) square metres.

Postal address: 43 Franshoek Road, Blackheath.

Improvements: Dwelling: Three bedrooms, lounge, kitchen, bathroom and toilet (not guaranteed), held by Deed of Transfer 6035/88.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 19, 25% (nineteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Parow this 10th day of February 1997.

Saaiman W. J. M., for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, De Tyger Building, c/o McIntyre and Hannes Louw Drives (P.O. Box 713), Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z00787/WS/Mrs Wolmarans.)

Saak No. 655/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELLINGTON GEHOU TE WELLINGTON

In die saak tussen NEDCOR BANK BEPERK, Vonnisskuldeiser, en JOHN HENDRY RICHARD HARDNICK, Eerste Vonnisskuldenaar, en LUCY HARDNICK, Tweede Vonnisskuldenaar

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Wellington in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Donderdag, 27 Maart 1997 om 10:00, te Davidslaan 38, Wellington:

Erf 5368, Wellington, in die munisipaliteit Wellington, afdeling Paarl, groot 372 (driehonderd twee-en-sewentig) vierkante meter, gehou deur die Vonnisskuldenaars kragtens Transportakte T55139/91, en geleë te Davidslaan 38, Wellington, onderworpe aan die veilsvoorwaardes hieronder uiteengesit.

Die volgende verbeteringe word aangegee maar nie gewaarborg nie: Woning bestaande uit sitkamer, drie slaapkamers en kombuis.

Veilingvoorwaardes:

1. Die eiendom word voetstoots aan die hoogste bieder verkoop onderworpe aan die voorwaardes en bepalinge van die Wet op Landdroshowe, Wet 32 van 1944, soos gewysig en die reels 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 belastings en diensgelde en enige bykomende onkoste, insluitende BTW.

4. Besit van die eiendom sal gegee en geneem word op die datum van die geregtelike veiling onderworpe aan bestaande huurkontrakte, indien enige.

5. Die volledige voorwaardes van die geregtelike veiling sal voor die veiling voorgelees word en is ter insae by die kantoor van die Balju, Wellington.

Gedateer te Paarl hierdie 7de dag van Maart 1997.

Gaum & Nel, Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

Case No. 10696/93

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

In the matter between NBS BANK LIMITED (Reg No. 87/01384/06), Execution Creditor, and THOZAMILE FANNIE BASHOLO, First Execution Debtor, and MENZILE NELSON BASHOLO, Second Execution Debtor

In execution of the judgment of the Magistrate's Court of Kuils River, in the above matter, a sale will be held on Thursday, 3 April 1997 at 09:00, in front of the Kuils River Magistrate's Court-house:

Erf 6265, Blue Downs, in the local area of Blue Downs, Division of Stellenbosch, situated at 8 Sunbird Way, Electric City, Blue Downs, measuring three hundred and ninety (390) square metres.

Description: A home consisting of two bedrooms, bathroom, toilet, lounge and kitchen, held by Title Deed T62791/92.

Conditions of sale:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 31 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of Section 66 of the above act.

2. One tenth (1/10) of the purchase price shall be paid in cash or by means of bank-marked cheque immediately after the property is declared to be sold and the balance of the purchase price, together with interest thereon at the ruling building society rate to be paid against registration of transfer, and secured within fourteen (14) days after date of sale by a bank or building society guarantee and subject to the further conditions which may be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court, Kuils River. (Tel. 948-8326.)

Dated at Cape Town on this 6th day of February 1997.

Arthur E. Abrahams & Gross Inc., Plaintiff's Attorneys, 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z26589.)

Case No. 5920/96

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

In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff (Execution Creditor), and ARNOLD FORTUNE, First Defendant (First Execution Debtor), and CHARMAINE FORTUNE, Second Defendant (Second Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate of Goodwood and a writ of execution, dated 21 June 1996, a sale in execution will take place on Thursday, 3 April 1997 at 11:00, at the Court-house of Goodwood:

Certain Erf 129717, Cape Town, at Bonteheuwel, in the area of the Transitional Metropolitan Substructure Cape Town, Cape Division, Western Cape Province, situated at 33 Turksvy Road, Bonteheuwel, measuring 306 (three hundred and six) square metres, held by the Execution Debtor under Deed of Transfer T32944/95.

The property is a single storey brick wall dwelling with asbestos roof, comprising approximately two bedrooms, lounge, kitchen and bathroom.

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 30 (thirty) days after the date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Goodwood shall be the auctioneer.

Dated at Cape Town this 31st day of January 1997.

T. A. Goldschmidt, for MacCallums, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/JJ.)

Case No. 7325/96

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

In the matter between ABSA BANK LTD, formerly trading as ALLIED, Plaintiff (Execution Creditor), and GREGORY MARTHINUS, First Defendant (First Execution Debtor), and MICHELLE DALENE MARTHINUS, 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 2 August 1996, a sale in execution will take place on Wednesday, 2 April 1997 at 14:00, at the Court-house, Kuils River, of:

Certain Erf 627, Eerste River, situated in the Area of the Transitional Metropolitan Substructure of Melton Rose, Blue Downs, Division Stellenbosch, Western Cape Province, situated at 10 Breesand Street, Eerste River, measuring 496 (four hundred and ninety-six) square metres, held by the Execution Debtors under Deed of Transfer T83624/95 dated 15 September 1995.

The property is a single-storey dwelling of brick walls under asbestos roof comprising approximately three bedrooms, garage, 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 of building society guarantee to be furnished within thirty (30) days after the date of sale.

The sale shall also be subject to further conditions which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Magistrate's Court for the District of Kuils River, who shall be the auctioneer.

Dated at Cape Town on this 5th day of February 1997.

T. A. Goldschmidt, for MacCallums, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/JJ/V57528.)

Case No. 19587/96

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

In the matter between FEDERATED TIMBERS (PTY) LTD, trading as W F JOHNSTONE BOARDS & DOORS, Plaintiff, and Mr R. SCHLOSS, Defendant

The following property will be sold voetstoots and without reserve in execution by public auction on site, to the highest bidder on Tuesday, 15 April 1997 at 10:00:

Portion of Erf 120601, Cape Town at Retreat, in the Area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, in extent 269 (two hundred and sixty-nine) square metres.

Address: 30 Banjo Street, Steenberg.

Conditions of sale:

The following information is furnished but not guaranteed:

1. Brick dwelling consisting of two bedrooms, bathroom, kitchen and lounge.

2. The full and complete conditions of sale will lie for inspection at the offices of the Sheriff of the Court.

3. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 16% (sixteen per cent) per annum from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Wynberg on this 3rd day of February 1997.

Buchanan Boyes, 64 Church Street, Wynberg; P.O. Box 45, Wynberg, 7800. (Tel. 797-5276/7/8/9.) (Ref. LN/LOS001.)

Saak No. 7903/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

In die saak tussen KIMBERLEY MUNISIPALITEIT, Eiser, en A. OOR, Verweerder

Kragtens 'n uitspraak van die Hof van die Landdros Kimberley, op 7 Augustus 1995 en 'n lasbrief vir eksekusie sal die volgende eiendom in eksekusie verkoop word op Donderdag, 20 Maart 1997 om 10:00, voor die Landdroskantoor, te Kimberley, deur die Balju, Kimberley, aan die persoon wat die hoogste aanbod maak naamlik:

Sekere Erf 17737, Kimberley, geleë in die Munisipaliteit en Administratiewe distrik Kimberley, beter bekend as Hammerkopstraat 189, Roodepan, Kimberley, groot 325 vierkante meter, gehou kragtens Transportakte T3799/92, onderworpe aan Verbandakte B2321/93 ten gunste van Kimberley Munisipaliteit.

Die verkoopvoorwaardes lê ter insae by die Eiser se prokureur, en by die Balju, Woodleystraat 36, Kimberley.

Geteken te Kimberley op hierdie 7de dag van Februarie 1997.

K. J. Spangenberg, vir Van de Wall & Vennote, Van de Wallgebou, Southeystraat, Kimberley. (Ref. mnr. K. Spangenberg/zlr/ZD7083.)

Case No. 9541/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and CHARLES JOHANNES KORDOM, First Defendant, SHIRLEY ROSLAND KORDOM, Second Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River dated 14 October 1996, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at 38 Jakaranda Street, Kleinvlei, Eerste River, to the highest bidder on 8 April 1997 at 12:00:

Remainder Erf 440, Eerste River, in the Local Area of Melton Rose, Division of Stellenbosch, in extent 496 (four hundred and ninety-six) square metres, street address at 38 Jakaranda Street, Kleinvlei, Eerste River.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: Three bedrooms, lounge, dining-room, kitchen, bathroom, toilet and single garage.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Kuils River.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 19,25% (nineteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 16th day of January 1997.

Sonnenberg Hoffman & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St. George's Mall, Cape Town. (Ref. Mr R. Gootkin/CF/M186216.)

Case No. 3984/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and Mr J. G. SMIT, Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuilsriver and writ of execution dated 30 April 1996, the property listed hereunder will be sold in execution on 3 April 1997 at 12:00, at 10th Avenue 46, Kraaifontein, to the highest bidder:

Certain Erf 6199, Kraaifontein, in the Area of the Metropolitan Substructure of Kraaifontein, Division Paarl, Western Cape, and situated at 10th Avenue 46, Kraaifontein, in extent 496 (four hundred and ninety-six) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Four bedrooms, lounge, kitchen, dining-room, two bathrooms and double garage.

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 on this 16th day of January 1997.

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (Ref. INV/MB/N0090.)

Saak No. 417/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen ABSA BANK BEPERK, handeldrywende as VOLKSKAS BANK, Eiser, teen Dr JOHN WILLIAM RAUTENBACH, Verweerder

Die volgende eiendom sal in eksekusie verkoop word te Dierama Slot 6, Gordonsbaai op Woensdag, 26 Maart 1997 om 11:00, aan die hoogste bieër:

Erf 4457, Gordonsbaai in die munisipaliteit Helderberg Afdeling, Stellenbosch, provinsie Wes-Kaap, groot 710 (sewe honderd en tien) vierkante meter, gehou kragtens Akte van Transport T82763/1993, ook bekend as Dierama Slot 6, Gordonsbaai.

1. Die volgende verbeteringe word gemeld, maar nie gewaarborg nie: Onverbeterde eiendom.

2. *Betaling:* Tien per centum (10%) van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans [plus rente teen die heersende koers van 16% (sestien persent) per jaar bereken op die Vonnisskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag] teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping afgelewer moet word.

3. Die Balju sal van enige bieër vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju.

Geteken te Somerset-Wes op 22 Januarie 1997.

N. J. le Roux, vir Miller Bosman Le Roux Ingelyf, Prokureur vir Vonnisskuldeiser, Volkskasgebou, Hoofstraat, Somerset-Wes. (Verw. Mnr. Le Roux/svdb/Z01271.)

Case No. 31901/96

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

In the matter between ABSA BANK LTD, formerly trading as UNITED, Plaintiff (Execution Creditor), and HEINRICH ADOLF SCHLOSZ, First Defendant (First Execution Debtor), and BRIDGETTE SANDRA SCHLOSZ, Second Defendant (Second Execution Debtor)

In pursuance of a judgment given in the Court of the Magistrate of Wynberg and a writ of execution dated 7 November 1996, a sale in execution will take place on Tuesday, 1 April 1997 at 11:00, at the premises, namely 50 Empire Road, Green Peace Village, York Road, Wetton, of:

Certain Erf 1353, Wetton, in the area of the Transitional Metropolitan Substructure of Ottery East, Cape Division, measuring 160 (one hundred and sixty) square metres, held by the Execution Debtor under Deed of Transfer T17292/95, dated 14 November 1994.

The property is a single-storey dwelling of brick walls under tiled roof comprising approximately three bedrooms, kitchen, lounge, 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 Wynberg who shall be the auctioneer.

Dated at Cape Town on this 22nd day of January 1997.

T. A. Goldschmidt, for MacCallums, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/JJ/V57964.)

Case No. 6911/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and GRAHAM DANIEL DU PLESSIS, First Defendant, and SUSANNA JOHANNA DU PLESSIS, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 2 April 1997 at 14:00, in front of the Magistrate's Court for the District of Kuils River to the highest bidder:

Erf 12735 (portion of Erf 12686), Kraaifontein, 252 (two hundred and fifty-two) square metres, held by Deed of Transfer T43003/94, situated at 25 Matroosberg Close, Kraaifontein, two bedrooms, bathroom/toilet, lounge and kitchen.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale; the balance [plus interest at the current rate of 20% (twenty per cent) per annum, calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. C. Silverwood/Z01650.)

Case No. 3369/96

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

In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Judgment Creditor and BRONWYN GEMIAN McKEITH, First Execution Debtor, and BRONWEN CLAIRE McKEITH, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Simonstown, the following will be sold in execution on 2 April 1997 at 15:30, on site to the highest bidder:

Erf 148163, a united consisting of Section 5, as shown and more fully described on Sectional Plan SS293/91, in the scheme known as Ilderton Mews, 75 (seventy-five) square metres, held by Deed of Transfer ST8492/96, situated at 5 Ilderton Mews, Harmony Way, Retreat, and consisting of three bedrooms, bathroom, two toilets, lounge/dining-room and kitchen.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution-guaranteed cheque at the time of the sale. The balance [plus interest at the current rate of 20% (twenty per cent) per annum calculated on the Capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. C. L. Silverwood/Z01520.)

Case No. 8420/96

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

In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, Plaintiff, and SHAUNN JORDAAN, First Defendant, and BRIDGETTE CHERYL JORDAAN, Second Defendant

In pursuance of a judgment of the above Honourable Court, the property described hereunder will be sold at the Mitchells Plain Court-house, on Thursday, 27 March 1997 at 10:00, namely:

Erf 35020, Mitchells Plain, situated in the City of Cape Town, Cape Division, Province of Western Cape, in extent 143 (one hundred and forty-three) square metres, held by Deed of Transfer T53615/1995, commonly known as 43 Palistrina Street, Eastridge, Mitchells Plain, which property is said, without warranty as to the corectness thereof, to comprise of: semi-detached dwelling, brick building, tiled roof, three bedrooms, kitchen, lounge and bathroom/toilet.

Conditions of sale:

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

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the current bank rate to be paid against registration of transfer, which shall be given and taken as soon as possible after the sale.

3. The balance [plus interest at the current rate of 20,25% (twenty comma two five per cent) per annum, subject to change, calculated on the capital Judgment Creditor's claim from date of sale to date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

Dated at Cape Town this 3rd day of February 1997.

Lindsay & Associates, Attorneys for Plaintiff, Seventh Floor, 56 Shortmarket Street, Cape Town, 8001. (Tel. 23-7300.) (Ref. Mrs Waters/jm.)

Case No. 61389/91

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

In the matter between NBS BANK LIMITED, Plaintiff, and Mr Z. G. MQOBOKA, First Defendant, and Mr N. M. MQOBOKA, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg and writ of execution dated 25 May 1993, the property listed hereunder will be sold in execution on 20 March 1997 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 23743, Khayelitsha, in the Local Area of the Town Council of Lingelethu West, Division Cape, Western Cape, and situated at Stand 23743, Khayelitsha, in extent 113 (one hundred and thirteen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling, brick walls under asbestos tile roof consisting of bedroom, bathroom/toilet and handbasin, kitchen and lounge.

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 Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 5th day of February 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. N. Marius/mb/NZ147.)

Case No. 5472/95

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

In the matter between NBS BANK LIMITED, Plaintiff, and Mr S. G. NGWEYE, First Defendant, and Mr F. NGWEYE, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Mictchells Plain and writ of execution dated 9 December 1996, the property listed hereunder will be sold in execution on 20 March 1997 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 21286, Khayelitsha, in the area of the Jurisdiction of The Cape, Cape Division, Western Cape, and situated at Stand 21286, Khayelitsha, in extent 112 (one hundred and twelve) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling, brick walls under asbestos roof consisting of bedroom, bathroom/toilet and handbasin, kitchen and lounge.

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 Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 5th day of February 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. N. Marius/mb/NZ658.)

Case No. 61380/91

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

In the matter between NBS BANK LIMITED, Plaintiff, and Mr K. E . MOLELLE, First Defendant, and Mr N. P. MOLELLE, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg, and writ of execution dated 2 January 1992 the property listed hereunder will be sold in execution on 20 March 1997 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 21432, Khayelitsha, in the Local Area of the Town Council of Lingelethu West, Cape Division, Western Cape, and situated at 64 Imam Solomons Close, Mandela Park, Khayelitsha, in extent 157 (one hundred and fifty-seven) square metres.

The following improvements are reported to be on the property, but nothing is guanranteed: Single dwelling, brick walls under asbestos roof consisting of two bedrooms, bathroom/toilet and handbasin, kitchen, lounge and dining-room.

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 offices of the Sheriff of the Court, in Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood on this 5th day of February 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. N. Marais/mb/NZ142.)

Saak No. 7745/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eiser, en MARIE R. DE JAGER, Verweerderes

Ten uitvoering van die vonnis van die Landdroshof, Kuilsrivier, gedateer 14 Augustus 1996, sal die onroerende goed hieronder beskryf op Donderdag, 27 Maart 1997 om 14:00, by die Landdroshof te Kuilsrivier, per publieke veiling in eksekusie verkoop word aan die hoogste bieër:

Erf 1849, Eersterivier, geleë in die Gebied van die Metropolitaanse Oorgangsubstruktuur van Melton Rose/Blue Downs, afdeling Stellenbosch, provinsie Wes-Kaap, groot 400 (vierhonderd) vierkante meter, gehou kragtens Transportakte T21566/1988, ook bekend as Marmrestraat 38, Eersterivier.

'n Woonhuis bestaande uit drie slaapkamers, sitkamer, kombuis, badkamer en toilet.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die voorwaardes van die transportaktenommer waaronder die eiendom gehou word.

2. Een tiende ($^1/_{10}$) van die koopprys tesame met rente daarop teen 19,25% (negentien komma twee vyf persent) per jaar vanaf datum van verkoping tot op datum van registrasie van oordrag. Die koper moet voorts binne 14 dae na die verkoping die Vonnisskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Northumberlandweg 29, Bellville.

Gedateer te Goodwood op hierdie 6de dag van Februarie 1997.

P. F. Vos, vir Visagie, Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. [Tel. (021) 591-9221.] (Verw. PFV/A. Rudman/AB.49.)

Case No. 100992/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

In the matter between NBS BANK LIMITED, Plaintiff, and NZIMA SIMON MRAJI, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 10 December 1996 and a writ of execution dated 13 December 1996, the property listed hereunder will be sold in execution on Friday, 4 April 1997, at the front entrance of the New Law Courts, North End, Port Elizabeth, at 14:15:

Certain Erf 758, kwaDwesi Extension 2, Administrative District of Port Elizabeth, measuring 262 (two hundred and sixty-two) square metres, situated at 9 Msintsi Street, kwaDwesi Phase 3, Port Elizabeth.

Improvements: Although not guaranteed, it consits of single storey, with lounge, kitchen, three bedrooms, bathroom and w.c.

Material conditions of sale:

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

2. Ten per cent (10%) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 21,25% (twenty comma two five per cent) interest thereon per annum shall be secured within fourteen (14) days by a bank or other suitable guarantee payable against registration of tranfser.

The full conditions may be inspected at the office of the Sheriff of the Magistrate's Court.

Dated at Port Elizabeth on this 17th day of February 1997.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street (P.O. Box 59), Port Elizabeth.

Case No. 10635/92

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

In the matter between NBS BANK LIMITED, Plaintiff, and Mr X. W. KOTA, Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 28 September 1992, the property listed hereunder will be sold in execution on 20 March 1997 at 10:00, at Mitchells Plain, Magistrate's Court, to the highest bidder:

Certain: Erf 19652, Khayelitsha, in the Area of the Town Council of Lingelethu West, Cape Division, Western Cape and situated at 17 Dorah Tamene Street, Mandela Park, Khayelitsha, in extent 150 (one hundred and fifty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling, brick walls under asbestos roof consisting of bedroom, bathroom/toilet and handbasin, kitchen and lounge.

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 conditons of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court in Mitchells Plain. A substantial Building Society loan can be raised for an approved purchaser.

Dated at Goodwood this 5th day of February 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. N. Marais/mb/NZ954.)

Case No. 3066/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY

ABSA BANK LIMITED, trading as UNITED BANK *versus* EUGENE RICHARD KLEIN

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 33 Espiegle Street, Saxonsea, Atlantis, 7349, on Thursday, 27 March 1997 at 10:30:

Erf 1788, Wesfleur, in the Atlantis Residential Local Area, in extent 475 (four hundred and seventy-five) square metres, held by Deed of Transfer T47193/94 and situated at 33 Espiegle Street, Saxonsea, Atlantis, 7349.

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, Malmesbury.

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

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

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

Dated at Bellville this 29th day of January 1997.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00674.)

Case No. 9146/96

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

ABSA BANK LIMITED, trading as ALLIED BANK, *versus* LUKAS LEKWENI and DOREEN LEKWENI

The following property will be sold in execution by public auction held at 46 Jakaranda Street, Kraaifontein, to the highest bidder on 25 March 1997 at 11:00:

Erf 6226, Kraaifontein, in extent 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T48750/91, situated at 46 Jakaranda Street, Kraaifontein.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed; A dwelling consisting of lounge, dining-room, kitchen, three bedrooms, 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 20% (twenty per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town this 28th day of January 1997.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

Case No. 12266/96

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

ABSA BANK LIMITED, trading as UNITED BANK, *versus* PAUL FREDERIK BOTHMA and EMGARD JOHANNA BOTHMA

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Courthouse for the District of Kuils River on Tuesday, 1 April 1997 at 14:00:

Erf 1640, Kraaifontein, in the area of the Metropolitan Transitional Substructure, in extent 496 (four hundred and ninety-six) square metres, held by Deed of Transfer T66529/94, and situated at 80 Drostdy Street, Peerless Park North, Kraaifontein, 7570.

Conditions of sale:

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

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

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 20% (twenty 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 (fourteen) days of the date of sale.

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

Dated at Bellville on this 7th day of February 1997.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00800.)

Case No. 12642/96

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

ABSA BANK LIMITED, trading as ALLIED BANK, *versus* LETESIA GEROLDINE SNYDERS

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Courthouse for the District Kuils River, on Monday, 24 March 1997 at 14:00:

Erf 4467, Eerste River, in the local area of Blue Downs, in extent 277 (two hundred and seventy-seven) square metres, held by Deed of Transfer T50888/94, and situated at 81 Atlantic Avenue, Eerste River, 7100.

Conditions of sale:

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

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

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

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

Dated at Bellville on this 3rd day of February 1997.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00830.)

Case No. 9957/96

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

ABSA BANK LIMITED, trading as UNITED BANK, *versus* CHARLES BROWN and MARGARET BROWN

The following property will be sold in execution to the highest bidder at a public auction to be held in front of the Courthouse for the District Kuils River, on Thursday, 27 March 1997 at 14:00:

Erf 7905, Brackenfell, in the local area of Scottsdene, in extent 375 (three hundred and seventy-five) square metres, held by Deed of Transfer T6544/88, and situated at 21 Palm Street, Northpine, Brackenfell, 7560.

Conditions of sale:

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

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

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 19,25% (nineteen comma twenty-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 (fourteen) days of the date of sale.

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

Dated at Bellville on this 4th day of February 1997.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00696.)

Case No. 10249/96

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

ABSA BANK LIMITED, trading as UNITED BANK, *versus* LEONARD BOLANI and NOMFANELO MURIEL GQOLA

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 Tuesday, 1 April 1997 at 14:00:

Erf 2521, Blue Downs, in the Area of the Transitional Metropolitan Substructure, in extent 275 (two hundred and seventy-five) square metres, held by Deed of Transfer T29938/95, and situated at 11 Brazilia Street, Malibu Village, Blue Downs, 7100.

Conditions of sale:

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

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

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

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

Dated at Bellville on this 6th day of February 1997.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00743.)

Case No. 10245/96

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

ABSA BANK LIMITED, trading as UNITED BANK, *versus* ANDRIES WITBOOI and PATRICIA WITBOOI

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 Tuesday, 1 April 1997 at 14:00:

Erf 6816, Blue Downs, in the Local Area of Blue Downs, in extent 447 (four hundred and forty-seven) square metres, held by Deed of Transfer T79149/93, and situated at 11 Stonegate Highgate, Blue Downs, 7100.

Conditions of sale:

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

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

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

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

Dated at Bellville on this 6th day of February 1997.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00746.)

Case No. 2709/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Judgment Creditor, and DAVID CECIL HENDRICKS, Judgment Debtor

In pursuance of a judgment granted on 11 October 1996, in the Malmesbury Magistrate's Court, the following property will be sold to the highest bidder on 3 April 1997 at 10:00, at 33 Grosvenor Avenue, Atlantis:

Description: Erf 8347, Wesfleur Metropolitan Substructure of Atlantis, Cape Division, in extent ninety-seven (97) square metres.

Postal address: 33 Grosvenor Avenue, Atlantis.

Improvements: Dwelling: Lounge, kitchen, two bedrooms, bathroom and toilet (not guaranteed), held by Deed of Transfer 77038/95.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2 *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 19,25% (nineteen comma two five per cent) from the date of sale to date of registration of transfer, against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 8th day of February 1997.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, De Tyger Building, corner of McIntyre and Hannes Louw Drives (P.O. Box 713), Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z00624/WS/Mrs Wolmarans.)

Case No. 3112/96

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

ABSA BANK LIMITED, trading as UNITED BANK, *versus* TYRONE RAYMOND LEWIS AND VENECIA JACQUELENE LEWIS

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 45 Concordia Crescent, Sherwood Park, Atlantis, 7349, on Thursday, 27 March 1997 at 10:00:

Erf 9096, Wesfleur, in the Atlantis Residential Local Area, in extent 288 (two hundred and eighty-eight) square metres, held by Deed of Transfer T95802/94 and situated at 45 Concordia Crescent, Sherwood Park, Atlantis, 7349.

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 office of the Sheriff, Malmesbury.

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

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

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

Dated at Bellville on this 29th day of January 1997.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00677.)

Saak No. 2687/95

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen NBS BANK BEPERK, Eiser, en A. J. EN D. SOLOMONS, Verweerders

Ingevolge 'n vonnis van die Landdroshof, Kuilsrivier, gedateer 10 April 1995 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 3 April 1997 om 09:00:

Erf 2378, Eersterivier, afdeling Stellenbosch, groot 494 vierkante meter, ook bekend as Dorahstraat 2, Eersterivier, gehou kragtens Transportakte T57733/94.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Kuilsrivier, verkoop word aan die hoogste bieër, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 16,25% (sestien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 29 Januarie 1997.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ESN466.)

Saak No. 5603/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen NBS BANK BEPERK, Eiser, en M. L. MAREE EN M. L. SNELL, Verweerders

Ingevolge 'n vonnis van die Landdroshof, Kuilsrivier, gedateer 21 Junie 1996 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te p.a. Landdroskantoor, Kuilsrivier, per publieke veiling te koop aangebied op 3 April 1997 om 09:00:

Erf 6405, Blue Downs, afdeling Stellenbosch, groot 311 vierkante meter, ook bekend as Jackalweg 8, Electric City, Eersterivier, gehou kragtens Transportakte T10791/95.

Voorwaardes:

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof, Kuilsrivier, verkoop word aan die hoogste bieër, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 20,25% (twintig komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastings en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju, Landdroshof, Kuilsrivier en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

Datum: 29 Januarie 1997.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EMN580.)

Case No. 7117/94

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

In the matter between CITY OF CAPE TOWN (formerly CENTRAL SUBSTRUCTURE OF THE CAPE METROPOLITAN AREA, formerly THE TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN, and also formerly MUNICIPALITY OF CAPE TOWN, Plaintiff, and EUNICE ALEXANDER, Defendant

The following will be sold in execution on 3 April 1997 at 10:00, in front of the Magistrate's Court for the District of Mitchells Plain to the highest bidder:

Erf 39344 (portion of Erf 21339), Mitchells Plain, 196 (one hundred and ninety-six) square metres, held by Deed of Transfer T56751/93, situated at 52 Terrance Macaw, Woodlands, Mitchells Plain.

1. The following improvements are reported but not guaranteed: *Dwelling:* Asbestos roof, brick building, three bedrooms, bathroom/toilet, lounge and kitchen.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,5% (nineteen comma 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 offices of the Sheriff.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. C. Silverwood/Z39466.)

Case No. 3895/95

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

In the matter between CITY OF CAPE TOWN (formerly CENTRAL SUBSTRUCTURE OF THE CAPE METROPOLITAN AREA, formerly THE TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN, and also formerly MUNICIPALITY OF CAPE TOWN, Plaintiff, and DONOVAN CHARLES HORNE, Defendant

The following will be sold in execution on 3 April 1997 at 10:00, in front of the Magistrate's Court for the District of Mitchells Plain to the highest bidder:

Erf 10121 (portion of Erf 7300), Mitchells Plain, 159 (one hundred and fifty-nine) square metres, held by Deed of Transfer T31793/93, situated at 49 Marigold Road, Lentegeur, Mitchells Plain.

1. The following improvements are reported but not guaranteed: *Dwelling:* Tiled roof, brick building, three bedrooms, bathroom/toilet, lounge and kitchen.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,5% (nineteen comma 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 offices of the Sheriff.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. C. Silverwood/Z39074.)

Saak No. 3108/96

IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eksekusieskuldeiser, en mnr. LEON LLEWELLEYN MAIN, Eksekusieskuldenaar

Kragtens 'n vonnis van die Landdroshof op Uitenhage, gedateer 12 April 1996, sal die ondergemelde eiendom verkoop word deur die Balju vir die Landdroshof, Uitenhage-Suid, op Donderdag, 20 Maart 1997 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder. Die eiendom is bekend as:

Gebied: Residensieel.

Te wete: Erf 11030, Uitenhage in die munisipaliteit en afdeling Uitenhage, groot 805 (agthonderd en vyf) vierkante meter, gehou deur Leon Llewelleyn Main, en onderhewig aan die voorwaardes daarin gemeld.

Die voorwaardes van verkoping sal onmiddellik voor die verkoping deur die Balju gelees word, en lê ter insae by die kantoor van die Balju, Landdroshof, Stockenstroomstraat 12, Uitenhage.

Terme: 5% (vyf persent) Balju (afslaer) se koste op die eerste R30 000 van die opbrengs van die verkoping en 3% (drie persent op die balans daarvan onderworpe aan 'n maksimum kommissie van R7 000 in totaal en 'n minimum van R260 (insluitende van die Balju se bankfooie en ander uitgawes aangegaan by betaling van die opbrengs, in sy trustrekening). Die kommissie sal deur die koper betaal word, in kontant, na afhandeling van die verkoping, plus B.T.W., die balans teen registrasie van transport en verseker te word deur 'n waarborg van 'n bank- of bougenootskap- of enige ander aanvaarbare waarborg, moet binne 21 (een-en-twintig) dae aan die Balju verskaf word vanaf datum van verkoping.

Gedateer te Uitenhage op hierdie 3de dag van Februarie 1997.

Le Roux Cronjé, Prokureurs vir Eksekusie Eiser, Blenheimhuis, Bairdstraat 4, Uitenhage, 6229. (Verw. CM/W.Hayes/Inv/mvs/U02386.)

Saak No. 43499/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eiser, en FAY DIANE McEVOY, Verweerder

In die gemelde saak sal 'n veiling gehou word op 1 April 1997 om 14:00, te Royallaan 3, Houtbaai:

'n Onverdeelde halwe aandeel in die Restant Erf 3026, Houtbaai, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur Houtbaai, afdeling Kaap, provinsie Wes-Kaap, groot 502 vierkante meter, gehou deur die Verweerder kragtens Transportakte T71198/90.

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 ($^1/_{10}$) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 20% (twintig 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 20% (twintig 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 drie slaapkamers, sitkamer/eetkamer, kombuis, een en 'n halwe badkamers asook 'n dubbelmotorhuis.

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, Wynberg, en in die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 17de dag van Februarie 1997.

Marais Müller, Prokureur vir Eiser, 19de Verdieping, Cartwright's Cornergebou, Adderleystraat, Kaapstad. (Verw. T. R. de Wet/ms/Z00915.)

Case No. 25616/91

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

In the matter between LAMKEN HOMES CC, Judgment Creditor, and Mr C. L. HOFFMAN, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate of Bellville, the following will be sold in execution on 27 March 1997 at 10:00, on site to the highest bidder:

Erf 26939, Bellville, 490 (four hundred and ninety) square metres, held by Deed of Transfer T27051/91, situated at 11 Rose Crescent, Belhar, three bedrooms, one and a half bathrooms, lounge, study, kitchen, double garage, face-brick and tiled roof.

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 of the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of 10% (ten per cent) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale. The balance (plus interest at the current rate of 18,5% (eighteen comma five per cent) per annum calculated on the Capital Judgment Creditor's claim from the date of sale to the date of transfer) against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 (fourteen) days of the sale.

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

4. 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 Bellville Magistrate's Court.

Dated at Rondebosch in 1997.

Andrew J. Massyn, 33 Porter House, Belmont Road, Rondebosch, 7700. (Tel. 689-2551.).

Case No. 2092/93

IN THE HIGH COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

In the matter between ADAM FELIX, First Applicant, and EMELIE MITHA FELIX, Second Applicant, and CHRISTIAAN LOUIS NORTIER, and FIVE OTHERS, Respondents

In pursuance of a judgment dated 21 September 1994 and an attachment made thereunder, the remainder of the following immovable property will be sold at the Sheriff's Office, 37 Church Street, Humansdorp, by public auction on Friday, 21 March 1997 at 11:00:

Erf 0000071, Kruisfontein, in the Municipality and Division of Humansdorp, in extent 7,604 square metres, while nothing is guaranteed it is understood that the property consists of the Remainder of Erf 0000071, Kruisfontein, being a vacant piece of land in extent 7,604 square metres, with no outbuildings thereon.

The conditions of sale may be inspected at the Sheriff's Office, 37 Church Street, Humansdorp.

Terms: 10% (ten per cent) deposit on date of sale, the balance including value added tax (VAT) (if applicable) against transfer to be secured by a guarantee approved by Plaintiff's attorney's to be furnished within 21 (twenty-one) days of the sale. Sheriff's charges [5% (five per cent) on the first R20 000 (twenty thousand rand) and thereafter 3% (three per cent) to a maximum of R6 000 (six thousand rand) with a minimum of R260 (two hundred and sixty rand)] are also payable on the date of sale.

Dated at Port Elizabeth this 17th day of February 1997.

M. Struwing, for Heine Ungerer, Respondents' Attorneys, Security Place, corner of Hancock and Market Streets, Port Elizabeth. (Ref. M. Struwig/as/G.F43.)

Case No. 16730/96

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

In the matter between ABSA BANK LIMITED, trading as TRUST BANK, Plaintiff, and A. D. TIEDT, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 10 January 1997 the following property will be sold on 26 March 1997 at 12:00, at the premises:

Erf 18552, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, held by Deed of Transfer T2082/1991 (also known as 32 Kitton Road, Haven Hills, East London).

Conditions of sale:

1. The purchaser shall pay ten per centum (10%) of the purchase price at the time of the sale and the unpaid balance thereof, together with interest to be secured, by way of an approved bank or building society guarantee to the Plaintiff's conveyancers within fourteen (14) days of date of sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act as also the provisions of the title deed.

3. The property shall be sold subject to any existing tenancy and if a bid is insufficient to meet the claim of the Execution Creditor the property shall be sold free of such tenancy.

Subject to the aforegoing, the purchaser shall be entitled to possession from the date of sale.

4. The full conditions of sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately prior to the sale.

5. The following information is furnished but not guaranteed: Lounge, dining-room, kitchen, three bedrooms, bathroom, carpeted, roof of tiles and two garages.

Dated at East London this 18th day of February 1997.

Russell Esterhuizen Nel & De Klerk, Judgment Creditor's Attorneys, 8 Graham Road, Southernwood, East London. (Ref. Mr A. Esterhuizen.)

