

REPUBLIC  
OF  
SOUTH AFRICA



REPUBLIEK  
VAN  
SUID-AFRIKA

# Government Gazette Staatskoerant

Vol. 382

PRETORIA, 4 APRIL 1997

No. 17885

*LEGAL  
NOTICES*

*WETLIKE  
KENNISGEWINGS*

**B**

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

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

**LIST OF FIXED TARIFF RATES**

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

<b>BESIGHEIDSKENNISGEWINGS</b> .....	32,70
<b>BOEDELWETTEKENNISGEWINGS:</b> Vorms J 297, J 295, J 193 en J 187 .....	13,80
<b>INSOLVENSIEWET- EN MAATSKAPPYWETTE-KENNISGEWINGS:</b> Vorms J 28, J 29 en Vorms 1 tot 9.....	27,60
L.W.: Vorms 2 en 9—bykomstige verklarings volgens woordetal-tabel, toe- gevoeg tot die basiese tarief.	
<b>ONOPGEËISTE GELDE</b> —slegs in die buitengewone <i>Staatskoerant</i> , sluitingsdatum 15 Januarie (per inskrywing van 'n "naam, adres en bedrag") .....	8,10
<b>VERLORE LEWENSVERSEKERINGSPOLISSE:</b> Vorm VL.....	16,50

*Nie-gestandaardiseerde kennisgewings*

<b>DRANKLISENSIE-KENNISGEWINGS</b> in buitengewone <i>Staatskoerant</i> :	
Alle provinsies verskyn op eerste Vrydag van elke kalendermaand.....	46,70
<i>(Sluitingsdatum van indiening is twee weke voor publiseringsdatum.)</i>	
<b>GEREGTELIKE EN ANDER OPENBARE VERKOPE:</b>	
Geregtelike verkope .....	125,80
Openbare veilings, verkope en tenders:	
Tot 75 woorde.....	38,40
76 tot 250 woorde .....	98,50
251 tot 350 woorde (meer as 350 woorde bereken volgens woordetal-tabel)	158,70
<b>LIKWIDATEURS EN ANDER AANGESTELDES SE KENNISGEWINGS</b> .....	49,40
<b>MAATSKAPPYKENNISGEWINGS:</b>	
Kort kennisgewings: Vergaderings, besluite, aanbod van skikking, omskepping van maatskappy, vrywillige likwidasies, ens.; sluiting van oordrag- of lede- registers en/of verklaring van dividende .....	62,90
Verklaring van dividende met profytstate, notas ingesluit.....	144,80
Lang kennisgewings: Oordragte, veranderings met betrekking tot aandele of kapitaal, aflossings, besluite, vrywillige likwidasies .....	218,80
<b>ORDERS VAN DIE HOF:</b>	
Voorlopige en finale likwidasies of sekwestrasies .....	82,20
Verlagings of veranderings in kapitaal, samesmeltings, aanbod van skikking ....	218,80
Geregtelike besture, <i>kurator bonis</i> en soortgelyke en uitgebreide bevele <i>nisi</i> ....	218,80
Verlenging van keurdatum .....	27,60
Tersydestelling en afwysings van aansoeke (J 158).....	27,60

**WORD COUNT TABLE**

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

**WOORDETAL-TABEL**

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

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

## CONDITIONS FOR PUBLICATION VOORWAARDES VIR PUBLIKASIE

### CLOSING TIMES FOR THE ACCEPTANCE OF NOTICES

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

### SLUITINGSTYF VIR DIE AANNAME VAN KENNISGEWINGS

1. Die *Staatskoerant* word weekliks op Vrydag gepubliseer en die sluitingstyd vir die aanname van kennisgewings wat op 'n bepaalde Vrydag in die *Staatskoerant* moet verskyn, is **15:00 op die voorafgaande Vrydag**. Indien enige Vrydag saamval met 'n openbare vakansiedag, verskyn die *Staatskoerant* op 'n datum en is die 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 kansellاسies sal die terugbetaling van die koste van 'n kennisgewing oorweeg word slegs as die opdrag om te kanselleer op of voor die vasgestelde sluitingstyd soos in paragraaf 1 hierbo aangedui, ontvang is.

### GOEDKEURING VAN KENNISGEWINGS

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

### VRYWARING VAN DIE STAATSDRUKKER TEEN AANSPREEKLIKHEID

4. Die Staatsdrukker aanvaar geen aanspreeklikheid vir—

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

### AANSPREEKLIKHEID VAN ADVERTEERDER

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

**COPY**

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

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

- (1) The kind of notice.

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

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

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

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

**PAYMENT OF COST**

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

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

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

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

**KOPIE**

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

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

- (1) Die aard van die kennisgewing.

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

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

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

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

**BETALING VAN KOSTE**

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

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

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

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

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

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

before publication.

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

The following stamps are not acceptable:

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

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

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

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

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

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

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

gerig word.

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

Die volgende seëls is nie aanvaarbaar nie:

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

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

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

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

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

**PROOF OF PUBLICATION**

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

**BEWYS VAN PUBLIKASIE**

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

***Important Notice***

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

***Belangrike Kennisgewing***

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

**IMPORTANT ANNOUNCEMENT**

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

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

- ▶ **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**  
**GOEWERMENSKENNISGEWINGS** 1997

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

- ▶ **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

Saak No. 9370/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VANDERBIJLPARK GEHOU TE VANDERBIJLPARK

**In die saak tussen NBS BANK BEPERK (Reg No. 87/01384/06), Eiser, en RONNIE JACOBUS LEWIS, Verweerder**

Ten uitvoerlegging van die vonnis toegestaan en die daaropvolgende lasbrief vir eksekusie, gedateer 16 Januarie 1997, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op Vrydag, 25 April 1997 om 10:00, deur die Balju van die Landdroshof, Vanderbijlpark, te die Landdroshof, Vanderbijlpark:

Erf 1062, Vanderbijlpark South West 5-uitbreiding 2-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 1 253 (eenduisend tweehonderd drie-en-vyftig) vierkante meter, ook bekend as Verdstraat 25, Vanderbijlpark.

*Verbeterings:* Teëldak, volvloermatte, ingangsportaal, kombuis, spens, drie slaapkamers, sit/eetkamer, badkamer en toilet. *Buitegeboue:* Motorhuis, twee motorafdakke, stoorkamer, buite-toilet, plaveisel, betonomheining.

**Verkoopvoorwaardes:**

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

2. Die koopprijs sal betaalbaar wees as volg:

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

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

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

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

Gedateer te Vanderbijlpark op hierdie 12de dag van Maart 1997.

Pienaar, Swart & Nkaiseng, Tweede Verdieping, Ekspagebou, Attie Fouriestraat; Privaatsak X041, Vanderbijlpark, 1900.  
[(016) 81-4651/2/3.] (Verw. IP/160303.)

**Case No. 21843/96  
PH 388**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and LEKWANE, AUBREY MMUDUTSWANE, Defendant**

In execution of a judgment of the High 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 High Court, 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 24 April 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 High Court, prior to the sale.

Certain unit consisting of section 25 and its undivided share in the common property in the San Michelle Sectional Title Scheme, area 91 (ninety-one) square metres, situated at Unit 25, Fifth Floor, San Michelle, corner Quartz and Ockers Streets, Johannesburg.

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

*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).

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1873.)

**Case No. 22515/96  
PH 388**

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and AVONAISE CC, Defendant**

In execution of a judgment of the High 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 High Court, 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 24 April 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 High Court, prior to the sale.

Certain Erf 38, Oakdene Extension 1 Township, Registration Division IR, Province of Gauteng, measuring 818 (eight hundred and eighteen) square metres, situated at 56 Riviersberg Drive, Oakdene Extension 1.

*Improvements* (not guaranteed): A house under tile roof consisting of three bedrooms, bathroom, kitchen, entrance hall, lounge, dining-room, study, servant's toilet and precast walls around property.

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

Dated at Johannesburg on this 6th day of March 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1912.)

**Case No. 22520/96  
PH 388**

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and KING, STEPHEN RUTHERFORD, Defendant**

In execution of a judgment of the High 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 High Court, 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 24 April 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 High Court, prior to the sale.

Certain unit consisting of section 1 and its undivided share in the common property in this Mitsis Place Sectional Title Scheme, measuring 128 (one hundred and twenty-eight) square metres, situated at Unit 1, Mitsis Place, High Street, Rosettenville.

*Improvements* (not guaranteed): A sectional title consisting of three bedrooms, bathroom, kitchen and lounge.

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

Dated at Johannesburg on this 6th day of March 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1905.)

Case No. 404/97  
PH 388IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
WILDING INVESTMENTS (PROPRIETARY) LIMITED, Defendant**

In execution of a judgment of the High 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 High Court, Eaton Terrace 1, Terrace Building, New Redruth, Alberton, on Tuesday, 22 April 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 High Court, prior to the sale.

Certain Erf 573, Alrode Extension 7 Township, Registration Division IR, Province of Gauteng, measuring 5 484 (five thousand four hundred and eighty-four) square metres, situated at 7 Borax Street, Alrode Extension 7.

*Improvements* (not guaranteed): A vacant land.

*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 are payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 (thirty thousand rand) of the proceeds of the sale and 3% (three per cent) on the balance thereof subject to a maximum commission of R7 000 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand).

Dated at Johannesburg on this 6th day of March 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresX210.)

Case No. 29768/96  
PH 388IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and VILAKAZI, MUSA PEACE, Defendant**

In execution of a judgment of the High 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 High Court, 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 24 April 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 High Court, prior to the sale.

Certain Erf 1044, Dhlamini Township, Registration Division IQ, Province of Gauteng, situated at Erf 1044, Dhlamini; area: 261 (two hundred and sixty one) square metres.

*Improvements* (not guaranteed): A house under asbestos roof consisting of two bedrooms, kitchen, lounge, two outside rooms 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 are 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 the maximum commission of R7 000 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand).

Dated at Johannesburg on this 6th day of March 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (DX 516) (Ref. Foreclosures/Z2110.)

Case No. 12914/96

## IN THE MAGISTRATE COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG

**In the matter between ABSA BANK LTD (ALLIED BANK DIVISION), Plaintiff, and ALFRED BUTTON, First Defendant,  
and DULSIE MURIEL BUTTON, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 13 December 1996, warrant of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction, on 9 May 1997 at 12:00, at the property namely:

Certain Holding 44, Heidelberg Agricultural Holdings, situated at 44 Flamink Street, Heidelberg Agricultural Holdings, Heidelberg, measuring 1,2140 (one comma two one four zero) hectares.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising lounge, dining-room, family room, kitchen, three bedrooms, bathroom and w.c. Outbuildings: Two garages, servant's room and store-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 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 11th day of March 1997.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00930/Mrs Kok.)

**Saak No. 387/94  
PH 74**

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen STADSRAAD VAN WESTONARIA, Eksekusieskuldeiser, en  
A. SAVOPOULOS BROTHERS (EDMS.) BEPERK, Eksekusieskuldenaar**

Neem asseblief kennis dat die ondervermelde eiendom van die Eksekusieskuldenaar in eksekusie verkoop sal word op Vrydag, 25 April 1997 om 10:00, by die kantore van die Balju van die Hooggeregshof, te Edwardslaan 50, Westonaria.

Neem verder kennis dat die eiendom wat verkoop word geleë is te Bainskloofstraat 5, Glenharvie, Westonaria.

Die eiendom staan bekend as Erf 2, Glenharvie-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 1 303 (eenduisend driehonderd en drie) vierkante meter, gehou kragtens Transportakte T31095/1978.

Die eiendom bestaan uit 'n enkelverdieping struktuur van stene gebou en met gepleisterde mure. Die vloere is van beton wat met viniel bedek is. Die gebou het flexit plafonne en buisbeligting. Die dak is van IBR plate voorsien. Daar is 'n groot stoep wat bedek is. Die gebou se oppervlakte beslaan 1 170 (eenduisend eenhonderd-en-sewentig) vierkante meter waarvan daar vier dele is wat ongeveer 100 (eenhonderd) vierkante meter elk beslaan en een deel is wat 770 (sewehonderd-en-sewentig) vierkante meter beslaan.

Neem verder kennis dat die verkoopvoorwaardes by die kantoor van die Balju van die Hooggeregshof te Westonaria ingesien kan word.

Aldus gedoen en geteken te Johannesburg op hierdie 28ste dag van Februarie 1997.

Dreyer & Nieuwoudt, Negende Verdieping, North State, Marketstraat 95 (Posbus 2206), Johannesburg, 2000. (Tel. 333-1381/2.) [DX137(JHB)] (Verw. J. L. Dreyer/RdeB/T471.)

**Case No. 8603/95**

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

**In the matter between ABSA BANK LTD, trading as TRUST BANK, Plaintiff, and  
WILLEM JOHANNES STOLTZ, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Kempton Park and a writ of execution, dated 23 July 1996, the property listed herein will be sold in execution on 22 April 1997 at 10:00, at 24 Armada Avenue, Van Riebeeck Park, Kempton Park, to the highest bidder:

Erf 307, Van Riebeeck Park Extension 2 Township, Registration Division IR, Gauteng, measuring 1 273 (one thousand two hundred and seventy-three) square metres, held under Deed of Transfer T29521/78, situated at 24 Armada Avenue, Van Riebeeck Park, Kempton Park.

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

*Improvements:* A house consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms, two toilets, family/TV room, carport, driveway, tile roof, pool and property surrounded with precast walls.

*Terms:* The purchase price shall be paid as to 10% (ten per cent) thereof on the day of the sale and the unpaid balance, together with interest thereon to date of registration of transfer at the rate of 16,75% (sixteen comma seventy-five per cent) per annum within 14 (fourteen) days shall be paid or secured by a bank or building society guarantee.

The conditions of sale, which will be read immediately prior the sale, may be inspected at the offices of the Sheriff of the Court, 8 Park Street, Kempton Park, and/or Property Mart, First Floor, Pogir, Bastion Ins. House, 244 Louis Botha Avenue, Orange Grove.

Dated on this 4th day of April 1997.

Barry Katz & Partners, 801 Trust Bank Centre, Voortrekker Street, Kempton Park. (Ref. Mrs Swanepoel/TA1357.)

Case No. 1036/96

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

**In the matter between NBS BANK BEPERK, Plaintiff, and JAN HENDRIK BORNMANN, First Defendant, GERTRUIDA CHRISTINA BORNMANN, Second Defendant, and JAN HENDRIK BORNMANN (JNR), Third Defendant**

In terms of judgment by the above-mentioned Honourable Court and a warrant of execution against property, dated 24 October 1996, the undermentioned property will be sold in execution to the highest bidder on 25 April 1997 at 12:00, at the White River, Magistrate's Court, namely:

Erf 142, Numbipark Township, Registration Division JU, Province of Mpumalanga.

Improvements (not guaranteed).

Conditions of sale:

1. The property will be sold voetstoots to the highest bidder without reserve and the sale will be subjected to the provisions and rules of Magistrates' Courts Act No. 32 of 1944 (as amended).

2. Further conditions of sale is contained in the deed of sale which will lie open to inspection at the office of the Sheriff, Magistrate's Court, White River of P.O. Box 401, White River, 1240 [Tel. (013) 751-1452], and furthermore at the address of the Attorneys hereinafter stated where the same can be viewed during the office hours.

Signed at Nelspruit on this 14th day of March 1997.

P. C. Swanepoel, for Swanepoel & Partners, Attorneys for Plaintiff, c/o J. L. Kruger, Beersrust 53, White River, 1240. (Tel. 753-2401.) (Fax 753-3335.) (Ref. Pieter Swanepoel/ds/JN0360.)