Case No. 10804/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and JOACHIM HERMANUS SNYMAN, First Defendant

In pursuance of a judgment in the Court of the Magistrate of Goodwood, the following will be sold in execution on 2 April 1997 at 11:00, in front of the Magistrate's Court for the District of Goodwood, to the highest bidder:

Erf 1583 (portion of Erf 1534), Richmond Park, 490 (four hundred and ninety) square metres, held by Deed of Transfer T28992/92, situated at 29 Morrisshell Drive, Richwood, tiled roof, brick walls, three bedrooms, two bathrooms, lounge, dining-room and kitchen.

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

2. A deposit of ten per cent (10%) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale. The balance [plus interest at the current rate of 20% (twenty 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, Goodwood.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. C. Silverwood/Z01698.)

Case No. 38967/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

NEDCOR BANK LIMITED, *versus* HANS JURGEN BERG and CYNTHIA BERG

In pursuance of a judgment dated 11 May 1995 and an attachment on 5 September 1996, the following immovable property will be sold at 37 Draaifontein Road, Greenbushes, Port Elizabeth, by public auction on Wednesday, 26 March 1997 at 11:00:

Portion 37 (a portion of Portion 13) of the farm Draaifontein 407, in the Division of Uitenhage, measuring 5,3383 (five comma three three eight three) hectares, situated at 37 Draaifontein Road, Greenbushes, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an iron roof consisting of three bedrooms, lounge, dining-room, kitchen, bathroom, garage and swimming-pool.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Office of the Sheriff, Magistrate's Court South, 36 North Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale. Sheriff's charges [2½% (two and a half per cent) on the first R30 000 (thirty thousand rand) and thereafter 1½% (one and a half per cent) with a minimum of R260 (two hundred and sixty rand) and a maximum of R4 000 (four thousand rand) and auctioneer's charges (4½%)] plus VAT in both cases are also payable on date of sale.

Dated 18 February 1997.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 8498/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and PIETER CHRISTOFFEL BOTHA, Defendant

In pursuance of the warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the premises on Thursday, 17 April 1997 at 11:00:

Erf 4274, Kuils River, situated in the area of the Metropolitan Substructure, Kuils River, Division Stellenbosch, Western Cape Province, measuring 1 058 (one thousand and fifty-eight) square metres, held by Deed of Transfer T64485/95 and subject to the conditions contained therein, more specifically known as 14 Keurboom Street, Kuils River.

Conditions of sale:

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the title deeds in so far as same are applicable.

2. The property will be sold "voetstoots" to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Auctioneer for Plaintiff, Sheriff, Magistrate's Court, 29 Northumberland Street, Bellville (Ref. A. Matthee.)

Kruger and Marais Inc., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. (Ref. H. P. M. Kruger/rm/NB0122.)

Case No. 25445/95

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

In the matter between THE STANDARD BANK OF S.A. LIMITED, Execution Creditor, and SHAHID WHISGARY, Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg, dated 1 August 1995, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on Thursday, 3 April 1997 at 10:30 on site:

Erf 997, Weltevreden Valley, situated in the area of the Transitional Metropolitan Substructure Cape Rural Council, Division Cape, Western Cape Province, in extent 537 (five hundred and thirty-seven) square metres, held by Deed of Transfer T76896/1991.

Street address: 59 Broadway Circle, Westgate, Mitchells Plain, Cape.

Conditions of sale:

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

(2) The following information is furnished but not guaranteed: A single dwelling under tiled roof consisting of lounge, two bedrooms, kitchen, bathroom and toilet.

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

(4) *Payment shall be effected as follows:* 10% (ten per cent) of the purchase price on the day of the sale and the balance, together with interest thereon at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer, against registration of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Athlone on this 28th day of January 1997.

H. Mohamed & Associates, Attorneys for Execution Creditor, corner of Klipfontein and Belgravia Roads, Athlone. (Ref. Coll/ML/sg15/55558/95.)

Case No. 12672/96

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

In the matter between THE STANDARD BANK OF S.A. LIMITED, Execution Creditor, and ISMAIL HARTZENBERG, First Execution Debtor, and DIANNA HARTZENBERG, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of Mitchells Plain, dated 19 September 1996, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on Thursday, 3 April 1997 at 11:00 on site:

Erf 18659, Mitchells Plain in the area of the Central Substructure, Division Cape, Province of Western Cape, in extent 185 (one hundred and eighty-five) square metres, held by Deed of Transfer T28697/1995.

Street address: 43 Aquamarine Road, Rocklands, Mitchells Plain, Cape.

Conditions of sale:

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

(2) The following information is furnished but not guaranteed: A single dwelling under tiled roof consisting of lounge, three bedrooms, kitchen, bathroom and toilet.

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

(4) *Payment shall be effected as follows:* 10% (ten per cent) of the purchase price on the day of the sale and the balance, together with interest thereon at the rate of 15,25% (fifteen comma two five per cent) from the date of sale to date of registration of transfer, against registration of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Athlone on this 28th day of January 1997.

H. Mohamed & Associates, Attorneys for Execution Creditor, corner of Klipfontein and Belgravia Roads, Athlone. (Ref. Coll/ML/sg15/58586/96.)

Saak No. 109071/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT, PORT ELIZABETH

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en DEON JURGEN GOUWS, Eerste Verweerder, en JUDITH ANNE GOUWS, Tweede Verweerder

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, sal die ondergemelde eiendom verkoop word op 4 April 1997 om 14:15, by die hoofingang van Nuwe Geregshowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid:

Erf 3564, Hunters Retreat, geleë in die munisipaliteit en afdeling Port Elizabeth, groot 694 (seshonderd vier-en-negentig) vierkante meter, gehou kragtens Transportakte T84146/92, ook bekend as Lancashiresingel 10, Sherwood, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat die eiendom bestaan uit 'n enkelverdiepingbaksteenwoonhuis met teëldak bestaande uit twee slaapkamers, sitkamer, kombuis en badkamer.

10% (tien persent) van die koopprys sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 12de dag van Februarie 1997.

Stulting Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Case No. 24340/95

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

In the matter between N.B.S. BANK LTD, Plaintiff, and JACOBUS WILHELMUS VAN DEN BERG, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 17 October 1995, the undermentioned property will be sold in execution at the premises on Wednesday, 2 April 1997 at 10:00:

Erf 20528, Bellville, situated in the Tygerberg Substructure, Cape Division, Province of Western Cape, measuring 1 008 (one thousand and eight) square metres, held by Deed of Transfer T27455/95, comprising of lounge, dining-room, three bedrooms, bathroom, toilet, kitchen and double garage, and known as 22 Snowball Street, Protea Valley, Bellville.

Conditions of sale:

1. The purchase price shall be paid as to 10% (ten per centum) thereof in cash on the signing of the conditions of sale.

2. The conditions of sale which will be read out by the auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow this 16th day of January 1997.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Saak No. 18818/96

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK BPK., Eiser, en P. J. J. OERSON, Verweerder

Die volgende eiendom sal in eksekusie verkoop word by die Landdroshof, Mitchells Plain, op Dinsdag, 25 Maart 1997 om 10:00, aan die hoogste bieër:

Erf 6398, Mitchells Plain, in die stad Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 260 (tweehonderd-en-sestig) vierkante meter, gehou kragtens Transportakte T2433/93, geleë te Dorper Way 31, Westridge, Mitchells Plain.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: Baksteenskakelhuis, teëldak, twee slaapkamers, sitkamer, kombuis, badkamer, toilet en motorhuis.

2. *Betaling:* 10% (tien per centum) van die koopprys moet ten tyde van die verkoping kontant of per bankgewaarborgde tjek betaal word en die balans [plus rente teen die heersende koers van 19,25% (negentien komma twee vyf persent) per annum bereken op die Vonnisskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag] teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping afgelewer moet word.

3. Die Balju sal van enige bieër vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes:* Die volledige veilingvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Gedateer te Kaapstad op hierdie 20ste dag van Januarie 1997.

A. F. Brand, vir De Klerk & Van Gend, Prokureur vir Eiser, Volkskasgebou, Adderleystraat, Kaapstad. (Verw. C6196.)

Case No. 6298/96

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

In the matter between N.B.S. BANK LTD, Plaintiff, and ALVIN DOUGLAS FREDERICK THEYS, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 10 October 1996, the undermentioned property will be sold in execution at the Magistrate's Court, Kuils River, on Thursday, 3 April 1997 at 09:00:

Erf 4349, Blue Downs, situated in the Eastern Substructure, Division of Stellenbosch, Province of Western Cape, measuring 332 (three hundred and thirty-two) square metres, held by Deed of Transfer T4850/95, comprising lounge, three bedrooms, bathroom, toilet and kitchen, known as 20 Sandpiper Crescent, Electric City, Blue Downs.

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 the Auctioneer/Sheriff of the Court immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow on this 16th day of January 1997.

M. Schevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case No. 16773/96

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

FIRST NATIONAL BANK *versus* KAREL PETERSEN, First Defendant, and SHIREEN PETERSEN, Second Defendant

Property: Section 23, Firgrove Mews, Grassy Park, in extent 49 square metres, situated at 23 Firgrove Mews, corner of Ninth Avenue and Zeekoe Road, Grassy Park.

Improvements (not guaranteed): A flat on the ground floor consisting of two bedrooms, lounge, kitchen, bathroom and toilet.

Sale date: 10 April 1997 at 14:00.

Place of sale: 23 Firgrove Mews, corner of Ninth Avenue and Zeekoe Road, Grassy Park.

Material conditions: The sale will be by public auction to the highest bidder subject to 10% (ten per cent) deposit in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Wynberg, Electric Road, Wynberg.

Dated at Wynberg on this 3rd day of February 1997.

Pincus Matz Marquard Hugo-Hamman, Attorney for Judgment Creditor, Maynard House, Maynard Road, Wynberg.

Saak No. 18048/96

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eiser, en ARTHUR DESMOND RAYMOND CUPIDO, Eerste Verweerder, en URSULA CUPIDO, Tweede Verweerder

In die gemelde saak sal 'n veiling gehou word op 1 April 1997 om 10:00, te Landdroshof, Eerste Laan, Eastridge, Mitchells Plain:

Erf 43083, Mitchells Plain, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur Kaapstad, Afdeling Kaap, Provinsie van die Wes-Kaap, groot 304 vierkante meter, gehou deur die Verweerders kragtens Tansportakte T88193/94, en beter bekend as Childrens Way 15, Strandfontein, Mitchells Plain.

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 ($^1/_{10}$) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 20% (twintig 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 20% (twintig 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 drie slaapkamers, sitkamer, kombuis, badkamer asook 'n motorhuis.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Mitchells Plain en in die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 17de dag van Februarie 1997.

Marais Müller, Prokureur vir Eiser, 19de Verdieping, Cartwright's Cornergebou, Adderleystraat, Kaapstad. (Verw. T. R. de Wet/ms/Z00691.)

Case No. 3556/95

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

In the matter between NBS BANK LTD, Plaintiff, and DAVID FRED JULIUS, Defendant

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 28 April 1995, the undermentioned property will be sold in execution at the Magistrate's Court, Kuils River, on Thursday, 3 April 1997 at 09:00:

Erf 5911, Blue Downs, situated in the Eastern Substructure, Division Stellenbosch, Province Western Cape, measuring 252 (two hundred and fifty-two) square meters, held by Deed of Transfer T90010/93, comprising of lounge, three bedrooms, bathroom and kitchen, and known as 15 Inez Avenue, Brentwood Park, Blue Downs.

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 the auctioneer/Sheriff of the Court, immediately prior to the sale, may be inspected in his office or at the offices of Plaintiff's attorneys as reflected hereunder.

Dated at Parow on this 16th day of January 1997.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case No. 6484/96

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 F. CLOETE, Defendant

In pursuance of a judgment in the Court for the Magistrate of Kuils River and writ of execution dated 3 July 1996, the property listed hereunder will be sold in execution on 3 April 1997 at 09:00, at Kuils River Magistrate's Court, to the highest bidder:

Certain Erf 6643, Blue Downs, in the Local Area of Blue Downs, Stellenbosch Division, Western Cape, and situated at 14 Antares Avenue, Fountain Village, Eersterivier, in extent 221 (two hundred and twenty-one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Three bedrooms, lounge, kitchen, bathroom, brick building with tiled roof and corner house.

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 on this 16th day of January 1997.

Heyns & Partners, Vasco Boulevard 168, Goodwood, 7460. (Ref. INV/MB/N0127.)

Case No. 2183/96

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

In the matter between FEDERATED TIMBERS (PTY) LTD, Execution Creditor, and STEPHEN ARCHIBALD YARROW, Execution Debtor

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 13 May 1996, the following property will be sold on 26 March 1997 at 11:00, at 44 Snow Water Road, Dorchester Heights, East London, to the highest bidder:

House situated at 44 Snow Water Road, Dorchester Heights, East London, Erf 20803, East London (Municipality and Division of East London) in extent 881 square metres by Deed of Transfer T1498/95.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished by the Plaintiff's Attorneys within 14 (fourteen) days of the date.

2. The property shall be sold voetstoots and shall be subject to the provisions of the title deed.

3. The full conditions of the sale may be inspected at the offices of the Execution Creditor's attorneys and these will be read out by the auctioneer immediately before the sale.

Dated at East London on this 18th day of February 1997.

G. S. Gravett, Mathie Meyer & Gravett, Execution Creditor's Attorneys, 29 St. Peters Road, Southernwood, East London.

Saak No. 12524/96

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eiser, en FRANS BLOM (Z00424), Eerste Verweerder en KATHERINA BLOM, Tweede Verweerder

In die gemelde saak sal 'n veiling gehou word op 1 April 1997 om 10:00, te Landdroshof, Eerste Laan, Eastridge, Mitchells Plain:

Erf 33286, Mitchells Plain, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur, Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 253 vierkante meter, gehou deur die Verweerders kragtensTransportakte T40789/94, en beter bekend as Snooker Slot 14, Beacon Vallei, Mitchells Plain.

Verkoopvoorwaardes:

1. Die veiling is onderwopre aan die bepalings en voorwaardes van die Wet op Landroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelakte.

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 20,25% (twintig 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 20,25% (twintig 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): Woonhuis bestaande uit drie slaapkamers, sitkamer, kombuis asook badkamer.

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, Mitchells Plain en in die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 17de dag van Februarie 1997.

T. R. de Wet, vir Marais Müller, Prokureur vir Eiser, 19de Verdieping, Cartwright's Corner-gebou, Adderleystraat, Kaapstad. (Ms/Z00424.)

Saak No. 6324/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eiser, en AFRIKA ESAU, Verweerder

In die gemelde saak sal 'n veiling gehou word op 7 April 1997 om 14:00, te Landdroshof, Jan van Riebeeckweg, Kuilsrivier:

Erf 3138, Kleinvlei, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur Melton Rose/Blue Downs, afdeling Stellenbosch, provinsie Wes-Kaap, groot 621 vierkante meter, gehou deur die Verweerder kragtens Transportakte T12989/96, en beter bekend as Ligusterstraat 14, Eerste Rivier.

Verkoopvoorwaardes:

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

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 20% (twintig 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 sodangie preferente skuldeiser se eis en op die balans, indien enige, is 20% (twintig 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 drie slaapkamers, sitkamer, kombuis asook badkamer.

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, Kuilsrivier en in die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 17de dag van Februarie 1997.

T. R. de Wet, vir Marais Müller, Prokureur vir Eiser, 19de Verdieping, Cartwright's Corner-gebou, Adderleystraat, Kaapstad. (Ms/Z00411.)

Case No. 14453/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and XOLILIE VICTOR MBOTYENI, First Defendant, and NOMAXABISO AGNES MBOTYENI, Second Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution, dated 20 November 1996, the following property will be sold on Wednesday, 26 March 1997 at 09:00, by the Sheriff to the highest bidder subject to the provisions of the conditions of sale:

Erf 31686, East London, Municipality and Division of East London, in extent 272 square metres, held under Deed of Transfer T5324/1994, and also known as 119 Marigold Street, Parkside, East London.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within (14) fourteen days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed/deed of transfer.

3. The full conditions of sale may be inspected at the offices of the Sheriff, 4 Oxford Street, East London, and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: Brick under tiles dwelling, lounge, dining-room, kitchen, two bedrooms and bathroom/w.c.

I. C. Clark Inc., Plaintiff's Attorneys, corner of Oxford Street and St Lukes Road, Southernwood, East London. (Ref. Colls/jo/M5569/C01043.)

Case No. 16427/96

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

In the matter between GONUBIE BUILDING SUPPLIES CC, Plaintiff, and JOHANNES STEFANUS PANSEGROUW, Defendant

In pursuance of a judgment of the above Honourable Court and a writ of execution, dated 25 November 1996, the following property will be sold on Wednesday, 26 March 1997 at 10:00, by the Sheriff to the highest bidder subject to the provisions of the conditions of sale:

Erf 3347, Gonubie, in extent 1 200 square metres, held under Deed of Transfer T3603/1995, and also known as 7 Bokmakeirie Street, Gonubie.

Conditions of sale:

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of the sale and the unpaid balance with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorney within (14) fourteen days of the sale.

2. The property shall be sold voetstoots and shall be subject to the terms and rules of the Magistrates' Courts Act and also subject to the provisions of the title deed/deed of transfer.

3. The full conditions of sale may be inspected at the offices of the Sheriff, 4 Oxford Street, East London, and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: Brick under tiles dwelling, two lounges, open plan kitchen/dining-room, three bedrooms, two bathrooms and garage.

I. C. Clark Inc., Plaintiff's Attorneys, corner of Oxford Street and St Lukes Road, Southernwood, East London. (Ref. Colls/cc/P912/Z03777.)

Saak No. 5660/93

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

In die saak tussen Dr. E. P. BOUWER, Esekusieskuldeiser, en C. ANTHONY, Esekusieskuldenaar

Die volgende vaste eiendom word per openbare veiling in eksekusie verkoop op Donderdag, 27 Maart 1997, om 10:00, op die perseel self:

Erf 14345, George, geleë te Kappertjiestraat 9, Lavalia, George, in die Gebied van die George Plaaslike Oorgangsraad, afdeling George.

Die verkoping sal voetstoos geskied aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig, asook aan die verkoopvoorwaardes en bepalings van die toepaslike transportakte(s). Die koper sal 10% (tien persent) van die koopsom onmiddellik ná die veiling in kontant aan die Balju/afslaer betaal; die saldo van die koopsom, tesame met rente daarop bereken teen die maksimum toegelate koers vanaf die datum van die veiling tot datum van registrasie van transport in naam van die koper, moet binne 21 (een-en-twintig) dae na datum van die veiling verseker word deur 'n aanvaarbare bank- of bouverenigingswaarborg. Die koper sal alle hereregte, oordragsgelde, afslaerskommissie, en alle ander verwante koste en/of uitgawes, betaal.

Die volledige veilingsvoorwaardes lê ter insae in die kantoor van die Balju: Landdroshof, Wellingtonstraat 36A, George, en sal voor die veiling der die Balju/afslaer voorgelees word.

Gedateer en onderteken te Worcester op hierdie 14de dag van Februarie 1997.

J. W. Oldewage, vir J. E. Krige & Seuns, Prokureurs vir Eksekusieskuldeiser, Baringstraat 72, Worcester, 6850. (Verw. JPB/yc/BZ1867.)

Saak No. 40829/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen ABSA BANK BEPERK, handeldrywende as ALLIED BANK, Eiser, en HILLARY THEODORE DANIELS en SHEILA BERNADETTE DANIELS, Verweerders

Ten uitvoering van die vonnis van die Landdroshof, Wynberg, gedateer 28 November 1996, sal die onroerende goed hieronder beskryf op Maandag, 24 Maart 1997 om 12:00, op die perseel te Asrin Mews 19, Sussexweg, Wynberg, per publieke veiling in eksekusie verkoop word aan die hoogste bieër:

'n Woonstel met baksteenmure en teëldak bestaande uit twee slaapkamers, sitkamer, kombuis, badkamer, toilet asook tuin en parkeerarea, ook bekend as Asrin Mews 19, Sussexweg, Wynberg.

(a) Deel 22 soos getoon en vollediger beskryf op Deelplan SS377/1995 in die skema bekend as Asrin Mews ten opsigte van die grond en gebou of geboue geleë te Wynberg in die gebied van die Metropolitaanse Oorgangsubstruktuur, Kaapstad, afdeling Kaap van welke deel die vloeroppervlakte volgens genoemde deelplan 58 (agt-en-vyftig) vierkante meter groot is; en

(b) 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel in ooreenstemming met die deelnemingskwota van genoemde deel, soos op genoemde deelplan aangeteken, gehou kragtens Transportakte ST140161/95.

A. Uitsluitlike gebruiksgebied beskryf as tuin G12 groot 39 (nege-en-dertig) vierkante meter synde 'n gedeelte van die gemeenskaplike eiendom bevattende die grond en die skema bekend as Asrin Mews ten opsigte van die grond en gebou of geboue geleë te Wynberg in die gebied van die Metropolitaanse Oorgangsubstruktuur van Kaapstad soos getoon en vollediger beskryf as Deelplan SS377/95 gehou kragtens Notariële Akte van Sessie SK3482/95.

B. 'n Uitsluitlike gebruiksgebied beskryf as parkeerarea P23 groot 11 (elf) vierkante meter synde 'n gedeelte van die gemeenskaplike eiendom bevattende die grond en die skema bekend as Asrin Mews ten opsigte van die grond en gebou of geboue geleë te Wynberg in die gebied van die Metropolitaanse Oorgangsubstruktuur Kaapstad, afdeling Kaap soos getoon en vollediger beskryf op Deelplan SS377/95 gehou kragtens Notariële Akte van Sessie SK3482/95.

Verkoopvoorwaardes:

1. Die verkoping sal voetstoots geskied, onderworpe aan die voorwaardes van die transportaktenommer waaronder die eiendom gehou word.

2. Een tiende ($^1/_{10}$) van die koopprys tesame met rente daarop teen 19,25% (negentien komma twee vyf persent) per jaar vanaf datum van verkoping tot op datum van registrasie van oordrag. Die koper moet voorts binne 14 dae na die verkoping die Vonnisskuldeiser voorsien van 'n bank- of bougenootskapwaarborg vir behoorlike nakoming van al sy verpligtinge onder die verkoopvoorwaardes.

Die verkoping sal voorts onderworpe wees aan verdere voorwaardes wat ten tyde van die verkoping uitgelees sal word, welke verdere voorwaardes ter insae lê by die kantoor van die Balju van die Landdroshof, Wynberg.

Afslaer: Mnr. P. F. Vos, p.a. Visagie Vos & Vennote, Vasco Boulevard 181, Goodwood.

Gedateer te Goodwood hierdie 15de dag van Januarie 1997.

P. F. Vos, vir Visagie Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. [Tel. (021) 591-9221.] (Verw. PFV/A. Rudman/AB.84.)

Saak No. 17999/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en EDWIN JOHN IFFLEY, Eerste Eksekusieskuldenaar, en DIANNE IFFLEY, Tweede Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 2 April 1997 om 09:00, op die perseel:

Erf 33043 (gedeelte van Erf 33039), Bellville, geleë in die stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, groot 210 vierkante meter, gehou kragtens Transportakte T88911/93, ook bekend as Jacobistraat 8, Belhar.

Verkoopvoorwaardes:

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

2. Een-tiende ($^1/_{10}$) van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 19,5% (negentien komma 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 met teëldak bestaande uit twee slaapkamers, badkamer/toilet, kombuis 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, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 15de dag van Januarie 1997.

A. J. Marais, vir Müller Marais, Prokureurs vir Vonniskuldeiser, Van Riebeeckweg 66, Kuilsrivier.

Case No. 30394

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

ABSA BANK LIMITED, trading as UNITED BANK, *versus* ANDRIES VAN RENSBURG

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the propperty, 37 Alliance Street, Labiance, Bellville, 7530, on Wednesday, 26 March 1997 at 09:00:

Erf 13130, Bellville, in the Municipality of Bellville, in extent 905 (nine hundred and five) square metres, held by Deed of Transfer T59397/92, and situated at 37 Alliance Street, Labiance, Bellville, 7530.

Conditions of sale:

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

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

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

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

Dated at Bellville on this 10th day of January 1997.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00721.)

Case No. 8575/96

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

ABSA BANK LIMITED, trading as UNITED BANK, *versus* NEALE WILFRED SPOCHTER and TERTIA MAY SPOCHTER

The following property will be sold in execution by public auction held at Kuils River, Magistrate's Court, to the highest bidder on 25 March 1997 at 10:00:

Erf 8476, Brackenfell, in extent 219 (two hundred and nineteen) square metres, held by Deed of Transfer T62058/94, situated at 2 Ponderosa Way, North Pine, Brackenfell.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom/shower/toilet, toilet and separate single garage.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19,25% (nineteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 12th day of January 1997.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

Case No. 36744/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, ANTHONY ALFRED MAY, First Defendant, and SHARON MAY, Second Defendant

In the above matter a sale will be held on Tuesday, 25 March 1997 at 12:00, at the site of Day Dreamer, Otters Creek, Zeekoevlei, being:

Erf 436, Zeekoevlei, situated in the area of the Transitional Metropolitan Substructure of Grassy Park, Cape Division, Western Cape Province, measuring 496 square metres.

Conditions of sale:

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

2. One tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of twenty per centum (20%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising kitchen, two bedrooms, bathroom, toilet and lounge.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Wynberg, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case No. 16674/96

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

ABSA BANK LIMITED, trading as ALLIED BANK, *versus* MOEGAMAT SALIEG HARTLEY and MARY ANN HARTLEY

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Wednesday, 2 April 1997 at 10:00, to the highest bidder:

Erf 2929, Weltevreden Valley, in extent 274 square metres, held by T48889/1995, situated at 24 Casino Way, Colorado Park, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 20% (twenty 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. 160419/gt.)

Case No. 32050/91

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

ABSA BANK LIMITED, trading as UNITED BANK, *versus* CECILIA WOUTERSON

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 1 April 1997 at 10:00, to the highest bidder:

Erf 43174, Mitchells Plain, in extent 281 square metres, held by T10883/1989, situated at 15 Teachers Way, Strandfontein Village, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms, bathroom/toilet and single 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 20% (twenty 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. 100314/gt.)

Case No. 13392/92

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

ABSA BANK LIMITED, trading as UNITED BANK, *versus* GLYN PAUL MARTIN

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 1 April 1997 at 10:00, to the highest bidder:

Erf 14841, Mitchells Plain, in extent 295 square metres, held by T47504/1989, situated at 25 Ketch Road, Strandfontein Village, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: *Semi detached dwelling:* Lounge, dining-room, 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 20% (twenty 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. 100424/gt.)

Case No. 7369/94

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

ABSA BANK LIMITED, trading as UNITED BANK, *versus* HENRY WILFRED SOONIES

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 1 April 1997 at 10:00, to the highest bidder:

Erf 34091, Mitchells Plain, in extent 253 square metres, held by T15428/1987, situated at 10 Knobwood Street, Eastridge, Mitchells Plain, 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 20% (twenty 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. 106165/gt.)

Case No. 51977/90

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

ABSA BANK LIMITED, trading as UNITED BANK, *versus* LEONARD ONGANSIE and ALETTA VICTORIA ONGANSIE

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 1 April 1997 at 10:00, to the highest bidder:

Erf 40711, Mitchells Plain, in extent 273 square metres, held by T16281/1988, situated at 35 Anna-Marie Drive, Morgenster, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 20% (twenty 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. 100312/gt.)

Case No. 1823/95

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

ABSA BANK LIMITED, trading as UNITED BANK, *versus* EDUARD PAULUS NIEMAND and RACHEL NIEMAND

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Tuesday, 1 April 1997 at 10:00, to the highest bidder:

Erf 13111, Mitchells Plain, in extent 170 square metres, held by T37526/1992, situated at 6 Caprioni Street, Rocklands, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 20% (twenty 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. 128318/gt.)

Case No. 17474/96

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

ABSA BANK LIMITED, trading as UNITED BANK, *versus* WILLIAM SANA PETER and FLORIDA PETER

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Wednesday, 2 April 1997 at 10:00, to the highest bidder:

Erf 8694, Guguletu, in extent 211 square metres, held by T44066/1989, situated at 5 Masiza Street, Guguletu, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 20% (twenty per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 161186/gt.)

Case No. 11306/92

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

ABSA BANK LIMITED, trading as UNITED BANK, *versus* NEVILLE RUITERS and DORIE RUITERS

The following property will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Wednesday, 1 April 1997 at 10:00, to the highest bidder:

Erf 34119, Mitchells Plain, in extent 344 square metres, held by T77716/1990, situated at 18 Klipdoring Street, Eastridge, Mitchells Plain, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, dining-room, kitchen, four bedrooms, bathroom/toilet and two carports.

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 20% (twenty per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 121616/gt.)

Case No. 23542/96

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

ABSA BANK LIMITED, trading as ALLIED BANK, *versus* JÖRN PETER LOEIZ SCHIMPFLE

The following properties will be sold in execution at the site of the property, 2 Annor Court, Wexford Street, Vredehoek, Western Cape, on Thursday, 3 April 1997 at 09:30, to the highest bidder:

A unit consisting of:

1. (a) Section 2 as shown and more fully described on Sectional Plan SS68/1994 in the scheme known as Annor Court, situated at Vredehoek, in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of Western Cape, of which section the floor area according to the said sectional plan is sixty-three (63) square metres in extent; and

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

2. (a) An exclusive use area described as Garden 3, measuring one hundred and ten (110) square metres being as such part of the common property in the above-mentioned scheme, as shown and more fully described on Sectional Plan SS68/1994. Held by Deed of Transfer ST5840/1994 and SK1472/1994, also known as 2 Annor Court, Wexford Street, Vredehoek, Western Cape.

1. The following improvements are reported but not guaranteed: *Sectional title unit:* Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 20% (twenty per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, First Floor, Southern Life Centre, 8 Riebeek Street, Cape Town. (Ref. 160422/gt.)

Case No. 9502/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and SHAMIEM TAJOODIEN, Defendant

In the above matter a sale will be held on Thursday, 27 March 1997 at 11:00, at the site of 180 Fountain Road, Elsies River, being:

Erf 12944, Goodwood, situated in the area of the Transitional Metropolitan Substructure of Elsies River, Cape Division, Western Cape Province, measuring 613 square metres.

Conditions of sale:

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

2. One-tenth ($^1/_{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of twenty per centum (20%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property, although nothing in this respect is guaranteed: A brick wall building comprising of business premises with three shops on ground floor and first floor comprising of flat with TV room, kitchen, three bedrooms and bathroom.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Goodwood and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case No. 18883/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and FRANCOIS SNYDERS, First Defendant, AMANDA SNYDERS, Second Defendant

In the above matter a sale will be held on Tuesday, 1 April 1997 at 11:00, at the site of 3 Ixia Street, Plattekloof, being Erf 21222, Parow, in the Municipality of Parow, Cape Division, measuring 1 188 square metres.

Conditions of sale:

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

2. One tenth ($^1/_{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of twenty per centum (20%) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising of three bedrooms, lounge, dining-room, kitchen, bathroom, toilet and garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Saak No. 9888/96

IN DIE LANDDROSHOF VIR DIE DISTRIK MITCHELLS PLAIN GEHOU TE MITCHELLS PLAIN

In die saak tussen ABSA BANK BEPERK, Eiser, en ISAAC DOUGLAS LANGEVELDT, Eerste Verweerder, en SHEILA LANGEVELDT, Tweede Verweerder

Ingevolge 'n vonnis gelewer op 5 Julie 1996, in die Mitchells Plain Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 25 Maart 1997 om 10:00, te Landdroshof, Mitchells Plain, aan die hoogste bieër, met geen reserweprys:

Beskrywing: Erf 6552, Mitchells Plain in die gebied van die Metropolitaanse Oorgangsubstruktuur Kaapstad, afdeling Kaap-provinsie, Wes-Kaap, groot 180 (een honderd en tagtig) vierkante meter, gehou kragtens Akte van Transport T25943/93. *Straatadres:* Merinostraat 18, Westridge, Mitchells Plain.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit steen onder teël, -skakelhuis, drie slaapkamers, sit/eetkamer, kombuis en badkamer/toilet.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Posbus 54642, Strandfontein, 7788.

Gedateer te Bellville op hede 9 Januarie 1997.

A. der Kinderen, vir Bornman & Hayward, Eiser of Eiser se Prokureur, Saambougebou, Kruskallaan 14, Bellville, 7530; Posbus 393 en 757, Bellville, 7535. (Tel. 948-7400.) (Verw. ADK/M Swart/A0020/30.)

Case No. 18945/96

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

NEDCOR BANK LIMITED, *versus* MOEGAMAT SHAFIEK ABRAHAMS, married in community of property to MYMOENA ABRAHAMS

The property: Erf 10250, Mitchells Plain, in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Western Cape Province, in extent 160 square metres, situated at 79 Tulip Street, Lentegeur, Mitchells Plain.

Improvements (not guaranteed): *Description:* Tiled roof, brick dwelling, three bedrooms, lounge, kitchen and bathroom/toilet.

Date of sale: 27 March 1997 at 11:00.

Place of sale: 79 Tulip Street, Lentegeur, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 500 (two thousand five hundred rand) in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per cent) of the purchase price less the sum of R2 500 (two thousand five hundred rand) in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain-North, at Westgate Mall, Medical Suite 2, Weltevreden Valley, Mitchells Plain.

Dated at Claremont this 18th day of December 1996.

Matz Watermeyer, Attorney's for Judgment Creditor, 135 Main Road, Claremont.

Case No. 19928/96

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

NEDCOR BANK LIMITED, *versus* HENDRICK NORTJE, married in community of property to GLADYS NORTJE

The property: Erf 2539, Mitchells Plain, in the Municipality of Cape Town, Division Cape, in extent 217 square metres, situated at 25 Perseus Way, Woodlands, Mitchells Plain.

Improvements (not guaranteed): *Description:* Asbestos roof, brick building, lounge, kitchen, bathroom/toilet and garage.

Date of sale: 1 April 1997 at 11:00.

Place of sale: 25 Perseus Way, Woodlands, Mitchells Plain.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 500 (two thousand five hundred rand) in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per cent) of the purchase price less the sum of R2 500 (two thousand five hundred rand) in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Mitchells Plain-North, at Westgate Mall, Medical Suite 2, Weltevreden Valley, Mitchells Plain.

Dated at Claremont this 18th day of December 1996.

Matz Watermeyer, Attorney's for Judgment Creditor, 135 Main Road, Claremont.

Case No. 5941/96

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and NOLLAN BERNARD KANNEMEYER, First Defendant, and LYNETTE ELAINE KANNEMEYER, Second Defendant

In the above matter a sale will be held in front of the Civil Court, Van Riebeeck Road, Kuils River, on Monday, 24 March 1997 at 09:00, of:

Erf 2528, Blue Downs, situated in the area of the Transitional Metropolitan Substructure of Melton Rose/Blue Downs, Administrative District of Stellenbosch, Western Cape Province, measuring 275 square metres, also known as 68 Rio Crescent, Malibu Village.

Conditions of sale:

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

2. One tenth ($^1/_{10}$) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 20% (twenty per centum) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising of two bedrooms, lounge, kitchen, bathroom and toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/1r.)

Case No. 34818/96

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

ABSA BANK LIMITED, trading as UNITED BANK, *versus* MICHAEL RUSSEL HAMILTON LE ROUX

The following property will be sold in execution to the highest bidder at a public auction to be held at the site of the property, 12 Balmoral Heights, Lansdowne Road, Lansdowne, 7780, on Thursday, 27 March 1997 at 12:00:

Section 12, Balmoral Heights, in the Municipality of Cape Town, in extent 54 (fifty four) square metres, held by Deed of Transfer ST3486/91 and situated at 12 Balmoral Heights, Lansdowne Road, Lansdowne.

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, Wynberg.

2. The following improvements on the property are reported but nothing is guaranteed: A flat on the first floor comprising a lounge, kitchen, two bedrooms, bathroom and w.c.

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 20,25% (twenty comma two five per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 days of the date of sale.

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

Dated at Bellville on this 21st day of January 1997.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00644.)

Case No. 8655/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Judgment Creditor, and JAFTA CHRISTOFFELS, First Judgment Debtor, and FRANCINA HUFKE, Second Judgment Debtor

In pursuance of a judgment granted on 23 September 1996, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder, on 7 April 1997 at 11:45, at 2 Buffelsberg Street, Bergsig, Kraaifontein:

Description: Erf 12857, Kraaifontein Metropolitan Substructure of Kraaifontein, Paarl Division, in extent 248 (two hundred and forty-eight) square metres, held under Deed of Transfer T83654/95.

Postal address: 2 Buffelsberg Street, Bergsig.

Improvements: Dwelling: Two bedrooms, kitchen, bathroom and lounge (not guaranteed).

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 19,25% (nineteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow on this 23rd day of January 1997.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, De Tyger Building, corner of McIntyre and Hannes Louw Drive, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.] (Ref. WS/Mrs Wolmarans.)

Saak No. 31166/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

In die saak tussen ABSA BANK BEPERK, Eiser, en AHMED ADAMS, Verweerder

Ingevolge 'n vonnis gelewer op 14 Oktober 1996, in die Wynberg Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 27 Maart 1997 om 10:00, te Paradiseweg 17, Newlands, aan die hoogste bieër, met geen reserweprys:

Beskrywing: Restant Erf 50085, Kaapstad, te Nuweland in die Sentrale Substruktuur Afdeling Kaap, Wes-Kaapprovinsie, groot 460 (vierhonderd-en-sestig) vierkante meter, gehou kragtens Akte van Transport T85835/95.

Straatadres: Paradiseweg 17, Newlands.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit steen onder teëldak, drie slaapkamers, badkamer, stort, toilet, kombuis, sitkamer en garage.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Posbus 162, Wynberg, 7824.

Gedateer te Bellville op die 20ste dag van Januarie 1997.

A. der Kinderen, vir Bornman & Hayward, Eiser of Eiser se Prokureur, Saambougebou, Kruskallaan 14, Bellville, 7530; Posbus 393 en 757, Bellville, 7535. [Tel. (021) 948-7400.] (Verw. ADK/M. Swart/A0020/70.)

Case No. 9040/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Judgment Creditor, and PHILEMON ALEXANDER, First Judgment Debtor and ROSIE ALEXANDER, Second Judgment Debtor

In pursuance of a judgment granted on 10 October 1996, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 7 April 1997 at 12:30, at 3 Verbena Street, Scottsville, Kraaifontein:

Description: Erf 10754, Kraaifontein, in the Municipality of Kraaifontein, Paarl Division, in extent three hundred and twenty-eight (328) square metres. Postal address: 3 Verbena Street, Scottsville.

Improvements: Dwelling: Two bedrooms, kitchen, bathroom/toilet (not guaranteed), held by Deed of Transfer 21736/87.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 19,25% (nineteen comma two-five) per cent from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 23rd day of January 1997.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, De Tyger Building, c/o McIntyre & Hannes Louw Drive, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case No. 16322/96

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

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and LYNETTE SHARON CAMPBELL, Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 21 October 1996, the property listed hereunder, and commonly known as 21 Zambezi Way, Portlands, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Thursday, 27 March 1997 at 10:00, to the highest bidder:

Erf 4332, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 207 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 of two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain South, 2 Mulberry Way, Strandfontein, 7788. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 14th day of January 1997.

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.2240.)

Case No. 20740/96

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

In the matter between SAAMBOU BANK LIMITED, Judgment Creditor, and SHA HOOSAIN PARKER, First Judgment Debtor, and SINAAZ PARKER, Second Judgment Debtor

The undermentioned property will be sold in execution at the premises at 87 Hibuscuss Street, Lentegeur, Mitchells Plain, on 3 April 1997 at 11:00:

Erf 8494, Michells Plain, situated in the Area of the City of Cape Town, Cape Division, Western Cape Province, in extent 180 (one eight null) square metres, comprising of three bedrooms, lounge, kitchen, bathroom and toilet.

The sale shall be by public auction without reserve to the highest bidder, subject to the Magistrates' Courts Act and rules.

10% (ten per cent) of the price is payable at the time of the sale with the balance plus interest thereon at the Bondholder's prevailing rate will be payable upon registration of transfer. The full conditions of sale may be perused at the offices of Sheriff of the Court for Mitchells Plain, and will be read out by the auctioneer prior to the sale.

K. G. Kemp, for Smuts Kemp Smal & Durr, Plaintiff's Attorneys. 1 De Lange Street, Bellville. [Tel. (021) 945-36456.]

Case No. 29601/96

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

In the matter between UNITED BANK, a division of ABSA BANK LIMITED, Plaintiff, and GEORGE CHARLES CROWSTER, First Defendant, and DEBORAH CROWSTER, Second Defendant

The following property will be sold in execution at the Wynberg Court-house on Wednesday, 9 April 1997 at 10:00, to the highest bidder:

Erf 5812, Grassy Park, situated at 61 Third Avenue, Lotus River, measuring three hundred and three (303) square metres.

Description: A brick maisonette under an asbestos roof consisting of two bedrooms, kitchen, lounge, bathroom and toilet, held by Title Deed T74057/92.

1. The following improvements are reported but not guaranteed.

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

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

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

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z01622.)

Saak No. 12435/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en YVONNE DENEES TATCHELL en ALVIN JOHN FESTERS, Verweerders

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 17 Desember 1996, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 4 April 1997 om 13:00, op die perseel te Erf 4888, Ashfordsingel 13, Northpine, Brackenfell, 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 4888, Brackenfell, in die Oostelike Substruktuur, afdeling Stellenbosch, provinsie Wes-Kaap, groot 205 vierkante meter, gehou kragtens Transportakte T37939/96.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonhuis met teëldak, drie slaapkamers, kombuis, sitkamer en toilet/badkamer.

Die eiendom kan geïnspekteer word in oorleg met die afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, 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 Balju-kommissie betaal word. Die balans koopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

Verkoopvoorwaardes: Die volledige verkoopvoorwaardes lê ter insae by die afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, Bellville (Tel. 948-8326).

Datum: 4 Februarie 1997.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. CJV/RB/4021.)

Case No. 47499/91

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

NEDCOR BANK LIMITED *versus* M. A. BRUYNS

The property: Erf 61110, Cape Town, at Lansdowne, in the City of Cape Town, Division of Cape, in extent 496 square metres, situated at 77 Albert Road, Lansdowne.

Improvements (not guaranteed): Brick walls, asbestos roof, lounge, kitchen, three bedrooms, bathroom and w.c.

Date of sale: 26 March 1997 at 14:00.

Place of sale: 77 Albert Road, Lansdowne.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per cent) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of the sale, and the balance on transfer together with interest thereon, calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff for the Magistrate's Court, Electric Road, Wynberg.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 9709/96

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

NEDCOR BANK LIMITED *versus* NICHOLAS ANDREW JACOBS, married in community of property to CHRISTINA JACOBS

The property: Erf 3100, Blue Downs, in the area of the Metropolitan Substructure of Melton Rose, Blue Downs, Division Stellenbosch, Western Cape Province, in extent 362 square metres, situated at 19 Waterloos Street, Malibu Village, Blue Downs.

Improvements (not guaranteed): Brick building with tiled roof consisting of approximately three bedrooms, lounge, kitchen, bathroom, toilet and carport.

Date of sale: 27 March 1997 at 09:00.

Place of sale: 19 Waterloos Street, Malibu Village, Blue Downs.

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per cent) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Kuils River 29, Northumberland Road, Bellville.

Dated at Claremont the 14th day of January 1997.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 29001/96

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

NEDCOR BANK LIMITED *versus* ELIZABETH JOHANNAH BOK

The property: Erf 27798, Bellville, situated in the Transitional Metropolitan Substructure of Belhar, Cape Division, Western Cape Province, in extent 340 square metres, situated at 18 Tennant Street, Belhar.

Improvements (not guaranteed): Three bedrooms, bathroom/toilet, lounge, kitchen and asbestos roof.

Date of sale: 27 March 1997 at 12:30.

Place of sale: 18 Tennant Street, Belhar

Material conditions: The sale will be voetstoots, by public auction to the highest bidder, the purchase price herein payable as follows: R2 500 in cash or by bank cheque upon signature of the conditions of sale, 10% (ten per cent) of the purchase price less the sum of R2 500 in cash or by bank cheque on the day of sale, and the balance on transfer together with interest thereon calculated in the manner set out more fully in the conditions of sale and subject to the terms set out in the conditions of sale which will be read immediately prior to the sale and which are available for inspection at the offices of the Sheriff, Kuils River 29, Northumberland Road, Bellville.

Dated at Claremont the 14th day of January 1997.

Matz Watermeyer, Attorneys for Judgment Creditor, 135 Main Road, Claremont.

Case No. 11072/96

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

ABSA BANK LIMITED, trading as UNITED BANK *versus* DENVER JOHN VOGES, and SORAYA VOGES

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Friday, 11 April 1997 at 14:00, to the highest bidder:

Erf 1252, Blue Downs, in extent 413 square metres, held by T44121/1988, situated at 13 Van Gogh Street, Malibu Village, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchaser 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 20% (twenty per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved bank guarantee to be delivered within 14 days of the sale.

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

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

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 163823/gt.)

Saak No. 26450/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen TYGERBERG PARK BEHEERLIGGAAM, Eiser, en Mej. L. POTGIETER, Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 27 November 1995, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 10 April 1997 om 09:00, op die perseel te Tygerberg Park 506, Arnold Wilhelmstraat, Parow, 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:

1.1 Deel 54, soos aangetoon en meer volledig beskryf op Deelplan SS103/82 in die skema bekend as Tygerberg ten opsigte van die grond en gebou of geboue geleë te Parow in die stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, waarvan die vloeroppervlakte volgens genoemde deelplan 44 (vier-en-veertig) vierkante meter groot is; en

1.2 'n Onverdeelde aandeel in die gemeenskaplike eiendom in die skema toegedeel aan genoemde deel in ooreenstemming met die deelnemingskwota van genoemde deel, soos op genoemde deelplan aangeteken, gehou kragtens Transportakte ST8431/1995.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonstel met 'n slaapkamer, badkamer, kombuis en sitkamer.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, 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 balans-koopprys 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 (Tel. 92-0040) en/of die Balju van die Landdroshof, Bellville (Tel. 948-8326).

Datum: 4 Februarie 1997.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. CJV/RB/977-39.)

Saak No. 13429/96

IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD

In die saak tussen SAAMBOU BANK BEPERK, Eiser, en STEPHEN EN HESTER MAGDELENA POTTER, Verweerders

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 14 Januarie 1997, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Woensdag, 9 April 1997 om 11:00, op die perseel te Jan van Riebeecklaan 1, Ruyterwacht, 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 4543 (gedeelte van Erf 3003), Eppingtuindorp, in die Tygerberg Substruktuur, afdeling Kaap, provinsie Wes-Kaap, groot 476 vierkante meter, gehou kragtens Transportakte T34238/96.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, sitkamer, kombuis, drie slaapkamers, badkamer en aparte toilet.

Die eiendom kan geïnspekteer word in oorleg met die Afslaer, C. J. Veldtman (Tel. 92-0040) en/of die Balju van die Landdroshof, Goodwood (Tel. 932-7126).

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 balans-koopprys 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 (Tel. 92-0040) en/of die Balju van die Landdroshof, Goodwood (Tel. 932-7126).

Datum: 4 Februarie 1997.

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. CJV/RB/4013.)

Case No. 10545/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

In the matter between DOUW VAN DER MERWE VILJOEN, First Plaintiff, and JEANNE GROVE, Second Plaintiff, and BRIANHEATH PROPERTIES CC, Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held by the Sheriff of Knysna at Magistrate's Court, Main Street, Knysna, on 27 March 1997 at 10:00, of the undermentioned property of the Defendant, on the conditions of sale to be read out by the auctioneer at the time of the sale:

Portion 6, a portion of Portion 2, of the farm Jackalskraal 433, situated in Knysna, in extent 42,3530 (fourty-two comma three five three nil) hectare.

The following information is furnished, though in this regard nothing is guaranteed: The property consists of a vacant farm.

Terms: The sale is with reserve. Deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Plaintiff's attorney and to be furnished to the Sheriff, Knysna, within 14 days after the date of the sale.

Conditions: The conditions of sale may be inspected at the offices of the Sheriff, Knysna, 35 Mark Street, Knysna.

Dated at Pretoria this 19th day of February 1997.

A. J. Weyers, for Weyers & Efstratiou Attorneys, 775 Schoeman Street, Arcadia, Pretoria. (DX 170.) (Tel. 343-0849.) (Fax 343-0655.) (Ref. Mr Weyers/W1812/96.)

Case No. 11593/95

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and MKHULULI GEORGE TENANA, First Execution Debtor, and NOMVULA MIRIAM TENANA, Second Execution Debtor

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth, dated 20 April 1995, and the issued warrant of execution dated 24 April 1995, the following property will be sold in execution, by public auction, without reserve, to the highest bidder, on Friday, 4 April 1997 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

All right, title and interest in Erf 385, Motherwell, in the Administrative District of Uitenhage, in extent 250 (two hundred and fifty) square metres situated at 104 Bira Street, Motherwell, Port Elizabeth, held by the Execution Debtors in their names under Certificate of Registered Grant of Leasehold 385/1 and Mortgage Bond BL3747/87.

The following improvements on the property are reported, though in this respect nothing is guaranteed: A conventional detached one-storey dwelling-house consisting of two bedrooms, lounge, kitchen and bathroom.

The conditions of sale:

1. The property is sold voetstoots, without reserve to the highest bidder and the sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended.

2. The purchase price shall be paid as to 10% (ten per centum) at the time of sale by way of deposit and the full balance together with interest, against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be delivered by the purchaser within 21 days of the date of sale.

The full conditions of sale may be inspected prior to the date of sale at the offices of The Sheriff of the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth this 18th day of February 1997.

Spilkin & Miltz, Plaintiff's Attorneys, 15 Rink Street, Central, Port Elizabeth. (Ref. O. H. Ronaasen/M. Meyer/LR.)

Case No. 9964/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and M. NGXUMESHE, Defendant

In pursuance of a judgment dated 25 March 1996 and an attachment on 6 May 1996, the right of leasehold to the following property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 4 April 1997 at 14:15:

Erf 241, Motherwell NU6 Phase 1, Administrative District of Uitenhage, in extent 206 square metres, situated at 187 Makangiso Street, Motherwell NU6.

While nothing is guaranteed, it is understood that on the property is a detached frame dwelling under a thatched roof consisting of two bedrooms, kitchen, lounge and bathroom.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within twenty one (21) days of sale. Sheriff's chargers (5% on first R30 000 and thereafter 3% (three per cent) to a maximum of R7 000 with a minimum of R260 plus VAT) are also payable on date of sale.

Dated at Port Elizabeth on this 17th day of February 1997.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, 75 Second Avenue, Newton Park, Port Elizabeth.

Case No. 3766/92

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and NORMAN LESLIE SWAIN, First Defendant, and DIANA SWAIN, Second Defendant

In pursuance of a judgment in the above Court and writ of execution dated 3 May 1993, the following property will be sold in execution on 2 April 1997 at 13:30, to the highest bidder at the site of the property:

Erf 169, Ocean View, in extent 320 (three hundred and twenty) square metres, held by Deed of Transfer T2422/92, situated at 2 Pluto Road, Ocean View, consisting of brick building, asbestos roof, fencing—only part of the property, two bedrooms, bathroom, lounge, dining-room, kitchen and cement floors.

Conditions of sale:

1. The sale shall be subject to the terms and conditions of the Magistrate's Court Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the aforegoing, 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, Simonstown.

Dated at Fish Hoek on this 21st day of February 1997.

S. R. Boyes, for Buchanan Boyes, Plaintiff's Attorneys, First Floor, 26 First Avenue, Fish Hoek. (Tel. 782-6025.) (Ref. SRB/L. Borrett/13S.)

Case No. 10915/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and PATRICK MOSES LOUW, First Defendant, and WILHELMINA ELIZABETH ELEANOR LOUW, Second Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Goodwood dated 21 November 1996, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at 30 12th Avenue, Elsies River, to the highest bidder on 2 April 1997 at 14:00:

Erf 14028, Goodwood, in the Local Area of Elsies River, Division Cape, in extent 441 (four hundred and forty one) square metres. *Street address:* 30 12th Avenue, Elsies River.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: Asbestos roof, brick walls, lounge, kitchen, three bedrooms, bathroom, separate toilet and garage.

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

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 19% from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 13th day of February 1997.

Sonnenberg Hoffmann & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St. George's Mall, Cape Town. (Ref. G. Bellairs/CF/M187022.)

Case No. 16472/96

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

ABSA BANK LIMITED, trading as UNITED BANK, *versus* HENRY JOSEPH DANIELS and NAOMI DANIELS

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 Mitchells Plain, on Tuesday, 1 April 1997 at 10:00:

Erf 32902, Mitchells Plain, in the Municipality of Cape Town, in extent 144 (one hundred and forty-four) square metres, held by Deed of Transfer T77571/93 and situated at 158 Hengelaar Street, Beacon Valley, Mitchells Plain, 7785.

Conditions of sale:

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

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

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 19% (nineteen per cent) from the date of sale to the date of transfer, against registration of transfer, which amounts are to be secured by an approved bank or building society guarantee to be delivered within 14 (fourteen) 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 held on this 14th day of February 1997.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (012) 946-3165.] (Ref. GJV/SG Z00561.)

Case No. 13825/96

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

ABSA BANK LIMITED, trading as UNITED BANK, *versus* ABRAHAM JULIUS and JEAN ELIZABETH JULIUS

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 Goodwood, on Wednesday, 2 April 1997 at 11:00:

Erf 19671, Parow, in the area of the Metropolitan Transitional Substructure, in extent 203 (two hundred and three) square metres, held by Deed of Transfer T51684/96 and situated at 10 Libra Street, Elsies River.

Conditions of sale:

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

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

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 20% (twenty 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 (fourteen) 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 held on this 10th day of February 1997.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (012) 946-3165.] (Ref. GJV/SG Z00844.)

Case No. 16681/96

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

ABSA BANK LIMITED, trading as UNITED BANK, *versus* SPENCER SEBACKSTER SAMBABA and MITCHELLE BORINA SAMBABA

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 Mitchells Plain, on Tuesday, 1 April 1997 at 10:00:

Erf 18993, Mitchells Plain, in the Municipality of Cape Town, in extent 233 (two hundred and thirty-three) square metres, held by Deed of Transfer T31960/91 and situated at 17 Marquisite Street, Rocklands, Mitchells Plain.

Conditions of sale:

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

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

3. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the full balance thereof together with interest at the rate of 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 (fourteen) days of the date of sale.

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

Dated at Bellville on this 12th day of February 1997.

G. Visser, for Malan Laäs & Scholtz, Plaintiff's Attorneys, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (012) 946-3165.] (Ref. GJV/SG Z00592.)

Saak No. 7910/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en P. F. SAMUELS, Eerste Verweerder, en A. M. SAMUELS, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Kuilsrivier en lasbrief vir eksekusie teen goed gedateer 14 Augustus 1996, sal die ondervermelde eiendom by die Kuilsrivierhof op 18 Maart 1997 om 09:00, aan die hoogste bieër geregtelik verkoop word, naamlik:

Sekere Erf 1268, Gaylee, geleë in die Metropolitaanse Oorgangsubstruktuur van Kaapstad, afdeling Stellenbosch, provinsie Wes-Kaap, groot 300 vierkante meter, gehou kragtens Transportakte T36531/86, bestaande uit drie slaapkamers, kombuis, sitkamer, badkamer en toilet.

1. Die eiendom sal aan die hoogste bieër verkoop word, sonder reserwe, welke verkoping onderhewig sal wees aan die terme en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, die reëls daarvolgens uitgevaardig, en die terme en voorwaardes vervat in die huidige titelakte van die eiendom.

2. *Betaling:* 'n Deposito van 10% (tien persent) van die koopprys sal deur die koper aan die Balju gemaak word ten tye van die verkoping in kontant, of deur middel van 'n bankgewaarborgde tjek.

Die volle balans van die koopprys [plus rente teen die heersende koers van 20,25% (twintig komma twee vyf persent) per jaar bereken op die vonnisskuld verskuldig aan die Eksekusieskuldeiser vanaf datum van verkoping tot datum van registrasie van transport] sal betaal word teen registrasie van transport, welke bedrag verseker moet word deur 'n goedgekeurde bank- of bouverenigingwaarborg wat voorsien moet word binne 14 (veertien) dae vanaf datum van verkoping.

3. Die verkoopvoorwaardes sal, onmiddellik voor die verkoping, deur die Balju of afslaer uitgelees word, en kan geïnspekteer word by die kantoor van die Balju vir die Landdroshof, te Kuilsrivier.

Gedateer te Kaapstad op hierdie 17de dag van Februarie 1997.

Jan S. de Villiers & Seun, Prokureur vir Eiser, 16de Verdieping, BP Sentrum, Thibaultplein 1, Kaapstad. (Verw. D. J. Nel/HS/G4696.)

Saak No. 7669/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en T. H. MAFEKING, Eerste Verweerder, en N. L. M. MAFEKING, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Kuilsrivier en lasbrief vir eksekusie teen goed gedateer 7 Augustus 1996, sal die ondervermelde eiendom op 17 Maart 1997 om 10:30, te Vierde Laan 274, Kraaifontein, aan die hoogste bieër geregtelik verkoop word, naamlik:

Sekere Erf 3467, Kraaifontein, geleë in die Metropolitaanse Oorgangsubstruktuur van Kaapstad, afdeling Paarl, provinsie Wes-Kaap, groot 496 vierkante meter, gehou kragtens Transportakte T22645/90.

Bestaande uit baksteengebou, asbesdak, sitkamer, eetkamer, kombuis, een en 'n halwe badkamer, toilet, vier slaapkamers en motorhuis.

1. Die eiendom sal aan die hoogste bieër verkoop word, sonder reserwe, welke verkoping onderhewig sal wees aan die terme en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, die reëls daarvolgens uitgevaardig, en die terme en voorwaardes vervat in die huidige titelakte van die eiendom.

2. *Betaling:* 'n Deposito van 10% (tien persent) van die koopprys sal deur die koper aan die Balju gemaak word ten tye van die verkoping in kontant, of deur middel van 'n bankgewaarborgde tjek.

Die volle balans van die koopprys [plus rente teen die heersende koers van 20,25% (twintig komma twee vyf persent) per jaar bereken op die vonnisskuld verskuldig aan die Eksekusieskuldeiser vanaf datum van verkoping tot datum van registrasie van transport] sal betaal word teen registrasie van transport, welke bedrag verseker moet word deur 'n goedgekeurde bank- of bouverenigingwaarborg wat voorsien moet word binne 14 (veertien) dae vanaf datum van verkoping.

3. Die verkoopvoorwaardes sal, onmiddellik voor die verkoping, deur die Balju of afslaer uitgelees word, en kan geïnspekteer word by die kantoor van die Balju vir die Landdroshof, te Kuilsrivier.

Gedateer te Kaapstad op hierdie 17de dag van Februarie 1997.

Jan S. de Villiers & Seun, Prokureur vir Eiser, 16de Verdieping, BP Sentrum, Thibaultplein 1, Kaapstad. (Verw. D. J. Nel/HS/G4694.)

Case No. 24274/96

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

In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), formerly NATAL BUILDING SOCIETY LIMITED, Plaintiff, and DAVID HOLLIDAY, First Defendant, and ELIZABETH LAURA HOLLIDAY, Second Defendant

In pursuance of a judgment of the Magistrate's Court, Cape Town, and writ of execution dated 12 December 1996, the property listed hereunder, and commonly known as 12 Raven Close, Bloubergrant, will be sold in execution at the premises on Tuesday, 11 March 1997 at 11:30, to the highest bidder:

Erf 20037, Milnerton, in the Municipality of Milnerton, Cape Division, in extent 305 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: A tiled roof dwelling consisting of a lounge, two bedrooms, with built-in-cupboards, one and a half bathrooms, double garage and a kitchen with built-in-cupboards.

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, 8001. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 17th day of February 1997.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D. Brandt/N/2256.)

Case No. 10395/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Judgment Creditor, and ADRIAAN HERMANUS, First Judgment Debtor, and SARAH HERMANUS, Second Judgment Debtor

In pursuance of a judgment granted on 6 November 1996, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 1 April 1997 at 14:00 at Kuils River Court-house:

Description: Erf 699, Eerste River in the Local Area of Blue Downs, Cape Division, in extent four hundred and thirty-four (434) square metres.

Postal address: 4 Arlene Street, Eerste River.

Improvements: Dwelling: Three bedrooms, lounge, kitchen, bathroom and toilet (not guaranteed), held by Deed of Transfer T9526/84.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 19,25% (nineteen comma two five per centum) or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 20th day of February 1997.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, De Tyger Building, corner of McIntyre and Hannes Louw Drive (P.O. Box 713), Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z00778/WS/Mrs Wolmarans.)

Case No. 26038/96

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

In the matter between INVESTEC BANK LIMITED, Plaintiff, and THE TRUSTEES FOR THE TIME BEING OF THE KENT TRUST, Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Cape Town dated 21 October 1996 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at 10A Kent Road, Maitland, to the highest bidder on 8 April 1997 at 11:30:

Erf 152962, Cape Town at Maitland, in the Area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of Western Cape, in extent 311 (three hundred and eleven) square metres.

Street address: 10A Kent Road, Maitland.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: Brick dwelling under asbestos roof, consisting of three bedrooms, lounge, kitchen, bathroom and toilet and outside building.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Cape Town.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 19,25% (nineteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 13th day of February 1997.

Sonnenberg Hoffmann & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref. G. Bellairs/CF/M186038.)

Case No. 6616/94

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

In the matter between the CITY OF CAPE TOWN (formerly CENTRAL SUBSTRUCTURE OF THE CAPE METROPOLITAN AREA, formerly THE TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN, and also formerly the MUNICIPALITY OF CAPE TOWN, Plaintiff, and ANDRE ALFRED VAUGHN, Defendant

The following will be sold in execution on 1 April 1997 at 10:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 9413 (portion of Erf 7293), Mitchells Plain, 170 (one hundred and seventy) square metres, held by Deed of Transfer T47972/92, situated at 28 Bergwater, Rocklands, Mitchells Plain.

1. The following improvements are reported but not guaranteed: Dwelling.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,5% (nineteen comma 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 offices of the Sheriff.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. R. Jattiem/Z39304.)

Saak No. 6212/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, Eiser, en OSCAR MARK GEORGE, Eerste Verweerder, CHANTALL GEORGE, Tweede Verweerder, en ANGELO MICHAEL GEORGE, Derde Verweerder

Ingevolge 'n vonnis gelewer op 26 Julie 1996, in die Kuilsrivier-landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 2 April 1997 om 14:00, te Landdroshof, Van Riebeeckstraat, Kuilsrivier, aan die hoogste bieër, met geen reserweprys:

Beskrywing: Erf 2279, Blue Downs, in die gebied van die Metropolitaanse Oorgangsubstruktuur Blue Downs/Melton Rose, Afdeling van Stellenbosch, provinsie Wes-Kaap, groot 364 (driehonderd vier-en-sestig) vierkante meter, gehou kragtens Akte van Transport T60607/94.

Straatadres: Thomas Tuckerstraat 34, Eerste Rivier.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit drie slaapkamers, kombuis, sitkamer, badkamer en toilet.

1. Die verkoping is onderhewig aan die voorwaardes van die Wet op Landdroshowe en die reëls onderhewig daaraan.

2. *Betaling:* Tien persent (10%) van die verkoopprys op die dag van die veiling en die balans, tesame met rente bereken op die Eiser se eis teen 'n koers van 19,25% (negentien komma twee vyf persent) vanaf datum van verkoping tot datum van registrasie teen registrasie van die eiendom op die naam van die koper, welke betaling versekureer sal wees deur 'n waarborg van 'n goedgekeurde finansiële instelling, binne 14 (veertien) dae vanaf datum van verkoping.

3. Die koper sal verantwoordelik wees vir betaling van rente aan die eksekusieskuldeiser en die verbandhouer, indien enige, vanaf datum van verkoping tot datum van registrasie soos uiteengesit in die verkoopvoorwaardes.

4. Oordrag sal gedoen word deur die Eiser se prokureurs en die koper sal alle oordragkoste, lopende belastings en ander noodsaaklike heffings ten opsigte van die registrasie, soos aangevra deur die voormelde oordragprokureurs.

5. Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Northumberlandstraat 29, Bellville.

Gedateer te Bellville op hede die 7de dag van Februarie 1997.

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/A0020/37.)

Case No. 12232/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Judgment Creditor, and CORNELIUS CRONJE, First Judgment Debtor, and LIZA-MARI CRONJE, Second Judgment Debtor

In pursuance of a judgment granted on 13 January 1997, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 1 April 1997 at 14:00 at Kuils River Court-house:

Description: Erf 12856, Kraaifontein, situated in the area of the Metropolitan Substructure of Kraaifontein, Paarl Division, Province of the Western Cape, in extent two hundred and eighty-one (281) square metres.

Postal address: 9 Buffelsberg Close, Kraaifontein.

Improvements: Dwelling: Two bedrooms, kitchen, bathroom, toilet and lounge (not guaranteed).

Held by Deed of Transfer 93616/95.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 19% (nineteen per centum), or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the porperty into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 20th day of February 1997.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, De Tyger Building, corner of McIntyre and Hanes Louw Drive (P.O. Box 713), Parow, 7500. [Tel. (021) 92-6017.]

Case No. 10744/95

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

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. 87/01384/06), Plaintiff, and SHAUN SEDRICK JAFTHA, First Defendant, and MICHELLE THERESA JAFTHA, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 30 August 1995, the property listed hereunder, and commonly known as 34 Chevrolet Crescent, Beacon Valley, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Mitchells Plain on Tuesday, 15 April 1997 at 10:00, to the highest bidder:

Erf 30027, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 110 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Semi-detached maisonette built of brick, comprising of two bedrooms, lounge, kitchen, bathroom and toilet.

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitcells Plain South, 2 Mulberry Way, Strandfontein. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 10th day of February 1997.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, NBS Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D Brandt/N.2000.)

Case No. 35256/96

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

In the matter between INVESTEC BANK LIMITED, Plaintiff, and PRAHASH VITHAL PARBHOO, Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg, dated 30 December 1996, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at 61 Rust Road, Crawford, to the highest bidder on 11 April 1997 at 14:00:

Erf 37547, Cape Town at Athlone, in the Municipality of Cape Town, Cape Division, in extent 465 (four hundred and sixty-five) square metres.

Street address: 61 Rust Road, Crawford.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: Lounge, dining-room, kitchen, four bedrooms, two bathrooms and two w.c., garage and granny flat.

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

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 19,25% (nineteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town this 14th day of February 1997.

Sonnenberg Hoffmann & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref. G. Bellairs/CF/M188811.)

Case 10352/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Judgment Creditor, and PATRICK CORREIA, Judgement Debtor

In pursuance of a judgment granted 13 January 1997, in the Kuils River, Magistrate's Court, the following property will be sold to the highest bidder on 1 April 1997 at 14:00, at Kuils River Court-house:

Description: Erf 3627, Eerste River in the Local Area of Blue Downs, Stellenbosch Division, in extent three hundred and twenty-five (325) square metres. Postal address: 40 Campher Crescent, Beverley Park.

Improvements: Dwelling: Three bedrooms, lounge, kitchen, bathroom and toilet (not guaranteed), held by Deed of Transfer 92811/93.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 19,25% (nineteen comma two-five) per cent or the prevailing rate, from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow this 20th February 1997.

Saaiman W. J. M., for Van Niekerk, Groenewoud & Van Zyl, Plaintiff's Attorneys, De Tyger Building, c/o McIntyre & Hannes Louw Drive, Parow, 7500; P.O. Box 713, Parow, 7500. [Tel. (021) 92-6017.]

Case No. 11936/96

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

(Witwatersrand Local Division)

In the matter between ABSA BANK LIMITED trading as UNITED BANK, Judgment Creditor, and RAINIE JAFTHA, First Judgment Debtor, and LORNA ANITHA JAFTHA, Second Judgment Debtor

In pursuance of a judgment granted on 8 January 1997, in Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 1 April 1997 at 14:00, at Kuils River Court-house:

Description: Erf 2705, Scottsdene, in the Local Area of Scottsdene, Stellenbosch Division, in extent 384 (three hundred and eighty-four) square metres.

Postal address: 30 Ventura Terrace Scottsdene.

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

Held by Deed of Transfer 62998/94.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on Plaintiff's claim at the rate of 19,25% (nineteen comma two five per centum), or the prevailing rate, from the date of sale to the date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Parow on this 20th day of February 1997.

Saaiman W. J. M., for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, De Tyger Building, corner of McIntyre and Hannes Louw Drive (P.O. Box 713), Parow, 7500. [Tel. (021) 92-6017.]

Case No. 12990/96

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

In the matter between NEDCOR BANK LIMITED (formerly NEDPERM BANK LTD) (formerly S.A. PERMANENT BUILDING SOCIETY), Execution Creditor, and I. M. FERREIRA, Execution Debtor

In execution of a judgment of the Magistrate's Court for the District of Uitenhage dated 27 November 1996 and in pursuance of an attachment in execution dated 5 December 1996, a sale by public auction will be held by the Sheriff of the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 27 March 1997 at 11:00, of the following immovable property situated at 17 Len Basson Street, De Mist, Uitenhage.

Zoned: Residential.

Erf 1691, Uitenhage, in the area of Uitenhage Transitional Local Council, Division of Uitenhage, Eastern Cape Province, in extent 717 square metres, held by Ignatius Michael Ferreira under Deed of Transfer T27762/1979, and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single-storey detached conventional dwelling with lounge, three bedrooms, kitchen, dining-room, bathroom, single garage 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 centum) of the purchase price and 5% (five per centum) auctioneer's charges up to R30 000 and thereafter 3% (three per centum) to a maximum of R7 000 with a minimum of R260 in cash at the time of the sale, the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within fourteen (14) days from date of sale.

Dated at Uitenhage this 17th day of February 1997.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 SA Permanent Centre, Caledon Street, Uitenhage. (Ref. L. Butlion/ls.)

Case No. 897/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERT HELD AT BURGERSDORP

In the matter between ABSA BANK, trading as ALLIED BANK, Plaintiff, and P. FIELD, Defendant

In pursuance of a judgment of the Honourable Court and writ of execution, the undermentioned property will be sold to the highest bidder on 19 March 1997 at 10:00, at the Magistrate's Office, Church Street, Burgersdorp:

Erf 488, Burgersdorp, situated at 10 Murray Street, Burgersdorp, measuring 669 square metres.

Improvements: Three bedrooms, living-room, lounge, bathroom, kitchen, pantry and garage.

Conditions of sale:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price on the day of the auction and the balance plus interest against transfer to be secured by a bank guarantee to be furnished to the Sheriff within 21 (twenty-one) days after the date of sale.

2. The purchaser is liable for all costs for transfer as well as the Sheriff's costs.

3. The purchaser is liable for all outstanding municipal rates and taxes.

4. The full conditions of sale may be inspected at the office of the Sheriff, Hendrik Potgieter Street, Burgersdorp and/or at the office of Messrs Hanekom and Bester, Burgersdorp.

Dated at Burgersdorp on this 7th day of February 1997.

Hanekom & Bester, Plaintiff's Attorney, 6 Church Street, P.O. Box 19, Burgersdorp, 9744. [Tel. (051) 653-1871.]