Saak No. 16436/96

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en S. F. en M. L. TLAENG, Verweerders**

As gevolg van 'n vonnis van die Landdroshof te Klerksdorp en 'n lasbrief van eksekusie, gedateer 14 Januarie 1997, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 25 April 1997 om 10:00, by die kantore van die Balju van die Landdroshof, Klerksdorp, Leaskstraat 23, Klerksdorp.

'n Eenheid bestaande uit:

(a) Deel 14, soos getoon en volledig beskryf op Deelplan SS97/88, in die skema bekend as Rolun Court ten opsigte van die grond en gebou of geboue geleë te Erf 2067, in die dorp Klerksdorp, in die Plaaslike Bestuursgebied van die Stadsraad van Klerksdorp.

(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, groot 59 (nege-en-vyftig) vierkante meter.

Verkoopvoorwaardes:

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

2. Sonder om dit enigsins te waarborg, is die eiendom verbeter met 'n woonstel bestaande uit: Sitkamer, badkamer, kombuis en toe sonstoep.

3. Die koopprijs is betaalbaar soos volg: 10% (tien persent) van die koopprijs op die verkoping en die balans moet betaal of gewaarborg word met 'n goedgekeurde bank- of bouverenigingwaarborg 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 die kantoor van die Eiser se prokureurs.

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

Saak No. 3499/96

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

**In die saak tussen NEDCOR BANK BEPERK, Eiser, en MHLUPHEKI JEREMIAH MOKOENA, Verweerder**

Ingevolge die vonnis in bogenoemde Agbare Hof verkry op 18 Desember 1996, en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die Eksekusieskuldenaar, op 25 April 1997 om 10:00, te Landdroskantoor, Ermelo, 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 3422, Uitbreiding 2, geleë in die dorp Wesselson, Registrasieafdeling IS, Mpumalanga.

*Beskrywing van eiendom:* Twee slaapkamers, badkamer, kombuis en sitkamer, groot 325 (driehonderd vyf-en-twintig) vierkante meter.

Geteken te Secunda op hede hierdie 24ste dag van Februarie 1997.

A. J. G. Viljoen, vir Vos, Viljoen & Becker Prokureurs, p/a Perm, Ermelo, Kerkstraat 79, Ermelo. [Tel. (017) 631-2550.]

**Saak No. 78531/94**

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eiser, en VAN RENSBURG LEWIS ADRIAAN HEATH JANSE, ID. 5001215091003, Verweerder**

'n Openbare veiling sonder 'n reserweprys word gehou te Kamer 603A, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 24 April 1997 om 10:00 van:

Erf 2317, geleë in die dorp Danville, Registrasieafdeling JR, Transvaal, groot 714 (sewehonderd en veertien) vierkante meter, gehou kragtens Akte van Transport T38052/1984 en T44530/1983, bekend as Du Plessisstraat 113, Danville, Pretoria.

*Verbeterings:* Sitkamer, kombuis, drie slaapkamers en badkamer (bad/toilet). *Buitegeboue:* Bediendekamer, motorhuis en toilet.

Die omvang van verbeterings word nie gewaarborg nie.

Die verkoopvoorwaardes lê ter insae by die Balju, Pretoria-Wes, Olivettihuis 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

E. J. J. Geyser, vir Rooth & Wessels, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1754.)

**Case No. 364/96**

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

**In the matter between NBS BANK BEPERK, Plaintiff, and HESTER SUSANNA MASSYN, First Defendant, and PIETER HENDRIK STEENKAMP, Second Defendant, and HESTER SUSANNA STEENKAMP, Third Defendant**

In terms of judgment by the above-mentioned Honourable Court and a warrant of execution against property, dated 22 May 1996, the undermentioned immovable property will be sold in execution to the highest bidder on 25 April 1997 at 12:00, at the White River Magistrate Court, namely:

Erf 1171, White River Extension 9 Township, Registration Division JU, Province of Mpumalanga.

*Improvements* (not guaranteed).

*Conditions of sale:*

1. The property will be sold voetstoots to the highest bidder without reserve and the sale will be subjected to the provisions and rules of Magistrates' Courts Act, No. 32 of 1944 (as amended).

2. Further conditions of sale is contained in the deed of sale which will lie open to inspection at the office of the Sheriff, Magistrate's Court, White River, P.O. Box 401, White River, 1240 [Tel. (013) 751-1452], and furthermore at the address of the attorneys hereinafter stated where the same can be viewed during offices hours.

Signed at Nelspruit on this 13th day of March 1997.

P. C. Swanepoel, for Swanepoel and Partners, Attorneys for Plaintiff, c/o J. L. Kruger, Beers Rust 53, White River. (Tel. 753-2401.) (Fax. 753-3335.) (Ref. Pieter Swanepoel/ds/JN0141.)

**Case No. 7997/96**

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

**In the matter between BOLAND BANK PKS BEPERK, Execution Creditor, and DEREK JORDAAN, Execution Debtor**

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, where Seeff Auctioneers will be the auctioneer, duly authorised thereto, on Wednesday, 23 April 1997 at 11:00, at the premises situated at 182 Nigel Road, Selcourt, Springs, without reserve to the highest bidder:

Certain Erf 250, Selcourt Township, Registration Division IR, Gauteng, also known as 182 Nigel Road, Selcourt, Springs, measuring 2 342 (two thousand three hundred and forty-two) square metres, held by Deed of Transfer T13304/1992.

Zone: Residential 1.

**Improvements:** The following improvements on the property are reported, though in this regard nothing is guaranteed: *Main building:* Brick building, tiled roof, lounge, dining-room, kitchen, three bedrooms and bathroom. *Outbuildings:* Garage and servant's room. *Sundries:* Swimming-pool.

**Material conditions of sale:**

1. The property shall be sold without reserve and to the highest bidder, subject to the title deeds.
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 19,25% (nineteen comma two five per cent) 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, 66 Fourth Street, Springs, as well as at the office of Seeff Auctioneers at Eastway Centre, Buckle Street, Silverton, Pretoria.

Dated at Springs this 13th day of March 1997.

H. D. Schmidt, for Bennett McNaughton & Jansen, Attorneys for Execution Creditor, Prudentia Building, 65 Fifth Street, Springs. (Tel. 812-1525.)

Saak No. 931/96

IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE ERMELO

**In die saak tussen ABSA BANK BEPERK (UNITED BANK), Eiser, en ABRAHAM NKOSI, Identiteitsnommer 3709065162086, Eerste Verweerder, en NINI SELLINAH NKOSI, Identiteitsnommer 4201280300088, Tweede Verweerder**

Ingevolge 'n vonnis van die Landdroshof vir die distrik Ermelo, gedateer 29 April 1996 en lasbrief vir eksekusie uitgereik deur die Klerk van die Hof op 29 April 1996, sal die ondervermelde vaste eiendom op Vrydag, 25 April 1997 om 10:00, voor die Landdroskantoor, Jan van Riebeeckstraat, Ermelo, deur die Balju van die Landdroshof, Ermelo, verkoop word aan die persoon wat die hoogste bod maak, naamlik:

Gedeelte 55 van Ef 899, geleë in die dorp Wesseltown, Registrasieafdeling IT, provinsie Mpumalanga, groot 308 (driehonderd en agt) vierkante meter, gehou kragtens Akte van Transport TL32050/90.

Die eiendom is verbeter. Woonhuis bestaan uit sitkamer, kombuis, twee slaapkamers, badkamer, enkelgarage en stoorkamer.

**Voorwaardes:** Volledige verkoopvoorwaardes wat onmiddellik voor die veiling deur die Balju van die Landdroshof, Ermelo, uitgelees sal word, lê in sy kantoor ter insae en is die belangrikste bepalings daarvan die volgende:

(a) Die koper moet onmiddellik nadat die bod op hom toegeslaan is 10% (tien persent) van die koopprijs aan die Balju betaal en vir die balans van die koopprijs moet die koper 'n bank- of bouverenigingwaarborg aan die Balju van die Landdroshof, Ermelo, lewer binne 14 (veertien) dae na datum van verkoping.

(b) Die koper sal verplig wees om onmiddellik na die bod op hom toegeslaan is, die verkoopvoorwaardes te onderteken.

(c) Die koper sal aanspreeklik wees vir rente, hereregte, transportkoste en agterstallige belastinge indien enige, asook ander uitgawes wat nodig is om transport te laat geskied.

Geteken te Ermelo hierdie 11de dag van Maart 1997.

Bekker, Brink & Brink, Unitedgebou, Kerkstraat 60 (Privaatsak X9018), Ermelo, 2350. (Verw. mnr. Papenfus/dc/SPN025.)

Case No. 6592/96

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

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

Pursuant to a judgment granted by the above Honourable Court, dated 20 September 1996 and a warrant of execution dated 11 October 1996, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, on 2 May 1997 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

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

**Improvements:** Brick dwelling under tiled roof consisting of kitchen, lounge, family room, dining-room, three bedrooms, two bathrooms, toilet and garage.

*Terms and conditions:*

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

Dated at Springs this 13th day of March 1997.

N. J. Roets, for Hammerschlag Attorneys Incorporated, Plaintiff's Attorneys, 100 Fourth Street (P.O. Box 184), Springs.  
[Tel. (011) 812-2400.] (Ref. Mr Roets/tr/S00120.)

**Case No. 95/11380****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SPRINGS HELD AT SPRINGS****In the matter between NBS BANK LIMITED, Plaintiff, and ANNA-MARLENE NEETHLING, Defendant**

Pursuant to a judgment granted by the above Honourable Court, dated 12 December 1995, and a warrant of execution, dated 12 December 1995, the undermentioned property will be sold in execution on 2 May 1997 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

*Property description:*

Erf 140, Selection Park Township, Registration Division IR, Province of Gauteng, measuring 1 301 (one thousand three hundred and one) square metres, held under Deed of Transfer T9909/1995, also known as 52 Nigel Road, Selection Park, Springs.

*Improvements:* Dwelling with plastered walls under iron roof consisting of three bedrooms, bathroom, kitchen, lounge, dining-room and garage.

*Terms and conditions:*

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

Dated at Springs this 13th day of March 1997.

N. Roets, for Nico J. Roets, Hammerschlag Attorneys Inc., Plaintiff's Attorneys, 100 14th Street, Springs. (Tel. 812-2400.)  
(Ref. Mr Roets/tr/S00112.)

**Saak No. 1950/96****IN DIE LANDDROSHOF VIR DIE DISTRIK WITBANK GEHOU TE WITBANK****In die saak tussen BESTUURSLIGGAAM VAN HOËRSKOOL REYNOPARK, Eiser, en S. J. VAN ROOYEN, Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof, Witbank en 'n lasbrief vir eksekusie, gedateer 2 Augustus 1996, sal die vaste eiendom hierin genoem, in eksekusie verkoop word voor die Landdroskantoor, Delvillestraat, Witbank, op Vrydag, 18 April 1997 om 10:00:

Erf 1445, Benfleur-uitbreiding 3, Registrasieafdeling JS, Mpumalanga, Witbank distrik, groot 1 500 (eenduisend vyfhon-  
derd) vierkante meter.

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

Gedateer te Witbank op hierdie 14de dag van Maart 1997.

Van Heerden & Brummer Ingelyf, Prokureurs vir Eiser, Derde Verdieping, Disagebou, Escombestraat; Privaatsak X7286, Witbank, 1035. (Verw. mev. V. D. Nest/6536-56552.)

Saak No. 9049/96

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

**In die saak tussen SAAMBOU BANK BEPERK, Vonniskskuldeiser, en GERT MARTHINUS DE LANGE, Eerste Vonniskskuldenaar, en ANSA DE LANGE, Tweede Vonniskskuldenaar**

As gevolg van 'n vonnis van die Landdroshof, Krugersdorp en 'n lasbrief, gedateer 27 Januarie 1997, sal die volgende eiendom verkoop word in eksekusie op 23 April 1997 om 12:00, te die Perseel, Hugostraat 58, Rand-en-Dal, Krugersdorp n.l.:

Erf 612, Rand-en-Dal, Krugersdorp-dorpsgebied, geleë te Hugostraat 58, Rand-en-Dal, Krugersdorp, groot 990 (nege honderd en negentig) vierkante meter.

**Verkoopvoorwaardes:**

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

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

3. Die koopprys is betaalbaar soos volg: 20% (twintig persent) van die koopprys 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. Volledige voorwaardes wat deur Wright Bezuidenhout Afslaaers BK, handeldrywende as Libra Afslaaers, net voor die verkoping uitgelees word, is in hul kantore te King Fisherstraat 6, Horison Park, Roodepoort, asook die Baljukantore, Klaburnhof, Ockersestraat 22B, Krugersdorp, ter insae.

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

Saak No. 30078/96

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en NEUMANN, JOHAN CAREL, 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 Eerste Verdieping, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, op 22 April 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 816, Brackenhurst-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, en ook bekend as Appelgreinstraat 84, Brackenhurst-uitbreiding 1, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter.

**Verbeteringe** (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: Hoofgebou: Ingangsportaal, sitkamer, eetkamer, drie slaapkamers, badkamer/toilet/stort en kombuis. Buitegeboue: Bediendekamer, toilet en stoor. 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 (sewe-uisend rand). Minimum fooie R260 (tweehonderd-en-sestig rand).

Gedateer te Johannesburg op hede die 13de dag van Maart 1997.

J. J. Rossouw, vir Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, (Posbus 1588), Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8769E.)

Saak No. 24882/96

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en LUBBE, MARTHINUS GERHARDUS, Eerste Verweerder, en LUBBE, ANITA, 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 Jutstraat 69, Braamfontein, op 24 April 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 1579, Turffontein-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, en ook bekend as Foreststraat 73, Turffontein, groot 539 (vyfhonderd nege-en-dertig) vierkante meter.

**Verbeteringe** (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: Hoofgebou: Ingangsportaal, sitkamer, drie slaapkamers, kombuis, badkamer/toilet en badkamer/toilet/stort. Buitegeboue: Dubbelmotorhuis, dubbelmotoraf-dak, tuinwoningstel bestaande uit slaapkamer, badkamer/toilet, sitkamer en kombuis. Konstruktuer: 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 (sewe- duisend rand). Minimum fooie R260 (tweehonderd-en-sestig rand).

Gedateer te Johannesburg op hede die 13de dag van Maart 1997.

J. J. Rossouw, vir Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, (Posbus 1588), Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8765E.)

**Saak No. 31522/96**

**IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en DU PLESSIS, DESMOND GEORGE, Eerste Verweerder, en DU PLESSIS, MAGRIETHA CATHRINA, 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 Jutastaat 69, Braamfontein, op 24 April 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 20 ('n gedeelte van Gedeelte 2) van Erf 349, Crown Gardens-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, en ook bekend as Elize Venterstraat 17, Crown Gardens, groot 323 (driehonderd drie-en-twintig) vierkante meter.

**Verbeteringe** (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: Hoofgebou: Sitkamer, eetkamer, studeerkamer, drie slaapkamers, badkamer/stort, aparte toilet en kombuis. Buitegeboue: Geen. Konstruktuer: 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 (sewe- duisend rand). Minimum fooie R260 (tweehonderd-en-sestig rand).

Gedateer te Johannesburg op hede die 13de dag van Maart 1997.

J. J. Rossouw, vir Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, (Posbus 1588), Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8807E.)

**Saak No. 24677/96**

**IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en LOOCK, HERMAN DEON, Eerste Verweerder, en LOOCK, WENDY JOAN, 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 Eerste Verdieping, Overvaalgebou, Krugerlaan 28, Vereeniging, op 24 April 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 887, Ennerdale-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, en ook bekend as Perseusstraat 41, Ennerdale-uitbreiding 1, groot 489 (vierhonderd nege-en-tagtig) vierkante meter.