Case No. 17923/93

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

In the matter between NBS BANK LIMITED, formerly NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and SALMON FERGUST LEONARD, First Defendant, and JENIFER LEONARD, Second Defendant

In pursuance of a judgment of the Magistrate's Court of Bellville, and writ of execution dated 20 August 1993, the property listed hereunder, and commonly known as 60 Rutger Crescent, Belhar, will be sold in execution in front of the Magistrate's Court, Bellville, on Tuesday, 15 April 1997 at 14:00, to the highest bidder:

Erf 31910 (portion of Erf 31906), Bellville, in the Local Authority of Belhar, Cape Division, in extent 304 square metres.

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

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Bellville, 29 Northumberland Street, Bellville. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town on this 14th day of February 1997.

I. Broodryk, for Syfret Godlonton-Fuller Moore Inc., 11th Floor, N.B.S. Waldorf, 80 St George's Mall, Cape Town. (Ref. IB/D. Brandt/N.1521.)

Case No. 13015/96

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 C. and N. STRUMPHER, Judgment Debtor

The undermentioned property will be sold in execution at the premises at 178 Vorster Street, Kraaifontein, on 3 April 1997 at 13:45:

Erf 13961, Kraaifontein, situated in the Area of the Eastern Substructure of Kraaifontein, Paarl Division, Western Cape, in extent 339 (three three nine) square metres.

Comprising two bedrooms, lounges, kitchen and bathroom.

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 Small & Durr, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/hvdm/00576.)

Case No. 3861/96

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

In the matter between TNBS MUTUAL BANK, Judgment Creditor, and GOODWIN LUNGILE NGCABA, Judgment Debtor

The property known as certain piece of land being Erf 6968, Butterworth Extension 26 Township, situated in the Municipality and District of Gcuwa, measuring 390 (three hundred and ninety) square metres, shall be sold to the highest bidder by the Messenger of the Court, on 3 March 1997 at 10:00.

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

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

Case No. 5917/95

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

In the matter between TNBS MUTUAL BANK, Judgment Creditor, and NELSON LULAMILE MANKAYT, Judgment Debtor

The property known as certain piece of land situated in the Municipality of Ezibeleni, District of Cacadu in Ezibeleni Township Extension 2, being Erf 2170, Ezibeleni, measuring eight one seven (817) square metres, shall be sold to the highest bidder by the Messenger of the Court on 5 March 1997 at 10:30:

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

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

Case No. 252/95

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

In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and TOKOZILE KOTI, Judgment Debtor

The property known as certain piece of land being Erf 17, Butterworth in Butterworth Township, Extension 2, situated in the Municipality of Butterworth, District of Gcuwa, measuring one thousand three hundred and seventy-three (1 373) square metres, shall be sold to the highest bidder by the Messenger of the Court on 3 March 1997 at 11:00.

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

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

Case No. 3407/96

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

In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and BINGO MAFILIKA, Judgment Debtor

The property known as certain piece of land being Erf 6980, Butterworth, in Butterworth Township Extension 26, situated in the Municipality of Butterworth District of Gcuwa, shall be sold to the highest bidder by the Messenger of the Court on 3 March 1997 at 11:30.

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

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

Case No. 461/95

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

In the matter between TRANSKEI NATIONAL BUILDING SOCIETY, Judgment Creditor, and ARCHIE CORNELIUS SIYOLO SOLOMBELA, Judgment Debtor

The property known as certain piece of distinguished land at 14 Ries Avenue Extension 6 and being Erf 864, situated in the Municipality of Butterworth, in the District of Gcuwa, measuring one thousand and fifty square metres (1 010 square metres).

Shall be sold to the highest bidder by the Messenger of the Court, Butterworth, on 5 March 1997 at 12:00.

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

Chris Bodiant, Attorney for Judgment Creditor, 28 Madeira Street, Umtata.

Case No. 24057/95

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MAGAMAT ARMIEN STEMMET, and ZUREENA ARMIEN, Defendants

In execution of a judgment of the Wynberg Magistrate's Court, in the above-mentioned suit, a sale without reserve will be held at 19 Bally Green, Summer Greens, on Thursday, 27 March 1997 at 11:30, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the Magistrate's Court of Cape Town, Mandatum Building, Barrack Street, Cape Town, prior to the sale:

Erf 4144, Montague Gardens, in the Municipality of Milnerton, Cape Division, in extent 300 (three hundred) square metres, held by Deed of Transfer T34888/94.

The following improvements to the property are reported, though in this respect nothing is guaranteed: A dwelling comprising three bedrooms, kitchen, bathroom, lounge and garage.

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 aforegoing, be sold to the highest bidder.

2. 10% (ten per centum) of the purchase price shall be paid in cash or bank-guaranteed cheque immediately after the property is declared to be sold, the balance (payable against registration of transfer) shall be secured by a bank/building society or other acceptable guarantee to be furnished within 14 (fourteen) days of the date of the sale.

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

Dated at Cape Town this 24th day of February 1997.

Burton White, Plaintiff's Attorneys, Suite 306, Victoria Wharf Offices, Victoria and Alfred Waterfront, Cape Town. (Docex 82.) (Ref. D. Burton/dp/F283.)

Saak No. 56/97

IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

In die saak tussen EERSTE NASIONALE BANK VAN S.A. BEPERK, Eiser, en COENRAAD W. VAN WYK, Verweerder

Ingevolge uitspraak van die Landdroshof van Mosselbaai en lasbrief vir eksekusie teen goed, sal die ondervermelde eiendom op Woensdag, 26 Maart 1997 om 11:00, te Geelhoutstraat 51, Hartenbosheuwels, Hartenbos (Erf 1882, Hartenbos), aan die hoogste bieër verkoop word, naamlik:

Erf 1882, Hartenbos, groot 1 251 vierkante meter.

Onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieër, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en onderhewig aan die voorwaardes van die bestaande titelakte.

2. Die koopprys sal betaalbaar wees teen betaling van tien persent (10%) van die koopprys in kontant onmiddellik na afhandeling van die verkoop en die onbetaalde balans tesame met rente daarop bereken teen 20% (twintig persent) per jaar tot datum van registrasie van transport, sal binne een-en-twintig (21) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings beweer op die eiendom te wees: Ingangsportaal, sitkamer, familiekamer, eetkamer, studeerkamer, kombuis, opwaskamer, vier slaapkamers, twee badkamers, toilet, aantrekkamer, binnebraai, dubbele motorhuis, buitekamer met stort en toilet en wynkelder.

4. Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantoor van die Balju, Montagustraat 99, Mosselbaai, en by die kantore van die Eksekusieskuldeiser se prokureurs te Kerkstraat 10, Mosselbaai, nagesien word.

Gedateer te Mosselbaai hierdie 27ste dag van Februarie 1997.

A. P. Deacon, vir Rauch-Gertenbach Ingelyf, Kerkstraat 10, Posbus 132, Mosselbaai.

Case No. 11593/95

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

In the matter between NEDCOR BANK LIMITED, Execution Creditor, and MKHULULI GEORGE TENANA, First Execution Debtor, and NOMVULA MIRIAM TENANA, Second Execution Debtor

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth, dated 20 April 1995, and the issued warrant of execution dated 24 April 1995, the following property will be sold in execution, by public auction, without reserve, to the highest bidder on Friday, 4 April 1997 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

All right, title and interest in Erf 385, Motherwell, in the Administrative District of Uitenhage, in extent 250 (two hundred and fifty) square metres, situated at 104 Bira Street, Motherwell, Port Elizabeth, held by the Execution Debtors in their names under Certificate of Registered Grant of Leasehold 385/1 and Mortgage Bond BL3747/87.

The following improvements on the property are reported, though in this respect nothing is guaranteed: A conventional detached one storey dwelling-house consisting of two bedrooms, lounge, kitchen and bathroom.

The conditions of sale:

1. The property is sold voetstoots, without reserve to the highest bidder and the sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended.

2. The purchase price shall be paid as to 10% (ten per centum) at the time of sale by way of deposit and the full balance together with interest, against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be delivered by the purchaser within 21 (twenty-one) days of the date of sale.

The full conditions of sale may be inspected prior to the date of sale at the offices of the Sheriff of the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth on this 18th day of February 1997.

Spilkin & Miltz, Plaintiff's Attorneys, 15 Rink Street, Central, Port Elizabeth. (Ref. O. H. Ronaasen/M Meyer/LR.)

Case No. 049005/95

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and CHRISTIAAN JOHANNES VAN VUUREN, Defendant

In pursuance of a judgment dated 17 January 1996 and an attachment on 8 February 1996, the following property will be sold at 37 McHardy Avenue, Steytler Township, Port Elizabeth, by public auction on Tuesday, 25 March 1997 at 11:00:

Erf 1005, Mount Road in the Municipality of Port Elizabeth, in extent 507 square metres, situated at 37 McHardy Avenue, Steytler Township, Port Elizabeth, while nothing is guaranteed, it is understood that on the property is a detached conventional dwelling under a tiled roof, consisting of three bedrooms, lounge, kitchen, family room, one and a half bathrooms and garage.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court South, 36 North Street, Port Elizabeth.

Terms: 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale. Sheriff's charges [2,5% (two comma five per cent) on first R30 000 (thirty thousand rand) and thereafter 1,5% (one comma five per cent) with a minimum of R260 (two hundred and sixty rand) and a maximum of R4 000 (four thousand rand)] and auctioneer's charges 4,5 (four comma five per cent) plus VAT in both cases are also payable on date of sale.

Dated at Port Elizabeth on this 19th day of February 1997.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, 75 Second Avenue, Newton Park, Port Elizabeth.

Case No. 2013/94

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

In the matter between STANDARD BANK OF S.A. LTD, Plaintiff, and DANIEL SWARTZ, Defendant

In pursuance of judgment granted on 25 July 1995, in the Oudtshoorn Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 28 March 1997 at 10:00, Magistrate's Office, St John Street, Oudtshoorn, to the highest bidder:

Description: Erf 3835, Oudtshoorn, in the Municipality and Division of Oudtshoorn, Western Cape Province, in extent 397 (three hundred and ninety-seven) square metres.

Postal address: 1432, Volstruis Way, Brixton, Oudtshoorn.

Property consists of lounge, dining-room, kitchen, bathroom, toilet, three bedrooms, garage and outside building, held by the Defendant in his name under Deed of Transfer T1706/95.

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

2. *Payment:* The purchaser shall pay 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest calculated on the Plaintiff's claim and the rate of 15,50% (fifteen comma fifty per cent) from the date of sale to the date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved financial institution guarantee within 14 (fourteen) days of the date of sale.

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

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

The full conditions of sale which may be inspected at the offices of the Sheriff of the Magistrate's Court, Jacobson Street, Outdshoorn.

Dated at Bellville on this 18th day of February 1997.

H. N. Wilson, for Bornman & Hayward, Plaintiff's Attorneys, Saambou Building, 14 Kruskal Avenue, Bellville; P.O. Box 393 and 757, Bellville, 7535. [Tel. (012) 948-7400.] (Ref. HNW/CP/S0168/46.)

Case No. 23143/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and NAIAM KARRIEM, First Defendant, and LAMEEZ KARRIEM, Second Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Cape Town dated 27 September 1996 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at 105 Seventh Street, Kensington, to the highest bidder on 8 April 1997 at 10:00:

Erf 146764, Cape Town at Maitland, in the area of the Transitional Metropolitan Substructure of Cape Town, in extent 250 (two hundred and fifty) square metres.

Street address: 105 Seventh Street, Kensington.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: A brick and mortar semi-detached dwelling under zinc roof consisting of two bedrooms, a kitchen, a lounge and a bathroom/toilet.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and wil lie for inspection at the offices of the Sheriff of the Magistrate's Court, Cape Town.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 19,25% (nineteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 13th day of February 1997.

Sonnenberg Hoffmann & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref. G. Bellairs/CF/M185420.)

Case No. 35254/96

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

In the matter between INVESTEC BANK LIMITED, Plaintiff, and THE TRUSTEES FOR THE TIME BEING OF THE PATTON TRUST, Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg dated 14 January 1997 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at 32 Devon Road, Lansdowne, to the highest bidder on 9 April 1997 at 14:00:

Erf 119713, Cape Town at Lansdowne, situated in the Municipality of Cape Town, Cape Division, in extent 496 (four hundred and ninety-six) square metres.

Street address: 32 Devon Road, Lansdowne.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: Brick walls under tile roof, lounge, kitchen, three bedrooms, bathroom and w.c. and double garage.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and wil lie for inspection at the offices of the Sheriff of the Magistrate's Court, Wynberg.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 19,25% (nineteen comma two five per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 13th day of February 1997.

Sonnenberg Hoffmann & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref. G. Bellairs/CF/M186063.)

Case No. 43827/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and ACHMAT ALEXANDER, Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg, dated 8 January 1997, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at 23 Greenway Close, Wetton, to the highest bidder, on 11 April 1997 at 10:00:

Erf 1437, Wetton, in the Area of the Transitional Metropolitan Substructure, Cape Rural Council, Division Cape, in the Province of Western Cape, in extent 180 (one hundred and eighty) square metres.

Street address: 23 Greenway Close, Wetton.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: Single-brick dwelling under a tiled roof, consisting of three bedrooms, bathroom and toilet, kitchen and lounge.

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

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 19% (nineteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 14th day of February 1997.

Sonnenberg Hoffmann & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref. G. Bellairs/CF/M188560.)

Case No. 39/96

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

In the matter between BOLAND BANK PKS BEPERK, Plaintiff, and DE WAAL, CORNELIUS, Defendant

In pursuance of a judgment granted on 11 September 1996, in the Tarkastad Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 2 April 1997 at 10:00, at the Magistrate's Office, Tarkastad, to the highest bidder:

Description: Erf 1890, Tarkastad and Erf 1070, Tarkastad, in extent Erf 1070, measures two thousand one hundred and forty-one (2 141) square metres, Erf 1890, measures four hundred and ninety-six (496) square metres.

Postal address: Erf 1070, 9 Grey Street, Tarkastad, Erf 1890, Enslin Street, Tarkastad.

Improvements: Erf 1070, Dwelling house and usual outbuildings together with shop premises. Erf 1890, dwelling-house and usual outbuildings.

Held by the Defendant in his name under Deed of Transfer T55713/90 as well as Deed of Transfer T60877/92.

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 deeds. Neither the Plaintiff nor the Sheriff give any warranty as to the property to be sold.

3. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the day of the sale and the balance together with interest, at the rate certified by the Execution Creditor as being the rate of interest payable on the amounts of the awards to the Execution Creditor in the plan of distribution, shall be payable against transfer and shall be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys which is to be furnished by the Purchaser to the Sheriff of the Magistrate's Court within fourteen (14) days of the date of sale.

4. The purchaser shall be liable for payment of interest to the execution creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

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

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, Tarkastad.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 28 Prince Alfred Street, P.O. Box 467, Queenstown.

Dated at Queenstown this 20th day of February 1997.

P. J. Cloete, for C. S. Fiveash & Cloete, Plaintiff's Attorneys, 40 Ebden Street, Queenstown, 5320; P.O. Box 986, Queenstown, 5320. (0451/3148.) (Ref. PJC/Z02181.)

Case No. 34348/96

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

In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Execution Creditor, and SIDNEY SRINIVASAN GANESAN, First Execution Debtor, CHERYL LYNN ELLAMMA GANESAN, Second Execution Debtor

In terms of a judgment granted by the Magistrate's Court for the District of The Cape dated 13 January 1997 and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held on the premises, to the highest bidder on 25 March 1997 at 12:00:

Erf 3367, Montague Gardens in the Northern Substructure, Cape Division, Western Cape Province, in extent 250 (two hundred and fifty) square metres.

Street address: 49 Summer Greens Drive, Summer Greens.

Conditions of sale:

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

(2) The following information is furnished but not guaranteed: Tiled roof dwelling consisting of three bedrooms, bathroom, lounge, kitchen with built-in cupboards and garage.

(3) The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, Mandatum Building, 44 Barack Street, Cape Town.

(4) Payment shall be effected as follows: 10% (ten per cent) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 19% (nineteen per cent) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Bellville on this 17th day of February 1997.

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

Case No. 9066/96

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

In the matter between ABSA BANK BPK, Plaintiff, and W. HOOGSTANDER, First Defendant, and S. HOOGSTANDER, Second Defendant

In pursuance of a judgment in the Court of the Magistrate of Kimberley issued on 4 December 1996 and a warrant of execution dated 2 December 1996 the undermentioned property will be sold in execution to the highest bidder at the Magistrate's Court, Kimberley, on Thursday, 3 April 1997 at 10:00:

Certain Erf 17671, situated in the City and District of Kimberley, measuring 330 (three three nil) square metres, held by Deed of Transfer T8874/1993, also known as 24 Hyacinth Street, Roodepan, Kimberley.

The following improvements on the property are reported, but nothing is guaranteed: Lounge, kitchen, two bedrooms, bathroom and toilet.

10% (ten per cent) of the purchase price together with value-added tax thereon, where applicable, and auctioneer's charges together with value-added tax on such charges payable in cash on the date of the sale, the balance of the purchase price together with value-added tax on such balance, where applicable, against transfer to be secured by an acceptable guarantee.

The conditions of sale may be inspected during office hours at the office of the Sheriff of Kimberley and will be read out immediately prior to the sale.

Dated at Kimberley on this 21st day of January 1997.

Frank, Horwitz, Hugo & Fletcher, Attorneys for Plaintiff, Second Floor, United Building, Chapel Street, Kimberley. (Ref. H. Pistorius/cg/A77.)

Saak No. 798/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VAN KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen FIDELITY BANK BEPERK, Eiser, en JONATAN FARO, Eerste Verweerder, en VANESSA ANNE FARO, Tweede Verweerder

In die gemelde saak sal 'n veiling gehou word op Dinsdag, 25 Maart 1997 om 14:00, op die plek te Sewendelaan 149, Kraaifontein:

Erf 3877, Kraaifontein, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur Kraaifontein, afdeling Paarl, provinsie Wes-Kaap, groot 496 vierkante meter, gehou deur die verweerder kragtens Transportakte T76311/93 gedateer 29 September 1993.

Verkoopvoorwaardes:

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

2. Een-tiende van die koopprys word onmiddelik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame rente daarop teen 20% (twintig persent) per jaar betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeterings is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): 'n Woonhuis bestaande uit sit/eetkamer, twee slaapkamers, kombuis, badkamer en enkel motorhuis.

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/Kuilsrivier, Northumberlandstraat 29, Bellville, en in die kantoor van die ondergetekende.

Gedateer te Bellville op hierdie 21ste dag van Februarie 1997.

Marais Müller, vir E. L. Conradie, Prokureur vir Vonnisskuldeiser, Sewende Verdieping, Blok B, BSE-Sentrum, Voortrekkerweg 89, Bellville. (Tel. 948-4061.)

Case No. 3087/96

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and DALIBHUNGA MDUNYELWA, First Defendant, and CHRISTINA CIKIZWA MDUNYELWA, Second Defendant

In pursuance of a judgment in the above Court and writ of execution dated 27 November 1996, the following property will be sold in execution on 26 March 1997 at 15:00, to the highest bidder at the site of the property:

Erf 16594, Fish Hoek, in extent 301 (three hundred and one) square metres, held by Deed of Transfer T34115/96, situated at 7 Capri Close, Capri Village, Sunnydale, consisting of brick dwelling with tiled roof and fencing, bedroom, bathroom, lounge, dining-room, open-plan, cement floors, carpets in three rooms and kitchen.

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 aforegoing, be sold to the highest bidder.

2. *Payment:* 10% (ten per centum) 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 14 (fourteen) 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, Simonstown.

Dated at Fish Hoek this 17th day of February 1997.

S. R. Boyes, for Buchanan Boyes, Plaintiff's Attorneys, First Floor, 26 First Avenue, Fish Hoek. (Tel. 782-6025.) (Ref. SRB/L. Borrett/5M.)

Case No. 30707/96

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MATHYS HENDRIK GREEFF BASSON, First Defendant, and LUCILLE BASSON, Second Defendant

In the above matter a sale will be held on Tuesday, 1 April 1997 at 10:00, at the site of G31 Wilgerpark, Stellenberg Road, Bellville, being Section 236, Wilgerpark, situated in the area of the Transitional Metropolitan Substructure Bellville, Division Cape, measuring 42 (forty-two) square metres.

Conditions of sale:

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

2. One-tenth of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the rate of 20% (twenty per centum) per annum is to be paid against registration of transfer, which shall be given and taken forthwith after the sale.

3. The following improvements are on the property (although nothing in this respect is guaranteed): A dwelling comprising bedroom, bathroom/toilet, kitchen and lounge.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville, and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case No. 5587/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Judgment Creditor, and BRENDA FRAZENBURG, First Judgment Debtor, and ANDRE ANDRIEAS MARTINS, Second Judgment Debtor, and SENDRA CORNELIA MARTINS, Third Judgment Debtor

In pursuance of a judgment granted on 28 June 1996, in the Kuils River Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24 March 1997 at 14:00, at Kuils River Court-house, to the highest bidder:

Description: Erf 1142, Blue Downs, in extent 381 (three hundred and eighty-one) square metres.

Postal Addres: 50 Visser Crescent, Eerste River.

Improvements: Three bedrooms, single garage, lounge, kitchen, bathroom and toilet, held by the Defendants in his name under Deed of Transfer T39970/95.

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: Three bedrooms, single garage, lounge, kitchen, bathroom and toilet.

3. *Payment:* 10% (ten per centum) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19,25% (nineteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer, against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of sale.

Dated at Athlone this 5th day of February 1997.

R. Ahmed, for Gihwala Abercrombie, Plaintiff's Attorneys, Second Floor, Kismet Plaza, Old Klipfontein Road, Athlone, 7764 (P.O. Box 21), Athlone, 7760. [Tel. (021) 696-6319.] (Ref. RA/VS/C16571/Z17890.)

Saak No. 69/96

IN DIE LANDDROSHOF VIR DIE DISTRIK ROBERTSON GEHOU TE ROBERTSON

In die saak tussen BOLAND BANK PKS BEPERK, Eiser, en mnr. ABRAHAM PHILLANDER, EN ME ISSABELLA CHRISTINA PHILLANDER, Verweerder

Die volgende eiendom sal in eksekusie per openbare veiling verkoop word op 26 Maart 1997 om 12:00, by die perseel te Magnoliastraat 13, Ashton:

Erf 1447, Ashton, grootte 209 vierkante meter, gehou kragtens Transportakte T14605/1995.

Alhoewel geen waarborge gegee word nie, word die volgende inligting verskaf: Woonhuis met drie slaapkamers, sitkamer, eetkamer, kombuis en badkamer.

Die koopprys sal betaal word by wyse van 'n deposito van 10% (tien persent) daarvan in kontant ten tyde van die verkoping en die volle saldo daarvan is teen registrasie van oordrag betaalbaar.

Die verkoopvoorwaardes lê ter insae by die kantore van die Balju vir die Landdroshof, Montagu en Le Roux, Pretorius Prokureurs, Kerkstraat 24, Robertson. Die aanwysings om by die perseel waarop die verkoping gaan plaasvind uit te kom, is verkrygbaar vanaf die Balju, met Tel. (023) 46-2220.

Gedateer te Robertson op hierdie 20ste dag van Februarie 1997.

Le Roux-Pretorius Prokureurs, Prokureurs vir Vonnisskuldeiser, Kerkstraat 24, Robertson, 6705. (Verw. Philla/FLR.)

Case No. 20807/94

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Judgment Creditor, and KENNETH SUMMERS, First Judgment Debtor, and BARENESE RAVONA SUMMERS, Second Judgment Debtor

In pursuance of a judgment of the Magistrate's Court, Mitchells Plain, dated 24 January 1996, and a writ of execution issued thereafter, the following property will be sold in execution at 1 Catamaran Crescent, Strandfontein, on Tuesday, 22 April 1997 at 10:00, to the highest bidder, namely:

Erf 14757, Mitchells Plain, in the Municipality of Cape Town, Division Cape, in extent 372 (three hundred and seventy-two) square metres, held by Deed of Transfer T27554/1992, commonly known as 1 Catamaran Crescent, Strandfontein, and comprising the following improvements but nothing is guaranteed: Tiled roof, brick walls, three bedrooms, lounge, kitchen, bathroom, toilet and garage.

Conditions of sale:

1. The property is sold voetstoots and ten percent (10%) of the purchase price shall be paid in cash and the balance against transfer.

2. The full conditions of sale will be read out immediately prior to the sale and may be inspected at the offices of the Sheriff for the Magistrate's Court, and the offices of Plaintiff's attorneys.

Dated at Athlone on this 17th day of February 1997.

Y. Ebrahim & Co., Plaintiff's Attorneys, 106 Athfin Centre, Church Street, Athlone. (Ref. BW/vm/F2994.)

Case No. 8772/96

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

In the matter between ABSA BANK LIMITED, Judgment Creditor, and NICOLAAS JOHANNES JACOBUS RUITER, First Judgment Debtor, and FATIMA RUITER, Second Judgment Debtor

The following property will be sold in execution at the Court-house on Tuesday, 1 April 1997 at 14:00, to the highest bidder:

Erf 3471, Blue Downs, situated in the area of the Eastern Substructure, Division Stellenbosch, Western Cape Province, in extent 330 square metres, held by Deed of Transfer T59587/1990, situated at 7 Rose Street, Blue Downs, Cape.

1. The following improvements are reported but not guaranteed: Brickwall building under a asbestos roof, consisting of two bedrooms, bathroom/toilet, kitchen and lounge.

2. *Payment:* A deposit of ten per centum (10%) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 18,25% (eighteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to the date of transfer against registration of transfer], which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

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

H. Mohamed & Associates, Attorneys for Judgment Creditor, corner of Klipfontein and Belgravia Roads, Athlone. (Ref. Coll/ML/sg18/58738/96.)

Case No. 17785/96

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and Mr E. C. DE MONK, First Defendant, and Mrs K. DE MONK, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 8 October 1996, the property listed hereunder will be sold in execution on 15 April 1997 at 10:00, at Mitchells Plain Magistrate's Court, Mitchells Plain, to the highest bidder:

Certain Erf 33808, Mitchells Plain, in the Municipality of Cape Town, Division of Cape, and situated at 41 De La Rey Crescent, Eastridge, Mitchells Plain, in extent 162 (one hundred and sixty-two) square metres, held by Deed of Transfer T66168/92, situated at 41 De La Rey Crescent, Eastridge, Mitchells Plain.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of semi-detached, brick building, asbestos roof, bathroom, toilet, kitchen and lounge.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19,25% (nineteen comma two five per cent) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Goodwood this 14th day of February 1996.

Heyns & Partners Incorporated, Attorneys for Judgment Creditor, 168 Vasco Boulevard, Goodwood. (Ref. N. Marais/mb/A478.)

Case No. 12239/92

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

In the matter between NBS BANK LIMITED, Plaintiff, and N. PHILLIPS, Defendant

In pursuance of a judgment in the Court for the Magistrate of Wynberg and writ of execution dated 25 March 1992, the property listed hereunder will be sold in execution on 27 March 1997 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 23878, Khayelitsha, in the Town Council of Lingelethu West Cape Division, Western Cape Province, and situated at Stand 23878, Khayelitsha, in extent 113 (one hundred and thirteen) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling, under asbestos roof consisting of bedroom, bathroom/toilet and handbasin, kitchen and lounge.

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 Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 14th day of February 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. N. Marais/mb/NZ595.)

Case No. 13858/92

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

In the matter between NBS BANK LIMITED, Plaintiff, and Mr K. J. JACK, First Defendant, and Mr N. N. JACK, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 2 February 1996, the property listed hereunder will be sold in execution on 20 March 1997 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 23947, Khayelitsha, in the Local Area of the Town Council of Lingelethu West Cape Division, Western Cape Province, and situated at Stand 23947, Khayelitsha, in extent 112 (one hundred and twelve) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single dwelling, brick walls under asbestos roof consisting of two bedrooms, bathroom/toilet and handbasin, kitchen and lounge.

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 Mitchells Plain. A substantial building society loan can be raised for an approved purchaser.

Dated at Goodwood this 11th day of February 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref. N. Marais/mb/NZ1082.)

Case No. 3161/93

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOEGAMAT SMITH, First Defendant, and FOZIA SMITH, Second Defendant

In pursuance of a judgment in the above Court and writ of execution dated 22 September 1993, the following property will be sold in execution on 2 April 1997 at 12:30, to the highest bidder at the site of the property:

Erf 911, Ocean View, in extent 120 (one hundred and twenty) square metres, held by Deed of Transfer T63064/92, situated at 24 Apollo Way, Ocean View.

Consisting of brick house, asbestos roof, burglar bars and fully fenced in, three bedrooms, bathroom, family/dining-room, cement floors, no carpets and no garage.

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 aforegoing, 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, Simonstown.

Dated at Fish Hoek this 21st day of February 1997.

S. R. Boyes, for Buchanan Boyes, Plaintiff's Attorneys, First Floor, 26 First Avenue, Fish Hoek. (Tel. 782-6025.) (Ref. SRB/L. Borrett/14S.)

Case No. 97/96

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MIRRIAM NOMBULELO MBABALA, Defendant

In execution of a judgment of the Magistrate's Court, East London in the above matter, a sale will be held on Tuesday, 25 March 1997 at 10:00, at the Magistrate's Court, Komga as referred to below:

Erf 128, Komga (Komga Transitional Local Council), in extent 870 (eight hundred and seventy) square metres, also known as 1 Station Street, Komga.

The following information relating to the property is furnished but not guaranteed in any way.

A single storey, painted brick dwelling under high iron roof with attached and detached outbuildings. Consisting of entrance hall, lounge, family/dining-room/bar, kitchen, four bedrooms, bathroom with shower and toilet, bathroom with toilet, single garage, two servants' quarters and outside toilet.

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 ten per cent (10%) 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 sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the Sale attorneys.

4. The full conditions of sale 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 6th day of February 1997.

A. J. Miller, for Brown Hurly & Miller, Plaintiff's Attorneys, Fourth Floor, First National Bank Building, Oxford Street, East London. (Ref. Mr Miller/ck.)

Saak No. 2904/96

IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

In die saak tussen ABSA BANK BEPERK, handeldrywend as UNITED BANK, Eiser, en JAMES RICHARD WILFRED DAVIDS, Eerste Verweerder, en REANNA DAVIDS, Tweede Verweerder

Ten uitvoering van 'n uitspraak in die Landdroshof vir die distrik Stellenbosch en lasbrief tot uitwinning gedateer 19 September 1996, sal die volgende eiendom verkoop word, te die persele, naamlik Maroelastraat 17, The Ridge, Stellenbosch, op 1 April 1997 om 09:00, aan die hoogste bieër:

Erf 10606, Stellenbosch, geleë in die munisipaliteit en afdeling Stellenbosch, groot 245 (tweehonderd vyf-en-veertig) vierkante meter, gehou kragtens Transportakte T89759/95, ook bekend as Maroelastraat 17, The Ridge, Stellenbosch, Wes-Kaap Provinsie.

Verkoopvoorwaardes:

1. Die verkoping sal onderhewig wees aan die bepalings en voorwaardes van die Wet op Landdroshowe, die reëls daarvolgens uitgevaardig en van die toepaslike titelaktes van die eiendom en die eiendom sal, onderhewig aan die voorafgaande, aan die hoogste bieër word.

2. Die volgende verbeteringe aan die eiendom word gemeld maar niks word gewaarborg nie: Sitkamer, kombuis, drie slaapkamers en badkamer/toilet.

3. *Betaling:* Tien persent (10%) van die koopprys sal in kontant betaal word ten tyde van die verkoping en die volle balans daarvan tesame met rente teen die heersende koers van 20% (twintig persent) per jaar bereken op die bedrag van die Vonnisskuldeiser se vordering (en ingeval daar enige voorkeurskuldeiser is, dan ook die rente betaalbaar op sodanige voorkeurskuldeiser se vordering) vanaf die datum van verkoping tot datum van registrasie van oordrag, teen registrasie van oordrag, welke bedrae versekureer moet word deur 'n goedgekeurde waarborg van 'n bank wat binne veertien (14) dae vanaf datum van die verkoping afgelewer moet word.

4. *Voorwaardes:* Die volledige verkoopvoorwaardes sal onmiddellik voor die verkoping voorgelees word en lê ter insae in die kantoor van die Balju van die Landdroshof.

Cluver Markotter Ingelyf, Meintjes & Champion, Prokureurs vir Eiser, Vierde Verdieping, Oude Bloemhof Gebou, Pleinstraat, Stellenbosch.

Saak No. 7665/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en F. MAJAL Eerste Verweerder, en N. FILLIS, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Kuilsrivier en lasbrief vir eksekusie teen goed gedateer 10 Oktober 1996, sal die ondervermelde eiendom op 18 Maart 1997 om 09:00, te Kuilsrivierhof, aan die hoogste bieër geregtelik verkoop word, naamlik:

Sekere Erf 4021, Blue Downs, geleë in die Suidelike Substruktuur afdeling Stellenbosch, provinsie Wes-Kaap, groot 247 vierkante meter, gehou kragtens Transportakte T45650/1993, bestaande uit drie slaapkamers, sitkamer, kombuis, badkamer, toilet en afdak.

1. Die eiendom sal aan die hoogste bieër verkoop word, sonder reserwe, welke verkoping onderhewig sal wees aan die terme en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, die reëls daarvolgens uitgevaardig, en die terme en voorwaardes vervat in die huidige titelakte van die eiendom.

2. *Betaling:* 'n Deposito van 10% (tien persent) van die koopprys sal deur die koper aan die Balju gemaak word ten tye van die verkoping in kontant, of deur middel van 'n bankgewaarborgde tjek.

Die volle balans van die koopprys [plus rente teen die heersende koers van 20,25% (twintig komma twee vyf persent) per jaar bereken op die vonnisskuld verskuldig aan die Eksekusieskuldeiser vanaf datum van verkoping tot datum van registrasie van transport] sal betaal word teen registrasie van transport, welke bedrag verseker moet word deur 'n goedgekeurde bank- of bouverenigingwaarborg wat voorsien moet word binne 14 (veertien) dae vanaf datum van verkoping.

3. Die verkoopvoorwaardes sal, onmiddellik voor die verkoping, deur die Balju of afslaer uitgelees word, en kan geïnspekteer word by die kantoor van die Balju vir die Landdroshof, te Kuilsrivier.

Gedateer te Kaapstad op hierdie 18de dag van Februarie 1997.

Jan S. de Villiers & Seun, Prokureur vir Eiser, 16de Verdieping, BP Sentrum, Thibaultplein 1, Kaapstad. (Verw. D. J. Nel/HS/G4687.)

Case No. 25616/91

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

In the matter between LAMKEN HOMES CC, Judgment Creditor, and Mr C. L. HOFFMAN, Judgment Debtor

In pursuance of a judgment in the Court of the Magistrate of Bellville, the following will be sold in execution at 10:00, 27 March 1997, on site to the highest bidder:

Erf 26939, Bellville, measuring 490 (four hundred and ninety) square metres, held by Deed of Transfer T27051/91, situated at 11 Rose Crescent, Belhar.

Three bedrooms, one and a half bathrooms, lounge, study, kitchen, double garage, face-brick and tiled roof.

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 of the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of ten per cent (10%) of the purchase prices shall be paid in cash or by deposit-taking institution-guaranteed cheques at the time of the sale. The balance [plus interest at the current rate of 18,5% (eighteen comma five per cent) per annum calculated on the Capital Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

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

4. 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 Bellville Magistrate's Court.

Dated at Rondebosch on this 5th day of February 1997.

Andrew J. Massyn, 33 Porter House, Belmont Road, Rondebosch, 7700. (Tel. 689-2551.)

Case No. 24765/96

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

In the matter between ABSA BANK LIMITED, Execution Creditor, and Mr H. G. HARRIS, First Defendant, and Mrs C. A. HARRIS, Second Defendant

In pursuance of a judgment in the Court for the Magistrate of Cape Town and writ of execution dated 26 November 1996 the property listed hereunder will be sold in execution on 27 March 1997 at 12:00, at 44 Emerald Way, Summer Greens, to the highest bidder:

Certain Erf 4033, Montaque Gardens, in the Municipality of Milnerton, Cape Division, known as 44 Emerald Way, Summer Greens, in extent 275 (two hundred and seventy-five) square metres, held by Deed of Transfer T29197/1994, situated at 44 Emerald Way, Summer Greens.

Conditions of sale:

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of four bedrooms, kitchen, lounge/dining-room, bathroom, toilet and garage.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 18,25% (eighteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Goodwood on this 11th day of February 1997.

Heyns & Partners Incorporated, Attorneys for Judgment Creditor, 168 Vasco Boulevard, Goodwood. (Ref. N. Marais/mb/A471.)

Case No. 2981/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and SNEL STEFANUS JOOSTE, First Defendant, CECILIA MARIA IRENE JOOSTE, Second Defendant, and JOHNNY JOOSTE, Third Defendant

In terms of a judgment granted by the Magistrate's Court for the District of Malmesbury dated 29 October 1996, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at 34 Disa Street, Protea Park, Atlantis, to the highest bidder on 1 April 1997 at 10:00:

Erf 10576, Wesfleur, situated in the Area of the Transitional Metropolitan Substructure Atlantis, Cape Division, Province of Western Cape, in extent 277 (two hundred and seventy-seven) square metres.

Street address: 34 Disa Street, Protea Park, Atlantis.

Conditions of sale:

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

2. The following information is furnished but not guaranteed: Cement blocks (not plastered, but painted), asbestos roof three bedrooms, lounge, kitchen, bathroom and toilet.

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

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 19,25% (nineteen comma two five per centum) from the date of sale to date of registration of transfer against transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this the 17th day of February 1997.

Sonnenberg Hoffmann & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref. G. Bellairs/CF/M186179.)

Case No. 8510/96

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

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Judgment Creditor, and HOWARD FRANKLYN BOYD, First Judgment Debtor, and SHEILA WILMA ANNE BOYD, Second Judgment Debtor

In pursuance of a judgment granted on 9 September 1996, in the Kuils River Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 14 April 1997 at 09:00 at Kuils River Court-house to the highest bidder:

Description: Erf 9524, Kuils River, in extent two hundred and eighty-five (285) square metres.

Postal address: 9 Sealey Street, Highbury, Kuils River.

Improvements: Three bedrooms, kitchen, living-room, bathroom/toilet, garage and vibrecrete fencing, held by the Defendant in his name under Deed of Transfer T85445/96.

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: Three bedrooms, kitchen, living-room, bathroom/toilet, garage and vibrecrete fencing.

3. *Payment:* Ten per centum (10%) of the purchase price on the day of the sale and the balance together with interest at the current rate of 19,25% (nineteen comma two five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Athlone this 28th day of January 1997.

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

Case No. 2261/96

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

In the matter between TRANSITIONAL METROPOLITAN SUBSTRUCTURE OF CAPE TOWN, Judgment Creditor, and M. R. BARDIEN, Judgment Debtor

The property described hereunder will be sold at the Court-house, Mitchells Plain, Magistrate's Court, Mitchells Plain South, Mitchells Plain, on Tuesday, 25 March 1997 at 10:00, viz:

Certain piece of land situated at Mitchells Plain, in the Municipality of Cape Town, Cape Division, Erf 6366, measuring 252 square metres, held by the Execution Debtor under Deed of Transfer T61208/1993 (dated 9 August 1993), popularly known as 7 Dexter Close, Westridge, Mitchells Plain.

The property consists of brick building under tiled roof, consisting of two bedrooms, lounge, kitchen and bathroom/toilet.

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

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

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

Fairbridge Arderne & Lawton, Attorneys for Plaintiff, 16th Floor, Main Tower, Standard Bank Centre, Heerengracht, Cape Town, 8001. (Tel. 21-5120.) (Ref. Mrs Castle/M2025.)

NATAL

Case No. 2249/96

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

In the matter between AUTEX ENGINEERING CC, Execution Creditor, and F. GEVERS, Execution Debtor

Pursuant to a judgment in the above Honourable Court and a writ of execution dated 8 November 1996, a sale by public auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Wednesday, 26 March 1997 at 11:00, whereby the following property will be sold to the highest bidder, namely:

Rem. of Sub. 77, Adminstrative District of Vryheid, 3100, also better known as the Farm Eensgevonden, Vryheid, consisting of: *Main building:* Double storey house, four bedrooms, lounge/dining-room, family room, study, kitchen, pantry, bathroom and toilets. *Out buildings consisting of:* Two garages, two servants' quarters, shed. *Cottage:* four bedrooms, lounge/dining-room, family room, kitchen, bathroom, shower and toilet.

The conditions of sale which will be read immediatley before the sale commences, are lying for inspection at the offices of the Sheriff, Vryheid. The most important conditions thereof being the following.

Conditions:

1. The property will be sold by the Sheriff, Vryheid, on public auction to the highest bidder but such sale shall be subject to the conditions stipulated in terms of section 66 (2) of Act 32 of 1944, as amended.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest in terms of the judgment, shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished with 14 (fourteen) days after the date of sale.

Dated at Vryheid on this 20th day of February 1997.

J. D. S. Jordaan, for Cox and Partners, Plaintiff's Attorneys, Corner of Market & High Streets, Vryheid.

Case No. 7170/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and LUTCHMIAH NAIDOO, First Defendant, and ESPEREE NAIDOO, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 25 March 1997 at 10:00:

Description: Lot 2603, Shallcross Extension 3, situated in the Development Area of Shallcross, Administrative District of Natal, in extent 1 533 (one thousand five hundred and thirty-three) square metres, held under Deed of Transfer T13294/88.

Physical address: 9 Stardust Avenue, Shallcross, Natal.

Zoning: Special Residential.

The property consists of the following: Double-storey face brick under tile roof dwelling comprising entrance hall, four bedrooms (three en suite, three with built-in cupboards), lounge (carpeted), dining-room (carpeted), kitchen (built-in cupboards, tiled), playroom, toilet, shower and fountain sauna. *Outbuildings:* Double garage and paved yard. There is a swimming-pool.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 7 Highway Place, Mobeni Heights, Natal.

Dated at Durban this 6th day of February 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.10609/nf.)

Case No. 3926/92

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and NASIR CARIM, First Defendant, and YASMIN SULIMAN CARIM, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth, on Tuesday, 25 March 1997 at 10:00:

Description: Subdivision 1730 of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, in extent four hundred and sixty (460) square metres, held under Deed of Transfer T7527/88.

Physical address: 4 Willow Grove, Mobeni Heights, Natal.

Zoning: Residential.

The property consists of the following: Double-storey brick under tile roof dwelling comprising six bedrooms (en suite, two with built-in-cupboards), all carpeted, lounge, dining-room, kitchen (fully tiled with built-in-cupboards), toilet/bathroom (tiled), balcony and enclosed courtyard.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 7 Highway Place, Mobeni Heights, Chatsworth, Natal.

Dated at Durban this 7th day of February 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.10556/sa.)

Case No. 7847/96

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and GOVINDAMAH SUBRAMONEY, Defendant

In pursuance of a judgment granted in the Supreme Court, the property listed hereunder will be sold in execution on 25 March 1997 at 10:00, at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth:

Description of property: Sub 6804 (of 6487) of the farm Chat Seven 14780, situated in the City of Durban, Administrative District of Natal, in extent 255 square metres, held under Deed of Transfer T10943/91.

Improvements: Semi-detached double storey block under tile roof dwelling consisting of four bedrooms, lounge, kitchen, dining-room, toilet/bathroom, toilet with shower, garage and balcony verandah.

Postal address: Road 917, House 156, Moorton Chatsworth.

Nothing in the above is guaranteed.

Zoning: Residential area.

The full conditions of sale may be inspected at the offices of the Sheriff, Sheriff of the High Court Chatsworth, 7 Highway Place, Mobeni Heights, Chatsworth.

Dated at Durban on this 19th day of February 1997.

A. Christopher Inc., Plaintiff's Attorneys, Sixth Floor, Permanent Building, Bay Passage Entrance, 343 Smith Street, Durban. (Ref. Mr S. Baijnath/sg/S18.)

Case No. 6191/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED (Number 86/04794/06), Plaintiff, and Mr DEREK HOWARD NOEL, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 18 October 1996, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban North, on the steps of the Supreme Court, Masonic Grove, Durban, on Thursday, 27 March 1997 at 12:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff, and may be inspected at his office at 15 Milne Street, Durban, namely:

(a) Section 11 as shown and more fully described on Sectional Plan SS84/89, in the scheme known as Orchard Hill, in respect of the land and building or buildings situated at Durban, of which the floor area, according to the said sectional plan is 88 (eighty-eight) square metres;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan, which property is physically situated at 11 Orchard Hill, 63 Havelock Road, Greenwood Park, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST17615/95.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile sectional title unit consisting of lounge, kitchen, three bedrooms, bathroom/toilet and toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 19,25% (nineteen comma two five per cent) per annum, compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

(d) The full conditions may be inspected at the offices of the Sheriff of the Supreme Court, 15 Milne Street, Durban.

Dated at Durban this 10th day of February 1997.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000 [Tel. (031) 304-7614/5.] (Ref. CMK/1055/A0034/Mrs McDonnell.)

Case No. 7433/96

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

In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED, Plaintiff, and TANDUXOLO MATHEW NJIKELANA, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 10 January 1997 the undermentioned property will be sold in execution on 26 March 1997 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

A certain Lot 9042, Newcastle (Extension 37), situated in the Borough of Newcastle, Administrative District of Natal.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the deed of grant.

Dated at Newcastle the 10th day of February 1997.

V. R. H. Southey, for Hopkins & Southey, 80 Harding Street, Newcastle.

Case No. 6907/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MUNSAMI (born on 29 December 1934), Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the Chatsworth Magistrate's Court, Justice Street, Unit 5, Chatsworth on Tuesday, 25 March 1997 at 10:00:

Description: Sub 550 (of 215) of Lot 80, Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 305 (three hundred and five) square metres, held under Deed of Transfer T14460/92.

Physical address: 112 Pelican Drive, Chatsworth, Natal.

Zoning: Special Residential.

The property consists of the following: Semi-detached double storey block under asbestos roof dwelling comprising of lounge, kitchen, two bedrooms and toilet/bathroom.

Nothing in this regard is guaranteed:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Chatsworth 7, Highway Place, Mobeni Heights, Chatsworth.

Dated at Durban this 29th day of January 1997.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001 (Ref. Mr J. C. Jones/cn/munsami.)

Case No. 6059/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JAYENDRAN GONASEELAN, Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the Chatsworth on Tuesday, 25 March 1997 at 10:00:

Description: Sub. 551 of Lot 215 of 80 Chatsworth, situated in the City of Durban, Administrative District of Natal, in extent 278 (two hundred and seventy-eight) square metres, held under Deed of Transfer T23813/94.

Physical address: 114 Pelican Drive, Chatsworth, Natal.

Zoning: Residential.

The property consists of the following: Semi detached block under asbestos roof dwelling comprising two bedrooms, lounge, kitchen and toilet/bathroom. The outbuilding comprises a room, kitchen and toilet/bathroom.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 7 Highway Place, Mobeni Heights, Chatsworth, Natal.

Dated at Durban this 6th day of February 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S. 10499/sa.)

Saak No. 1286/90

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen KWAZULU FINANCE & INVESTMENT CORPORATION LTD, Eksekusieskuldeiser, en AARON MTHOMBENI, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 28 Januarie 1997, sal die ondervermelde eiendom op 26 Maart 1997 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Site E8934, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 10de dag van Februarie 1997.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Saak No. 3542/95

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen KWAZULU FINANCE & INVESTMENT CORPORATION LTD, Eksekusieskuldeiser, en MLUNGISI WILLIAM MKWANASE, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 28 Januarie 1997, sal die ondervermelde eiendom op 26 Maart 1997 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Site F504, Madadeni.

Die eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 10de dag van Februarie 1997.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case No. 3426/96

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

In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, Plaintiff, and DUMISANI HAMILTON MAPHUMULO, Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 17 September 1996, the undermentioned property will be sold in execution on 26 March 1997 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

Lot 2686 (Extension 7), Newcastle, KwaZulu-Natal.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the deed of grant.

Dated at Newcastle this 12th day of February 1997.

Hopkins & Southey, Attorneys for Plaintiff, 80 Harding Street, Newcastle.

Case 6763/96

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between SAAMBOU BANK LIMITED, Plaintiff, and BAREND PENNINGTON, Defendant

In terms of a judgment of the above Honourable Court dated 28 October 1996, a sale in execution will be held on 27 March 1997 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, to the highest bidder without reserve:

Section 22, as shown and more fully described on Sectional Plan SS186/91 in the scheme known as Princeton in respect of the land and building or buildings situated at Durban, in the local authority area of Durban, of which section the floor area according to the said sectional plan is 34 (thirty four) square metres in extent, and an undivided share in the common property in the land and building or buildings as shown and more fully described on the said sectional plan, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST13984/95:

Physical address: Flat 24, Princeton, Hospital Road, South Beach, Durban.

The following information is furnished but not guaranteed: Lounge/dining-room/sleeping area, kitchen, bathroom, water closet and enclosed balcony. Water and light facilities. (34 m^2). (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court at Durban Central.

Dated at Durban this 13th day of February 1997.

G. Buchner, for Strauss Daly Inc., Attorneys, 21 Aliwal Street, First Floor, Durban. (Ref. Mrs Jarrett/S0026/243/MM.)

Case No. 7700/95

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED, trading as VOLKSKAS BANK, Plaintiff, and CATHARINA MAGDALENA NEL, Defendant

In terms of a judgment of the above Honourable Court dated 13 February 1996, a sale in execution will be held on 27 March 1997 at 11:00, at front steps, Magistrate's Court, Empangeni, to the highest bidder without reserve:

Lot 11174, Richards Bay (Extension 26), situated in the Municipality of Richards Bay Administrative District of Natal in extent 1 125 square metres held under Deed of Transfer T36418/94.

Physical address: 32 Wagtail Walk, Richards Bay.

The following information is furnished but not guaranteed: A single storey brick and tile dwelling, dwelling comprising of three bedrooms, lounge, kitchen, dining-room, lobby, two bathrooms, two garages, municipal electricity, sanitation and water supply. Local authority. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.) The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the High Court at Empangeni.

Dated at Durban this 7th day of February 1997.

D. H. Botha, for Strauss Daly Inc., Attorneys, 21 Aliwal Street, First Floor. (Ref. Mrs Jarrett/A0040/364/MM.)

Case No. 5254/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED (86/04794/06), Plaintiff, and MR. TREVOR MICHAEL GOODWIN, Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division, on 18 September 1996, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Durban Central, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, on Thursday, 27 March 1997 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 801 Maritime House, Salmon Grove, Durban, namely:

Sub 5 of Sub 1 of Sub Q of the Farm Bellair 823, situated in the City and County of Durban, Province of Natal, in extent 1 255 (one thousand two hundred and fifty-five) square metres, now also known as :

Sub 12 (of 1) of Lot 231, Bellair, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 255 (one thousand two hundred and fifty-five) square metres, which property is physically situated at 204 Bankhead Road, Hillary, Durban, 4094, and which property is held by the above-mentioned Defendant under the virtue of Deed of Transfer T10956/82.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under the dwelling consisting of entrance verandah, entrance hall, lounge, dining-room, kitchen, bathroom/toilet, three bedrooms; flat consisting of lounge, kitchen, bedroom and bathroom/toilet.

Zoning: The property is zoned for special residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with its costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 19,25% (nineteen comma twenty-five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

(d) The full conditions may be inspected at the offices of the Sheriff of the Supreme Court, 801 Maritime House, Salmon Grove, Durban.

Dated at Durban this 5th day of February 1997.

Browne Brodie & Co, Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street (P.O. Box 714), Docex 71, Durban, 4001. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/978/Mrs Chetty.)

Case No. 5278/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED (86/04794/06), Plaintiff, and MISS SHIRLEY JOY JONES, Defendant

In execution of a judgment granted by the Supreme Court of South Africa, Durban and Coast Local Division, on 28 October 1996, in the above-named suit, the following property will be sold by public auction by the Sheriff of the Supreme Court of Durban North on the steps of the Supreme Court, Masonic Grove, Durban, on Thursday, 3 April 1997 at 12:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and and may be inspected at his office at 15 Milne Street, Durban, 4001, namely:

(a) Section 4, as shown and more fully described on Sectional Plan SS309/87, in the scheme known as Marion Court, in respect of the land and building or buildings, situated at Durban, of which section the floor area, according to the said sectional plan, is 82 (eighty-two) square metres, in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, which property is physically situated at 4 Marion Court, 48 Innes Road, Durban, 4001, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST309/87.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under reinforced concrete flat consisting of entrance hall, lounge, dining-room, kitchen, bedroom and bathroom/toilet.

Zoning: The property is zoned for residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with its costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 19,25% (nineteen comma twenty-five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

(d) The full conditions may be inspected at the offices of the Sheriff of the Supreme Court, 15 Milne Street, Durban, 4001.

Dated at Durban this 17th day of February 1997.

Browne Brodie & Co, Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street (P.O. Box 714), Docex 71, Durban, 4001. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1013/Mrs Chetty.)

Case No. 4376/94

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 DURBAN DIAMOND CUTTING WORKS (PTY) LTD, First Defendant, and DICK JOHN VAN WYK, Second Defendant

1. The following property shall be sold by the Sheriff for the Supreme Court, Durban South, on 10 April 1997 at 10:00, Eighth Floor, Maritime House, 143 Salmon Grove, Durban, to the highest bidder without reserve:

Sub. 4 of the Lot 12 of Amanzimtoti, situated in the borough of Amanzimtoti, and in the Port Natal-Ebhodwe Joint Service Board Area, Administrative District of Natal, in extent 2 098 square metres, held by the Second Defendant under Deed of Transfer T12640/87, and which property comprises a residential dwelling situated at 10 Wytham Harvey Drive, Amanzimtoti, KwaZulu-Natal.

2. Improvements and zoning (which are not warranted, to be correct):

2.1 The property is zoned Special Residential.

2.2 The following improvements have been made to the property (the nature, condition and existence of which are not guaranteed and are sold voetstoots):

2.2.1 Single storey brick under tile dwelling comprising lounge, dining-room, study, kitchen, breakfast area, scullery, three bedrooms, m.e.s., two bathrooms, two showers and three w.c.'s.

2.2.2 *Outbuilding:* W.c./shower and two garages.

2.2.3 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 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 5th day of February 1997.

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.1421/D11.)

Case No. 22422/93

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

In the matter between NEDCOR BANK LIMITED, Plaintiff, and KLINTON REGAN RICHARDS, First Defendant, and BRENDA HELGA RICHARDS, Second Defendant

In pursuance of judgment granted on 19 May 1993 in the Durban Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 27 March 1997 at 10:00, at the Maritime House, Eighth Floor, 1 Salmon Grove, Durban, to the highest bidder:

Description: A unit consisting of—

(a) Section 12, as shown and more fully described on Sectional Plan 380/92, in the scheme known as 27 Buckingham Road, in respect of the land and building or buildings situated at Durban, City of Durban, of which section the floor area, according to the said sectional plan is 49 (forty-nine) square metres in extent;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST16416/92, and

(c) an exclusive use area described as Area G12, being as such part of the common property, comprising the land and the scheme known as 27 Buckingham Road, in respect of the land and buildings situated at Durban, as shown and more fully described on Sectional Plan SS380/1992, held by Notarial Deed of Cession SK2365/92.

Physical address: 27 Buckingham Road, Cato Manor, Durban.

Improvements: Single storey brick under tile dwelling consisting of three bedrooms, kitchen, bathroom, toilet and lounge (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Magistrate's Court at Durban Central.

Dated at Durban this 18th day of February 1997.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street, Durban. (Ref. Mrs Varty/N0183/264/mb.)

Case No. 3926/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, Execution Creditor, and MAKERDOOJH DEONARAIN BRIJLALL, First Execution Debtor, and MUNIAMMA BRIJLALL, Second Execution Debtor

In pursuance of a judgment granted on 24 January 1995 in the Magistrate's Court, Stanger, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 4 April 1997 at 10:00, at the front entrance of the Magistrate's Court Building, Couper Street, Stanger, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Stanger, at the time of the sale:

Description: Lot 731, Stanger, situated in the Kwa-Dukuza/Stanger Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 012 (one thousand and twelve) square metres, held by the Defendant under Deed of Transfer T14365/1991.

Improvements: Brick under asbestos dwelling consisting of: *Downstairs:* Lounge, carpeted ceramic tiled dining-room, kitchen, three bedrooms, toilet and bathroom. *Upstairs:* Two rooms (each with a balcony), carport along side the house.

Physical address: 18 Court Road, Stanger.

Zoning: Residential.

Material conditions:

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The property shall be sold to the highest bidder at the sale.

3. The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's charges in cash or by bank-guaranteed cheque at the time of the sale.

4. The balance of the purchase price is payable against transfer of the property, to be secured by a bank or building society guarantee approved by the Execution Creditors' attorneys and to be furnished within 14 (fourteen) days after the date of sale.

5. The purchaser shall be liable for payment of interest at the rate of 19,25% (nineteen comma two five per centum) per annum to the Execution Creditor from the date of sale to the date of registration of transfer.

6. The transfer shall be effected by attorneys Laurie C. Smith Incorporated, 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.

7. The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Stanger, and all interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Stanger on this 18th day of February 1997.

Messrs Laurie C. Smith Inc., Plaintiff's Attorneys, 22 Jackson Street, P.O. Box 46, Stanger. (Ref. Mr Horton/rk/A.353/Colls.)

Case No. 24774/93

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

In the matter between HIRSCH'S, Execution Creditor, and Mr BARNARD, also known as GAVIN EDWARD BARNARD, married in community of property to MARION BARNARD, Execution Debtor

In pursuance of a judgment granted on 15 June 1993, in the Magistrate's Court for the District of Durban held at Durban, and by virtue of a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution by public auction on 3 April 1997, to the highest bidder:

Place: Sheriff, Magistrate's Court, Durban Central, Salesroom, Eighth Floor, Maritime House, 1 Salmon Grove, Durban.

Time: 10:00.

Description: A certain piece of land being Subdivision 9 (of 6) of Lot 218, Seaview, known as 27 Bexley Road, Seaview.

Improvements: Brick under tile dwelling consisting of lounge, dining-room, kitchen, bathroom/toilet/shower, family room, three bedrooms, garage, staff quarters, shower/toilet and swimming-pool.

Town-planning zoning: Special Residential. *Special privileges:* Nil.

Nothing is guaranteed in these respects.

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

2. *Conditions of payment:*

(a) The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale.

(b) The balance of the purchase price shall be paid in cash against transfer of the property and shall be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorney, such guarantee to be furnished to the Sheriff within 14 (fourteen) days of the date of the sale.

(c) The purchaser shall be obliged to pay interest to the Plaintiff at the rate of 18,5% (eighteen comma five per centum) per annum on the award to the Plaintiff in the plan of distribution from the date of sale to the date of payment and to pay any bondholder interest at the rate stipulated in such bond on the amount awarded to such bondholder in the plan of distribution from the date of sale to the date of payment.

(d) The purchaser shall be obliged to pay all current and arrear rates as well as any outstanding electrical charges, sewerage or sanitation fees or any amount owing in respect of water supplied to the property and shall pay such charges to the Execution Creditor's attorneys in cash within seven (7) days of the date of sale.

(e) The purchaser shall be liable for the costs of transfer including transfer duty and the costs of cancelling any existing bonds over the property and undertakes to pay such costs within seven (7) days of the date of sale. Should any VAT be payable in terms of the VAT Act No. 89 of 1991, on the purchase price or on any other amount payable in terms of the conditions of sale, this shall be payable by the purchaser, and the purchaser undertakes to pay such VAT on demand.

(f) The purchaser shall be liable for the auctioneer's charges and pay these at the time of the sale.

(g) The purchaser shall pay any other amounts necessary in order to allow transfer to be effected to the purchaser upon request by the attorney for the Execution Creditor.

3. The full conditions of sale may be inspected at the offices of the Sheriff for Durban Central, Staffmayer House, 24 Beach Grove, Durban.

Dated at Durban this 13th day of February 1997.

J. R. Archer, for Downes Attorneys, Plaintiff's Attorneys, 486 Ridge Road, Durban, 4001 (P.O. Box 70663), Overport, 4067. [Tel. (031) 207-6430.] [Fax. (031) 207-6434.] (Ref. JA/p/AGF01-11.)

Case No. 37169/90

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

In the matter between NEDPERM BANK LIMITED, Plaintiff, and ROYCHAND MOHANLALL, First Defendant, and REENAWATHEE MOHANLALL, Second Defendant

In pursuance of a judgment granted on 28 August 1990 in the Magistrate's Court, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 25 March 1997 at 10:00, at the front entrance of the Magistrate's Court, Justice Street, Chatsworth:

Description of property: Sub 151 of Lot 85, Chatswoth, situated in the City of Durban, Administrative District of Natal, in extent 934 (nine hundred and thirty-four) square metres.

Physical address: 8 Greenview Road, Silverglen.

Improvements: Brick under tile roof dwelling comprising of six bedrooms, lounge, dining-room, kitchen, two toilets/bathrooms, verandah and toilet. *Outbuilding:* Three bedrooms, toilet/bathroom, garage and fences property with driveway.

Zoning: Residential area.

Nothing in the above is guaranteed.

The purchaser shall be required to pay a 10% (ten per cent) deposit of the purchase price and the auctioneers commission immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 12 Oak Avenue, Kharwastan.

Dated at Durban on this 5th day of February 1997.

Livingston Leandy Inc., Plaintiff's Attorneys, Ninth-12th Floors, First National Bank Building, corner of Field and Smith Streets, Durban. (Ref. Mrs Perumaul/CG/42N960054.)

Case No. 9964/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between NBS BANK LIMITED, Execution Creditor, and RAJENDARAN PILLAY, First Execution Debtor, and ATCHAMMA PILLAY, Second Execution Debtor

In pursuance of the judgment in the Magistrate's Court dated 13 November 1996 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 4 April 1997 at 10:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Property description: Lot 540, Lenham, situated in the City of Durban, Administrative District of Natal, in the extent 384 (three hundred and eighty-four) square metres.

Postal address: 2 Eulen Place, Lenham, Phoenix.

Improvements: Block under asbestos semi-detached dwelling consisting of two bedrooms, lounge, kitchen, toilet and bathroom together with water and lights facilities.

Zoning: Residential area.

Nothing in the above is guaranteed.

The full conditions of sale may be inspected at the offices of the Sheriff, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Road, Verulam.

C/o Bux & Associates, Suite 10, First Floor, Greenfield Tower, Wick Street. [Ref. SM/ZM/a-n 40 (6).]

Dated at Durban on this 10th day of February 1997.

R. Maharaj & Company, Plaintiff's Attorneys, Suite 7, Gem City, 56-62 Parthenon Street, Starwood, Phoenix. (Ref. RDP 4837/14SN.)

Case No. 6278/93

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between M. KISTEN, Plaintiff, and N. MUNSAMY, Defendant

Pursuant to a judgment of the above-mentioned Honourable Court dated 10 September 1996 the undermentioned immovable propert will be sold by the Sheriff, Inanda, by public auction on 24 March 1997 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, Natal:

The immovable property is Lot 1893, Tongaat (Extension 15), situated in the Township of Tongaat, Administrative District of Natal, Province of KwaZulu-Natal, in extent 675 square metres.

Postal address: 40 Coronation Road, Watsonia, Tongaat, Natal.

Improvements: Brick under tile double-storey dwelling consisting of: *Upstairs:* Two bedrooms (en-suite, carpeted), sliding doors leading onto balcony, stairs (carpeted). *Downstairs:* Entrance hall, two lounges (carpeted), dining-room (tiled), kitchen (tiled, eye level oven, hob, built-in cupboards), toilet, bathroom, bedroof (carpeted, en-suite, tub and hand basin), study room, garage, driveway is cemented and facebrick fencing.

Nothing in this regard is guaranteed.

Zoning: Residential.

The conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, Natal provide, inter alia, for the following:

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash on the date of sale to the Sheriff.

2. The balance of purchase price shall be paid by the purchaser to the Sheriff on the date of transfer together with interest from 24 April 1997 on the respective awards to the Plaintiff and the bondholder at the rates applicable.

Such balance of purchase price and interest to the date of registration of transfer of the property into the name of the purchaser, shall be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys and to be furnished to the Sheriff, within 14 (fourteen) days after the date of sale, which said guarantee is to be irrevocable and not subject to withdrawal by the bank or building society issuing same.

Dated at Stanger on this 3rd day of February 1997.

Jay Pundit & Company, Plaintiff's Attorneys, Suite 1, Jay Krishna Centre, 134/6 Rood Street, Stanger.

Case No. 291/95

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

In the matter between TRANSNET LIMITED, trading as TRANSNET HOUSING, Execution Creditor, and JUSTICE FISAKUPHI NGCOBO, Execution Debtor

By virtue of a judgment of the above Honourable Court, and a writ of execution issued in connection therewith, the property which is described hereunder, will be sold in execution on 4 April 1997 at the main south entrance of the Magistrate's Court, Umlazi (near the national flag post), at 10:00 voetstoots to the highest bidder:

Description: Ownership Unit A2807, in the Township of kwaMakutha, District of Umbumbulu, measuring 524 square metres and held by virtue of Deed of Grant G006600/89.

Improvements: The property has been improved by the erection of a dwelling-house consisting of two bedrooms, bathroom, kitchen and dining-room. The building structure is brick/block (plastered) and the roof is tiled. Nothing is guaranteed in this regard, situated at A2807, Umbumbulu.

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash together with the auctioneer's commission, in cash immediately after the sale. The balance of the purchase price together with the interest as set out in the conditions of sale shall be payable against transfer to be secured, in the interim, by a bank or building society guarantee, to be furnished to the Sheriff within fourteen (14) days after the sale.

3. Transfer will be effected by the Execution Creditor's attorney and the purchaser shall pay all the transfer costs including transfer duty, arrear and current municipal rates, sewerage connection costs, if any, and other necessary levies and charges to, and upon the request of the said attorney.

4. The full conditions may be inspected at the offices of the Sheriff and at the offices of the Execution Creditor's attorney.

Dated at Durban on this 29th day of January 1997.

Woodhead, Bigby & Irving, Execution Creditor's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. AI/RK 45 T3834 A4.)

Case No. 3610/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NBS BANK LIMITED, Execution Creditor, and SUEMESHNI REDDY, Execution Debtor

In pursuance of the judgment in the Supreme Court dated 8 July 1996 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 11 April 1997 at 10:00 at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Property description: Lot 349, Atholl Heights (Extension 2), situated in the Borough of Westville, Administrative District of Natal, in extent 2 080 (two thousand and eighty) square metres.

Postal address: 11 Alistair Road, Westville, Durban.

Improvements: Single storey, block under tile dwelling consisting of four bedrooms, kitchen, lounge, dining-room, two toilet and bathrooms, double garage, laundry room, store-room, swimming-pool, driveway, paving and gate, together with water and lights facilities.

Zoning: Residential area.

Nothing in the above is guaranteed.

The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Pinetown, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 10th day of February 1997.

R. Maharaj & Company, Plaintiff's Attorneys, Suite 6, Daddys Centre, 258 Pelican Drive, Bayview, Chatsworth. (Ref. RDP 4837/6 SN.) C/o The Documentary Exchange, 15 Parry Road, Durban.

Case No. 10620/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between NBS BANK LIMITED, Execution Creditor, and GOVINDARAJALU PILLAY, First Execution Debtor, and KISTAMAH PILLAY, Second Execution Debtor

In pursuance of the judgment in the Magistrate Court dated 19 November 1996 and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 4 April 1997 at 10:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

Property description: Lot 1072, Palmview, situated in the City of Durban, Administrative District of Natal, in extent 487 (four hundred and eighty-seven) square metres.

Postal address: 4 Balepalm Close, Palmview, Phoenix.

Improvements: Face brick under tile double-storey dwelling consisting of: Downstairs: Lounge, dining-room, two bedrooms (en-suite), kitchen, toilet and verandah. Upstairs: Five bedrooms, two en-suites (incomplete) and general toilet, together with water and lights facilities.

Zoning: Residential area.

Nothing in the above is guaranteed.

The full conditions of sale may be inspected at the offices of the Sheriff, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 11th day of February 1997.

R. Maharaj & Company, Plaintiff's Attorneys, Suite 7, Gem City, 56–62 Parthenon Street, Starwood, Phoenix. (Ref. RDP 4837/19SN.) C/o Bux & Associates, Suite 10, First Floor, Greenfield Tower, Wick Street. [Ref. SM/ZM/a-n 40 (60).]

Case No. 2060/96

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and SIBONELO LAWRENCE GAMBUSHE, Defendant

In pursuance of a judgment of the Magistrate's Court, Durban, dated 30 July 1996, and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of Magistrate's Court, Umlazi, on 26 March 1997 at 10:00, at the Main South Entrance, Magistrate's Court, Umlazi (near the National Flag Post), without reserve.

Property description: Ownership 746, situated in the Township of Umlazi, Unit 16, District of Umlazi, in extent 383 (three hundred and eighty-three) square metres, held under Deed of Grant 4222/106 subject to the conditions therein contained.

Physical address: Q746, Umlazi.

Zoning: Special Residential.

Improvements (although nothing in this regard is guaranteed): Dwelling-house with asbestos roof, brick plastered comprising of two bedrooms, dining-room, kitchen and bathroom.

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff of the Magistrate's Court, Umlazi, within 14 (fourteen) days after the date of the sale.

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

4. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies, payment of the value-added tax and other charges necessary to effect transfer on request by the said attorneys.

5. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Umlazi.

Dated at Durban this 7th day of February 1997.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. CSS/lp/15F4506A6.)

Case No. 83980/95

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

In the matter between GBS MUTUAL BANK, Plaintiff, and CPY INVESTMENTS CC, First Defendant, and COLLIN SUNDRAPRAGASEN NAICKER, Second Defendant

In pursuance of a judgment of the Magistrate's Court, Durban, dated 20 February 1996 and a warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of Magistrate's Court, Durban North, on 27 March 1997 at 10:00, at Martime House, Eighth Floor, 1 Salmon Grove, Durban, without reserve.

Property Description: Section 33 as shown and more fully described in Sectional Plan SS306/1984, in the scheme known as Clifford Court, 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 Section Plan is 38 (thirty-eight) in extent square metres and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST13406/1992.

Physical address: 53 Clifford Court, 11 Park Street, Durban.

Zoning: Special Residential.

Improvements (although nothing in this regard is guaranteed): Sectional title unit consisting of flat: One bedroom flat with fitted carpets, bathroom and toilet and kitchen.

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash together with auctioneer's commission, in cash immediately after the sale. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff of the Magistrate's Court, Durban Central, within 14 (fourteen) days after the date of sale.

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

4. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any), taxes, levies, payment of the value-added tax and other charges necessary to effect transfer on request by the said attorneys.

5. The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, 801 Maritime House, Salmon Grove, Durban.

Dated at Durban this 12th day of February 1996.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. CSS/ss/32D832B5.)

Case No. 4122/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and JACOB THULANI MPUNGOSE, Defendant

In pursuance of a judgment granted on 17 December 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 25 March 1997 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description:* Ownership Unit 879, in extent 450 (four hundred and fifty) square metres situated in the Township of Nseleni, District of County Zululand.

(b) *Street address:* Ownership Unit 879, Nseleni.

(c) *Property Description* (not warranted to be correct): Two bedrooms, dining-room, kitchen, toilet with bath, roof with asbestos and electricity.

(d) *Zoning/special privileges or exemptions:* Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Davidson Chambers, Union Street, Empangeni, and at the office of Schreiber Smith, Suite 1, Richards Park Building, Richards Bay.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 7th day of February 1997.