**Verbeteringe** (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: Hoofgebou: Sitkamer, eetkamer, kombuis, twee slaapkamers en badkamer/toilet. Buitegeboue: Geen. Konstruktuer: 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 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 17de dag van Maart 1997.

J. J. Rossouw, vir Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, (Posbus 1588), Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/F5487E.)

Saak No. 911/97

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen ABSA BANK BEPERK (United Bank Divisie voorheen handeldrywende as United Bouvereniging),  
Eiser, en MANGANYE, RESEMATE JERRY, 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 Jutstraat 69, Braamfontein, Johannesburg, op 24 April 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 425, Protea-Noord-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, en ook bekend as Makhayastraat 425, Protea-Noord, groot 276 (tweehonderd ses-en-sewentig) vierkante meter.

*Verbeteringe* (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: Hoofgebou: Sitkamer, eetkamer, drie slaapkamers, badkamer/toilet en kombuis. Buitegeboue: Geen. 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 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 17de dag van Maart 1997.

J. J. Rossouw, vir Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, (Posbus 1588), Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8825E.)

Saak No. 30080/96

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**in die saak tussen ABSA BANK BEPERK, Eiser, en COETZEE, HESTER ENGELA, 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 Jutstraat 69, Braamfontein, Johannesburg, op 24 April 1997 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venduafslaer gelees sal word ten tye van verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê.

Sekere Erf 765, South Hills-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, en ook bekend as Harrismithstraat 20, South Hills-uitbreiding 1, groot 496 (vierhonderd ses-en-negentig) vierkante meter.

*Verbeteringe* (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: Hoofgeboue: Sitkamer, drie slaapkamers, badkamer met aparte toilet en kombuis. Buitegeboue: 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 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 17de dag van Maart 1997.

J. J. Rossouw, vir Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat, (Posbus 1588), Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/A8778E.)

Case No. 28173/96  
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 RABIE, ALEXANDER VAN BREDa, First Execution Debtor, and RABIE, ALOMA, 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 9 St Giles Street, Kensington B, on 25 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, Sandton, 10 Conduit Street, Kensington B, prior to the sale:

*Certain:* Remaining Extent of Erf 846, Lone Hill Extension 9, Registration Division IR, Gauteng, being 292 Glenny Crescent, Lone Hill Extension 9, Sandton, measuring 1 268 (one thousand two hundred and sixty-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, two bathrooms, family room, scullery with outbuildings with similar construction comprising of a double garage.

Dated at Johannesburg this 13th day of March 1997.

Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/asR304.)

Case No. 17637/95  
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 DE LANGE, ELIZABETH MARIA, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at 45 James Crescent, Halfway House, on 23 April 1997 at 13:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Alexandra, 45 James Crescent, Halfway House, prior to the sale:

*Certain:* A unit consisting of—

(a) Section 36, as shown and more fully described on Sectional Plan SS370/91 in the scheme known as Grace Lane, in respect of the land and building or buildings situated at Sunninghill Extension 7 Township, in the area of the Eastern Metropolitan Substructure, of which the floor area, according to the said sectional plan, is 76 (seventy-six) square metres, being Flat 36, Grace Lane, Peltier Street, Sunninghill Extension 7; 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 simplex flat with tile roof, comprising kitchen, lounge/dining-room, two bedrooms, bathroom, entrance hall, with outbuildings with similar construction comprising of carport. The common property comprising of servant's toilet, 13 store rooms, laundry and 40 carports.

Dated at Johannesburg this 14th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/D.409.)

Saak No. 13734/96

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

**In die saak tussen STANDARD BANK VAN SA, Eiser, en JACOBUS ADRIAAN MYBURGH, 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 Baljukantore te Beaconsfieldlaan 41A, Vereeniging, op 23 April 1997 om 10:00:

Erf 650, Risiville-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 991 vierkante meter, gehou kragtens Akte van Transport T47089/96.

Bekend as Gardenerstraat 68, Risiville, Vereeniging.

**Verbeterings:** Enkelverdiepingwoonhuis met teëldak, twee motorhuise in die lengte, drie slaapkamers, kombuis, sitkamer, eetkamer, badkamer, stort, twee toilette, buitekamer, toilet, steenplaveisel met betonmure.

**Terme:** Een tiende van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 21,5% (een-en-twintig komma vyf persent) per jaar vanaf datum van koop tot datum van betaling sal gewaarborg word deur 'n bank, bouvereniging en ander aanvaarbare waarborg. Sodanige waarborg moet verstrekkend 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 7de dag van Maart 1997.

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

Saak No. 7802/96

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

**In die saak tussen FIRST NATIONAL BANK OF S.A. LTD, Eiser, en C. P. CARLSE, Eerste Verweerder, en A. M. J. CARLSE, Tweede Verweerder**

Ingevolge 'n uitspraak van die bogenoemde Agbare Hof en geregtelike lasbrief, sal die ondervermelde eiendom op Vrydag, 25 April 1997 om 11:00, by die Balju, Brakpan te Prince Georgelaan 439, Brakpan, geregtelik deur die Balju van die Hof aan die hoogste bieder verkoop word, sonder voorbehoud:

Sekere Erf 511, Brakpan-Noord-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Gauteng, geleë te Nash Crescent 4, Brakpan-Noord, Brakpan, groot 1,158 (eenduisend eenhonderd agt-en-vyftig) vierkante meter, gehou kragtens Titellakte T36374/1995.

**Sonering:** Residensieel 1.

Die volgende verbeterings is op die eiendom aangebring maar geen waarborg ten opsigte daarvan gegee nie: Woonhuis onder teëldak bestaande uit sitkamer, twee slaapkamers, badkamer, kombuis, motorhuis, buitetoilet en geen omheining.

Die volledige koopvoorwaardes, wat onmiddellik voor die veiling voorgelees sal word, sal by die kantore van die Balju, Brakpan, 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.

Gedateer te Brakpan op hierdie 3de dag van Maart 1996.

A. G. Reid, vir A. G. Smuts & Reid, 631 Voortrekkerweg, Brakpan, 1540. (Tel. 740-1530/2.) (Verw. mnr. Reid/MS/F238/FF204.)

Saak No. 8707/96

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

**In die saak tussen NBS BANK, Eiser, en M. S. MAPHOLOMPO N.O., 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 Landdroshof te Vanderbijlpark, op 9 Mei 1997 om 10:00:

Erf 1668, Evaton-Noord-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 400 vierkante meter, gehou kragtens Akte van Transport TL53786/1990, bekend as Erf 1668, Evaton-Noord.

*Verbeterings:* Enkelverdiepingwoonhuis met teëldak, vloer matte, sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, stort, twee toilette en draad omheining.

*Terme:* Een tiende van die koopprys sal betaalbaar wees op die dag van verkoping en die balans tesame met rente daarop teen die koers van 19,25% (negentien komma twee vyf persent) per jaar vanaf datum van koop tot datum van betaling, sal gewaarborg word deur 'n bank-, bouvereniging- en ander aanvaarbare waarborg. Sodanige waarborg moet verstrek word aan die Balju, Landdroshof Vanderbijlpark, binne 14 (veertien) dae vanaf datum van verkoping.

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

Geteken te Vereeniging op hierdie 13de dag van Maart 1997.

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

### NOTICE OF SALE IN EXECUTION

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

The sale in execution is to be held at the Foeie of the Magistrate's Court, Church Street, Nigel, on Friday, 25 April 1997 at 09:00.

#### **NEDCOR BANK LIMITED is the Execution Creditor.**

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

1. The property 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. The 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. 30435/96.**

**Judgment Debtor: MASESI EMMA SKHOSANA.**

*Property:* Erf 5591, Duduza Township, Registration Division IQ, Province of Gauteng, situated at Erf 5591, Duduza, Nigel.

*Improvements:* Detached single storey brick built residence under tiled roof comprising lounge and two bedrooms other than kitchen, bathroom/toilet and fencing—steel.

*Reference:* MS0872.

Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston. (Tel. (011) 825-1015.) (Ref. L. Ruthven.)

**Case No. 26514/96**

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
HENRY CHARLES ROBERT FEDDER, 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, Vereeniging, at the offices of De Klerk, Vermaak & Partners Inc., Attorneys, Overvaal Building, 28 Kruger Avenue, Vereeniging, on Thursday, 8 May 1997 at 10:00, of the undermentioned property of the Defendant, subject to the conditions of sale which are available for inspection at the offices of the Sheriff, Vereeniging, Overvaal, 28 Kruger Avenue, Vereeniging:

Holding 198, Walkers Fruit Farms Smallholdings, Registration Division IQ, Province of Gauteng, measuring 4,0471 hectares, held by virtue of Deed of Transfer T6255/96, known as 198 Second Road, Walkers Fruit Farms Agricultural Holdings, Walkerville.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: A dwelling consisting of nine rooms, including living-room, kitchen, three bedrooms, bathroom, shower/toilet with outbuildings consisting of four garages, bathroom, two servants' rooms, study and shower. There is a swimming-pool on the property.

Dated at Pretoria on this 16th day of March 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 HA3715.)

N. C. H. Bouwman, Sheriff of the Supreme Court, Overvaal, 28 Kruger Avenue, Vereeniging. [Tel. (016) 21-3400.]

**Saak No. 17531/96**

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

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en HENDRIK LEONARD APPELS, Eerste Verweerder, en FARIDA APPELS, Tweede Verweerder**

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, in eksekusie verkoop word op 25 April 1997 om 10:00:

Erf 1813, Uitbreiding 2, geleë in die dorpsgebied Alabama (Registrasieafdeling IP, Transvaal), groot 615 (seshonderd-en-veftien) vierkante meter, gehou kragtens Akte van Transport T86728/89, sitkamer, eetkamer, drie slaapkamers, badkamer met toilet en kombuis.

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

1. Dat 'n deposito van 20% (twintig persent) van die koopprys onmiddellik in kontant betaalbaar is.
2. Die balanskoopprys met rente daarop teen 20,75% 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 17de dag van Maart 1997.

D. J. Lindemann Erasmus Jooste, p.a. De Kock & Duffey, Eiser se Prokureurs, Bothastraat, Schweizer-Reneke. [Tel. (018) 464-1321.] (Verw. Mnr. Lindemann/Mev. Mulder.)

**Saak No. 31128/96**

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen TRANSNET BEPERK, Eksekusieskuldeiser, en HLUNGWANI, KHAZAMULA SAMSON, Eksekusieskuldenaar**

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak, sal 'n verkoping gehou word op Vrydag, 25 April 1997 om 10:00, by die kantore van die Balju, Roodepoort-Suid, Liebenbergstraat 10, Roodepoort, van die ondergemelde eiendom:

Sekere Erf 2032, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 300 (driehonderd) vierkante meter, geleë te Erf 2032, Doornkop-uitbreiding 1-dorpsgebied, distrik Roodepoort.

*Erfbeskrywing:* Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborge in verband daarmee gegee word nie: 'n Tweeslaapkamerhuis met 'n teëldak, gepleisterde mure en staalvensters. Geen buitegeboue is op die perseel nie.

*Bestaande uit die volgende:* Twee slaapkamers, eetkamer, badkamer, kombuis en gang.

Die volle verkoopvoorwaardes mag ondersoek word by die kantore van die Balju, Hooggeregshof, Roodepoort-Suid, te Liebenbergstraat 10, Roodepoort, of die Eiser se prokureurs, mnre. Blakes Maphanga Ingelyf, Pleinstraat 14, Johannesburg.

Geteken te Johannesburg op hede hierdie 13de dag van Maart 1997.

A. E. Beyl, vir Blakes Maphanga Ingelyf, Prokureurs vir Eiser, Pleinstraat 14 (Posbus 5315), Johannesburg. (Tel. 491-5500.) (Faks 491-5593.) (Verw. A. Beyl/st/JT094/1.)

Saak No. 31130/96  
PH 507IN THE HOGGEREGSHOF VAN SUID-AFRIKA  
(Witwatersrandse Plaaslike Afdeling)**In die saak tussen TRANSNET BEPERK, Eksekusieskuldeiser, en NGCEZU, NOWALASELI SINGLETON, Eksekusieskuldenaar**

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping gehou word op Vrydag, 25 April 1997 om 10:00, by die kantore van die Balju, Roodepoort-Suid te Liebenbergstraat 10, Roodepoort, van die ondergemelde eiendom:

Sekere Erf 2152, Doornkop-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 300 (driehonderd) vierkante meter, geleë te Erf 2152, Doornkop-uitbreiding 1-dorpsgebied, distrik Roodepoort.

*Erfbeskrywing:* Die volgende inligting word verskaf insake verbeterings, alhoewel geen waarborg in verband daarmee gegee word nie: 'n Tweeslaapkamerhuis met 'n teëldak, gepleisterde mure en staal vensters. Geen buitegeboue is op die perseel nie, bestaande uit die volgende: Twee slaapkamers, eetkamer, badkamer met toilet, kombuis en gang.

Die volle verkoopvoorwaardes mag ondersoek word by die kantore van die Balju, Hooggeregshof Roodepoort-Suid te Liebenbergstraat 10, Roodepoort, of die Eiser se Prokureurs, mnre. Blakes Maphanga Ingelyf, Pleinstraat 14, Johannesburg.

Geteken te Johannesburg op hede hierdie 13de dag van Maart 1997.

C. W. S. S. Potgieter, vir Blakes Maphanga Ingelyf, Prokureurs vir Eiser, 14 Pleinstraat (Posbus 5315), Johannesburg. (Tel. 491-5500.) (Faks. 491-5593.) (Verw. A. Beyl/st/JT589/1.)

Saak No. 66814/94

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

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eiser, en SCHOEMAN, ADOLF HAUSEMAN, Identiteitsnommer 5712215084083, Eerste Verweerder, en SCHOEMAN, ALETHA ELIZABETHA, Tweede Verweerder**

'n Openbare veiling sonder reserwe prys word gehou te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 24 April 1997 om 10:00, van:

Erf 169, Suiderberg-dorpsgebied, Afdeling JR, Transvaal, groot 950 (negehonderd-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T93771/93.

*Straatadres:* 819 Boschbergstraat, Suiderberg, Pretoria.

*Verbeterings:* Sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers. *Konstruksie:* Mure—baksteen, dak—teëls, vloer—matte, plafon—komposisieboard. *Buitegeboue:* Twee afdakke, stoor en toilet.

Die omvang in verbeterings word nie gewaarborg nie.

Verkoopvoorwaardes lê ter insae by die Balju, Pretoria-Wes, Olivettihuis 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

E. J. J. Geyser, vir Rooth & Wessels, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1710.)

Saak No. 3048/97

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

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eiser, en SMITH, CHRISTOPHER, Identiteitsnommer 6509155048014, Eerste Verweerder, en WHITE, NICALDA, Identiteitsnommer 6603120097014, Tweede Verweerder**

'n Openbare veiling sonder reserwe prys word gehou te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, op 22 April 1997 om 10:00, van:

Erf 4096, in die dorp Eersterust-uitbreiding 6, Registrasieafdeling JR, Transvaal, groot 465 (vierhonderd vyf-en-sestig) vierkante meter, gehou kragtens Akte van Transport T35138/89.

*Straatadres:* Bronbergweg 531, Eersterust-uitbreiding 6, Pretoria.

*Verbeterings:* Sitkamer, kombuis, twee slaapkamers, badkamer. *Konstruksie:* Vloer—matte en grano, mure—baksteen en dak IBR.

Die omvang in verbeterings word nie gewaarborg nie.