Schreiber Smith Attorneys, Suite 1, Richards Park Building (P.O. Box 1327), Richards Bay, 3900; c/o Schreiber Smith Attorneys, Yellowood Lodge, Norman Tedder Lane (P.O. Box 175), Empangeni, 3880. (Ref. Mrs Erasmus/10/F2217/96.)

Case No. 7335/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF S. A. LIMITED, Plaintiff, and MARLENE OLDFIELD, First Defendant, and MICHAEL JOHN OLDFIELD, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa, Durban and Coast Local Division, under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Masonic Grove, Durban, on Thursday, 27 March 1997 at 12:00:

Description:

1. Sub. 1 of Lot 3002, Durban, situated in the City of Durban, Administrative District of Natal, in extent two thousand four hundred and ninety-two (2 492) square metres; and

2. Sub. 1 of Lot 2197, Durban, situated in the City of Durban, Administrative District of Natal, in extent four hundred and sixty (460) square metres, held under Deed of Transfer T31888/90.

Physical address: 3 Carleton Gardens, Berea, Natal.

Zoning: Special residential.

The property consists of the following: Double storey brick under tile dwelling comprising entrance-hall, lounge, dining-room, family room, study, kitchen, laundry, pantry, five bedrooms, bathroom, bathroom/toilet, three toilets, two showers, breakfast room, store-room, attic and games room. *Outbuildings comprise:* Three garages, three servants' quarters, three toilets, three baths, laundry, two store-rooms, gazebo, kitchen, there is a swimming-pool and tennis court.

Nothing in this regard is guaranteed:

1. The sale shall be subject to the terms and conditions of the Supreme Court Act, and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Office and Salesroom, 15 Milne Street, Durban, Natal.

Dated at Durban on this 31st day of January 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.9372/nf.)

Case No. 53568/96

IN THE MAGISTRATE'S COURT FOR THE DISTICT OF DURBAN HELD AT DURBAN

In the matter between ABSA BANK LIMITED (Number 86/04794/06), Execution Creditor, and THE TRUSTEES OF ROND VISTA MEDE–EIENAARS DEELTITELEENHEID No. 43 TRUST No. TMP1471, First Execution Debtor, and Mr WYNAND CAREL SWANEPOEL, Second Execution Debtor

In pursuance of judgment granted on 8 October 1996 in the Durban Magistrate's Court and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 27 March 1997 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, to the highest bidder:

Description: A certain piece of land being:

(a) Section No. 43, as shown and more fully described on Sectional Plan SS371/85, in the scheme known as Rond Vista, in respect of the land and building or buildings situated at Durban, of which the floor area, according to the said Sectional Plan is 42 (forty-two) square metres;

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

Postal address: 1204 Rond Vista, 502 Point Road, Durban.

Improvements: Brick under concrete sectional title unit consisting of lounge, kitchen, bedroom and bathroom/toilet.

Town-planning: Zoning: Residential. *Special privileges:* Nil.

Nothing is guaranteed in these respects.

Material conditions:

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

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court, Sheriff, within 14 (fourteen) days after the date of sale.

3. If more that one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Maritime House, Eighth Floor, 1 Salmon Grove, Durban, or at our offices.

Dated at Durban on this 16th day of January 1997.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street (P.O. Box 714), Durban, 4001. [Tel. (031) 304-7614/5.] (Ref. CMK/891/A0034/Mrs McDonnell.)

Case No. 11737/96

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

In the matter between ABSA BANK LIMITED No. 86/04794/06, Execution Creditor, and Mr GARTH EDWARD MEYNELL BUNTING, Execution Debtor

In pursuance of judgment granted on 18 November 1996, in the Pinetown Magistrate's Court and a writ of Execution issued thereafter, the immovable property listed hereunder will be sold in execution on Friday, 4 April 1997 at 10:00, in the front of the Magistrate's Court. 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land being:

(a) Section No. 40, as shown and more fully described on Sectional Plan SS181/1981, in the scheme known as Redfern, in respect of the land and building or buildings situated at New Germany, of which section the floor area, according to the said Sectional plan is 70 (seventy) 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.

Postal address: 201 Redfern, 27 Bohmer Road, New Germany.

Improvements: Brick under tile dwelling consisting of lounge/dining-room, kitchen, two bedrooms, bathroom and toilet.

Town planning: Zoning: Residential. *Special privileges:* Nil.

Nothing is guaranteed in these respects.

Material conditions:

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

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court, Sheriff, within 14 (fourteen) days after the date of sale.

3. If more that one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, 3610, or at our offices.

Dated at Durban on this 16th day of January 1997.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street (P.O. Box 714), Durban, 4000, Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1076/ Mrs Chetty.)

Case No. 2606/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED (Reg. No. 86/04794/06), Plaintiff, and Miss ARTI LATA RAMGOBIN, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division), on 21 June 1996 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban Central, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, on Thursday, 27 March 1997 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, namely:

(a) Section 133, as shown and more fully described on Sectional Plan SS193/92, in the scheme known as Davenport Square in respect of the land and building or buildings situated at Durban, of which the floor area, according to the said sectional plan, is 65 (sixty-five) square metres;

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the sectional plan, which property is physically situated at 412 Davenport Square, Davenport Road, Glenwood, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST15462/95.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of a sectional title unit consisting of lounge, kitchen, bedroom, bathroom/toilet and balcony.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 18,25% (eighteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

(d) The full conditions may be inspected at the offices of the Sheriff of the Supreme Court, Maritime House, Eighth Floor, 1 Salmon Grove, Durban.

Dated at Durban this 17th day of January 1997.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/837/A0034/Mrs McDonnell.)

Case No. 1569/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and MOONSAMY GOVENDER, and ATHIAMMA GOVENDER, Defendants

In pursuance of a judgment, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 March 1997 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 18, Desainagar, situated in the Township of Tongaat, and in the Port Natal–Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 022 square metres. *Postal address:* 2 Threadneedle Street, Desainagar, Tongaat.

Improvements: Brick under tile dwelling consisting of entrance hall, main bedroom (carpeted, en-suite), three bedrooms (carpeted, two have b.i.c.), play room (carpeted), lounge (carpeted), dining-room (tiled), kitchen (tiled, b.i.c.), toilet (tiled), bathroom (tiled), shower cubicle, passage (carpeted), single garage (manual), tarred driveway, burglar guards, lounge has fireplace and outbuilding.

Town-planning zoning: Special Residential.

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

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/NA/KK/05N225025.)

Case No. 5773/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED (Reg. No. 86/04794/06), Plaintiff, and Mr BERNARD CLAUDE SAMUELS, First Defendant, and Mrs JUTHIKA DEVI SAMUELS, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 7 October 1996 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban Central, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, on Thursday, 27 March 1997 at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, namely:

1. (a) Section 5, as shown and more fully described on Sectional Plan SS244/1992, in the scheme known as Burleigh, in respect of the land and building or buildings situated at Durban, of which the floor area, according to the said sectional plan, is 164 (one hundred and sixty-four) square metres.

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

2. (a) Section 10, as shown and more fully described on Sectional Plan SS244/1992, in the scheme known as Burleigh, in respect of the land and building or buildings situated at Durban, of which the floor area, according to the said sectional plan, is 16 (sixteen) square metres.

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

Which property is physically situated at 5 and 6 Burleigh, 115 Clark Road, Glenwood, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer ST253/96.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under concrete sectional title unit consisting of entrance hall, lounge, kitchen, study, four bedrooms, bathroom/toilet, bathroom/toilet/shower and single garage.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 19,25% (nineteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

(d) The full conditions may be inspected at the offices of the Sheriff of the Supreme Court, Maritime House, Eighth Floor, 1 Salmon Grove, Durban.

Dated at Durban this 22nd day of January 1997.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/1036/A0034/Mrs McDonnell.)

Case No. 4338/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED (Reg. No. 86/04794/06), Plaintiff, and Miss BARBRA DAPHNE LEE, First Defendant, and Miss LINDA ANN STRAUSS, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 4 September 1996 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Inanda Area 2, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on Monday, 24 March 1997 at 09:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, namely:

Lot 2832, Verulam (Extension 31), situated in the Borough of Verulam, and in the Port Natal–Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 279 (two hundred and seventy-nine) square metres, which property is physically situated at 16 Silver Oak Road, Verulam, 4340, and which property is held by the above-named First Defendant under and by virtue of Deed of Transfer T25556/93.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under asbestos double storey split level dwelling consisting of lounge, two bedrooms, kitchen, bath/toilet, shower/toilet, outbuilding consisting of carport and jacuzzi.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms: The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 19,25% (nineteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to daste of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

(d) The full conditions may be inspected at the offices of the Sheriff of the Supreme Court, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 27th day of January 1997.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000/Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/917/Mrs Chetty.)

Case No. 5280/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED (Reg. No. 86/04794/06), Plaintiff, and Mr AGMAT STEPHANUS, First Defendant, and Mrs MARRIAM STEPHANUS, Second Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 7 November 1996 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban South, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, on Thursday, 27 March 1997, at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 101 Lejaton, 40 St George's Street, Durban, namely:

Rem. of Sub. 11 of Lot 1825, Wentworth, situated in the City of Durban, Administrative District of Natal, in extent 1 405 (one thousand four hundred and five) square metres, which property is physically situated at 35 Lobelia Road, Bluff, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T4865/94.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of lounge/dining-room, kitchen, two bedrooms and bathroom/toilet.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms:

The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 19,25% (nineteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

(d) The full conditions may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban on this 24th day of January 1997.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/973/A0034/Mrs McDonnell.)

Case No. 5269/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED (Reg. No. 86/04794/06), Plaintiff, and Mr PAUL SUBBAN POONEN, Defendant

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 30 September 1996 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban South, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban, on Thursday, 27 March 1997, at 10:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at his office at 101 Lejaton, 40 St George's Street, Durban, namely:

Sub. 189 (of 168), of the farm Clairwent Three 14836, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 446 (four hundred and forty-six) square metres, which property is physically situated at 6 Lahore Road, Merewent, Durban, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T5545/96.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under asbestos dwelling consisting of lounge/dining-room, kitchen, three bedrooms, bathroom and toilet. *Detached out-buildings:* Single garage, two rooms and toilet.

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

Terms:

The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per cent) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within 7 (seven) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 19,25% (nineteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

(d) The full conditions may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban on this 23rd day of January 1997.

Browne Brodie & Co., Plaintiff's Attorneys, 12th Floor, United Building, 291 Smith Street, Durban, 4001; P.O. Box 714, Durban, 4000. [Tel. (031) 304-7614/5.] (Ref. CMK/1023/A0034/Mrs McDonnell.)

Case No. 37112/95

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

In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and PRITANYA HOLDINGS CC (Reg. No. CK94/22471/23), Defendant

In pursuance of a judgment, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 March 1997 at 09:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

Description: Lot 150, La Mercy, situated in the Township of Tongaat, and in the Port Natal–Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 971 square metres.

Postal address: 31 Coull Drive, La Mercy, Tongaat.

Improvements: Double storey brick under slabbing dwelling with water and lights. *Upstairs:* Main bedroom (carpeted), built-in cupboards-(en-suite), two other bedrooms (carpeted; built-in cupboards), study room, lounge, T.V.-room (carpeted), toilet (tiled), bathroom (tiled, shower room) and balcony. *Downstairs:* Bedroom (carpeted), bathroom and toilet (tiled, has tub and handbasin), lounge (carpeted), dining-room (carpeted), passage, kitchen, (tiled), has built-in cupboards, breakfast nook, hob and eye level oven, laundry room, veranda and courtyard. *Servants' quarter's:* Two bedrooms, toilet, bathroom, double garage (manually operated), swimming-pool, driveway is tarred and burglar guards.

Town-planning zoning: Special Residential.

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

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

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/NA/KK/05N011662.)

Case No. 5645/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between ABSA BANK LIMITED, Judgment Creditor, and SARAH CILLIERS, Judgment Debtor

In pursuance of judgment granted on 29 August 1996, in the Empangeni Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 3 April 1997 at 11:00, at Magistrate's Court Building, Empangeni, to the highest bidder:

Description: Ownership Subdivision 5 of Lot 6721, Richards Bay, in extent eight hundred and eigthy (880) square metres.

Improvements: 70 Via Cassiandra, Richards Bay.

Held by the Defendant in his name under Deed of Grant T8894/94.

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

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

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

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

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Davidson's Chambers, Union Street, Empangeni.

Dated at Empangeni this 10th day of February 1997.

Bothas Incorporated, Game City, Maxwell Street, Empangeni (P.O. Box 573), 3880. [Tel. (0351) 92-2011.] (Ref. Mr Walsh/MdT/T130.)

Case No. 5299/94

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

In the matter between MUNGLA DHULAM, Plaintiff, and ANWER MOOLA, Defendant

In pursuance of a judgment granted in the above Honourable Court on 7 February 1995, and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 25 March 1997 at 09:00, in front of the Magistrate's Court, Ladysmith:

Description: Lot 1877, Ladysmith (Extension 3), situated in the Ladysmith/Emnambithi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent one thousand and seventeen (1 017) square metres.

Physical address: 41 Simla Road, Ladysmith.

Improvements: Executive home comprising lounge, dining-room, fully fitted kitchen, four bedrooms, bathroom/toilets en-suite, servants' quarters, double garage, fully walled and brick under tile (improvements not guaranteed.)

Held under Deed of Transfer (T33053/1988).

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff for the District of Klip River, and subject to the provisions of the Magistrates' Courts Act, No. 32 of 1944, and the rules promulgated in terms thereof.

2. The property shall be sold, subject to the claims of Preferent Creditors, to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.

3. Ten per cent (10%) of the purchase price, as well as the Sheriff's commission shall be paid in cash upon conclusion of the sale and the balance shall be secured to the satisfaction of the Sheriff, within 14 (fourteen) days of the date of the sale.

4. Neither the Execution Creditor, nor the Sheriff gives any warranty as to the state of the property sold. The property will be sold voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of the Execution Creditors attorneys, or at the Sheriff's at 5 Poort Road, Ladysmith, and will be read out immediately prior to the sale.

Dated at Ladysmith this 11th day of February 1997.

Macaulay & Riddell, Attorneys for Execution Creditor, 126 Murchison Street, P.O. Box 107, Ladysmith, 3370. (Ref. JM:LD.)

Case No. 54406/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and LUNGILE OCTAVIA CELE, Defendant

In pursuance of a judgment granted on 29 November 1996 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder on 3 April 1997 at 10:00, at Eighth Floor, Maritime House, Durban, corner of Salmon Grove and Victoria Embankment, Durban:

Description: A certain piece of land being Sub. 230 (of 179) of Lot 600 Bluff, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 068 metres.

Address: 17 Field Road, Bluff, KwaZulu-Natal.

Improvements: A brick under tile dwelling consisting of entrance hall, three bedrooms, lounge, bathroom, separate toilet, kitchen, laundry, enclosed verandah. *Outbuildings:* Garage, servants' quarters, shower/toilet, swimming-pool, walls and paving.

Town planning zoning: Maisonette.

Nothing is guaranteed in the above respects.

(The nature, extent, condition and existence of the improvements are not guaranteed and are sold voetstoots.)

Zoning: The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Supreme Court at Durban, 101 Lejaton, St George's Street, Durban.

Dated at Durban this 14th day of February 1997.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/sb/GAL2864.)

Case No. 56903/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and ASHWANI SINGH, First Defendant, and BRIDGKUMAN SINGH, Second Defendant

In pursuance of a judgment granted on 31 October 1996 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder on 3 April 1997 at 10:00, and at Eighth Floor, Maritime House, Durban, corner of Salmon Grove and Victoria Embankment, Durban:

Description: A certain piece of land being Sub. 418 (of Sub. 168) of the farm Clairwent Three 14836, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 357 square metres.

Address: 30 Sailkot Crescent, Merebank, Durban, KwaZulu-Natal.

Improvements: A semi-detached brick under asbestos dwelling consisting of three bedrooms, lounge, dining-room, toilet and bathroom, kitchen and verandah. *Outbuildings:* Garage, room, kitchen, shower and toilet.

Town-planning zoning: Special Residential.

Nothing is guaranteed in the above respects.

Material conditions:

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

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other Preferent Creditor, then the interest payable upon such Preferent Creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Durban at 101 Lejaton, 40 St George's Street, Durban, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 17th day of February 1997.

David Gardyne & Partners, Plaintiff's Attorneys, 78 Field Street, Durban. (Ref. Mr D. Gardyne/SB/GAL2875.)

Case No. 48880/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and MUSAWENKOSI RELAX KHOMO, Defendant

In pursuance of a judgment granted on 9 September 1996 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder on 3 April 1997 at 10:00, at Eighth Floor, Maritime House, Durban, corner of Salmon Grove and Victoria Embankment, Durban:

Description: A certain piece of land being Sub. 1321 of Lot 1256 of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 615 square metres.

Address: 28 Streatham Crescent, Woodlands, KwaZulu-Natal.

Improvements: Brick under slate dwelling consisting of four bedrooms, main-en-suite, lounge, dining-room (carpeted), bathroom (floor lino), shower, bath, basin, separate toilet, verandah and kitchen (fitted cupboards and floor lino). *Outbuildings:* Garage, carport, laundry, shower/toilet, patio, staff room, walls and paving.

Town-planning zoning: Special Residential.

Nothing is guaranteed in the above respects.

Material conditions:

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

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other Preferent Creditor, then the interest payable upon such Preferent Creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any), taxes, VAT, and all other charges necessary to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Durban, at 101 Lejaton, 40 St George's Street, Durban, and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this Special Residential 17th day of February 1997.

David Gardyne & Partners, Plaintiff's Attorneys, 78 Field Street, Durban. (Ref. Mr D. Gardyne/SB/GAL2821.)

Case No. 6128/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between ABSA BANK LIMITED (Reg. No. 86/04794/06), Plaintiff, and RORY JOHN CORBETT, First Defendant, and CAROL-ANN CORBETT, Second Defendant

In execution of a judgment granted by the above Honourable Court dated on 30 October 1996, in the above-named suit, the following property will be sold in execution by the Sheriff of the Supreme Court, Durban, at Eighth Floor, Maritime House, Durban, Salmon Grove 1, Durban, on 3 April 1997 at 10:00, to the highest bidder without reserve, namely:

Sub 2167 of the farm Mobeni 13538, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 693 square metres, which property is physically situated at 9 Chandler Crescent, Woodlands, KwaZulu-Natal and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T34685/95 dated 27 October 1995.

Improvements: Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile/asbetos roof dwelling comprising four bedrooms, bathroom with basin, bath and toilet (tiled floor), lounge (carpeted), dining-room (carpeted), and kitchen with fitted cupboards (tiled floor). *Outbuildings:* Staff quarters, separate with room, toilet, shower, fully fenced with wire, wood and concrete fencing, paving, concrete and steps.

Material conditions:

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

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any) taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Durban, at 101 Lejaton, St George's Street, Durban, KwaZulu-Natal and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 17th day of February 1997.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D. Gardyne/SB/GAL2839.)

Case No. 54719/96

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

In the matter between ABSA BANK LIMITED, Plaintiff, and PATRICIA ANN VERMAAK, Defendant

In pursuance of a judgment granted on 18 November 1996 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovaable property listed hereunder will be sold in execution to the highest bidder on 3 April 1997 at 10:00, at Eighth Floor, Maritime House, Durban, corner of Salmon Grove and Victoria Embankment, Durban:

Description: A certain piece of land being:

(a) Section 7, as shown and more fully described on Sectional Plan SS62/83 in the scheme known as Bayridge in respect of the land and building or buildings situated at Durban, of which section the floor area according to the said sectional plan is 51 square metres in extent; and

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

Address: 29 Bayridge, 14 Channel View Road, Bluff, KwaZulu-Natal.

Improvements: A brick under re-enforced concrete unit consisting of bedroom, entrance hall, lounge, bathroom and toilet, kitchen and parking bay.

Town-planning zoning: General Residential.

Nothing is guaranteed in the above respects.

Material conditions:

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

2. (a) The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission immediately after the sale, and the balance (including the payment of the undermentioned interest) against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff of the Magistrate's Court within 14 days after the sale. The said guarantee shall be approved by the Plaintiff's attorneys.

(b) The purchaser shall be liable for the payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale (and in the event of there being any other preferent creditor, then the interest payable upon such preferent creditor's claim) until the date of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any) taxes, VAT, and all other charges necessary to effect transfer on request by the said attorneys.

The full conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, Durban, at 101 Lejaton, 40 St George's Street, Durban, KwaZulu-Natal and at the offices of David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 17th day of February 1997.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, JBS Building, 78 Field Street, Durban. (Ref. Mr D. Gardyne/sb/GAL2880.)

Case No. 1711/96

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

In the matter between ABSA BANK LTD, Plaintiff, and I. ANDREWS, Defendant

In pursuance of a judgment of the Court of the Magistrate, Pinetown, dated 4 March 1996, and writ of execution dated 6 March 1996, the immovable property listed hereunder will be sold in execution on Friday, 11 April 1997, at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, KwaZulu-Natal, to the highest bidder:

Property description: Lot 1327, Pinetown (Extension 26), situated in the Borough of Pinetown and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 2 727 square metres and held under Deed of Transfer T9688/95.

Physical address: 35 Hopewell Road, Pinetown.

Conditions:

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

2. The following improvements on the property are reported, but not guaranteed: Dwelling under brick and tile, entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom with shower and toilet, separate toilet. *Outbuildings:* Single garage, servants' quarters and swimming-pool.

3. The purchase price shall be paid as to 10% (ten per cent) thereof on the signing of the conditions of sale, and the full balance together with interest on the full amount of the Plaintiff's claim at the rate of 16% (sixteen per cent) per annum to date of payment, within fourteen (14) days, to be paid or secured by an approved bank or building society guarantee.

4. The full conditions of sale which will be read out by the Sheriff of Court, Pinetown, immediately prior to the sale may be inspected at his office at 2 Samkit Centre, 62 Caversham Road, Pinetown, KwaZulu-Natal.

Dated at Pinetown this 24th day of January 1997.

A. T. Kitching, for Geyser, Liebetrau, Du Toit & Louw, Plaintiff's Attorneys, 7 Greathead Lane, Pinetown. (Ref. ATK/ai/T433.)

Case No. 544/96

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

In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Execution Creditor, and PAUL HENDRIK VERMAAK, trading as VERMAAK'S WATER BORING, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Howick dated 11 September 1996, the following immovable property will be sold in execution on 27 March 1997 at 10:00, at the Sheriff's Salesroom, 12 Campbell Road, Howick, to the highest bidder:

Sub. 1 of Lot 178, Merrivale (Extension 1) situated in the Howick Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent of 1 883 square metres represented and situated at 18 Geekie Road, Merrivale, KwaZulu-Natal.

Description of property: Vacant land.

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, 12 Campbell Road, Howick, 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, 12 Campbell Road, Howick, Natal.

Dated at Pietermaritzburg this 17th day of February 1997.

P. J. M. Seymour, for Mason Weinberg, Execution Creditor's Attorney, Third Floor, Fedlife House, 251 Church Street, Pietermaritzburg.

Case No. 22/96

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

In the matter between KWAZULU FINANCE AND INVESTMENT CORPORATION LIMITED, Plaintiff, and H. Z. ZWANE, Defendant

In pursuance of a judgment granted in the above Honourable Court on and a warrant of execution, the undermentioned property will be sold in execution on Tuesday, 25 March 1997 at 15:00, in front of the Magistrate's Court, Ezakheni:

Unit D665, in extent 300 square metres, situated in the Administrative District of KwaZulu-Natal, held under Registered Grant of G000088/92.

Following information is furnished regarding the improvements and in this respect nothing is guaranteed.

Improvements: Unknown.

Extent: Unknown.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 25 March 1997 at 15:00, at the Magistrate's Court, Ezakheni.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be acceptable by the Sheriff.

3. The full purchase price shall be paid in cash or bank-guaranteed cheque upon conclusion of the sale.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the State of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's Attorney, or the Sheriff of Ladysmith.

6. The sale shall be subject to the approval by KwaZulu Finance and Investment Corporation Limited, within 21 days.

Dated at Ladysmith on this 7th day of February 1997.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/BP/CKF737.)

Saak No. 5325/95

IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

In die saak tussen KWAZULU FINANCE & INVESTMENT CORPORATION LTD, Eksekusieskuldeiser en GUGULETHU THULEBONA JENNIFER PEARL ZWANE, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof, en 'n lasbrief vir eksekusie teen onroerende goed gedateer 4 November 1996, sal die ondervermelde eiendom op 26 Maart 1997 om 10:00, in die voorkamer van die Landdroshof, Newcastle, geregtelik aan die hoogste bieder vir kontant verkoop word, naamlik:

Sekere Unit 780, Unit A, Madadeni.

De eiendom is verbeter deur die oprigting van 'n woonhuis daarop maar niks word gewaarborg nie.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju van die Landdroshof te Yorkweg 36, Newcastle, en is onder andere die volgende:

1. Die koopprys is betaalbaar in kontant of gewaarborgde tjek onmiddellik na afloop van die veiling.

2. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes soos vervat in die titelakte daarvan.

Gedateer te Newcastle op hede die 22ste dag van Januarie 1997.

P. G. Steyn, vir De Jager Steyn Maritz Ing., Prokureurs vir Eiser, Vierde Verdieping, Unitedgebou, Scottstraat, Newcastle.

Case No. 4133/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SA LIMITED, Plaintiff, and NARRAINSAMY MUNSAMY, First Defendant, KANCHANAMALA MUNSAMY, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, Moss Street, Verulam, on Monday, 24 March 1997 at 09:00:

Description: Lot 1893 Tongaat, Extension 15, situated in the Township of Tongaat, Administrative District of Natal, in extent 675 (six hundred and seventy-five) square metres, held under Deed of Transfer T13232/1979. *Physical address:* 40 Coronation Road, Watsonia, Tongaat, Natal. *Zoning:* Special Residential.

The property consists of the following: Double storey brick under tile roof dwelling comprising: *Upstairs:* Two bedrooms (en-suite, carpeted), sliding doors onto balcony, stairs (carpeted). *Downstairs:* Entrance hall, two lounges (carpeted), dining-room (tiled), kitchen (tiled, eye level oven, hob, built-in cupboards), toilet and bathroom, bedroom (carpeted, en-suite) and study room. *Outbuildings:* Garage, cement driveway and face brick fencing. Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-addd tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban on this 29th day of January 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.10215/nf.)

Case No. 7649/95

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF SA LIMITED, Plaintiff, and GANAS MARIE, First Defendant, KOGILA MARIE, Second Defendant, GOVINDARAJ MARIE, Third Defendant, and VIJIAMBAL MARIE, Fourth Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve on the steps of the Supreme Court, Mosanic Grove, Durban, on Thursday, 3 April 1997 at 12:00.

Description: Sub. 139 of 24 of Lot 312 Duiker Fontein, situated in the City of Durban, Administrative District of Natal, in extent 4 864 (four thousand eight hundred and sixty-four) square metres, held under Deed of Transfer T29368/87. *Physical address:* 82 Mogul Crescent, Effingham Heights, Natal. *Zoning:* Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising of an entrance hall, lounge, dining-room, kitchen, four bedrooms, bathroom and toilet. The outbuildings comprise of garage.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

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

3. Transfer shall be effected by the attorneys for the plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Office and Salesroom, 15 Milne Street, Durban, Natal.

Dated at Durban on this 28th day of January 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.7711/sa.)

Case No. 2345/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between KWAZULU FINANCE & INVESTMENT CORP. LTD, Plaintiff, and ESAU NXELE, Defendant

In pursuance of a judgment granted in the above action, and a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, without reserve, to the highest bidder on 27 March 1997 at 11:00, at the front steps of the Magistrate's Court, Empangeni:

1. (a) *Deeds office description:* Ownership Unit A1230 (Portion 1 & 2), situated in the Township of Nseleni, District of Enseleni, in extent 400 (four hundred) square metres.

(b) *Property description* (not warranted to be correct): Single storey face-brick building comprising of a shop. The property is fully electrified and on main sewerage. The property is zoned Residential.

2. The conditions of sale may be inspected at the Sheriff's Office, Davidsons Chambers, Union Street, Empangeni.

Truter James de Ridder Inc., Lincoln's Inn, 1 Victoria Lane, 7 Maxwell Street, Empangeni. (Ref. Mr de Ridder/aeh/136/95-05/K771/136.)

Case No. 3446/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UNFOLOZI HELD AT EMPANGENI

In the matter between UNITED BANK LTD, a Division of ABSA, Judgment Creditor, and RICHARD BARRY WAYNE VAN DER BURGH, First Judgment Debtor, and MOLLY ELIZABETH DELATE, Second Judgment Debtor

In pursuance of a judgment granted on 25 July 1996, in the Empangeni Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 8 April 1997 at 11:00 at Magistrate's Court Building, Empangeni, to the highest bidder:

Description: Ownership Lot 8531, Extension 35, in extent 1 079 (one thousand and seventy-nine) square metres.

Improvements: 18 Voyager Street, Empangeni, held by the Defendant in his name under Deed of Grant No. T10240/95.

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

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

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

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

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Davidson's Chambers, Union Street, Empangeni.

Dated at Empangeni this 18th day of February 1997.

Bothas Incorporated, Game City, Maxwell Street, Empangeni, P.O. Box 573, 3880. [Tel. (0351) 92-4270.] (Ref. Mr Walsh/MdT/U0019.)

Case No. 1095/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and SIBONGILE BEAUTY NTOMBELA, Defendant

Take notice that in execution of a judgment by default in the above Court, a sale in execution, will be held by the Sheriff of the Supreme Court, Pietermaritzburg, at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, on Thursday, 27 March 1997 at 09:00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Unit No. 1313, Imbali III, situated in the Township of Edendale, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 403 (four hundred and three) square metres, held by the Defendant under Deed of Grant No. 641.

The following information is furnished regarding the property, though in this respect, nothing is guaranteed:

1. The property's physical address is Unit 1313, Imbali Stage 3, Pietermaritzburg.

2. The improvements consists of a single-storey dwelling constructed of wire and concrete walls under asbestos, comprising of lounge, kitchen, two bedrooms, bathroom and toilet.

3. The town-planning zoning of the property is Special Residential.

The full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, Pietermaritzburg, at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on the 24th day of February 1997.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26S0002/96.)

Case No. 1292/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and ALAN MICHAEL VAN WYK, First Defendant, and LOUISE ANNE VAN WYK, Second Defendant

Take notice that in execution of a judgment by default in the above Court, a sale in execution will be held by the Sheriff of the Supreme Court, Pietermaritzburg, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, on Thursday, 27 March 1997 at 09:00, of the following immovable properties, on conditions to be read out by the auctioneer at the time of the sale:

1. Sub. 12 (of 6) of Lot 2601, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 18 (eighteen) square metres.

2. Rem. of Sub. 5 of Lot 2601, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 724 (seven hundred and twenty-four) square metres, held by the Defendants under Deed of Transfer T20632/95.

The following information is furnished regarding the properties, though in this respect, nothing is guaranteed:

1. The physical address of the properties is 191 Pine Street, Pietermaritzburg.

2. The improvements consists of a single-storey dwelling constructed of red brick and Harvey tiles, comprising of lounge, dining-room, study, kitchen, laundry, three bedrooms, two bathrooms with toilets, front verandah and enclosed back verandah, with outbuildings constructed of brick under corrugated iron consisting of garage, servants' quarters, two toilets and shower.

3. The town-planning zoning of the properties is Special Residential.

The properties may not be purchased separately.

The full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, Pietermaritzburg, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on this 21st day of February 1997.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26S0785/96.)

Case No. 2756/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and BALAN MOONSAMY, Defendant

Take notice that in execution of a judgment by default in the above Court, a sale in execution will be held by the Sheriff of the Supreme Court, Pietermaritzburg, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, on Thursday, 27 March 1997 at 09:00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Sub. 116 of Lot 3185, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 259 (two hundred and fifty-nine) square metres, held by the Defendant under Deed of Transfer T14798/94.

The following information is furnished regarding the property, though in this respect, nothing is guaranteed:

1. The property's physical address is 17 Alwar Square, Pietermaritzburg.

2. The improvements consist of a single storey semi-detached dwelling constructed of block under asbestos, comprising of lounge, kitchen, three bedrooms, shower and toilet with semi-detached store-room constructed of block under asbestos.

3. The town-planning zoning of the property is Special Residential.

The full conditions of sale may be inspected at the office of the Sheriff of the Supreme Court, Pietermaritzburg, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on this 24st day of February 1997.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26S0343/96.)

Case No. 5343/96

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

In the matter between NATAL BUILDING SOCIETY LIMITED, Plaintiff, and NADHAIN INVESTMENTS CC, Defendant

In pursuance of a judgment granted in the above Honourable Court on 17 January 1997 and a warrant of execution, the undermentioned property will be sold in execution on 25 March 1997 at 10:00, in front of the Magistrate's Court, Ladysmith:

Lot 3655, Ladysmith Extension 17, situated in the Ladysmith/Emnambithi Transitional Local Council area, Administrative District of Natal, Province of KwaZulu-Natal.

The following information is furnished regarding the improvements though in this respect nothing is guaranteed: Zoning: Residential.

Improvements (the accuracy hereof is not guaranteed): Single storey building consisting of shops, offices and toilet facilities.

Material conditions: The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of Ladysmith on 25 March 1997 at 10:00, at the Magistrate's Court, Ladysmith.

2. The property shall be sold without reserve to the highest bidder, provided that the Sheriff may, with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceding bid shall be accepted by the Sheriff.

3. The purchase price shall be paid as to 10% (ten per centum) deposit of the purchase price upon conclusion of the sale and the balance to be secured within 14 (fourteen) days.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of Plaintiff's attorneys, or the Sheriff, Ladysmith.

Dated at Ladysmith on this 24th day of February 1997.

Maree & Pace, Attorney for Plaintiff, 72 Queen Street, Ladysmith, 3370. (Ref. Mr Swanepoel/BP/CN0370.)

Case No. 10699/96

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

In the matter between LOERIE PARK BODY CORPORATE, Plaintiff, and JONATHAN TAWIL PROPERTIES (PTY) LTD, Defendant

In pursuance of a judgment granted on 30 September 1996 in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 18 April 1997 at 10:00, at the front entrance, Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Description: A certain piece of land being section 46 as shown and more fully described on Sectional Plan SS141/1994 in the Scheme known as Loerie Park in respect of the land and building or buildings situated at Westville, in the Borough of Westville of which section the floor area according to the sectional plan is 159 square metres in extent; and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan. (Unit 39, Loerie Park, 32 Caefron Avenue, Westville.)

Improvements: Comprising three bedrooms, full bathroom, shower, toilet, TV lounge, open plan kitchen, lounge, double garage and sundeck 25 square metres. Nothing is guaranteed in these respects.

Material conditions:

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

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.

3. The sale shall be subject to the following Mortgage Bond registered against the property: 1. SB747/1995 for the sum of R475 000 (four hundred and seventy-five thousand rand) in favour of Mercantile Bank Limited.

4. The purchaser shall pay all arrear levies due on the property to the Body Corporate up to the date of transfer of the property.

Dated at Durban this 26th day of February 1997.

G. P. Coetzer, for A. D. Millar & Kimber, 10th Floor, Fedsure House, 320 Smith Street, Durban. (Ref. GMM/399/L0002000.)

Case No. 3119/91

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

In the matter between WINDOWS DELITE, Plaintiff, and LAZARUS CHARLES, Defendant

In pursuance of a judgment in the above Honourable Court dated 25 June 1991, and an attachment made by the Sheriff of the Magistrate's Court, in terms of a warrant of execution issued in terms of the said judgment, the undermentioned property will be sold by the Sheriff of the Magistate's Court, Chatsworth, on Tuesday, 25 March 1997 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

Description: Sub. 1714 of 2286 of Lot 101, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent two hundred and nine (209) square metres. *Postal address:* 103 Montdene Drive, Croftdene, Chatsworth.

Improvements: Semi detached, double storey block under asbestos roof dwelling comprising of two bedrooms, lounge, kitchen, toilet and bathroom.

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

Dated at Chatsworth this 5th day of February 1997.

T. Deosaran & Company, Plaintiff's Attorneys, 491 Arena Park Drive, Arena Park, Chatsworth. (Ref. TD/AG/W8/71.)

Case No. 1058/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

In the matter between NBS BANK LIMITED, No. 87/01384/06, Execution Creditor, and CORNELIS WILLEM CLOETE, First Execution Debtor, and MARION ANNE CLOETE, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone, and the warrant of execution re-issued pursuance thereto on 3 February 1997, the immovable property described as:

Sub 1 of Lot 2037, Ramsgate, 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 1 989 square metres, held under Deed of Transfer T4020/94, and situated in Ilalla Crescent, Ramsgate, will be sold in execution on Thursday, 27 March 1997 at 10:00, on the Court-house steps of the Magistrate's Court, Port Shepstone, on terms and conditions which will be read out at the time of the sale and which may in the meantime be inspected at the office of Messrs Barry, Botha & Breytenbach Inc, the Plaintiff's attorneys, 16 Bisset Street, Port Shepstone. The material terms and conditions of the sale are as follows:

(a) The full purchase price shall be paid in cash immediately the property is knocked down to the purchaser, and this amount shall be held in the conveyancer's interest bearing account with interest earned thereon accruing to the NBS, or alternatively such amount shall be paid directly to the NBS if required by the NBS. Should the purchaser fail to make such payment forthwith, either in cash or by means of a bank-guaranteed cheque approved by the NBS, the auction shall be deemed not to have been concluded, and the property may thereupon be immediately re-submitted by the Sheriff for sale by auction amongst those present.

(b) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(c) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first R30 000 of the purchase price, and 3% (three per centum) on the outstanding balance, subject to a maximum commission of R7 000 and a minimum commission of R260.

(d) The property shall be sold subject to any valid existing tenancy and lien.

(e) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(f) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by:

Split level dwelling under brick and tile (now guest house), consisting of:

Downstairs: Bedrooms with shower, toilet and wash basin.

First floor: Pantry, kitchen, lounge, dining-room, entrance hall, three bedrooms, bathroom, toilet, verandah, big dining area and store room under stairs.

Top floor: Main-en-suite, bedroom and enclosed balcony.

Outbuildings: Under brick and tile, consisting of three rooms each with shower, toilet and wash basin, servant's toilet, single garage and two rooms presently under construction.

Dated at Port Shepstone on this 11th day of February 1997.

Barry, Botha & Breytenbach Inc, Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone (Ref. E. R. Barry/N282/01N209619.)

Case No. 1722/96

IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between NEDCOR BANK LIMITED, Plaintiff, and THAGARAN GOVENDER, First Defendant, and PARIPURANAM GOVENDER, Second Defendant

In pursuance of a judgment granted on 23 April 1996 in the Supreme Court (Durban and Coast Local Division) and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 27 March 1997 at 12:00, at the steps of the High Court, Masonic Grove, Durban:

Description of property: Sub 3 of Lot 4, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, in extent one thousand one hundred and ninety-nine (1 199) square metres.

Physical address: 421 Rochdale Road, Sea Cow Lake.

Improvements: Brick under tile dwelling consisting of two bedrooms (floor with oregan pine and carpeted), lounge with ceiling fan (floor oregan pine with novilan), dining-room (oregan pine and carpeted), kitchen (floors cemented and tiled) and shower with bath (tiled). Verandah. Rented Loo.

Zoning: Residential.

Nothing in the above is guaranteed.

The purchaser shall be required to pay a ten per cent (10%) deposit of the purchase price and the auctioneer's commission immediately after the sale, and the balance against transfer to be secured by a bank or building society guarantee to be furnished to the Sheriff within fourteen (14) days after date of sale.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, 15 Milne, Durban.

Dated at Durban on this 18th day of February 1997.

Livingstone Leandy Inc., Plaintiff's Attorneys, 9–12th Floors, First National Bank Building, corner of Field and Smith Streets, Durban (Ref. Mrs Perumaul/CG/42S556063.)

Case No. 7787/96

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

In the matter between NBS BANK LIMITED, Plaintiff, and MADODA SEBASTIAN GABRI KHUMALO, First Defendant, and PRISCILLA DUDU KHUMALO, Second Defendant

In pursuance of a judgment of the Court of the Magistrate of Newcastle and a writ of execution dated 28 January 1997, the undermentioned property will be sold in execution on 26 March 1997 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

Lot 5833, Newcastle, KwaZulu-Natal District.

The property is improved, but nothing is guaranteed. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court at 36 York Road, Newcastle.

The conditions are mainly the following:

(1) The purchase price is payable in cash or guaranteed cheque immediately after conclusion of the auction.

(2) The property is sold voetstoots and subject to the conditions of the deed of grant.

Dated at Newcastle this 18th day of February 1997.

V. R. H. Southey, for Hopkins & Southey, Attorneys for Plaintiff, 80 Harding Street, Newcastle.

Case No. 3411/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Execution Creditor, and KIM MARGARET HARDMAN, Execution Debtor

In pursuance of a judgment granted on 28 November 1996, in the Magistrate's Court, Stanger, and under writ of execution issued thereafter, the immovable property listed under will be sold in execution on Friday, 4 April 1997 at 10:00, at the front entrance of the Magistrate's Court Building, Couper Street, Stanger, to the highest bidder according to the conditions of sale which will be read out by the Sheriff of the Court, Stanger, at the time of the sale:

Description: Lot 614, Salt Rock (Extension 2), situated in the Dolphin Coast Transitional Local Council Area and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent one thousand four hundred and thirty (1 430) square metres.

Improvements: Vacant plot.

Physical address: 18 Robins Road, Salt Rock.

Zoning: Residential.

Material conditions:

1. The sale shall be subject to the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2. The property shall be sold to the highest bidder at the sale.

3. The purchaser (other than the Execution Creditor) shall pay a deposit of ten per cent (10%) of the purchase price and the auctioneer's charges in cash or by bank-guaranteed cheque at the time of the sale.

4. The balance of the purchase price is payable against transfer of the property, 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.

5. The purchaser shall be liable for payment of interest at the rate of (19,25%) per annum to the Execution Creditor from the date of sale to the date of registration of transfer, both days inclusive.

6. The transfer shall be effected by Attorneys Laurie C. Smith Incorporated 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.

7. The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Stanger, and all interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Stanger this 18th day of February 1997.

Laurie C. Smith Inc., Plaintiff's Atorneys, 22 Jackson Street (P.O. Box 46), Stanger. (Mr Horton/RK/A.418/COLLS.)

Case No. 9419/96

IN THE MAGISRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between NEDCOR BANK LIMITED, Plaintiff, and Mr SEBENZA REGGIE NTSELE, Defendant

In pursuance of a judgment granted on 24 December 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 25 March 1997 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description:* Ownership Unit B317, situated in the Township of Ngwelezane, District of Enseleni, measuring in extent 375 (three hundred and seventy-five) square metres.

(b) *Street address:* B317, Ngwelezane.

(c) *Improvements* (not warranted to be correct): A single storey brick under tile roof dwelling consisting of lounge, kitchen, three bedrooms and bathroom.

(d) *Zoning/Special Privileges or exemptions:* Special residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, First Floor, Davidson's Chambers, Union Street, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 21st day of February 1997.

Schreiber Smith Attorneys, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Mr Rohrs/kr/09/N9163/96.)

Case No. 5080/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between NEDCOR BANK LIMITED, Plaintiff, and GERHARDUS JOHANNES BOOYSEN, First Defendant, and ZELDA MARIANA BOOYSEN, Second Defendant

In pursuance of a judgment granted on 29 November 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 25 March 1997 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description:* Lot 2201, Richards Bay (Extension 11), situated in the Richards Bay Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, measuring in extent 924 (nine hundred and twenty-four) square metres.

(b) *Street address:* 28 Delonix Dune, Arboretum, Richards Bay.

(c) *Improvements* (not warranted to be correct): A single-storey dwelling consisting of lounge, dining-room, kitchen, three bedrooms, bathroom, separate toilet, garage and servants' quarters.

(d) *Zoning/Special Privileges or exemptions:* Special residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, First Floor, Davidson's Chambers, Union Street, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 21st day of February 1997.

Schreiber Smith Attorneys, Yellowood Lodge, Norman Tedder Lane, Empangeni. (Mr Rohrs/kr/09/N9098/96.)

Case No. 2966/93

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between NBS BANK LIMITED, Plaintiff, and MANOGARAN NAIDOO, Defendant

In pursuance of a judgment granted on 28 June 1993 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 25 March 1997 at 11:00, at the Magistrate's Court, Empangeni:

1. (a) *Deeds office description:* Lot 2517, Empangeni (Extension 22), situated in the Borough of Empangeni, Administrative District of Natal, measuring in extent 1 109 (one thousand one hundred and nine) square metres.

(b) *Street address:* 2 Palm Drive, Empangeni.

(c) *Improvements* (not warranted to be correct): A single storey brick under tile roof dwelling consisting of a lounge, dining-room, kitchen, three bedrooms (one MES), guest toilet, bathroom with shower, single garage, outside toilet with shower and the property is fenced on four sides.

(d) *Zoning/special privileges or exemptions:* Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, First Floor, Davidson's Chambers, Union Street, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Empangeni this 21st day of February 1997.

Schreiber Smith Attorneys, Yellowwood Lodge, Norman Tedder Lane, Empangeni. (Ref. Mr Rohrs/kr/09/N9170/96.)

Saak No. 4400/94

IN DIE HOËRHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

In die saak tussen ABSA BANK BEPERK, Eiser, en D. J. H. VAN DEN BERG & SEUNS (EDMS.) BEPERK, Eerste Verweerder, VAN DER BERG, DANIËL JOHANNES HENDRIK, Tweede Verweerder en VAN DER BERG, ALETTA ELIZABETH JOHANNA, Derde Verweerders

Ten uitvoerlegging van 'n vonnis in die bogemelde Agbare Hof, gedateer 9 Augustus 1994, en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op 4 April 1997 om 11:00, deur die Balju, Port Shepstone, voor die Landdroshof te Court-houseweg, Port Shepstone, aan die hoogste bieder:

Erf 496, Trafalgar, geleë in die Ontwikkelingsgebied van Trafalgar, en in die Suidelike Natal Gesamentlike Diensteraad-gebied, Administratiewe Distrik van KwaZulu-Natal, groot 1 318 (eenduisend driehonderd-en-agtien) vierkante meter, gehou kragtens Akte van Transport T11886/1982.

Sonering: Onbeboude erf, geleë te Trafalgar, Natal.

Daar is geen reserweprys, onderworpe aan bekragtiging in terme van klousule 17 van die verkoopvoorwaardes.

Die eiendom bestaan uit onbeboude erf wat eenduisend driehonderd-en-agtien (1 318) vierkante meter beslaan, geleë in die Ontwikkelingsgebied van Trafalgar.

Terme en voorwaardes:

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

Voorwaardes: Die volle voorwaardes van verkoping sal ter insae lê by die kantoor van die Balju van die Hooggeregshof.

Gedateer te Johannesburg op hierdie 24ste dag van Februarie 1997.

Tim du Toit & Kie. Ing., Prokureurs vir Eiser, Sewende Verdieping, Nedbank Mall, Commissionerstraat 145, Johannesburg. (Tel. 331-3868.) (Faks 331-9700.) (Verw. W. A. du Randt/jd/V161.)

Case No. 6033/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and PETRUS JACOBUS FARRELL, First Defendant, and ISSABELLA MAGDALENA FARRELL, Second Defendant

In pursuance of a judgment granted on 14 August 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 25 March 1997 at 11:00, at the steps of the Magistrate's Court, Empangeni:

1. (a) *Deeds office description:* Lot 1116, Richards Bay Extension 7, situated in the Richards Bay Transitional Local Council Area, Administrative District of Natal, in extent measuring one thousand three hundred and ninety-one (1 391) square metres.

(b) *Street address:* 20 Kiepersolkolk, Arboretum, Richards Bay.

(c) *Improvements* (not warranted to be correct): Single storey brick under tile dwelling consisting of entrance hall, three bedrooms, bathroom, toilet and shower, kitchen, living-room, dining-room and kitchen. Outside building consisting of single garage, utility room, shower and toilet.

(d) *Zoning/special privileges or exemptions:* Special Residential zoning, no special privileges or exemptions.

2. The conditions of sale may be inspected at the office, Sheriff of the Magistrate's Court, Davidson Chambers, 12 Union Street, Empangeni.

3. The sale shall be by public auction without reserve to the highest bidder.

Dated at Richards Bay this 21st day of February 1997.

Bothas Incorporated, First Floor, Partridge Place, Richards Bay; c/o Bothas Incorporated, Game City, Empangeni. (Ref. Mr Kloppers/dw/U0010028.)

Case No. 3153/96

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

In the matter between R. BHAGWANTH, Plaintiff, and A. ISMAIL, Defendant

In pursuance of a judgment granted in the above Honourable Court on 3 September 1996, and a warrant of execution issued thereon, the undermentioned property will be sold in execution on 25 March 1997 at 09:00, in front of the Magistrate's Court, Keate Street, Ladysmith:

Lot 3338, Ladysmith in the Borough of Ladysmith, Administrative District of Natal, situated at 32 Ajantha Crescent, Ladysmith.

Material conditions:

The sale of the property shall be subject to the following conditions:

1. The property shall be sold by the Sheriff of the Magistrate's Court on 25 March 1997 at 09:00, in front of the Magistrate's Court, Keate Street, Ladysmith.

2. The property shall be sold without reserve to the highest bidder, provided that the Messenger may with the consent of the Judgment Creditor, refuse any bid. No bid less than R100 in value above the preceeding bid shall be accepted by the Sheriff.

3. The purchase price shall be paid as to 10% (ten per cent) upon conclusion of the sale and the balance to be secured within 14 days.

4. The Plaintiff, the Defendant and the Sheriff gives no warranty as to the state of the property sold. The property is deemed to have been purchased voetstoots.

5. The full conditions of sale applicable can be inspected at the offices of the Plaintiff's attorneys, or the Sheriff's Ladysmith.

6. The sale shall be subject to the approval of the Nedcor Bank, Ladysmith, within ten (10) days.

Dated at Ladysmith this 18th day of February 1997.

A. Sibran & Associates, Plaintiff's Attorney, 63 Queen Street, Ladysmith, 3370. (Ref. Mr Sibran/NJ/B.295.)

Case No. 24799/96

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

In the matter between MARINE SANDS BODY CORPORATE, Plaintiff/Execution Creditor, and FBAL CARA, Defendant/Execution Debtor

In pursuance of a judgment granted in the Magistrate's Court of Durban, under writ issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at Eighth Floor, Maritime House, 143 Salmon Grove, Durban at Thursday, 27 March 1997 at 10:00:

Description:

(a) Section 59 as shown and more fully described on Sectional Plan SS187/1993 in the scheme known as Marine Sands in respect of the lands and building or buildings situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal of which section the floor area according to the sectional plan is 56 (fifty-six) square metres in extent, and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan and held under Deed of Transfer ST8707/1994.

Physical address: Flat 82, Marine Sands Building, 237 Marine Parade, Durban.

Zoning: Residential.

The property consists of the following: Lounge, kitchen, two bedrooms, bathroom, shower and two toilets.

Nothing in this regard is guaranteed.

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

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all the transfer duties, including transfer duly, 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 the sale shall be effected at the offices of the Sheriff of the Magistrate's Court, Durban Central, Eighth Floor, Maritime House, 143 Salmon Grove, Durban.

Dated at Durban this 25th day of February 1997.

Mathew Pravda Ramsunder & Company, Plaintiff's Attorneys, 10th Floor, Fedlife House, 320 Smith Street, Durban. (Ref. KC/kc/M189001/CAR.)

Case No. 3370/96

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

In the matter between S. SEWPERSAD & OTHERS, Execution Creditors, and Z. B. and N. M. MCHUNU, Execution Debtors

In pursuance of a judgment in the Court of the Magistrate, Ladysmith, and a warrant of execution issued on 2 December 1996, the following property will be sold in execution on 25 March 1997 at 09:00, at the Magistrate's Court, Ladysmith:

The vacant property being Lot 366, Ladysmith, situated in the Ladysmith/Emnambithi Transitional Local Council, Administrative District of Natal, Province of KwaZulu-Natal, in extent 8 202 (eight thousand two hundred and two) square metres, situated at 20 First Street, Limit Hill, Ladysmith, 3370.

Conditions of sale:

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

2. The purchase price shall be paid as to 10% (ten per centum) thereof on the day of sale and the balance together with interest thereon at the rate of 10% (ten per centum) per annum to date of registration of transfer shall be paid within fourteen (14) days or secured by a bank or building society guarantee.

3. The full conditions of sale which will be read out immediately prior to the sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 5 Poort Road, Ladysmith.

Dated at Ladysmith this 24th day of February 1997.

Macaulay & Riddell, Plaintiff's Attorneys, 126 Murchison Street, Ladysmith, 3370. (Ref. JW/eb.)

Case No. 5580/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and RAJLAL LUTCHMAN, First Defendant, and SHAKILA LUTCHMAN, Second Defendant

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the Chatsworth Magistrate's Court, Unit 5, Justice Street, Chatsworth, on Tuesday, 25 March 1997 at 10:00:

Description: Sub. 4662 (of 4514) of Lot 107, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 241 (two hundred and forty-one) square metres, held under Deed of Transfer T34078/95. *Physical address:* House 164, Road 742, Montford, Chatsworth, Natal. *Zoning:* Special Residential.

The property consists of the following: Semi-detached double storey block under asbestos roof dwelling comprising three bedrooms, lounge, dining-room, kitchen, toilet, bathroom and balcony. *Outbuildings:* Garage, room, kitchen, bathroom/toilet, driveway and boundary walls. Nothing in this regard is guaranteed.

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

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

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 7 Highway Place, Mobeni Heights, Natal.

Dated at Durban this 20th day of January 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. J. A. Allan/S.10442/nf.)

Case No. 210/97

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

In the matter between NBS BANK LIMITED, Execution Creditor, and AGRIS FINANCE (PTY) LIMITED, First Execution Debtor, and J. A. WHELAN, Second Execution Debtor, and L . M. WHELAN, Third Execution Debtor

Pursuant to a judgment in the above Honourable Court and a writ of execution dated 3 March 1997, a sale by public auction will be held in front of the Magistrate's Court, Church Street, Vryheid, on Wednesday, 26 March 1997 at 11:00, whereby the following property will be sold to the highest bidder, namely:

Erf 575, Vryheid, situated in the Vryheid Local Transitional Council Area, Administrative District of Vryheid, in extent 1,0948 (one thousand nought nine four eight) square metres, better known as 34 Stretch Crescent, Vryheid.

Consisting of double storey large brick building with iron roof, various offices, showroom, reception area as well as four large sheds.

The conditions of sale which will be read immediately before the sale commences, are lying for inspection at the offices of the Sheriff, Vryheid. The most important conditions thereof being the following:

Conditions:

1. The property will be sold by the Sheriff, Vryheid, on public auction to the highest bidder, but such sale shall be subject to the conditions stipulated in terms of section 66 (2) of Act 32 of 1944, as amended.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash against signing of the conditions of sale and the balance of the purchase price together with interest in terms of the judgment, shall be paid by a secured bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within 14 (fourteen) days after the date of sale.

Dated at Vryheid on this 4th day of March 1997.

A. B. T. van der Merwe, for Cox & Partners, Plaintiff's Attorney, corner of Market & High Streets, Vryheid.

ORANGE FREE STATE
ORANJE-VRYSTAAT

Saak No. 956/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen ABSA BANK, handeldrywende as UNITED BANK, Eiser, en mnr. M. J. MOTLOUNG, Verweerder

Ingevolge 'n vonnis gelewer op 14 Mei 1996, in die Kroonstad-landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 4 April 1997 om 09:00, voor die hoofingang van die Landdroshof te Murraystraat, Kroonstad, deur Podium Afslaers, aan die persoon wat die hoogste aanbod maak, onderhewig aan die verkoopvoorwaardes, naamlik:

Beskrywing: Erf 1053, geleë in die dorp Maokeng (Uitbreiding 1), distrik Kroonstad, groot 350 (driehonderd en vyftig) vierkante meter, gehou kragtens Transportakte T4584/1995.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit 'n woonhuis met sinkdak en steenmure.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Murraystraat 62, Kroonstad.

Gedateer te Kroonstad op hede 6 Februarie 1997.

E. A. Burke, vir Naude Thompson & Burke Ing., Cross-straat 98, Kroonstad, 9499; Posbus 932. [Tel. (0562) 2-3289.] (Verw. E. A. Burke/ct/Z04316.)

Saak No. 6335/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen THE CUPBOARD GROUP (PTY) LIMITED, trading as Mr CUPBOARD, Eiser, en KITCHEN VISION AGENCIES (Eienaar G. J. TSIE), Verweerder

Kragtens 'n uitspraak van die bogemelde Agbare Hof op 17 Mei 1996 en 'n lasbrief tot eksekusie, sal die volgende eiendom in eksekusie verkoop word op 11 April 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 Erf 20103, Bloemfontein-uitbreiding 133, beter bekend as Klaradynlaan 35, Pellissier, Bloemfontein, groot 1 251 vierkante meter, gehou kragtens Akte van Transport T1969/87, onderhewig aan sekere voorwaardes.

Die volgende inligting word verskaf, maar nie gewaarborg nie: Die woning bestaan uit drie slaapkamers, twee badkamers, sitkamer, eetkamer, kombuis en afdak.

Voorwaardes: Die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshowe en die reëls daarvolgens neergelê. 10% (tien persent) van die koopprys moet in kontant op die dag van die verkoping betaal word en 'n bank- of bougenootskapwaarborg vir die balans binne 14 (veertien) dae na die verkoopsdatum verskaf word.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en lê ter insae by die Balju, Presidentgebou, St Andrewstraat, Bloemfontein.

Geteken te Bloemfontein hierdie 6de dag van Februarie 1997.

Prokureur vir Eiser, p.a. Schoeman Maree Ing., Sesde Verdieping, Presidentgebou, St Andrewstraat, Bloemfontein, 9301. (Ref. Mnr W. J. J. Spangenberg.)

Saak No. 5055/95

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen WELKOM STADSRAAD, Eiser, en M. A. MOLEBELI, Verweerder

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 19 Augustus 1996, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 11 April 1997 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Erf 1733, geleë te en bekend as Zombastraat 63, Doorn, Welkom, gesoneer vir woondoeleindes, groot 937 vierkante meter, gehou kragtens Transportakte T8163/1993.

Verbeterings: 'n Woonhuis met gewone buitegeboue.

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 'n koers van 17,5% (sewentien komma vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, ingedien word.

Gedateer te Welkom op hierdie 11de dag van Februarie 1997.

F. J. Smit, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels- en Smithgebou, Heerenstraat 26–28, Welkom.

Saak No. 3740/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NEDCOR BANK BPK, Eiser, en SS LITABE, Verweerder

Ingevolge 'n vonnis van bogenoemde Agbare Hof op 16 April 1996, en lasbrief van eksekusie gedateer 15 April 1996, sal die volgende eiendom in eksekusie verkoop word op 26 Maart 1997 om 11:00, te de Landdroskantoor, Botshabelo, te wete:

Sekere Erf H201, geleë in die distrik Botshabelo, gehou kragtens Sertifikaat van Toekenning T2587/1987.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, van die Landdroshof te Botshabelo en/of by die ekseukusieskuldeiser se prokureur p.a Honey en Vennote, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein, gedurende kantoorure.

Geteken te Bloemfontein op hierdie 12de dag van Februarie 1997.

Prokureur vir Eiser, P.H. de Clerk, Honey en Vennote, Tweede Verdieping, Watervalsentrum, Aliwalstraat, Bloemfontein.

Saak No. 5193/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen NEDCOR BANK BEPERK, Eiser, en FREDERIK JACOBUS SMIT, Eerste Verweerder, en MARIA ELIZABETH SMIT, Tweede Verweerder

Ingevolge 'n vonnis gelewer op 25 November 1996, in Kroonstad, Landdroshof en n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 4 April 1997 om 09:00, voor die ingang van die Landdroskantoor te Murraystraat, Kroonstad, aan die hoogste bieër, met geen reserweprys:

Beskrywing: Erf 5161, Kroonstad, groot (1 384) vierkante meter, gehou kragtens Akte van Transport T16358/94.

Straatadres: Barnardstraat 49, Panorama, Kroonstad.

Die volgende inligting word aangegee, maar is nie gewaarborg nie.

Die eiendom bestaan uit teëldak met steenmure.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju, van die Landdroshof te Murraystraat 62, Kroonstad.

Gedateer te Kroonstad op hede die 10de dag van Februarie 1997.

B. C. van Rooyen, vir Grimbeek de Hart & Van Rooyen, Presidentstraat 42, Kroonstad, 9500 (Posbus 1282), Kroonstad, 9500. [Tel. (0562) 25197/24251.]

Saak No. 362/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTSHABELO GEHOU TE BOTSHABELO

In die saak tussen NEDCOR BANK BEPERK, Eiser, en MOKETE SAMUEL NTSOMOTHO, Eerste Verweerder en PUSELETSO MARIA NTSOMOTHO, Tweede Verweerder

Ingevolge uitspraak van die Landdros van Botshabelo en lasbrief tot geregtelike verkoping gedateer 9 Desember 1996, sal die ondervermelde eiendom op 26 Maart 1997 om 11:00, te hoofingang van die Landdroskantoor, Botshabelo aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere Erf H463, geleë in die dorp Botshabelo, distrik Thaba Nchu, groot 345 vierkante meter, gehou kragtens Grondbrief 234/1991, bestaande uit enkelverdiepingwoonhuis met drie slaapkamers, badkamer en drie ander vertrekke.

Die koper moet afslaersgelde, BTW, asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendom en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

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

G. B. A. Gerdener, vir McIntyre en Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45 (Posbus 540), Bloemfontein, 9300. [Tel. (051) 505-0200.] (Verw. G. B. A. Gerdener/lf GCT065.)

Saak No. 542/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTSHABELO GEHOU TE BOTSHABELO

In die saak tussen NEDCOR BANK BEPERK, Eiser, en SHAVHANI KENNETH TSHINAVHA, Verweerder

Ingevolge uitspraak van die Landdros van Botshabelo en lasbrief tot geregtelike verkoping gedateer 14 Januarie 1997, sal die ondervermelde eiendom op 26 Maart 1997 om 11:00, te hoofingang van die Landdroskantoor, Botshabelo aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere Perseel H1935, groot 781 vierkante meter, gehou kragtens Grondbrief 2351/1989.

Die koper moet afslaersgelde, BTW, asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendom en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

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

G. B. A. Gerdener, vir McIntyre en Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45 (Posbus 540), Bloemfontein, 9300. [Tel. (051) 505-0200.] (Verw. G. B. A. Gerdener/lf GCT083.)

Saak No. 363/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BOTSHABELO GEHOU TE BOTSHABELO

In die saak tussen NEDCOR BANK BEPERK, Eiser, en TLHORISO EPHRAIM MOTSITSI, Verweerder

Ingevolge uitspraak van die Landdros van Botshabelo en lasbrief tot geregtelike verkoping gedateer 9 Desember 1996, sal die ondervermelde eiendom op 26 Maart 1997 om 11:00, te hoofingang van die Landdroskantoor, Botshabelo aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere Perseel K1473, Botshabelo, groot 1 313 vierkante meter, gehou kragtens Grondbrief 2121/1987, gedateer 10 September 1987.

Die koper moet afslaersgelde, BTW, asook 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping van die eiendom en moet vir die balans van die koopprys binne veertien (14) dae na die datum van bekragtiging van die verkoping deur die Balju 'n goedgekeurde bank- of bouverenigingwaarborg lewer.

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

G. B. A. Gerdener, vir McIntyre en Van der Post, Eiser se Prokureur, Derde Verdieping, Permgebou, Maitlandstraat 45 (Posbus 540), Bloemfontein, 9300. [Tel. (051) 505-0200.] (Verw. G. B. A. Gerdener/lf GCM323.)

Saak No. 447/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen PERMANENT BANK, Eksekusieskuldeiser, en M. J. GCASAMBA, Eerste Eksekusieskuldenaar, en N. L. G. GCASAMBA, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis van die Landdros, Welkom, en 'n lasbrief vir eksekusie gedateer 29 Januarie 1997, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 4 April 1997 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Erf 23931, geleë te en bekend as 23931 Thabong, Welkom, gesoneer vir woondoeleindes, groot 243 (tweehonderd drie-en-veertig) vierkante meter, gehou kragtens Transportakte T20539/94.

Verbeterings: 'n Drieslaapkamerwoonhuis bestaande uit kombuis, sitkamer 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 20% (twintig persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 17de dag van Februarie 1997.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26–28, Welkom.

Saak No. 446/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen PERMANENT BANK, Eksekusieskuldeiser, en S. NAKELI, Eerste Eksekusieskuldenaar, en M. L. NAKELI, Tweede Eksekusieskuldenaar

Ingevolge 'n vonnis van die Landdros, Welkom, en 'n lasbrief vir eksekusie gedateer 29 Januarie 1997, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 4 April 1997 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Al die reg, titel en belang in die huurpag ten opsigte van Perseel 11930, geleë te en bekend as 11930 Thabong, Welkom, gesoneer vir woondoeleindes, groot 576 (vyfhonderd ses-en-sewentig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL421/89.

Verbeterings: 'n Tweeslaapkamerwoonhuis bestaande uit kombuis, sitkamer, eetkamer 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 20% (twintig persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Gedateer te Welkom op hierdie 17de dag van Februarie 1997.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smithgebou, Heerenstraat 26–28, Welkom.

Saak No. 4197/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KROONSTAD GEHOU TE KROONSTAD

In die saak tussen ABSA BANK, handeldrywende as UNITED BANK, Eiser, en mnr. M. J. MATSEPE, Verweerder

Ingevolge 'n vonnis gelewer op 3 Oktober 1996 in die Kroonstad Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 4 April 1997 om 09:00, te voor die hoofingang van die Landdroshof te Murraystraat, Kroonstad, deur Podium Afslaers, aan die persoon wat die hoogste aanbod maak, onderhewig aan die verkoopvoorwaardes, naamlik:

Beskrywing: Erf 7791, geleë in die dorp Seeisoville, distrik Kroonstad, groot 305 (driehonderd-en-vyf) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL 3046/877.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit 'n woonhuis met steenmure.

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 Muraystraat 62, Kroonstad.

Gedateer te Kroonstad op hierdie 13de dag van Februarie 1997.

E. A. Burke, vir Naude Thompson & Burke Ing., Reitzstraat 23 (Posbus 932), Kroonstad, 9499. [Tel. (0562) 2-3289.] (Verw. mnr. Burke/ct/Z04503).

Saak No. 1920/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen ABSA BANK BEPERK, Eiser, en IGNATIUS MICHAEL FOURIE, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Harrismith en 'n lasbrief van eksekusie gedateer 22 Januarie 1997, sal die volgende eiendom geregtelik verkoop word op 4 April 1997 om 10:00, voor die Landdroskantoor, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Erf 1471, geleë in die dorp en distrik Harrismith-uitbreiding 22, provinsie Vrystaat, groot 2 205 (tweeduisend tweehonderd-en-vyf) vierkante meter, gehou kragtens Transportakte T387/1994.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit 'n ingangsportaal, twee woonkamers, kombuis, vier slaapkamers, twee badkamers. Die buitegeboue is dubbelgarage, stoorkamer en bediendekamer.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 20ste dag van Februarie 1997.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Wardenstraat 49B (Posbus 22), Harrismith.

Saak No. 1868/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen NBS BANK BEPERK, Eiser, en ERIC BILLY MSIBI, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Harrismith en 'n lasbrief van eksekusie gedateer 27 Januarie 1997, sal die volgende eiendom geregtelik verkoop word op 4 April 1997 om 09:00, voor die Landdroskantoor, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Perseel 182 (Uitbreiding 2), 42nd Hill, distrik Harrismith, groot 286 (tweehonderd ses-en-tagtig) vierkante meter, soos gehou kragtens Sertifikaat van Geregistreerde Toekenning van Reg van Huurpag TL1163/1990.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis met twee slaapkamers, sitkamer, kombuis en badkamer.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 20ste dag van Februarie 1997.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Wardenstraat 49B (Posbus 22), Harrismith.

Saak No. 1553/96

IN DIE LANDDROSHOF VIR DIE DISTRIK HARRISMITH GEHOU TE HARRISMITH

In die saak tussen NBS BANK BEPERK, Eiser, en PETRUS HENDRIK FERREIRA, Verweerder

Ingevolge 'n vonnis van die Landdroshof van Harrismith en 'n lasbrief van eksekusie gedateer 14 November 1996, sal die volgende eiendom geregtelik verkoop word op 4 April 1997 om 09:00, voor die Landdroskantoor, Harrismith, by wyse van 'n openbare veiling aan die hoogste bieder naamlik:

Erf 719, geleë in die dorp en distrik Harrismith, provinsie Vrystaat, groot 1 450 (eenduisend vierhonderd-en-vyftig) vierkante meter, soos gehou kragtens Akte van Transport T13833/1995.

Verbeterings (geen waarborg daaromtrent word gegee nie): 'n Woonhuis bestaande uit ingangsportaal, TV-sitkamer/eetkamer, kombuis, opwas, vier slaapkamers, aantrekkamer, een en 'n half badkamer, stort, dubbelgarage, bediendekwartiere en buitetoilet.

Die verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Harrismith.

Gedateer te Harrismith op hede die 20ste dag van Februarie 1997.

J. A. Smith, vir Balden, Vogel & Vennote, Eiser se Prokureurs, Wardenstraat 49B (Posbus 22), Harrismith.

Case No. 16078/96

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

In the matter between ABSA BANK LIMITED (ALLIED), Plaintiff, and CANNETH THABO NGWENYAMA, First Defendant, and TASI CATHRINE NGWENYAMA, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 23 January 1997 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 18 April 1997 at 11:00, at the Magistrate's Court, Tulbach Street, Welkom, namely:

Certain Erf 11900, Thabong, District of Welkom, measuring 330 (three hundred and thirty) square metres, held by the Defendants by virtue of Certificate of Registered Grant of Leasehold TL318/1988, known as 11900 Thabong, District of Welkom.

Improvements: Residential property with lounge, dining-room, kitchen, three bedrooms and bathroom with toilet. *Outbuildings:* None (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per centum) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the 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 22nd day of February 1997.

M. C. Louw, for Neumann Van Rooyen Inc., Attorney for Plaintiff, Heeren II Building, Heeren Street, Welkom, 9460. (Ref. Mr M. C. Louw/LVR/AL1129.)

Case No. 12670/96

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

In the matter between ABSA BANK LIMITED (ALLIED), Plaintiff, and PULE DANIEL LOUW, 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 18 April 1997 at 11:00, at the Magistrate's Court, Tulbach Street, Welkom, namely:

Certain Erf 6241, situated in the Township of Thabong, District of Welkom, measuring 248 (two hundred and forty-eight) square metres, held by the Defendant by virtue of Certificate of Registered Grant of Leasehold TL308/1990, known as 6241 Thabong, District of Welkom.

Improvements: Residential property with lounge, kitchen, three bedrooms and bathroom with toilet. *Outbuilding:* None (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per centum) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the 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 25th day of February 1997.

M. C. Louw, for Neumann Van Rooyen Inc., Attorney for Plaintiff, Heeren II Building, Heeren Street, Welkom, 9460. (Ref. Mr M. C. Louw/LVR/AL1077.)

Saak No. 10464/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

In die saak tussen REGSPERSOON VAN DIE OLIENHOUT WOONSTELSKEMA, Eksekusieskuldeiser, en L. H. PRETORIUS, Eksekusieskuldenaar

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 12 September 1996, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op Vrydag, 4 April 1997 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

(a) Eenheid 6 soos aangetoon en volledig beskryf in Deelplan SS21/1984 in die gebou of geboue bekend as Olienhout Woonstelskema, synde 'n woonstel gesoneer vir woondoeleindes alleenlik geleë te Erf 7159, Welkom, groot 100 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST888/1987.