Die verkoopvoorwaardes lê ter insae by die Balju, Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria.

E. J. J. Geyser, vir Rooth & Wessels, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A2810.)

Saak No. 60788/94

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

In die saak tussen **ABSA BANK BEPERK**, handeldrywend as **ALLIED BANK**, Eiser, en **SWARTZ, JOHANNES**, Identiteitsnommer 6604155072088, Eerste Verweerder, en **SWARTZ, SUSARA HELENA ELIZABETH**, Identiteitsnommer 6501250061083, Tweede Verweerder

'n Openbare veiling sonder 'n reserweprys word gehou te Kamer 603A, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 24 April 1997 om 10:00, van:

Gedeelte 4 van Erf 396, geleë in die dorpsgebied Daspoort, Registrasieafdeling JR, Transvaal, groot 991 (negehonderd een-en-negentig) vierkante meter, gehou kragtens Akte van Transport T62107/1991, bekend as Christiaanstraat 858, Daspoort, Pretoria.

*Verbeterings:* Sitkamer, kombuis, drie slaapkamers en badkamer (bad/toilet).

Die omvang van verbeterings word nie gewaarborg nie.

Die verkoopvoorwaardes lê ter insae by Balju, Pretoria-Wes, Olivettihuis 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

E. J. J. Geyser, vir Rooth & Wessels, Pretoria. (Tel. 325-2940.) (Verw. Geyser/mev. Mare/A1552.)

Case No. 1631/96

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

In the matter between **UNITED BANK (a division of ABSA BANK LTD)**, Execution Creditor, and **PIETER THEUNIS CHRISTIAAN VAN RENSBURG**, First Execution Debtor, and **MARTHA SOPHIA VAN RENSBURG**, Second Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Nigel, where Property Mart Auctioneers will be the auctioneer, duly authorised thereto, on Friday, 25 April 1997 at 10:00, at the premises situated at 119 Kerk Street, Nigel Extension 1, without reserve to the highest bidder:

Certain Erf 434, Nigel Extension 1 Township, Registration Division IR, Gauteng, also known as 119 Kerk Street, Nigel Extension 1, measuring 1 115 square metres, held by Deed of Transfer T80888/94.

*Zone:* Residential 1.

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

*Main building:* Brick building, corrugated iron roof, kitchen, dining-room, lounge, three bedrooms, and bathroom/toilet.  
*Outbuildings:* Concrete fencing, garage and outside room. *Sundries.*

*Material conditions of sale:*

1. The property shall be sold without reserve and to the highest bidder, subject to the title deeds.
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 18,75% (eighteen comma seven five per centum) per annum against transfer to be secured by a bank guarantee to be approved by the 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 office of the Sheriff of the Magistrate's Court, 29 Third Avenue, Nigel, as well as at the office of Property Mart Auctioneers, at Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove.

Dated at Springs this 25th day of February 1997.

A. F. Jansen, for Bennett McNaughton & Jansen, Attorneys for Execution Creditor, Prudentia Building, 65 Fifth Street, Springs. (Tel. 812-1525.)

Case No. 1423/96

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

In the matter between **UNITED BANK (a division of ABSA BANK LTD)**, Execution Creditor, and **PETRUS JOHANNES ADRIAAN JACOBS**, Execution Debtor

In pursuance of a judgment in the above Honourable Court and a warrant of execution the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Nigel, where Property Mart Auctioneers will be the auctioneer, duly authorised thereto, on Friday, 25 April 1997 at 11:00, at the premises situated at 148 Von Geusau Street, Nigel, without reserve to the highest bidder:

Certain Portion 1 of Erf 244, Nigel Township, Registration Division IR, Gauteng, also known as 148 Von Geusau Street, Nigel, measuring 496 square metres, held by Deed of Transfer T12417/96.

Zone: Residential 1.

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

*Main building:* Brick building, corrugated iron roof, kitchen, lounge, two bedrooms and bathroom/toilet. *Outbuildings:* Concrete fencing, garage and outside room. *Sundries.*

*Material conditions of sale:*

1. The property shall be sold without reserve and to the highest bidder, subject to the title deeds.
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 19,25% (nineteen comma two five per centum) per annum against transfer to be secured by a bank guarantee to be approved by the 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 office of the Sheriff of the Magistrate's Court, 29 Third Avenue, Nigel, as well as at the office of Property Mart Auctioneers, at Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove.

Dated at Springs this 24th day of February 1997.

A. F. Jansen, for Bennett McNaughton & Jansen, Attorneys for Execution Creditor, Prudentia Building, 65 Fifth Street, Springs. (Tel. 812-1525.)

Case No. 4967/93

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
MOKOENA, PRINCE JOSEPH, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale with a reserve price of R30 000 will be held at the office of the Sheriff of the Supreme Court at 56 12th Street, Springs, on 18 April 1997 at 11:00, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the office of the Sheriff of the Supreme Court, Springs, 56 12th Street, Springs, prior to the sale:

Erf 9661, Phaladi Street, kwaThema, held by virtue of Certificate of Registered Grant of Leasehold TL54717/1989, measuring 317 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A house consisting of four rooms under a flat corrugated iron roof.

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

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

Dated at Johannesburg on this 19th day of April 1997.

Thomas Mohope, Plaintiff's Attorney, Fifth Floor, York House, 46 Kerk Street, Johannesburg. (Tel. 834-8203/4.) (Ref. MISC/S/2192/Miss Morar.)

Case No. 7264/92

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and VICTOR VUYISILE SEPOYO,  
First Execution Debtor, and NOMAWETHU IRIS SEPOYO, Second Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Benoni and a warrant of execution dated 16 September 1992, the residential property listed hereunder will be sold voetstoots in execution, on Friday, 25 April 1997 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the Leasehold in respect of Erf 18637, Tsakane Extension 8 Township, Registration Division IR, Province of Gauteng, measuring 293 (two hundred and ninety-three) square metres, also known as 18637 Tsakane Extension 8, Brakpan.

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:  
A brick/plaster dwelling under tiled roof comprising two bedrooms, bathroom, lounge and kitchen.

*The material conditions of public auction:*

1. The sale shall be without reserve and voetstoots.
2. The purchaser will pay all costs of transfer of the property into his name, including but not limited to municipal rates, transfer duty and VAT, where applicable, Sheriff's commission on the sale and interest, plus a deposit of at least 10% (ten per cent) of the sale price.

3. The full conditions of sale may be inspected at the office of the Magistrate's Court or the Sheriff, Brakpan.

Signed at Benoni on this 3rd day of March 1997.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Attorneys for Judgment Creditor, Second Floor, Permanent Building, 47 Prince's Avenue, Benoni. (Tel. 845-2700.) (Ref. Mr Falconer/rb.)

Case No. 12033/93

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and THANDOKUHLE PETRO MLANGENI, First Execution Debtor, and ZANDILE FLORENCE MAZIBUKO, Second Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Benoni and a warrant of execution dated 28 October 1993, the residential property listed hereunder will be sold voetstoots in execution, on Wednesday, 23 April 1997 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 377, Etwatwa Township, Registration Division IR, Province of Gauteng, measuring 271 (two hundred and seventy-one) square metres, also known as Erf 377, Etwatwa, 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: A brick dwelling under iron roof comprising three bedrooms, bathroom, lounge, kitchen and garage.

*The material conditions of public auction:*

1. The sale shall be without reserve and voetstoots.
2. The purchaser will pay all costs of transfer of the property into his name, including but not limited to municipal rates, transfer duty and VAT, where applicable, Sheriff's commission on the sale and interest, plus a deposit of at least 10% (ten per cent) of the sale price.
3. The full conditions of sale may be inspected at the Magistrate's Court or the Sheriff, Benoni.

Signed at Benoni on this 3rd day of March 1997.

H. J. Falconer, for A. E. Cook, Cook & Falconer, Attorneys for Judgment Creditor, Second Floor, Permanent Building, 47 Prince's Avenue, Benoni. (Tel. 845-2700.) (Ref. Mr Falconer/rb.)

Case No. 10506/92

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and DINA SARAH SINDANE, First Execution Debtor, and SIMON SINDANE, Second Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Benoni and a warrant of execution dated 19 October 1992, the residential property listed hereunder will be sold voetstoots in execution on Friday, 25 April 1997 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 15820, Tsakane Extension 5 Township, Registration Division IR, the Province of Gauteng, measuring 264 (two hundred and sixty-four) square metres, also known as Erf 15820, Tsakane Extension 5, Brakpan.

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:  
A brick/plaster dwelling under tiled roof. *Improvements:* Bedroom, bathroom, lounge and kitchen.

*The material conditions of public auction:*

1. The sale shall be without reserve and voetstoots.

2. The purchaser will pay all costs of transfer of the property into his name, including but not limited to municipal rates, transfer duty and VAT, where applicable, Sheriff's commission on the sale and interest, plus a deposit of at least 10% (ten per cent) of the sale price.

3. The full conditions of sale may be inspected at the office of the Magistrate's Court or the Sheriff, Brakpan.

Signed at Benoni on this 3rd day of March 1997.

H. J. Falconer, for A. E. Cook Cook & Falconer, Attorneys for Judgment Creditor, Second Floor, Permanent Building, 47 Prince's Avenue, Benoni. (Tel. 845-2700.) (Ref. Mr Falconer/rb.)

Case No. 224/93

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and SYDNEY MASHOBANE MASHININI, First Execution Debtor, and LYDIA STEMBILE MASHININI, Second Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Benoni and a warrant of execution dated 13 February 1993, the residential property listed hereunder will be sold voetstoots in execution on Friday, 25 April 1997 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 18306, Tsakane Extension 8 Township, Registration Division IR, Province of Gauteng, measuring 322 (three hundred and twenty-two) square metres, also known as Erf 18306, Tsakane Extension 8, Brakpan.

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: A semi-face brick dwelling under tiled roof comprising: *Improvements:* Two bedrooms, bathroom, lounge and kitchen.

*The material conditions of public auction:*

1. The sale shall be without reserve and voetstoots.

2. The purchaser will pay all costs of transfer of the property into his name, including but not limited to municipal rates, transfer duty and VAT, where applicable, Sheriff's commission on the sale and interest, plus a deposit of at least 10% (ten per cent) of the sale price.

3. The full conditions of sale may be inspected at the office of the Magistrate's Court or the Sheriff, Brakpan.

Signed at Benoni on this 3rd day of March 1997.

H. J. Falconer, for A. E. Cook Cook & Falconer, Attorneys for Judgment Creditor, Second Floor, Permanent Building, 47 Prince's Avenue, Benoni. (Tel. 845-2700.) (Ref. Mr Falconer/rb.)

Saak No. 14156/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

**In die saak tussen NEDCOR BANK, Eiser, en DIE TRUSTEE VAN TYD TOT TYD VAN DIE J P B VENTER TRUST, Verweerder**

Ingevolge 'n uitspraak van die Landdroshof van Klerksdorp, en lasbrief vir eksekusie teen goed met datum 17 Desember 1996, sal die ondervermelde eiendom op Vrydag, 25 April 1997 om 10:00, te die kantore van die Balju van die Landdroshof, Klerksdorp, te Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 509, Wilkoppies-uitbreiding 4, groot 1 515 vierkante meter, ook bekend as Hancockstraat 7, Wilkoppies, Klerksdorp.

Onderhewig aan die volgende voorwaardes:

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

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 19,5% (negentien komma vyf persent) per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees maar word nie gewaarborg nie: 'n Enkel-verdiepingwoning bestaande uit drie slaapkamers, een en 'n halwe badkamer, sitkamer, televisiekamer, kombuis, eetkamer en motorhuis.

4. *Voorwaardes van verkoop*: Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof, Klerksdorp, nagesien word.

Gedateer te Klerksdorp op hierdie 10de dag van Maart 1997.

A. H. Snyman, vir Oosthuizen Du Plooy & Vennote, Derde Verdieping, Eerste Nasionale Bankgebou, Kerkstraat 58 (Posbus 22), Klerksdorp, 2570. (Verw. mnr. A. H. Snyman/CN/V3.96)

Case No. 12106/96

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

**In the matter between UNITED BANK (a division of ABSA BANK LTD), Execution Creditor, and VINCENT SHANE NICHOLLS, First Execution Debtor, and SANDRA CATHRINE THORA NICHOLLS, Second Execution Debtor**

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, where Property Mart CC Auctioneers will be the auctioneer, duly authorised thereto, on Tuesday, 24 April 1997 at 10:00, at the premises situated at 10 Van Rooyen Street, Strubenvale, Springs, without reserve to the highest bidder:

Certain Portion 29 of Erf 1272, Strubenvale Township, Registration Division IR, Gauteng, also known as 10 Van Rooyen Street, Strubenvale, Springs, measuring 791 square metres, held by Deed of Transfer T8570/96.

*Zone*: Residential 1.

*Improvements*: The following improvements on the property are reported, though in this regard nothing is guaranteed: *Main building*: Brick building, iron roof, consisting of three bedrooms, lounge, dining-room, TV room, kitchen, bathroom and toilet. *Outbuildings*: Servant's room and toilet.

*Sundries*: Nil.

*Material conditions of sale*:

1. The property shall be sold without reserve and to the highest bidder, subject to the title deeds.  
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 19% (nineteen per cent) per annum against transfer to be secured by a bank guarantee to be approved by the 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 office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, as well as at the office of Property Mart CC Auctioneers at First Floor, 224 Louis Botha Avenue, Orange Grove, Johannesburg.

Dated at Springs this 14th day of March 1997.

A. F. Jansen, for Bennett McNaughton & Jansen, Attorneys for Execution Creditor, Prudentia Building, 65 Fifth Street, Springs. (Tel. 812-1525.)

Saak No. 146/95

IN DIE LANDDROSHOF VIR DIE DISTRIK SWARTRUGGENS GEHOU TE SWARTRUGGENS

**In die saak tussen SWARTRUGGENS MUNISIPALITEIT, Vonniseiser, en C. F. J. VAN TONDER, Vonnisskuldenaar**

As gevolg van 'n vonnis van die Landdroshof, Swarttruggens, en 'n lasbrief vir eksekusie gedateer 1 Oktober 1996, sal die volgende eiendom verkoop word per eksekusie op 30 April 1997 om 10:00, voor die Landdroskantoor, Jan van Riebeeckstraat, Swarttruggens:

Erf 477 (Bekkerstraat, Swarttruggens), geleë in die dorp Rodeon, Registrasieafdeling JP, provinsie Noordwes, groot 2 677 (twee ses sewe sewe) vierkante meter.

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

2. Daar is geen verbetering nie.

3. Die koopprys is betaalbaar in kontant op datum van verkoping en sal die koper ook aanspreeklik wees vir die betaling van die afslaerskommissie en die BTW daarop.

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

Geteken te Koster hierdie 6de dag van Maart 1997.

J. Bisschoff, vir Bisschoff Prokureurs, Eiser se Prokureur, Jamesonweg (Posbus 1), Koster. [Tel. (0142) 43-2000/1.]

Saak No. 17975/95

## IN DIE HOËRHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en BYDLINSKI, ANDREW JERZY, Verweerder**

Ter uitwinning van 'n vonnis van die Hoërhof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak en 'n lasbrief tot uitwinning uitgereik op 14 September 1995, sal 'n verkoping van onroerende eiendom gehou word te die verkooplokaal van die Balju van die Hoërhof, Johannesburg-Oos, te Jutstraat 69, Braamfontein, op 24 April 1997 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die vendusiaafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hoërhof te Jutstraat 69, Braamfontein, 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 Gedeelte 1 van Erf 1535, Bezuidenhoutsvlei-dorpsgebied, Registrasieafdeling IR, Gauteng, groot 496 vierkante meter, gehou kragtens Akte van Transport T27070/1993.

**Beskrywing:** 'n Woonhuis geleë te Tweede Laan 107, Bezuidenhoutsvlei, Johannesburg, en bestaande uit ingang, sitkamer, drie slaapkamers, badkamer, toilet en stort en kombuis. Enkelmotorhuis, bediendekamer met toilet en stort en 'n stoorkamer.

**Terme:** Tien persent (10%) van die koopprys en afslaaersgelde [5% (vyf persent) 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 op hierdie 14de dag van Maart 1997.

Scholtz, Honey & Vennote, Eiser se Prokureurs, Negende Verdieping, North Stategebou, hoek van Mark- en Kruisstraat, Johannesburg. (Tel. 472-1318.) (Balju/Afslaer se Tel. 403-3501.) (Verw. mnr. Scholtz/vb/CT1240.)

Saak No. 11151/92

## IN DIE HOËRHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen BANKORP BEPERK, Eiser, en HEINE, TERRY GORDON, Verweerder**

Ter uitwinning van 'n vonnis van die Hoërhof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak en 'n lasbrief tot uitwinning uitgereik op 18 September 1992, sal 'n verkoping van onroerende eiendom gehou word te die verkooplokaal van die Balju van die Hoërhof, Halfweghuis, te Jamessingel 45, Halfweghuis, 23 April 1997 om 13:00, van die ondervermelde eiendom op die voorwaardes wat deur die vendusiaafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hoërhof te Halfweghuis 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 743, Noordwyk-uitbreiding 5, Registrasieafdeling JR, Gauteng, groot 1 000 vierkante meter, gehou kragtens Akte van Transport T12876/1984.

**Beskrywing:** 'n Woonhuis geleë te Frederickrylaan 743, Midrand en bestaande uit drie slaapkamers, twee badkamers, sitkamer, eetkamer, familiekamer, kombuis, dubbelmotorhuis en bediendekamer met toilet.

**Terme:** Tien persent (10%) van die koopprys en afslaaersgelde [5% (vyf persent) 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 3de dag van Maart 1997.

Scholtz, Honey & Vennote, Eiser se Prokureurs, Negende Verdieping, North Stategebou, hoek van Mark- en Kruisstraat, Johannesburg. (Tel. 472-1318.) (Balju/Afslaer se Tel. 315-1407/39/43.) (Verw. mej. Greeff/lk/CT0601.)

Saak No. 28497/94

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en KHANYI, SAKHEPHI ELEC, Verweerder**

Ter uitwinning van 'n vonnis van die Hoërhof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak en 'n lasbrief tot uitwinning uitgereik op 22 Desember 1994, sal 'n verkoping van onroerende eiendom gehou word te die verkooplokaal van die Balju van die Hoërhof, Johannesburg-Suid, te Jutastaat 69, Braamfontein, op 24 April 1997 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die vendusieafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hoërhof 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 590, Meredale-uitbreiding 4-dorpsgebied, Registrasieafdeling IQ, Gauteng, groot 1 000 vierkante meter, gehou kragtens Akte van Transport T10401/1994.

**Beskrywing:** 'n Woonhuis geleë te Byvangerlaan 39, Meredale-uitbreiding 4, Johannesburg en bestaande uit 'n ingang, sitkamer, eetkamer, familiekamer, drie slaapkamers, twee badkamers en kombuis. Dubbelmotorhuis, bediendekamer en badkamer.

**Terme:** Tien persent (10%) van die koopprys en afslaaersgelde [5% (vyf persent) 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 14de dag van Maart 1997.

Scholtz, Honey & Vennote, Eiser se Prokureurs, Negende Verdieping, North Stategebou, hoek van Mark- en Kruisstraat, Johannesburg. (Tel. 472-1318.) (Balju/Afslaer se Tel. 683-8261.) (Verw. mnr. Scholtz/vb/CA0437.)

Saak No. 25157/95

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en HEWITT, JOHN JAMES, Eerste Verweerder, en HEWITT, KATHARINE, Tweede Verweerder**

Ter uitwinning van 'n vonnis van die Hoërhof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogenoemde saak en 'n lasbrief tot uitwinning uitgereik op 12 Desember 1995, sal 'n verkoping van onroerende eiendom gehou word te die verkooplokaal van die Balju van die Hoërhof, Randburg, te Elna Randhof 9, hoek van Selkirk- en Blairgowrierylaan, Blairgowrie, Randburg, op 22 April 1997 om 10:00, van die ondervermelde eiendom op die voorwaardes wat deur die Vendusieafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju van die Hoërhof, Elna Randhof 9, hoek van Selkirk- en Blairgowrierylaan, Blairgowrie, Randburg, 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 Gedeelte 22 van Erf 737, Bromhof-uitbreiding 37-dorpsgebied, Registrasieafdeling IQ, Gauteng, groot 271 vierkante meter, gehou kragtens Akte van Transport T49720/1994.

**Beskrywing:** 'n Wooneenheid geleë te Souvignon 22, Hawkenstraat, Bromhof-uitbreiding 37 en bestaande uit sitkamer, eetkamer, drie slaapkamers, badkamer met stort, kombuis en motorafdek.

**Terme:** Tien persent (10%) van die koopprys en afslaaersgelde [5% (vyf persent) 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 14de dag van Maart 1997.

Scholtz, Honey & Vennote, Eiser se Prokureurs, Negende Verdieping, North Stategebou, hoek van Mark- en Kruisstraat, Johannesburg. (Tel. 472-1318.) (Balju/Afslaer se Tel. 787-5980.) (Verw. mnr. Scholtz/vb/CU0118.)

## Case No. 287/97

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

**In the matter between NBS BANK LIMITED, Plaintiff, and PETRUS FRANCOIS DU TOIT, First Defendant, and  
EVA MAGRIETA CRISTIENA DU TOIT, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Germiston on 10 February 1997, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 5 May 1997 at 10:00, at the Sheriff's Office, United Building, Third Floor, 177 President Street, Germiston, to the highest bidder:

A unit consisting of—

(i) Section 24, as shown and more fully described on Sectional Plan SS24/1996 in the scheme known as Catalina Bay in respect of the land and building or buildings situated at Airport Park Extension 2 Township, in the area of the Transitional Local Council of Greater Germiston, of which the floor area, according to the said sectional plan is 71 (seventy-one) square metres in extent; and

(ii) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST22272/96, situated at 24 Catalina Bay, End Street, Airport Park Extension 2, Germiston.

The following improvements are reported to be on the property, but nothing is guaranteed: A flat comprising lounge, kitchen, three bedrooms, bathroom and w.c. *Common facilities:* Pool, garden, drying area, parking, paving and guardhouse.

*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, Germiston South.

Dated at Boksburg on this 17th day of March 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00630/Mrs Kok.)

## Case No. 1033/97

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 MARK ANTHONY VAN RENSBURG,  
First Defendant, and GARY FRANCIS COOPER, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 6 February 1997 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 5 May 1997 at 10:00, at the office of the Sheriff, Third Floor, United Building, 177 President Street, Germiston, to the highest bidder:

Certain Erf 145, Rondebult Township, situated on 16 Loskop Street, Rondebult, in the Township of Rondebult, District of Germiston, measuring 991 (nine hundred and ninety-one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising lounge, dining-room, TV room, kitchen, three bedrooms, one and a half bathrooms, shower and two w.c.'s. *Outbuildings:* Four garages, servant's room, w.c, pool, lapa, brick paving, screen walls and security doors.

*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, Germiston.

Dated at Germiston on this 18th day of March 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg; Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. N00632/Mrs Kok.)

## Case No. 3792/96

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

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and ROBERT JOHN WILLIAM  
MC FERREN, First Defendant, and JOHANNA SUSANNA SOPHIA MC FERREN, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 3 July 1996 and writ of execution issued thereto, the property listed hereunder will be sold in execution on 9 May 1997 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

Certain Erf 1048, Vandykpark Township, situated on 24 Silverleaf Street, Vandykpark, in the Township of Vandykpark, District of Boksburg, measuring 765 (seven hundred and sixty-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising lounge, kitchen, three bedrooms, one and a half bathrooms, w.c., concrete drive, concrete walls and gates.

*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 17th day of March 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00527/Mrs Kok.)

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**Case No. 4235/91**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARTIN EDWARD GROEP, First Defendant, and TAPHESINE MINNIE GROEP, Second Defendant**

On the 25 April 1997 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Portion 162 (portion of Portion 1) of Erf 846, Reigerpark Extension 1, Registration Division IR, Province of Gauteng, situated at 162 Johnny Arends Street, Reigerpark Extension 1, Boksburg.

*Improvements:* Detached single storey brick residence consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room and outbuildings comprising garage.

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus Sheriff's commission on the day of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, rates, taxes and other charges payable to the local authority.

4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.

5. No warranty is given in relation to the nature or description of the improvements.

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

Dated at Boksburg on this 14th day of March 1997.

Tuckers Inc., Second Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H01267.)

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**Case No. 7153/91**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOSEPH JIMMY SKHOSANA, First Defendant, and MARRIAM SKHOSANA, Second Defendant**

On the 25 April 1997 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 3213, Vosloorus, Registration Division IR, Province of Gauteng, situated at 3213 Khoza Street, Vosloorus, Boksburg.

*Improvements:* Detached single storey brick residence consisting of two bedrooms, bathroom, kitchen and lounge.

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus Sheriff's commission on the day of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, rates, taxes and other charges payable to the local authority.

4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.

5. No warranty is given in relation to the nature or description of the improvements.

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

Dated at Boksburg on this 14th day of March 1997.

Tuckers Inc., Second Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H010.)

Case No. 11193/92

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MAJORO SAMUEL SELIANA, First Defendant, and FUNIWE MARIA SELIANA, Second Defendant**

On the 25 April 1997 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Right of Leasehold in respect of Erf 1989, Vosloorus Extension 3, Registration Division IR, Province of Gauteng, situated at 1989 Vosloorus Extension 3, Boksburg.

*Improvements:* Detached single storey brick residence consisting of two bedrooms, bathroom, kitchen and lounge.

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus Sheriff's commission on the day of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, rates, taxes and other charges payable to the local authority.

4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.

5. No warranty is given in relation to the nature or description of the improvements.

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

Dated at Boksburg on this 12th day of March 1997.

Tuckers Inc., Second Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H0679.)

Case No. 27631/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and BATES, ROBIN MURRAY, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the offices of the Sheriff, Kempton Park, at 8 Park Street, Kempton Park, on 24 April 1997 at 10:00, of the undermentioned property of the Defendant on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Kempton Park, prior to the sale:

Certain Erf 1719, Glen Marais Extension 2 Township, situated at 29 Hardekool Street, Glen Marais, Kempton Park, measuring 975 (nine hundred and seventy-five) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof comprising a lounge, kitchen, three bedrooms, two bathrooms, family/TV room, two toilets and two garages.

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

Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

Dated at Benoni on this 3rd day of March 1997.

Hammond Pole & Dixon, c/o Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 422-1350.) (Ref. N57105/Mrs West.)

Saak No. 9657/92

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

**In die saak tussen NBS BANK LIMITED, Eiser, en D. W. NORGATE, Verweerder**

Ten uitvoering van 'n vonnis in die Landdroshof, Alberton, gedateer 26 Januarie 1993 en 'n lasbrief vir eksekusie gedateer 8 Oktober 1996, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Woensdag, 23 April 1997 om 10:00, deur die Balju vir die Landdroshof te St Columbweg 8, New Redruth, Alberton, naamlik:

Sekere Erf 820, Brackenhurst-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Overburystraat 34, Brackenhurst, Alberton, groot 1 530 vierkante meter, gehou deur Dennis William Norgate en Megan Debra Norgate, onder Akte van Transport T29703/89.

*Sonering:* Residensieel.

*Spesiale gebruiksvoorwaardes of vrystellings:* Geen.

Die Vonnisskuldeiser beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: *Hoofgebou:* Gepleisterde mure met teëldak bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, stort en twee toilette. *Buitegeboue:* Motorhuis, bediendekamer, toilet en swembad.

*Terme en voorwaardes van verkoping:*

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 19,25% (negentien komma twee vyf persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingwaarborg. Indien die eiser die koper is, sal geen deposito betaal word nie.

2. *Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju, te St Columbweg 8, New Redruth, Alberton.

Gedateer te Alberton op hede die 14de dag van Maart 1997.

Klopper Jonker Ingelyf, Prokureurs vir die Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton. (Tel. 907-9813.) (Verw. N102/E. Ungerer/PP.)

Case No. 2006/96

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

**In the matter between NBS BANK LIMITED, formerly known as NATAL BUILDING SOCIETY LIMITED (Reg. No. 87/01384/06), Plaintiff, and ZANELE GLORIA MSIBI, First Defendant, and ZANDILE GLADYS MSIBI, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 15 April 1996 and a writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 9 May 1997 at 11:15, at the office of the Sheriff, 182 Leeuwoort Street, Boksburg, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Erf 17084, Vosloorus Extension 25 Township, situated on 17084 Mohlopi Crescent, Vosloorus Extension 25, in the Township of Vosloorus Extension 25, District of Boksburg, measuring 336 (three hundred and thirty-six) square metres.

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

*The conditions of sale:*

The purchase price will be payable as to a deposit in cash of 10% (ten per 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 17th day of March 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00434/Mrs Kok.)

Case No. 1957/97

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and PATRICIA MONICA TSUEGOFATSO SEIPHEMO, Defendant**

Notice is hereby given that on 23 April 1997 at 10:00, the undermentioned property will be sold by public auction at the Offices of the Sheriff, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, pursuant to a judgment in this matter granted by the above Honourable Court, on 24 February 1997, namely:

Certain right of leasehold in respect of Erf 14910, Kagiso Extension 11, Registration Division IR, Province of Gauteng, situated at 14910 Kagiso Extension 11, Krugersdorp.

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

The full conditions of sale may be inspected at the offices of the Sheriff's Office, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, and will be read out prior to the sale.

Dated at Boksburg on this the 14th day of March 1997.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref Mrs L. Pinheiro/S16.)

Case No. 687/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SEKGWANE REX SEHOPE, First Defendant, and REGINA LETTIE MVUBU, Second Defendant**

On 25 April 1997 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 18354, Vosloorus Extension 25, Registration Division IR, Province of Gauteng, situated at 18354 Vosloorus Extension 25, Boksburg.

*Improvements:* Detached single storey brick residence consisting of two bedrooms, bathroom, kitchen and lounge.

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, rates, taxes and other charges payable to the local authority.

4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.

5. No warranty is given in relation to the nature or description of the improvements.

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

Dated at Boksburg on this the 12th day of March 1997.

Tuckers Inc., Second Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H02066.)

Case No. 909/93

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MALAMBANE ZACHARIAH NGWENYA, First Defendant, and NOMQEBELO BETTY NGWENYA, Second Defendant**

On 25 April 1997 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoot Street, Boksburg:

Certain Erf 2476, Vosloorus, Registration Division IR, Province of Gauteng, situated at 2476 Jiyane Street, Vosloorus, Boksburg.

*Improvements:* Detached single storey brick residence consisting of two bedrooms, bathroom, kitchen and lounge.

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, rates, taxes and other charges payable to the local authority.

4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.

5. No warranty is given in relation to the nature or description of the improvements.

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

Dated at Boksburg on this the 14th day of March 1997.

Tuckers Inc., Second Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H754.)