(b) 'n Onverdeelde aandeel in die gemeenskaplike eiendom van die grond en gebou of geboue, soos aangetoon en volledig omskryf in die genoemde deelplan, toegewys aan die genoemde deel ooreenkomstig die deelnemingskwota van die genoemde deel, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST888/1987.

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 15,5% (vyftien komma vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word onmiddellik voor die verkoping kan gedurende kantoorure by die kantoor van die Balju, Welkom nagesien word.

Gedateer te Welkom op hierdie 18de dag van Februarie 1997.

F. J. Smit, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels & Smith Gebou, Heerenstraat 26–28, Welkom.

Saak No. 17075/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en mnr. KHOTSO PIENAAR LEPOQO, Eerste Verweerder, en mev. QAWEKASE CHARLOTTE LEPOQO, Tweede Verweerder

Ingevolge 'n vonnis gedateer 7 Oktober 1996 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 4 April 1997 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 16786, geleë in die dorp Mangaung, distrik Bloemfontein, provinsie Vrystaat, beter bekend as Mokepelastraat 16786, Mangaung, Bloemfontein, groot 252 vierkante meter, gehou kragtens Transportakte T13202/1995, Mokepelastraat 16786, Mangaung, Bloemfontein.

Verbeterings: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer en toilet.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 19,25% (negentien komma twee vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 20ste dag van Februarie 1997.

J. H. Conradie, p.a. Rossouws, Prokureur van Eksekusieskuldeiser, Vyfde Verdieping, L.T. Trust-gebou, Elizabethstraat 7 (Posbus 7595), Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak No. 12923/95

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en mnr. STANLEY NHOLE, Verweerder

Ingevolge 'n vonnis gedateer 4 Julie 1995 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 4 April 1997 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 30756 (uitbreiding 4) geleë in die dorp Mangaung, distrik Bloemfontein beter bekend as Nyokongstraat 3547, Bochabela, Bloemfontein, groot 358 vierkante meter, gehou kragtens Transportakte T15903/1994, Nyokongstraat 3547, Bochabela, Bloemfontein.

Verbeterings: Woonhuis bestaande uit sitkamer, kombuis, vier slaapkamers, badkamer, toilet, motorhuis, motorafdak, twee stoorkamers en bediende toilet.

Voorwaardes van verkoping:

1. Die verkoping sal onderhewig wees aan die goedkeuring van die Eksekusieskuldeiser binne 14 dae na die verkoping en verder onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal as volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling. Die onbetaalde balans tesame met rente op die koopsom bereken teen 'n koers van 17,25% (sewentien komma twee vyf persent) per jaar vanaf datum van die verkoping tot datum van registrasie van transport, sal binne 14 dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bouverenigingwaarborg.

3. Die volledige verkoopvoorwaardes wat deur die Balju of afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju ingesien word.

Gedateer te Bloemfontein hierdie 20ste dag van Februarie 1997.

J. H. Conradie, p.a. Rossouws, Prokureur van Eksekusieskuldeiser, Vyfde Verdieping, L.T. Trust-gebou, Elizabethstraat 7 (Posbus 7595), Bloemfontein, 9300. [Tel. (051) 30-5870.]

Saak No. 81/96

IN DIE LANDDROSHOF VIR DIE DISTRIK LINDLEY GEHOU TE LINDLEY

In die saak tussen TELKOM SA BPK., Eiser, en mnr. P. Q. DLAMINI, Verweerder

Ter uitvoering van 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie, sal 'n verkoping van die volgende eiendom van die bogenoemde Verweerder te die Landdroskantoor, Lindley, gehou word op Vrydag, 21 Maart 1997 om 10:00, naamlik:

Sekere woonhuis geleë te Perseel 536, Malefanestraat, Nth, Lindley.

Terme: Die koper sal 10% (tien persent) van die koopprys in kontant onmiddellik na die verkoping aan die Balju betaal, en die balans deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae na die verkoping van die eiendom.

Die eiendom sal aan die hoogste bieder verkoop word onderhewig aan die bepalings van artikel 66 van die Wet op Landdroshowe soos gewysig en die regte van Preferenteskuldeisers, sonder reserwe en die volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju, Lindley en die kantoor van die Landdros, Lindley, gedurende kantoorure.

Gedateer die 17de dag van Februarie 1997.

Du Plessis Bosch & Meyerowitz Ing., Posbus 563, Naudestraat 24, Bethlehem, 9700.

Saak No. 5267/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen mnr. S. L. DE BRUIN, handeldrywende as COMPREHENSIVE FINANCIAL SERVICE CC, Vonnisskuldeiser, en mnr. B. A. VAN WYK, Vonnisskuldenaar

Ingevolge 'n vonnis gelewer op 15 November 1996, in die Bethlehem-landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 11 April 1997 om 12:00, voor die hoofingang van die Landdroshof, Landdroskantoor, Hoogstraat, Bethlehem, deur die Balju, aan die persoon wat die hoogste aanbod maak, naamlik:

Beskrywing: Erf 1232, Bethlehem-Uitbreiding 11, groot eenduisend driehonderd drie-en-tagtig (1 383) vierkante meter, gehou kragtens Akte van Transport 15581/1980.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis met buitegeboue.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Posbus 1123, Bethlehem, 9700.

Gedateer te Bethlehem op hede die 18de dag van Februarie 1997.

Daniel Engelbrecht Botha, vir Breytenbach, Van der Merwe & Botha Ing., Prokureur vir Eiser, President Boshoffstraat 29A (Posbus 693), Bethlehem, 9700. [Tel. (058) 303-5241.] (Verw. N. Botha/gdp NC1466.)

Saak No. 7741/97

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen NEDCOR BANK BEPERK, Eiser, en mnr. HERLIUS BASSON, Eksekusieskuldenaar

Ter uitvoering van ons vonnis van bogenoemde Agbare Hof en die lasbrief tot eksekusie, sal 'n verkoping van die volgende eiendom van die bogemelde Verweerder by die Landdroskantoor, distrik Bethlehem, gehou word op 18 April 1997 om 12:00, naamlik:

Sekere Erf 1839, geleë in die dorp en distrik Bethlehem, groot 1 636 vierkante meter, en gehou kragtens Transportakte T6174/1993.

Terme: Die koper sal 10% (tien persent) van die koopprys in kontant onmiddellik na die verkoping aan die Balju betaal en die balans deur 'n bank- of bouverenigingwaarborg binne 14 dae na verkoping van die eiendom betaal. Die eiendom sal aan die hoogste bieder verkoop word en onderhewig aan die bepalings van artikel 66 van die Landdroshofwet, soos gewysig. Die regte preferente skuldeisers sonder reserwes met volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju te Bethlehem in die kantoor van die Landdros, Bethlehem, gedurende kantoorure.

Aldus gedoen en geteken te Bethlehem op hede die 24ste dag van Februarie 1997.

Ludwig Diener, Prokureurs vir Eiser, Derde Verdieping, S.A. Permgebou, President Boshoffstraat 17 (Posbus 540), Bethlehem, 9700.

Case No. 8755/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

In the matter between ABSA BANK LIMITED (ALLIED), Plaintiff, and FRANCES TOMMY SEEKOEI, First Defendant, and ANNA SUSANNA SEEKOEI, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 26 September 1996 and a warrant of execution, the following property will be sold in execution without reserve, subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 18 April 1997 at 11:00, at the Magistrate's Court, Tulbach Street, Welkom, namely:

Certain Erf 3672 (Extension 3), situated in the City of Welkom, District of Welkom, in the Province of Free State, measuring 833 (eight hundred and thirty-three) square metres, held by the Defendants by virtue of Deed of Transfer T8786/1995, known as 57 Oberon Street, Bedelia, Welkom.

Improvements: Residential property with lounge, dining-room, kitchen, two bedrooms and bathroom with toilet. *Outbuildings:* Garage (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per cent) on the day of the sale, and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's 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 25th day of February 1997.

M. C. Louw, for Neumann Van Rooyen Inc., Attorney for Plaintiff, Heeren II Building, Heeren Street, Welkom, 9460. (Ref. Mr M. C. Louw/LVR/AL952.)

Saak No. 3775/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen NEDCOR BANK BEPERK, Eiser, en MOTHIBI ZAKARIA BOLIBE, Eksekusieskuldenaar

Ter uitvoering van ons vonnis van bogenoemde Agbare Hof en die lasbrief tot eksekusie, sal 'n verkoping van die volgende eiendom van die bogemelde Verweerders by die Landdroskantoor, distrik Bethlehem, gehou word op 4 April 1997 om 09:00, naamlik:

Sekere Erf 466 N, geleë in die dorp en distrik Phuthaditjhaba, groot 280 (tweehonderd-en-tagtig) vierkante meter en gehou kragtens Transportakte T477/94.

Terme: Die koper sal 10% (tien persent) van die koopprys in kontant onmiddellik na die verkoping aan die Balju betaal en die balans deur 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae na verkoping van die eiendom betaal. Die eiendom sal aan die hoogste bieder verkoop word en onderhewig aan die bepalings van artikel 66 van die Landdroshowewet, soos gewysig. Die regte preferente skuldeisers sonder reserwes met volledige verkoopvoorwaardes lê ter insae by die kantoor van die Balju te Bethlehem in die kantoor van die Landdros, Bethlehem, gedurende kantoorure.

Aldus gedoen en geteken te Bethlehem op hede die 24ste dag van Februarie 1997.

Ludwig Diener, Prokureurs vir Eiser, Derde Verdieping, SA Permgebou, Pres. Boshoffstraat 17 (Posbus 540), Bethlehem, 9700.

Case No. 11399/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

In the matter between ABSA BANK LIMITED (ALLIED), Plaintiff, and MNCEDI STANLEY SOMHLAHLO, First Defendant, and NONYAMEKO SOMHLAHLO, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 26 September 1996, and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 18 April 1997 at 11:00, at the Magistrate's Court, Tulbach Street, Welkom, namely:

Certain Erf 11767, Thabong, District of Welkom, measuring 487 (four hundred and eighty-seven) square metres, held by the Defendants by virtue of Certificate of Registered Right of Leasehold TL2657/1988, known as 11767 Thabong, District of Welkom.

Improvements: Residential property with lounge, dining-room, kitchen, three bedrooms and bathroom with toilet. *Outbuildings:* None (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per centum) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 (fourteen) 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 of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the 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 25th day of February 1997.

M. C. Louw, for Neumann van Rooyen Inc., Attorney for Plaintiff, Heeren II Building, Heeren Street, Welkom, 9460. (Ref. Mr M. C. Louw/LVR/AL990.)

Case No. 13412/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

In the matter between ABSA BANK LIMITED (UNITED), Plaintiff, and PETROS MATHIKITHI MAMBA, First Defendant, and NONYEMBEZI ELIZABETH MAMBA, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 17 December 1992 and a warrant of execution, the following property will be sold in execution, without reserve, subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944, as amended, to the highest bidder on 18 April 1997 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 10068, Thabong, District of Welkom, measuring 300 (three hundred) square metres, held by the Defendants by virtue of Certificate of Registered Grant of Leasehold TL1238/1986, known as 10068 Thabong, District of Welkom.

Improvements: Residential property with lounge, kitchen, three bedrooms, bathroom and toilet. *Outbuildings:* Double garage (none of which are guaranteed).

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per centum) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank of building society guarantee within 14 (fourteen) 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 of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancer's on request, the fees of the messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the 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.

Date at Welkom this 24th day of February 1997.

M. C. Louw, for Neumann van Rooyen Inc., Attorney for Plaintiff, Heeren II Building, Heeren Street, Welkom, 9459. (Ref. Mr M. C. Louw/LVR/UN9.)

Case No. 9051/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT WELKOM HELD AT WELKOM

In the matter between ABSA BANK LIMITED (ALLIED), Plaintiff, and KHOTSO EDWIN QHALA, First Defendant, and ADULELENG GERTRUDE QHALA, Second Defendant

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 5 July 1995 and a warrant of execution, the following property will be sold in execution, without reserve subject to the provisions of section 66 (2) of the Magistrates' Courts Act, 1944 as amended, to the highest bidder on 18 April 1997 at 11:00, at the Magistrate's Court, Tulbach Street, Welkom, namely:

Certain Erf 12651, Thabong, District of Welkom, measuring 264 (two hundred and sixty-four) square metres, held by the defendant by virtue of Certificate of Registered Grant of Leasehold TL848/1989, known as 12651 Thabong, District of Welkom.

Improvements: Residential property with lounge, kitchen, three bedrooms, bathroom with toilet. *Outbuildings:* None. (none of which are guaranteed)

Terms:

1. The purchase price is payable as follows:

1.1 10% (ten per centum) thereof on the date of 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 sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of the 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 V.A.T. 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 24th day of February 1997.

M. C. Louw, for Neumann Van Rooyen Inc., Attorney for Plaintiff, Heeren II Building, Heeren Street, Welkom, 9460. (Ref. Mr M. C. Louw/LVR/AL649.)

PUBLIC AUCTIONS, SALES AND TENDERS
OPENBARE VEILINGS, VERKOPE EN TENDERS

TRANSVAAL

VAN'S AFSLAERS

VEILING: EIENDOM

In opdrag van die Likwidateur van **Rietvley Boerdery (Edms.) Bpk.,** in likwidasie, T66/97 verkoop Van's Afslaers ondervermelde boedelbate, as 'n lopende saak, onderhewig aan bekragtiging, per openbare veiling op 13 Maart 1997 om 11:00 te Gedeelte 19, Rietvly 287, Alma, Potgietersrus distrik.

Beskrywing: Restant van Gedeelte 19 en Gedeeltes 21 van die plaas Rietvly 287, Reg. Afd. KQ, groot 221,96 en 350,7902 ha onderskeidelik.

Verbeterings: Twee rondawels, skuur, krale ens.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: (012) 335-2974.

VENDITOR AFSLAERS

VEILING: EIENDOM

In opdrag van die Kurator van insolvente boedel **Anton Hayward Venter Inc.,** T218/97 verkoop Venditor Afslaers, ondervermelde boedelbate, onderhewig aan bekragtiging, per openbare veiling op 14 Maart 1997 om 11:00, Casa Vista 13, Bergbron.

Beskrywing: Gedeelte 13, Erf 514, hoek van Gordonweg en Bergbron Rylaan, Bergbrong, groot 400 m^2.

Verbeterings: Drie slaapkamerwoning en dubbelparkering.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: (012) 331-2199, Sel. 082 558 9403.

LIBRA AFSLAERS & EIENDOMSAGENTE BK, HANDELDRYWENDE AS LIBRA AFSLAERS/EIENDOMSAGENTE

(Reg. No. CK96/06701/23)

BESTORWE BOEDEL: **C. ANDERSON,** EVELYNLAAN 22, BORDEAUX, RANDBURG

Behoorlik gelas deur die Eksekuteur, sal ons die ondergenoemde eiendom per openbare veiling (onderhewig aan bekragtiging), op die perseel, te koop aanbied:

Erf 253, Bordeaux, Randburg, groot 967 vierkante meter, geleë te Evelynstraat 22, Bordeaux, Randburg, op Woensdag, 12 Maart 1997 om 12:00.

Steenkonstruksie-woonuis onder teëldak met volgende verbeterings: Ingangsportaal, sitkamer, eetkamer, familiekamer met dubbel houtdeure na swembad, studeerkamer, drie slaapkamers, twee badkamers, kombuis, twee buitekamers met stort en toilet, enkel motorhuis en groot swembad.

Verkorte verkoopvoorwaardes: 10% (tien persent) deposito in kontant of tjek met die toeslaan van die bod. Waarborge vir balans binne 30 dae na bevestiging. Verkoping onderhewig aan 7 (sewe) dae bekragtiging deur Eksekuteur, geleë in 'n goeie woonbuurt naby alle geriewe.

Verdere navrae: Wright Bezuidenhout Afslaers BK, handeldrywende as Libra Afslaers, Tel. (011) 763-6267, Giel Bezuidenhout/Anita Nieuwoudt.

PROPERTY MART SALES

Duly instrcuted by the Provisional Trustee in the insolvent estate, **H. Leonard,** Masters' Reference T2509/96, we shall sell being Erf 3758, Weltevreden Park Extension 45, Roodepoort and 1 094 square metres in extent situated at 1033 Fire Thorn Avenue.

This is a double storey impressive home of plastered brick under tile.

Sale takes place on the spot on Thursday, 13 March at 11:00.

Terms: 10% (ten per cent) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. Tel. (011) 728-1283, Fax (011) 728-5215 a/h (011) 462-3731, Mr A. W. Hartard.

LEO AUCTIONEERS (PTY) LTD

(Reg. No. 87/03427/07)

LIQUIDATION SALE OF 5 974 M² RESIDENTIAL TWO STAND LAURIE ROAD, ILLIONDALE, EDENVALE ON FRIDAY, 14 MARCH 1997 AT 10:30 ON THE SPOT

Portion 8, Erf 633 in the Township Illiondale, Registration Division IR, Gauteng, consisting of 5 974 m² Development land, zoned Residential 2. Subdivision in 15 individual stands approved in principal. Currently subdivided in eight individual units.

Auctioneer's note: Part of most sought after development land in fast developing area.

Duly instructed by the Liquidator of Hawkeye Development CC, in liquidation, Master's Reference T2393/96.

Conditions of sale: 20% (twenty per cent) deposit in cash or bank-guaranteed cheque at the drop of the hammer. Guarantees for the balance within 30 days of confirmation by the Liquidator.

Viewing: At the address.

Information: For further information phone Piet Human at our offices (012) 341-1314.

VAN'S AFSLAERS

VEILING: EIENDOM

In opdrag van die Kurator van **J. A. Kruger,** T1067/96, verkoop Van's Afslaers ondervermelde boedelbate, as 'n lopende saak, onderhewig aan bekragtiging, per openbare veiling op 14 Maart 1997 om 11:00 te Bekendvlei-winkel, Tuinplaas, Waterberg distrik.

Beskrywing: Gedeeltes 9 van die plaas Bekend Valley 619, groot 1,6641 ha.

Verbeterings: Woonhuis en winkel.

Betaling: 10% (tien persent) deposito plus kommissie. Balans binne 30 dae.

Inligting: (012) 335-2974.

J G W AFSLAERS

(CK96/20163/23)

In opdrag van die Kurator van insolvente boedel **K. R. D. Melton,** Meestersverwysing T2160/96 word die hiernagenoemde onroerende eiendomme, per openbare veiling aangebied vir verkoping:

Eerste eiendom:

Plek van veiling: Plot 146, Kafferskraal, Klerksdorp.

Datum van veiling: 19 Maart 1997.

Tyd van veiling: 10:00.

Eiendom: Gedeelte 146 (gedeelte van Gedeelte 104) van die plaas Kafferskraal 400, Registrasieafdeling IP, provinsie Noordwes, groot 11,7933 (elf komma sewe nege drie drie) hektaar, gehou kragtens Akte van Transport T99525/94, bekend as Plot 146, Kafferskraal, Klerksdorp.

Algemene opmerkings: Vier toegeruste boorgate met sterk water. Sindakwoonhuis met sitkamer, eetkamer, leefkamer, vyf slaapkamers, studeerkamer en twee en 'n halwe badkamers met toegeruste kombuis. Volwaardige gastehuis met sitkamer, eetkamer, kombuis, badkamer en volvloermatte. Twee toegeboude store.

Afslaersnota: Netjiese kleinhoewe, net buite woonbuurt geleë.

Tweede eiendom:

Plek van veiling: De Klerkstraat 18, Stilfontein.

Datum van veiling: 19 Maart 1997.

Tyd van veiling: 12:00.

Eiendom:

Erf 1702, geleë in die dorp Stilfontein-uitbreiding 3, Registrasieafdeling IP, provinsie Noordwes, groot 800 (agt nil nil) vierkante meter, gehou kragtens Akte van Transport T50421/94, , bekend as De Klerkstraat 18, Stilfontein.

Algemene opmerkings: Sinkdakwoning bestaande uit sitkamer, eetkamer gekombineerd, kombuis, drie slaapkamers, badkamer en aparte toilet. Enkelmotorhuis met bediendekamer. Gevestigde, maar verwaarloosde tuin.

Afslaersnota: Oulike huis vir die beginner.

Verkoopvoorwaardes: 20% (twintig) persent deposito van die koopsom betaalbaar onmiddellik op die veiling en die balans by bekragtiging van die verkoop. Balans van die koopsom verseker te word deur middel van 'n bank- of bougenootskapwaarborg binne 30 (dertig) dae na die datum van veiling. Bankrente gereken te word op die balans van koopsom teen huidige bankgenootskapsrentekoerse op eerste verbande.

Vir enige navrae kontak: Warrick Heppell, (018) 462-2711.

Die volledige voorwaardes van verkoping is beskikbaar by J. G. W. Afslaers, Andersonstraat 21, Klerksdorp. Tel. (018) 462-2711. Slegs kontant of bankgewaarborgde tjek.

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **L. M. Kok,** T171/97, sal ons die bates verkoop op 19 Maart 1997 om 10:00 te Steenboklaan 10 en om 11:00 te Plot 145, Wilgeboom, Potchefstroom:

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123 (Posbus 208), Potchefstroom.

UBIQUE AFSLAERS

In opdrag van die Kurator in die insolvente boedel **J. A. Badenhorst,** T3900/94, sal ons die bates verkoop op 18 Maart 1997 om 10:00 te die Landdroskantoor, Coligny:

Terme: Kontant of bankgewaarborgde tjeks.

Telefoon: (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123 (Posbus 208), Potchefstroom.

PROPERTY MART SALES

Duly instructed by the Trustee in the insolvent estate **P. R. Snyman,** Master's Reference T36/97, we shall sell subject to seven days confirmation: Holding 23, Alsef Agricultural Holdings measuring 4,2582 hectare and situaed at 23 Bothma Street.

Sale takes place on the spot on Friday, 14 March at 12:30.

Terms: 15% (fifteen per cent) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. Tel. (011) 728-1283, Fax (011) 728-5215 a/h (011) 793-6164, Mr C. Mostert.

PROPERTY MART SALES

Duly instructed by the Trustee in the insolvent estate **P. J. en S. G. Grobler,** Master's Reference T3332/96, we shall sell the following property subject to 14 days confirmation.

Certain Erf 143, Village Main Extension 2, measuring 1 630 square metres and situated at 81 Rosettenville Road.

Sale takes place on the spot on Thursday, 13 March at 12:00.

Terms: 10% (ten per cent) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of confirmation by bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. Tel. (011) 728-1283, Fax (011) 728-5215 a/h (012) 664-4415 Mrs C. De Vrye.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: **I. JAACOBI**

MASTER'S REFERENCE T3713/96

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, on site at 46 Fifth Road, Kew, Johannesburg District, Gauteng, on Tuesday, 11 March 1997, commencing at 10:30, a residential dwelling.

For further particulars and viewing contact the Auctioneer, Park Village Auctions, Tel. (011) 789-4375, Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: **K. KRUGER**

INSOLVENT ESTATE: **C. F. OBERHOLZER**

MASTER'S REFERENCE T2798/96

Duly instructed by these Estate's Trustee, we will offer for sale by way of public auction, on site at 93 Drakensburg Street, Sonland Park, Vereeniging District, Gauteng, on Wednesday, 12 March 1997, commencing at 10:30, a residential dwelling.

For further particulars and viewing contact the Auctioneer, Park Village Auctions, Tel. (011) 789-4375, Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: **I. G. VENTER**

MASTER'S REFERENCE T18/97

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, on site at 40 North Avenue, Linden Extension, Randburg District, Gauteng, on Friday, 14 March 1997, commencing at 10:30, a residential dwelling.

For further particulars and viewing contact the Auctioneer, Park Village Auctions, Tel. (011) 789-4375, Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS

INSOLVENT ESTATE: **T. VAN DYK**

MASTER'S REFERENCE T3732/96

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, on site at 6 Geelhout Street, Elspark Extension 2, Germiston District, Gauteng, on Thursday, 13 March 1997, commencing at 10:30, a residential dwelling.

For further particulars and viewing contact the Auctioneer, Park Village Auctions, Tel. (011) 789-4375, Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS

1 CHANTILLY FOURWAYS CC, IN LIQUIDATION, MASTER'S REFERENCE T2740/96

11 CHANTILLY FOURWAYS CC, IN LIQUIDATION, MASTER'S REFERENCE T2828/96

29 CHANTILLY FOURWAYS CC, IN LIQUIDATION, MASTER'S REFERENCE T2634/96

Duly instructed by the Liquidator in each of the above-mentioned estates, we will offer for sale by way of public auction, on site at Units 1, 11 and 29 Chantilly, Willow Road, Witkoppen Extension 28 (Fourways), Randburg District, Gauteng Province, on Tuesday, 11 March 1997, commencing at 10:30, three separate sectional title town-houses.

For further particulars and viewing contact the Auctioneer, Park Village Auctions, Tel. (011) 789-4375, Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS

2 LONEHILL TERRACE CC, IN LIQUIDATION, MASTER'S REFERENCE T2827/96

Duly instructed by the Liquidator in the above-mentioned estate, we will offer for sale by way of public auction, on site at Unit 2, Lonehill Terrace, corner of Dulcie Close and Burrows Roads, Lonehill Extension 12, Sandton District, Gauteng Province, on Tuesday, 11 March 1997, commencing at 12:00, a sectional title town-house.

For further particulars and viewing contact the Auctioneer, Park Village Auctions, Tel. (011) 789-4375, Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS

21 MANHATTAN PAULSHOF CC, IN LIQUIDATION, MASTER'S REFERENCE T2830/96

Duly instructed by the Liquidator in the above-mentioned estate, we will offer for sale by way of public auction, on site at Unit 21, Manhattan Place, Umkomaas Street East, Paulshof, Sandton District, Gauteng Province, on Tuesday, 11 March 1997, commencing at 13:00, a sectional title town-house.

For further particulars and viewing contact the Auctioneer, Park Village Auctions, Tel. (011) 789-4375, Telefax (011) 789-4369.

PARK VILLAGE AUCTIONS

JOINT INSOLVENT ESTATE: **L. C. AND C. GOOSEN,** MASTER'S REFERENCE T2893/96

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, on site at Flat 508, Lindrene Centre, 36 West Street, Kempton Park District, Gauteng, on Monday, 10 March 1997, commencing at 10:30, a bachelor flat.

For further particulars and viewing contact the Auctioneer, Park Village Auctions, Tel. (011) 789-4375, Telefax (011) 789-4369.

ADENDORFF AUCTIONEERS (PTY) LTD

TEREX BULLDOZER, TEREX F.E.L., MACHER DRESSER TSOOL ROAD GRADER, BEDFORD WATER TRUCK, BEDFORD DROPSIDE TRUCK, SPRITE CARAVAN, ISUZU LDV, WHEELBARROWS, ETC. AT HONEYDEW, GAUTENG, WEDNESDAY, 12 MARCH 1997 AT 10:00

Instructed thereto by the Liquidators in the insolvent estate **Classic Civil Surfaces (Pty) Ltd,** in liquidation, we will sell by public auction at Plot 106, Sandspruit, corner of Boundary and Auriole Roads, Honeydew, on Wednesday, 12 March 1997 at 10:00, the following:

Viewing: Day prior to auction from 08:30 to 16:30 at Plot 106, Sandspruit, corner of Boundary and Auriole Roads, Honeydew.

For further particulars contact the Auctioneers, Adendorff Auctioneers (Pty) Ltd, 152 Rosettenville Road, Springfield Johannesburg. Tel. (011) 683-8360/1/2/3, Fax (011) 683-8114.

INTERNATIONAL AUCTIONEERS

A.S.A. PAVING (PTY) LTD, IN LIQUIDATION, MASTER'S REFERENCE R1169/93

Duly instructed by the Liquidator, we will sell the following properties on the fall of the hammer.

Vacant Erf 270, 33, 32 Riversdale, Meyerton, situated in Jan Neethling Road and Jakaranda Street. Sale takes place on Wednesday, 12 March 1997 at 10:00, at 1 Roberts Avenue, Kensington, Johannesburg.

View: Anytime.

VAN VUUREN AFSLAERS

INSOLVENTE BOEDELVEILING VAN 'N SONNIGE EEN-EN-'N-HALFSLAAPKAMERSIMPLEKS IN ELDORAIGNE, CENTURION

In opdrag van die Kurator in die insolvente boedel **W. I. Vinnicombe,** Meestersverwysing T1403/96, verkoop ons die ondergemelde eiendom per openbare veiling op Woensdag, 19 Maart 1997 om 11:00.

Plek van veiling: Stelwey 13, Cradocklaan 18, Eldoraigne, Centurion.

Beskrywing van eiendom: Eenheid 13 van die skema SS Stelwey 66, beter bekend as Stelwey 13, Cradocklaan 18, Eldoraigne, Centurion, groot 78 m^2.

Verbeterings: Hierdie simpleks bestaan uit een en 'n half slaapkamer, badkamer, kombuis, sit/eetkamer, onderdakparkering en swembad in kompleks.

Terme: 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en balans binne 30 dae.

Besigtiging en navrae: Skakel die afslaer.

Van Vuuren Afslaers, Tel. (012) 344-4280 k/u of (012) 329-3192 n/u.

PROPERTY MART SALES

LIQUIDATION SALE PRIME INCOME PROPERTY LOVEDAY STREET, SOUTH, SELBY, JOHANNESBURG

TOTALLY WITHOUT RESERVE!

Duly instructed by the Liquidator of **Stand 160, Selby (Pty) Ltd,** Master's Reference T3328/96, we shall sell:

22-28 Loveday, South, Selby, Johannesburg, being Erven 160, 162, 164 Totalling 9 545 square metres in extent plus Portion 3 of Erf 175 and 2 341 square metres in extent, all Selby Johannesburg configuration.

This is a multi tenanted improved property investment, all tenants having leases of substance 7 491 square metres yielding R58 997 monhtly are let whilst 1 800 square metres are vacant E. and O.E.

For full income and expenditure statement as well as lease documentation please phone the auctioneer.

Sale takes place street entrance service access, 28 Loveday Street, South, on Wednesday, 12 March at 11:00.

Terms: 10% (ten per cent) deposit at the drop of the hammer in cash or bank cheque. Balance within 30 days of date of sale by a bank or building society guarantee.

Auctioneers: Property Mart (Est. 1963), First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove, 2192; P.O. Box 46058, Orange Grove, 2119. Tel. (011) 728-1283, Fax (011) 728-5215 a/h (011) 462-3731 Mr Hartard.

BERNARDI AUCTIONEERS

Instructed by the Trustee in the matter **Kalax (Pty) Ltd,** in liquidation, T86/97, we will sell by public auction. Stationery.

To be sold on site: 1271 Church Street East, Hatfield, Pretoria, on Wednesday, 12 March at 11:00.

Enquiries: Carl (0824451128.)

Bernardi Auctioneers, Tel. (012) 43-6914/5.

BERNARDI AUCTIONEERS

Instructed by the Trustee in the matter **L K Botha CC,** trading as Angvic Road Pharmacy, in liquidation, T2919/96, we will sell by public auction: Shop fittings, computer equipment and delivery motorcyle.

To be sold on site: 1271 Church Street East, Hatfield, Pretoria, on Wednesday, 12 March at 11:00.

Enquiries: Carl (0824451128.)

Bernardi Auctioneers, Tel. (012) 43-6914/5.

BERNARDI AUCTIONEERS

Instructed by the Trustee in the insolvent estate **A. A. Fabriciani,** T307/97, we will sell by public auction stationery.

To be sold on site: 1271 Church Street East, Hatfield, Pretoria, on Wednesday, 12 March at 11:00.

Enquiries: Carl (0824451128.)

Bernardi Auctioneers, Tel. (012) 43-6914/5.

CAPE • KAAP

PLASE TE KOOP

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, Tarkastad op 26 Maart 1997 om 10:00 voor die Landdroskantoor te Tarkastad die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Gedeelte 2 (gedeelte van Gedeelte 1) van die plaas VAAL VALLEI NR 37 in die Afdeling Tarka, Oos-Kaapprovinsie

GROOT 171,3064 hektaar

(2) Gedeelte 3 (VALE END) van die plaas BOSCHJES HOEK NR 36 in die Afdeling Tarka, Oos-Kaapprovinsie

GROOT 171,5320 hektaar

(3) Gedeelte 6 (VALE END EXTENSION) (gedeelte van Gedeelte 2) van die plaas LEEUW FONTEIN NR 45 in die Afdeling, Tarka, Oos-Kaapprovinsie

GROOT 226,7368 hektaar

(4) Restant van Gedeelte 2 (gedeelte van Gedeelte 1) van die plaas LEEUW FONTEIN NR 45 in die Afdeling Tarka, Oos-Kaapprovinsie

GROOT 428,2660 hektaar

Eiendomme (1) tot (4) blykens Akte van Transport T22281/1964

in die naam van CHARL FRANCOIS MARAIS

Ligging van hierdie eiendomme:

Eiendomme (1) tot (4) 47 km noordnoordwes van Tarkastad

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:-

Eiendomme (1) tot (4) Woonhuis, motorhuis, skeerskuur, buitekamer, 4 arbeidershutte en arbeidershuis. Veekerend omhein en verdeel in kampe. 4 Boorgate, 2 sementdamme, 14 suipkrippe en fonteine.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendomme uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendomme soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoopooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendomme word voetstoots verkoop soos dit staan, onderworpe aan alle serwitute en voorwaardes in die titelakte(s) vermeld.

By toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:-

(a) Minstens een-tiende van die koopprys

(b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar) Waar eiendomme aan meer as een koper verkoop word is die totale kommissie vir al die kopers saam onderworpe aan hierdie maksimum op 'n pro rata-basis.

(c) Alle koste in verband met die verkoping wat insluit advertensiekoste.

(d) BTW indien van toepassing, dit is 14% op die volle koopprys;

Die saldo van die koopsom, plus 17% rente daarop vanaf die datum van die verkoping tot datum van betaling, is binne 3 maande na die datum van die verkoping aan die Landbank betaalbaar. Die koper is ook aanspreeklik vir die betaling van alle gelde, heffings, belastings en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendomme word verkoop vry van enige huurooreenkomste, bewoningsregte, koopooreenkomste en/of vruggebruik.

Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

VERWYSINGSNOMMER: DCAZ 01211 01G 07G 08G 09G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 25 Februarie 1997.

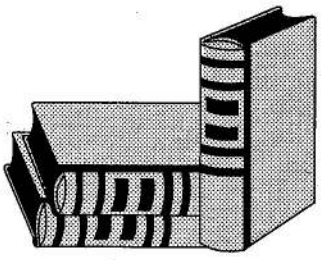
NATAL

DALES BROS. PROPERTY AUCTIONS

Duly instructed by the Trustee of the insolvent estate Paul Molnar, N472/96, auction sale to be held Thursday, 20 March 1997 at 10:00, on site at 11 Hime Lane, Jacobs, Durban, Factory complex with small office block 871 m^2.

20% (twenty per cent) guaranteed deposit on the fall of the hammer. Auctioneer's fees at 6.84% (six comma eight-four per centum) (inclusive), payable by the purchaser. Conditions of sale available tel. (031) 701-3251.

Where is the largest amount of meteorological information in the whole of South Africa available?



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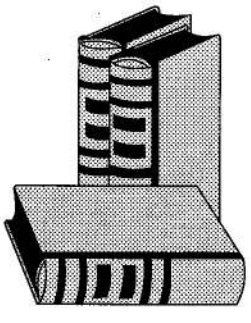

Waar is die meeste weerkundige inligting in die hele Suid-Afrika beskikbaar?

Department of Environmental Affairs and Tourism
Departement van Omgewingsake en Toerisme

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WETLIKE KENNISGEWINGS

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