**Case No. 9548/96**

**IN THE HIGH COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NEIL DAVID MEDINA, First Defendant, and  
ALTHEA MAUREEN MEDINA, Second Defendant**

Notice is hereby given that on 25 April 1997 at 11:15, the undermentioned property will be sold by public auction at the Office of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, pursuant to a judgment in this matter granted by the above Honourable Court on 30 October 1996, namely:

Certain Erf 329, Delmore Park Extension 2, Registration Division IR, Province of Gauteng, situated at 16 Katonkel Street, Delmore Park Extension 2, Boksburg.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Boksburg.

Dated at Boksburg on this 14th day of March 1997.

Tuckers Inc., for C. M. Klinkert, Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref Mrs L. Pinheiro/H09167.)

**Case No. 28178/96**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NAIDOO, PHOOBALEN, First Defendant, and NAIDOO,  
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, Springs, at 56 12th Street, Springs, on 25 April 1997 at 11:00, of the undermentioned property of the Defendants, on the conditions to be read out by the Sheriff at the time of the sale and which conditions may be inspected at the offices of the Sheriff, Springs, prior to the sale:

Certain Erf 890, Bakerton Extension 4 Township, Registration Division IR, Province of Gauteng, situated at 4 Teak Road, Bakerton, Springs, measuring 883 (eight hundred and eighty-three) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Building built of brick and plaster, tiled roof comprising lounge, dining-room, kitchen, four bedrooms, two bathrooms, family room, study and two garages.

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

Dated at Benoni this 13th day of March 1997.

Hammond Pole & Dixon, c/o Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 422-1350.) (Ref. N57111/ Mrs West.)

## Case No. 12101/96

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

**In the matter between UNITED BANK (a division of ABSA BANK LTD), Execution Creditor, and JAMES WEATHERALL MCGILL, Execution Debtor**

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, where Property Mart CC Auctioneers will be the auctioneer, duly authorised thereto, on Thursday, 24 April 1997 at 12:00, at the premises situated at 10 Kafue Avenue, Selcourt, Springs, without reserve to the highest bidder:

Certain 662 Selcourt Township, Registration Division IR, Gauteng, also known as 10 Kafue Avenue, Selcourt, Springs, measuring 1 885 square metres, held by Deed of Transfer T7226/95.

*Zone:* Residential 1.

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

*Main building:* Brick building under tiled roof consisting of lounge, dining-room, kitchen, bathroom and three bedrooms. *Outbuildings:* Garage, servant's room and toilet. *Sundries:* Nil.

1. The property shall be sold without reserve and to the highest bidder, subject to the title deeds.
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 day of the sale and the balance plus interest at the rate of 19% (nineteen per cent) per annum against transfer to be secured by a bank guarantee to be approved by the 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 office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, as well as at the office of Property Mart CC Auctioneers at 244 First Floor, Louis Botha Avenue, Orange Grove, Johannesburg.

Dated at Springs this 18th day of March 1997.

A. F. Jansen, for Bennett McNaughton & Jansen, Attorneys for Execution Creditor, Prudentia Building, 65 Fifth Street, Springs. (Tel. 812-1525.)

## Case No. 48364/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and HENNIE SCHEEPERS, First Defendant, and ANITA JACOBA SCHEEPERS, Second Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 23 August 1996, and the subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 15 May 1997 at 10:00, at Room 603A, Sixth Floor, Olivetti House, corner of Schubart and Pretorius Streets, Pretoria, to the highest bidder:

Certain Remaining Extent of Erf 43, situated in the Township of Daspoort, Registration Division JR, Province of Gauteng, measuring 992 square metres, situated at 920 Ribben Street, Daspoort, 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, kitchen, scullery, three bedrooms, bathroom, shower and toilet; and flat with lounge, kitchen, bedroom, bathroom and toilet. *Outbuildings:* Double garage and store. *Other:* Concrete and brick walls and gates, drive and pavings and swimming-pool and area.

*Payment:* The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance 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 House, corner of Schubart and Pretorius Streets, Pretoria.

Dated at Pretoria on this 20th day of March 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/N2101.)

Saak No. 3499/95

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

**In die saak tussen STADSRAAD VAN KLERKSDORP, Eiser, en  
NKGANETSANG PAUL BALATSENG, Verweerder**

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, in eksekusie verkoop op 25 April 1997 om 10:00:

Gedeelte 213 van die Plaas 402, geleë in die dorp Elandsheuwel (bekend as Koekemoerstraat 29B, Collerville), Registrasieafdeling IP, Transvaal, groot 503 (vyfhonderd-en-drie) vierkante meter, gehou kragtens Akte van Transport T71028/94.

*Beskrywing:* Ingangsportaal, kombuis, eetkamer, sitkamer, badkamer en toilet ineen en vier slaapkamers.

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

1. dat 'n deposito van 10% (tien persent) van die koopprys onmiddellik in kontant betaalbaar is;
2. die balanskoopprys met rente daarop teen 15,5% (vyftien komma vyf persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank- of bouverenigingwaarborg; en
3. die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 11de dag van Maart 1997.

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

Case No. 4813/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between ABSA BANK LTD (ALLIED BANK DIVISION), Plaintiff, and  
K. P. LANDMAN, Defendant**

The following property will be sold in execution on 25 April 1997 at 11:00, at the office of the Sheriff, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Holding 245, Witpoort Estates, situated on Holding 245, Denne Road (formerly Heidelberg Road), Witpoort, Brakpan, measuring 4,0471 (four comma nought four seven one) hectares.

Property zoned Agricultural.

The property is improved, without anything warranted, by building comprises lounge, dining-room, two bedrooms, bathroom and kitchen; and granny flat which comprises lounge, bathroom and bedroom. *Outbuildings:* Double garage and wire fencing.

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

Hammond, Pole & Dixon Inc. (Ref. A00075/Mrs Whitson.)

Case No. 267/96

IN THE HIGH COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CHRISTOPHER MOSENEKE SELEBALO, First Defendant,  
and TSAMETSE SHERRINE SELEBALO, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held by the Sheriff of Oberholzer, in front of the Magistrate's Court, Van Zyl Smit Street, Oberholzer, on 25 April 1997 at 10:00, 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 7577 (previously Erf 70), situated in the Township of Khutsong Extension 1, Registration Division IQ, Gauteng, held by virtue of Deed of Leasehold TL35258/89, measuring 375 square metres, known as Erf 7577 (previously Erf 70) Khutsong Extension 1.

The following information is furnished, though in this regard nothing is guaranteed: The dwelling consists of lounge, kitchen, two bedrooms and bathroom.

**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, Oberholzer, within fourteen (14) days after the sale.

**Conditions:** The conditions of sale may be inspected at the offices of the Sheriff, Sheriff Oberholzer's Office, Plot 39, Central Avenue, Water's Edge, Oberholzer.

Dated at Pretoria this 19th day of March 1997.

Savage Jooste & Adams Inc., Plaintiff's Attorneys, Savage Jooste and Adams House, Hadevelds, 1267 Pretorius Street, Hatfield, Pretoria.

**Saak No. 654/95**

**IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON**

**In die saak tussen ABSA BANK BEPERK, Eiser, en DAVID FREDERICK GEORGE, Verweerder**

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging, gedateer 17 Desember 1996, sal die onderstaande eiendom verkoop word op 21 April 1997 om 14:00, te die Perseel te Plot 142, Walkerville, Meyerton:

Die volgende onroerende eiendom sal te koop aangebied word: Erf 142, geleë in die dorpsgebied van Walkerville, Registrasieafdeling IQ, provinsie Gauteng, groot 1,9840 (een komma nege agt vier nul) hektaar, gehou kragtens Akte van Transport T57249/1988, en ook bekend as Plot 142, Walkerville.

(Hierdie inligting word verskaf maar nie gewaarborg nie.)

**Verkoopvoorwaardes:**

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die bepalings van artikel 66 van die Wet op Landdroshowe (Wet No. 32 van 1944), soos gewysig en die regte van die verbandhouders en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees as volg:

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

(b) Die balans, tesame met rente daarop betaalbaar, bereken teen 21% (een-en-twintig persent) per jaar vanaf datum van verkoping tot en met datum van registrasie van transport van eiendom in naam van die koper, betaalbaar is in kontant 14 (veertien) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word binne 14 (veertien) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Landdroshof te Meyerton, betaal moet wees teen registrasie van die eiendom in die naam van die koper.

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

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

5. Die eiendom sal verkoop word onderhewig aan enige huidige huurtermyn.

Geteken te Meyerton op hede die 11de dag van Maart 1997.

Gerrie Odendaal Prokureur, Prokureur vir Eiser, Lochstraat 47 (Posbus 566), Meyerton. [Tel. (016) 62-0116.] (Verw. F. Uys/lvv.)

**Saak No. 2664/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON**

**In die saak tussen EERSTE NASIONALE BANK, Eiser, en JOHANNES CHRISTIAAN VAN ZYL, Verweerder**

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 9 Januarie 1997, sal die onderstaande eiendom verkoop word op 24 April 1997 om 10:00, by die kantore van die Balju, te Lochstraat 51, Meyerton:

Die volgende onroerende eiendom sal te koop aangebied word: Erf 8, geleë in die dorpsgebied van Riversdale, Registrasieafdeling IR, provinsie Gauteng, groot 2,8733 (twee komma agt sewe drie drie) hektaar, gehou kragtens Akte van Transport T24641/86, en ook bekend as Boundaryweg 38.

(Hierdie inligting word verskaf maar nie gewaarborg nie.)

**Verkoopvoorwaardes:**

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die bepalings van artikel 66 van die Wet op Landdroshof (Wet No. 32 van 1944), soos gewysig en die regte van die verbandhouders en ander preferente krediteure.

2. Die koopprys sal betaalbaar wees as volg:

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

(b) Die balans, tesame met rente daarop betaalbaar, bereken teen 21% (een-en-twintig persent) per jaar vanaf datum van verkoping tot en met datum van registrasie van transport van eiendom in naam van die koper, betaalbaar is in kontant 14 (veertien) dae vanaf datum van verkoping deur middel van 'n erkende bank- of bougenootskapwaarborg, gelewer te word binne 14 (veertien) dae na die dag van verkoping en welke waarborg vry van kommissie aan die Balju, Landdroshof te Meyerton, betaal moet wees teen registrasie van die eiendom in die naam van die koper.

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

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

5. Die eiendom sal verkoop word onderhewig aan enige huidige huurtermyn.

Geteken te Meyerton op hede die 6de dag van Maart 1997.

Gerrie Odendaal Prokureur, Prokureur vir Eiser, Lochstraat 47 (Posbus 566), Meyerton. [Tel. (016) 62-0116.]  
(Verw. G. H. Odendaal/sc.)

**Saak No. 16253/96**

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

**In die saak tussen DIE BEHERENDE LIGGAAM VAN DRAKENSBERG REGSPERSOON, Eiser, en  
mnr. J. VAN WYK, Eerste Verweerder, en mev. M. R. VAN WYK, Tweede Verweerder**

Ten uitvoering van 'n vonnis toegestaan deur bovermelde Agbare Hof op 27. Maart 1996 en 'n daaropvolgende lasbrief vir eksekusie, sal die volgende eiendom wat uitwinbaar verklaar is, in eksekusie verkoop word aan die hoogste bieder op 24 April 1997 om 10:00, te Kamer 603A, Sesde Verdieping, Olivetti Huis, hoek van Schubart- en Pretoriusstraat, Pretoria, te wete:

1. (a) *Akteskantoorbeskrywing:* Eenheid 54, geleë in die dorp Pretoria, Metropolitaanse Substruktuur, Skemanommer SS74/82, groot 74 vierkante meter, onder geregistreerde Titelnommer ST1204/1994.

(b) *Straatadres:* Drakensbergwoonstelle 604, Skinnerstraat 195, Pretoria.

(c) Die volgende inligting word verskaf alhoewel geen waarborg in hierdie verband daarmee gegee kan word nie: Een en 'n halwe slaapkamerwoonstel, badkamer en toilet, sit- en eetkamer en kombuis.

**2. Verkoopvoorwaardes:**

2.1 Die eiendom sal verkoop word, sonder reserwe aan die hoogste bieder en die verkoping sal onderworpe wees aan die bepalings van die Wet op Landdroshof, Wet No. 32 van 1944, soos gewysig, asook die reëls daarkragtens neergelê.

2.2 10% (tien persent) van die koopprys sal betaalbaar wees in kontant op die dag van die verkoping.

2.3 Die volledige verkoopvoorwaardes lê vir inspeksie ter insae te Olivettihuis, Kamer 607, hoek van Schubart- en Pretoriusstraat, Pretoria, asook te die Landdroshof van Pretoria, Pretoriusstraat, Pretoria, en sal deur die Balju voor die verkoping uitgelees word.

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

Geteken te Pretoria op hierdie 18de dag van Maart 1997.

E. Y. Stuart, Prokureurs vir Eiser, Eerste Verdieping, Edward Chambers, Paul Krugerstraat 336, Pretoria. (Tel. 322-2401.)  
(Verw. M. L. Stuart/IPG/8216.)

Saak No. 23725/96

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en VAN WYK, JAN, Eerste Verweerder, en VAN WYK, MARLEEN RACHEL, Tweede Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 6 Desember 1996 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Wes, op 24 April 1997 om 10:00, te Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria, verkoop:

**Sekere:** Deel 54, soos getoon en volledig beskryf op Deelplan SS74/82 in die skema bekend as Drakensberg, beter bekend as Drakensberg 604, Skinnerstraat 196, Pretoria, groot 74 (vier-en-sewentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n sit-/eetkamer, slaapkamer, badkamer/w.k., kombuis en toebalkon.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belastinge asook agterstallige erfbelastinge 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 Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria.

Dyason, Prokureurs vir Eiser, Leopond, Kerkstraat-Oos 451, Pretoria. (Tel. 322/8600.) [Verw. T. du Plessis/RK (FF 1116).]

Saak No. 16047

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, voorheen bekend as SAAMBOU NASIONALE BOUVERENIGING BEPERK, Eiser, en KUMMIRIN NAIDOO NO, in sy hoedanigheid as eksekuteur in die boedel van wyle COOPUSAMY MOONSAMY NAIDOO, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 12 September 1996 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Wes, op 24 April 1997 om 10:00, te Olivettigebou 603A, hoek van Pretorius- en Schubartstraat, Pretoria, verkoop:

**Sekere:** Erf 1047, geleë in die dorpsgebied van Laudium, Registrasieafdeling JR, Gauteng, beter bekend as Cinamonstraat 355, Laudium, groot 535 (vyfhonderd vyf-en-dertig) vierkante meter.

**Sonering:** Spesiale Woning.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit twee verdiepings met 'n sitkamer, eetkamer, portaal, gesinskamer, sewe slaapkamers, twee badkamers/w.k., kombuis en twee motorhuise.

Die koper moet 'n deposito van 10% (tien persent) van die koopprys, Balju se fooie, enige statutêre belastinge asook agterstallige erfbelastinge 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 Olivettigebou 202, hoek van Pretorius- en Schubartstraat, Pretoria.

Dyason, Prokureurs vir Eiser, Leopond, Kerkstraat-Oos 451, Pretoria. (Tel. 322/8600.) [Verw. T. du Plessis/RK (FF 0864).]

Saak No. 24107/96

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en VAN DER LINDE, IVON, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 6 Desember 1996, en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju, Pretoria-Wes, op 24 April 1997 om 10:00, te Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria, verkoop:

**Sekere** Gedeelte 50 van Erf 3318, Elandspoort-dorpsgebied, Registrasieafdeling JR, Gauteng, beter bekend as Vergeet-my-niestraat 187, Elandspoort, groot 540 (vyfhonderd en veertig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n sitkamer, eetkamer, drie slaapkamers, badkamer/wk, kombuis, motorafdak en buitetoilet.

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

Gemelde eiendom sal verkoop word op die voorwaardes wat uitgelees sal word deur die Balju ten tye van die verkoping, welke voorwaardes nagegaan kan word by die kantore van die Balju te Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/RK (FF 1148).]

Case No. 25280/96  
PH 416

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and ROOS, STEVEN JOHN, First Defendant, and  
ROOS, MAGDA, 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 De Klerk, Vermaak & Partners Inc., by the Sheriff, Vereeniging at Overvaal Building, 28 Kruger Avenue, Vereeniging, on 24 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 183, Rissiville, Registration Division IQ, Province of Gauteng, held under Deeds of Transfer T28250/1989, T22328/1966 and T39603/1994, situated at 10 Henry Street, Rissiville, area 1 325 square metres.

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

*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 18th day of March 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/N707.)

Case No. 13880/96

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

**In the matter between TRANSITIONAL LOCAL COUNCIL OF GERMISTON, Plaintiff, and  
S. and N. E. NQCOBO, Defendants**

A sale in execution of the property described hereunder will take place on 7 May 1997 at 10:00, and at the office of the Sheriff, Magistrate's Court, 8 St Columb Road, New Redruth, Alberton, to the highest bidder:

Erf 171, Roodebult Township, Registration Division IR, Gauteng, measuring 709, property known as 14 Pruirose Street, Roodebult, Alberton, comprising dining-room, lounge, three bedrooms, kitchen, two bathrooms, toilet, garage and outside building.

The conditions of sale may be inspected at the offices of the Sheriff, Magistrate's Court, at 8 St Columb Road, New Redruth, Alberton.

Wright Rose-Innes, Attorneys for the Plaintiff, 305 President Street, Germiston. (Ref. Mrs Bronkhorst/WM.)

Case No. 29270/96

PH 416

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and VAN DER BERG, SAREL PHILLIPPUS, First Defendant, and VAN DER BERG, MARIA SUSANNA, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc. by the Sheriff, Vereeniging, at Overvaal Building, 28 Kruger Avenue, Vereeniging, on 24 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 Plot 61, Buyscelia Agricultural Holding, Registration Division IR, Province of Gauteng, held under Deed of Transfer T7585/1991.

*Situation:* Plot 61, Buyscelia Agricultural Holding, area 2,7492 hectares.

*Improvements* (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, study, two garages and two carports.

*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 18th day of March 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/P400.)

Case No. 29269/96

PH 416

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and VAN DER BERG, SAREL PHILLIPPUS, First Defendant, and VAN DER BERG, MARIA SUSANNA, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of De Klerk, Vermaak & Partners Inc. by the Sheriff, Vereeniging, at Overvaal Building, 28 Kruger Avenue, Vereeniging, on 24 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 Plot 63, Buyscelia Agricultural Holding, Registration Division IR, Province of Gauteng, held under Deed of Transfer T82507/1990.

*Situation:* Plot 63, Buyscelia Agricultural Holding, area 3,4625 hectares.

*Improvements* (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room, two garages and two carports.

*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 18th day of March 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/P399.)

Case No. 28184/96  
PH 416IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SUNSHINE MOTORS CC, 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 De Klerk, Vermaak & Partners Inc. by the Sheriff, Vereeniging, at Overvaal Building, 28 Kruger Avenue, Vereeniging, on 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 1494, Ironsyde Agricultural Holdings, Registration Division IQ, Province of Gauteng, held under Deed of Transfer T428/1993.

*Situation:* 44 Alida Street, Ironsyde, Vereeniging. Area: 831 square metres.

*Improvements* (not guaranteed): Three bedrooms, two bathrooms, kitchen, lounge, dining-room and study.

*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 24th day of March 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/P389.)

Case No. 25974/96

IN THE HIGH COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and SOLANI STRIJDOM MUKANSI, First Defendant, and NOMBULELO LETITIA MUKANSI, Second Defendant**

A sale will be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths, Bon Accord), without reserve, on 25 April 1997 at 11:00, of:

Erf 621, situated in the township Amandasig Extension 10, Registration Division JR, Province of Gauteng, measuring 1 002 (one thousand and two) square metres, held by the Defendants under Deed of Transfer T35422/96, situated at 6 Buttonwood Street, Amandasig Extension 10.

Improvements, although in this respect nothing is guaranteed: Three-storey dwelling under tiled roof consisting of entrance hall, four bedrooms, two lounges, dining-room, family room, study room, kitchen, bathroom with toilet, toilet, dressing room, balcony, three garages, store, cellar and swimming-pool. Brick walls.

Inspect conditions at the office of the Sheriff, High Court Wonderboom.

A. Holtzhausen, for MacRobert, De Villiers, Lunnon & Tindall Inc., 23rd Floor, SAAU Building, corner of Schoeman and Andries Streets, Pretoria. (Tel. 339-8311.) (Ref. R3/M38439/mw.)

Case No. 12114/96

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

**In the matter between UNITED BANK (a Division of ABSA Bank Ltd), Execution Creditor, and MORNE BUTLER, Execution Debtor**

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, where Property Mart CC Auctioneers will be the auctioneer, duly authorised thereto, on Thursday, 24 April 1997 at 11:00, at the premises situated at 7 Mey Street, East Geduld Extension 2, Springs, without reserve to the highest bidder:

Certain 104 East Geduld Extension 2 Township, Registration Division IR, Gauteng, also known as 7 Mey Street, East Geduld Extension 2, Springs, measuring 892 (eight hundred and ninety-two) square metres, held by Deed of Transfer T48761/95.

*Zone:* Residential 1.

The following improvements on the property are reported, though in this regard nothing is guaranteed: *Main building:* Brick building under tiled roof consisting of kitchen, lounge/dining-room, three bedrooms, bathroom and toilet. *Outbuildings:* Single garage, servant's room and toilet. *Sundries:* Nil.

*Material conditions of sale:*

1. The property shall be sold without reserve and to the highest bidder, subject to the title deeds.
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 day of the sale and the balance plus interest at the rate of 19% (nineteen per cent) per annum against transfer to be secured by a bank guarantee to be approved by the 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 office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, as well as at the office of Property Mart CC Auctioneers at 244 First Floor, Louis Botha Avenue, Orange Grove, Johannesburg.

Dated at Springs this 18th day of March 1997.

A. F. Jansen, for Bennett McNaughton & Jansen, Attorneys for Execution Creditor, Prudentia Building, 65 Fifth Street, Springs. (Tel. 812-1525.)

**Case No. 12851/96**

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

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
SAMSON KEFILWE MMILE, First Defendant, and EVELYNE NONZENZA MMILE, Second Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff, Brits, at 9 Smuts Street, Brits, on Friday, 25 April 1997 at 08:30.

Full conditions of sale can be inspected at the office of the Sheriff, Brits, at 9 Smuts Street, Brits, and will be read out prior to the sale taking place.

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

*Property:* Erf 1033, situated in the Township of Lethlabile-B, Extension 1, Registration Division JQ, North West Province, measuring 216 (two hundred and sixteen) square metres and also known as 1033 Lethlabile-B Extension 1, Brits.

*Improvements: Dwelling:* Two bedrooms, bathroom, toilet, family room and kitchen.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Coetzee/Ln/F43.)

**Case No. 12885/96**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MDLULI, CROSBY, First Defendant, and  
ZULU, GLADYS, 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 South, at 69 Jutta Street, Braamfontein, on Thursday, 24 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 offices of the Sheriff, prior to the sale:

*Certain:*

1. A unit consisting of Section 5, as shown and more fully described on Sectional Plan SS37/1996, in the scheme known as Southern Villas East, in respect of the land and building or buildings situated at Naturena Township, in the Area of the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area, according to the said sectional plan, is 34 (thirty-four) square metres in extent; and

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

*Situation:* 5 Southern Villas East, Daphne Road, Naturena.

*Improvements (not guaranteed):* bedroom, bathroom and two other rooms.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale 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 10th day of March 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N7041E/mg/lf.)

Case No. 7308/93

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and ARTHUR, JAMES HAROLD JOHN, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 183, Naturena Township, Registration Division IQ, Transvaal, situated at 38 Marguerite Crescent, Naturena, area 804 (eight hundred and four) square metres.

*Improvements* (not guaranteed): Four bedrooms, three bathrooms, kitchen, three other rooms and garage.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 25th day of February 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N5918E/mgh/tf.)

Case No. 396/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and RAMODISA JOSEPH MANNE, Defendant**

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Odi, Zone 5, on 30 April 1997 at 10:00:

*Property:* Mortgagor's deed of grant rights in respect of Site 9866, situated in the Township of Ga-Rankuwa, Unit 1, District of Odi.

*Improvements:* Three bedrooms, Kitchen, lounge and bathroom.

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

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Odi, Stand 102, Zone 15, Garankuwa, and will also be read out by the Sheriff prior to the sale in execution.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/EMC/GT4589.)

Case No. 2654/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CONNIE RAATH, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the office of the Sheriff, Portion 83, De Onderstepoort (just north of the Sasko Mills), old Warmbaths Road, Bon Accord, on 9 May 1997 at 11:00:

*Property:* A unit consisting of Section 22, as shown and more fully described on Sectional Plan SS48/76, in the scheme known as Kiss-me-Quick, and an undivided share in the common property apportioned to the said person in accordance with the participation quota known as Flat 22, Kiss-me-Quick, Delia Street, Dorandia, Pretoria North.

*Improvements:* Two bedrooms, full bathroom, separate toilet, toilet with wash basin, kitchen, lounge, dining-room and garage.

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

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

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/EMC/GT4744.)

Case No. 21525/96

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JOHANNES CHRISTIAAN VAN WYK, First Defendant, and MARIA MAGDALENA JOHANNA VAN WYK, 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 Acting Sheriff, Bronkhorstspuit, in front of the Magistrate's Office, Bronkhorstspuit, on Wednesday, 23 April 1997 at 12:00, of the undermentioned property of the Defendants subject to the conditions of sale which are available for inspection at the offices of the Acting Sheriff, Bronkhorstspuit, at 30 Market Street, Bronkhorstspuit:

Portion 45 (a portion of Portion 21) of the farm Tweefontein 413, Registration Division JR, Transvaal, measuring 16,1377 hectare, held by virtue of Deed of Transfer T41822/93, known as 45 Tweefontein 413 JR, Tweefontein.

The following information is furnished with regard to improvements on the property although nothing in this respect is guaranteed: The property is zoned for agricultural purposes and has a dwelling-house with tiled roof consisting of an entrance hall, lounge, dining-room, study, kitchen, laundry, four bedrooms, two bathrooms/toilets, toilet, shower, dressing-room and entertainment area. Outbuildings consist of three garages and a store-room. There are two boreholes on the property.

Dated at Pretoria on this 20th day of March 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 HA3554.)

Case No. 19960/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and VUSIMUZI MICHAEL NYATHI, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the stores of the Sheriff, Mhala, Industrial Area of Thulamahashe, on Monday, 21 April 1997 at 15:00:

Full conditions of sale can be inspected at the Sheriff, Mhala, 43 Potgieter Street, Phalaborwa, and will be read out prior to the sale.

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

*Property:* Ownership Unit 195B, in the Township of Thulamahashe, District of Mhala.

*Improvements:* Single storey with two bedrooms, lounge, bathroom and kitchen.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT4473.)

Case No. 2469/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and  
KAP PATI MASHIGO, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court Offices, Mdotjana, on Tuesday, 29 April 1997 at 13:00:

Full conditions of sale can be inspected at the Sheriff, Nebo, 4 Klip Street, Groblersdal, 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 in the property known as Stand 1764B, in the Township Siyabuswa, District of Mdotjana.

*Improvements:* Single storey with two bedrooms, kitchen, lounge, bathroom 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/GT3009.)

Case No. 2652/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MBHANANINI ROBERT MHLONGO,  
First Defendant, and JANE ZODWA MHLONGO, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Sealene Road, Phalaborwa, on 25 April 1997 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Phalaborwa, 4 Tovanco Building, 20 Palm Avenue, Phalaborwa, and will also be read out by the Sheriff prior to the sale in execution.

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

*Property:* Erf 2737, in the Town of Phalaborwa Extension 8, Registration Division LU, Northern Province.

*Improvements:* Three bedrooms, bathroom, lounge, dining-room and kitchen.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/EMC/GT4742.)

Case No. 29838/95  
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 MKHIZE, MHLANGANYELWA  
ELPHAS, First Execution Debtor, and NGWENYA, NOMBUYISELO JOY, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 25 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 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Erf 18072, situated in the Township of Vosloorus Extension 25, Registration Division IR, Transvaal, being 18072 Vosloorus Extension 25, Boksburg, measuring 291 (two hundred and ninety-one) square metres.

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

Dated at Johannesburg this 7th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.1363.)

**Case No. 12628/95  
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  
SEKOBÉ, GOPOLANG 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, Krugersdorp, on 30 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, Krugersdorp, 22B Klaburn Court, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

All right, title and interest in and to the leasehold in respect of Erf 12264, situated in the Township of Kagiso Extension 6, Registration Division IQ, Gauteng, being 12264 Kagiso Extension 6, Krugersdorp, measuring 456 (four hundred and fifty-six) square metres.

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

Dated at Johannesburg this 10th day of March 1995.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/S686.)

**Case No. 3313/96  
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  
KHWELA, SIBONGILE JOYCE, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 25 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 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Erf 348, situated in the Township of Vosloorus Extension 5, Registration Division IR, Transvaal, being 348 Mopane Leres, c/o Lesika Street, Vosloorus Extension 5, Boksburg, measuring 311 (three hundred and eleven) square metres.

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

Dated at Johannesburg this 10th day of March 1997.

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

**Case No. 13661/96  
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 EEDEN, ANNELIZE, 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 5 May 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, United Building, Third Floor, 177 President Street, Germiston, prior to the sale:

Certain Erf 625, Delville Township, Registration Division IR, Gauteng, being 51 Elsburg Road, Delville, Germiston, measuring 1 587 (five thousand five 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 iron roof, comprising kitchen, two lounges, dining-room, two bedrooms, three bathrooms with outbuildings with similar construction comprising of servant's room and bathroom.

Dated at Johannesburg this 7th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/VA445.)

Case No. 1243/97

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 PREGUEIRO, EMIDIO DE SOUSA, First Execution Debtor, and PREGUEIRO, PAULA MARIA GONCALVES, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Germiston North, on 24 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, Germiston North, Fourth Floor, Standard Towers, President Street, Germiston, prior to the sale:

Certain Erf 895, Dowerglen Extension 5 Township, Registration Division IR, Gauteng, being 10 Marula Crescent, Dowerglen Extension 5, Edenvale, measuring 900 (nine hundred) 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, spa room and dressing room with outbuildings with similar construction comprising of double garage, servant's room, two bathrooms and swimming-pool.

Dated at Johannesburg this 10th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/P462.)

Case No. 20098/96

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 MNGOMEZULU, NONTOMBI EMMA MAGDELINE, 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 24 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 West, Third Floor, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 185, situated in the Township of Protea North, Registration Division IQ, Gauteng, being 185 Tshabangu Street, Protea North, Johannesburg, measuring 276 (two hundred and seventy-six) square metres.

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

Dated at Johannesburg this 10th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.1970.)

Case No. 25399/96  
PH 170IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between STANDARD BANK OF SA LIMITED, Judgment Creditor, and PARKER, BRIAN GEOFFREY, Judgment Debtor**

Be pleased to take notice that in execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve price will be held at the offices of the Sheriff Supreme Court, Johannesburg North, at 69 Juta Street, Braamfontein, Johannesburg, on 24 April 1997 at 10:00, of the undermentioned property of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Sheriff of the Supreme Court, at 131 Marshall Street, Johannesburg, prior to the sale:

Lot 416, Parkview Township, Registration Division IR, Transvaal, measuring 1 131 (one thousand one hundred and thirty one) square metres, held by the Mortgagor under Deed of Transfer T34539/87.

The following information is furnished regarding the improvements, although in this regard nothing is warranted: The above-mentioned property is a single storey dwelling consisting of entrance hall, lounge, kitchen, dining-room, family room, laundry, three bedrooms, two bathroom/w.c. and shower.

*Street address:* 64 Westmeath Road (corner Kildare Road), Parkview, Johannesburg.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of the transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale.

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

Dated at Johannesburg on this the 12th day of March 1997.

Young-Davis Inc., Sanlam Arena (Entrance 2), corner of Cradock Avenue and Baker Street, Rosebank. (Tel. 447-1808.) (Ref. Mr Garven/fm/S175.)

Saak No. 26409/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Transvaalse Provinsiale Afdeling)**In die saak tussen SAAMBOU BANK BEPERK, voorheen bekend as SAAMBOU NASIONALE BOUVERENIGING BEPERK, Eiser, en SMIT, HENRY BENJAMIN, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op 4 Februarie 1997, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Sentraal, op 22 April 1997 om 10:00, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Deel 10, soos getoon en volledig beskryf op Deelplan SS104/84 in die gebou of geboue bekend as Poku, beter bekend as Pokuwoonstelle 2, Walkerstraat 491, Muckleneuk, groot 32 (twee-en-dertig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n woonvretrek, kombuis en badkamer.

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, Leopont, Kerkstraat-Oos 451, Pretoria. [Verw. T. du Plessis/RK (FF 1204.)) (Tel. 322-8600.)

Saak No. 26404/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA  
(Transvaalse Provinsiale Afdeling)**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en ZOVITSKY, DAVID GEORGE BOWGER, VERWEERDER**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op 3 Februarie 1997, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Sentraal, op 22 April 1997 om 10:00, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Deel 160, soos getoon en volledig beskryf op Deelplan SS61/80 in die skema bekend as Muckleneuk Lanterns; beter bekend as Muckleneuk Lanterns 625, Walkerstraat 367, Muckleneuk, groot 43 (drie-en-veertig) vierkante meter.

Die eiendom is verbeter en bestaan uit sit-/eetkamer, slaapkamer, badkamer/wk. en kombuis.

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, Leopont, Kerkstraat-Oos 451, Pretoria. [Verw. T. du Plessis/RK (FF 1203.)) (Tel. 322-8600.)

**Saak No. 23777/96**

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

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en VAN RENSBURG, ANITA PETRONELLA HENDRINA, Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op 29 November 1996, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Sentraal, op 22 April 1997 om 10:00, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Deel 3, soos getoon en vollediger beskryf op Deelplan SS164/82 in die skema bekend as Queenswood Gardens, beter bekend as Queenswood Gardens 103, Garrettstraat 253, Queenswood, groot 91 (een-en-negentig) vierkante meter.

Die eiendom is verbeter en bestaan uit sit-/eetkamer, drie slaapkamers, twee badkamers/toilette, kombuis en garage.

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, Leopont, Kerkstraat-Oos 451, Pretoria. [Verw. T. du Plessis/RK (FF 1109.)) (Tel. 322-8600.)

**Saak No. 24109/96**

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

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MOKOENA, MPOMO JANUARY, Eerste Verweerder, en MOKOENA, MAMADI MAUREEN, Tweede Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika, Transvaalse Provinsiale Afdeling in bogemelde saak op 6 Desember 1996, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Sentraal, op 22 April 1997 om 10:00, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Deel 48, soos getoon en meer volledig beskryf op Deelplan SS108/82 in die skema bekend as Parkburg, beter bekend as Parkburg 103, Minnaarstraat 328, Pretoria, groot 60 (sestig) vierkante meter.

Die eiendom is verbeter en bestaan uit sit-/eetkamer, slaapkamer, kombuis, badkamer/toilet en toe balkon.

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, Leopont, Kerkstraat-Oos 451, Pretoria. [Verw. T. du Plessis/RK (FF 1138.)) (Tel. 322-8600.)

Saak No. 24115/96

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

In die saak tussen **SAAMBOU BANK BEPERK, Eiser, en MEHL, RUDOLF ALAN, Eerste Verweerder, en MEHL, ALICE MAUD, Tweede Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 6 Desember 1996, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Sentraal, op 22 April 1997 om 10:00, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Deel 50, soos getoon en volledig beskryf op Deelplan SS428/91 in die skema bekend as Park Villa, beter bekend as Park Villa 411, Troyestraat 90, Sunnyside, groot 37 (sewe-en-dertig) vierkante meter.

Die eiendom is verbeter en bestaan uit sitkamer, slaapkamer, kombuis en badkamer/toilet.

Die koper moet 'n deposito van 10% (tien persent) van die koopprijs, 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, Leopont, Kerkstraat-Oos 451, Pretoria. [Verw. T. du Plessis/RK (FF 1140.)] (Tel. 322-8600.)

Saak No. 13498/96

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

In die saak tussen **SAAMBOU BANK BEPERK, Eiser, en OGILVIE, CHRISTOPHER KELSALL, Eerste Verweerder, en OGILVIE, SUSARA ISABELLA, Tweede Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 22 Julie 1996 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Sentraal, op 22 April 1997 om 10:00, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Gedeelte 12 ('n gedeelte van Gedeelte 10) van Erf 740, geleë in die dorpsgebied van Rietfontein, Registrasieafdeling JR, Gauteng, beter bekend as Swemmerstraat 653, Rietfontein, groot 1 134 (eenduisend eenhonderd vier-en-dertig) vierkante meter.

*Sonering:* Spesiale woning.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer/wk, twee motorhuise, wassery en 'n wk.

Die koper moet 'n deposito van 10% (tien persent) van die koopprijs, 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/RK (FF 0860.)]

Saak No. 23771/96

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

In die saak tussen **SAAMBOU BANK BEPERK, Eiser, en VAN DEN BERG, ELIZABETH JACOMINA, Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 10 Desember 1996 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Sentraal, op 22 April 1997 om 10:00, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Deel 34, soos getoon en volledig beskryf op Deelplan SS162/90 in die skema bekend as Vosseburg, beter bekend as Vosseburg 604, Vosstraat 113, Sunnyside, groot 53 (drie-en-veertig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n sit/eetkamer, slaapkamer, badkamer/wk en 'n kombuis.

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 verstrekk 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/RK (FF 1103).]

**Saak No. 21835/96**

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en BREYTENBACH, GERHARDUS JOHANNES, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling), in bogemelde saak op 12 November 1996 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Sentraal, op 22 April 1997 om 10:00, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Deel 1 soos getoon en volledig beskryf op Deelplan SS70/88 in die skema bekend as Tulleken Place, beter bekend as Tulleken Place 101, Tullekenstraat 24, Pretoria, groot 63 (drie-en-sestig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n sit/eetkamer, twee slaapkamers, badkamer/wk en 'n kombuis.

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 verstrekk 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/RK (FF 1015).]

**Saak No. 26144/96**

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en GREEFF, MARTHA CATHARINA, Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 3 Februarie 1997 en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju, Pretoria-Sentraal, op 22 April 1997 om 10:00, te Verkoopslokaal, Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Deel 38, soos getoon en volledig beskryf op Deelplan SS24/80, in die skema bekend as Salvokop, beter bekend as Salvokop 506, Van der Waltstraat 577, Pretoria, groot 58 (ag-en-vyftig) vierkante meter.

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

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 verstrekk 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, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/RK (FF 1153).]

Saak No. 26154/96

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

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en CHIKANE, KGOTSOFAIO TABIA, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 4 Februarie 1997 en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju, Pretoria-Sentraal, op 22 April 1997 om 10:00, te Verkoopslokaal, Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Deel 48, soos getoon en volledig beskryf op Deelplan SS52/1984, in die skema bekend as Oubos, beter bekend as Oubos 504, Prinsloostraat 386, Pretoria, groot 76 (ses-en-sewentig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n sit-/eetkamer, badkamer/w.k. 2 slaapkamers, kombuis en onderdak.

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, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/RK (FF 1169).]

Saak No. 26339/96

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

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en THWALA, GIRLY ELIZABETH, Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 3 Februarie 1997 en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju, Pretoria-Sentraal, op 22 April 1997 om 10:00, te Verkoopslokaal, Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Deel 71, soos getoon en volledig beskryf op Deelplan SS222/91, in die skema bekend as Erica, beter bekend as Ericawoonstelle 24, Ericastraat 11A, Sunnyside, Pretoria; en

Deel 34, soos getoon en volledig beskryf op Deelplan SS222/91, in die skema bekend as Erica, groot (1) 101 (eenhonderd-en-een) vierkante meter; en (2) 16 (sestien) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n sit-/eetkamer, drie slaapkamers, twee badkamers/w.k., kombuis en 'n toesluitmotorhuis.

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, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/RK (FF 1185).]

Saak No. 26353/96

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

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en JACOBS, JOHANNES JACOBUS, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 3 Februarie 1997 en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju, Pretoria-Sentraal, op 22 April 1997 om 10:00, te Verkoopslokaal, Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Deel 5, soos getoon en volledig beskryf op Deelplan SS101/85, in die skema bekend as Berea Mansions 5, Van der Waltstraat 550, Pretoria, groot 55 (vyf-en-vyftig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n sit-/eetkamer, twee slaapkamers, badkamer/wk en kombuis.

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, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/RK (FF 1167).]

**Saak No. 23726/96**

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en NGCOFE, ZUKISA WITNESS MELPHIN, Eerste Verweerder, en NGCOFE, KAYAKAZI ELIZABETH, Tweede Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 29 November 1996 en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju, Pretoria-Sentraal, op 22 April 1997 om 10:00, te Verkoopslokaal, Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Deel 67, soos getoon en meer volledig beskryf op Deelplan SS108/82, in die skema bekend as Parkburg 142, Minnaarstraat 328, Pretoria, groot 70 (sewentig) vierkante meter.

*Sonering:* Woonstel.

Die eiendom is verbeter en bestaan uit 'n woonstel bestaande uit 'n sit-/eetkamer, badkamer, twee slaapkamers en 'n kombuis.

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, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/RK (FF 1118).]

**Saak No. 26155/96**

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en SLABBERT, GERT STEPHANUS, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 6 Februarie 1997 en ter uitvoering van 'n lasbrief tot uitwinning, sal die Balju, Pretoria-Sentraal, op 22 April 1997 om 10:00, te Verkoopslokaal, Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere 1. Deel 21, soos getoon en volledig beskryf op Deelplan SS25/90, in die skema bekend as Tessahof, beter bekend as Tessahof 21, Jorrissenstraat 321, Sunnyside; en

2. Deel 26, soos getoon en volledig beskryf op Deelplan SS25/90 in die skema bekend as Tessahof; groot 1. 88 (agt-en-tagtig) vierkante meter; en 2. 13 (dertien) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n sit-/eetkamer, kombuis, twee slaapkamers, toe balkon, badkamer/wk en toesluitmotorhuis.

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, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/RK (FF 1161).]

Case No. 30314/95

PH 170

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between STANDARD BANK OF S.A. LIMITED, Judgment Creditor, and  
STAND 385 NANCEFIELD INVESTMENTS CC, Judgment Debtor**

Be pleased to take notice that 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 offices of the Sheriff, Supreme Court, Johannesburg East, 69 Juta Street, Braamfontein, on 24 April 1997 at 10:00, of the undermentioned property of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Sheriff of the Supreme Court, 19 Anemone Avenue, Lenasia, prior to the sale:

Remaining Extent of Erf 385, Nancefield Township, Registration Division IQ, Transvaal, measuring 2 023 (two thousand and twenty-three) square metres, held under Deed of Transfer T35783/1989.

The following information is furnished regarding the improvements, although in this regard nothing is warranted. The above-mentioned property is vacant land.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of the transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale.

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

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

Young-Davis Inc., Sanlam Arena (Entrance 2), corner of Cradock Avenue and Baker Street, Rosebank. (Tel. 447-1808.) (Ref. Mr Garven/S9099/FM.)

Case No. 16343/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between THE STANDARD BANK OF S.A. LTD, Plaintiff, and PONKO SAMSON MOSIA,  
First Defendant, and MARY LERATO MOSIA, 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 in front of the Magistrate's Court, Van Zyl Smit Street, Oberholzer, on Friday, 18 April 1997 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff prior to the sale:

Erf 2323, Carletonville Extension 4 Township, Registration Division IQ, Province of Guateng, also known as 36 Bluebell Street, Carletonville Extension 4, measuring 1 186 (one thousand one hundred and eighty-six) square metres, held under Deed of Transfer T102505/95, subject to the conditions therein contained and especially to the reservation of rights of minerals.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of entrance hall, lounge, dining-room, kitchen, laundry, three bedrooms, bathroom, w.c., garage and servant's room with w.c.

Ten per cent (10%) of the purchase price and 5% (five per cent) auctioneer charges on the first R30 000 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 on this 17th 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 S1122/96.)

Saak No. 34447/94

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

**In die saak tussen KOOPKRAG BEPERK, Eiser, en  
PHILIPPUS JOHANNES BEUKES, Verweerder**

'n Verkoop in eksekusie sal gehou word te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, op 22 April 1997 om 10:00:

Die eiendom staan bekend as Troupantlaan 69, East Lynne, en word omskryf as Resterende Gedeelte van Erf 55, East Lynne, groot 1 229 (eenduisend tweehonderd nege-en-twintig) vierkante meter.

Die eiendom word uitsluitlik vir woondoeleindes gebruik en bestaan na bewering uit sitkamer, kombuis, drie slaapkamers en badkamer met aparte toilet.

Die verkoopvoorwaardes kan nagegaan word by die kantore van die Balju, Pretoriusstraat 1210, Hatfield, Pretoria.

R. F. Kruse, vir Couzyn Hertzog & Horak Ing. (Tel. 322-8780.) (Verw. mev. De Villiers/B13.)

Saak No. 84541/96

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en SCHALK WILLEM MUNNIK, Eerste Verweerder, en  
SUSARA ALETA MUNNIK, Tweede Verweerder**

'n Verkoop in eksekusie sal gehou word te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 24 April 1997 om 10:00:

Die eiendom staan bekend as Brandstraat 166, Danville-uitbreiding 1, Pretoria, en word omskryf as Erf 1595, Danville-uitbreiding 1, Pretoria, groot 709 vierkante meter.

Die eiendom word uitsluitlik vir woondoeleindes gebruik en bestaan na bewering uit sitkamer, eetkamer, kombuis, vier slaapkamers, twee badkamers en swembad.

Die verkoopvoorwaardes kan nagegaan word by die kantore van die Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

R. F. Kruse, vir Couzyn Hertzog & Horak Ing. (Tel. 322-8780.) (Verw. T. Horak/T2611.)

Saak No. 14479/96

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen DIE STADSRAAD VAN PRETORIA, Eiser, en GROBLER STEYN PROPERTY  
HOLDINGS (PTY) LTD, Verweerder**

'n Verkoop word gehou deur die Balju, Pretoria-Noordoos, op Dinsdag, 22 April 1997 om 10:00, te Sinodale NG Kerk Sentrum, Visagiestraat 234, Pretoria, van:

Erf 1385, Silverton-uitbreiding 1, groot 6,4834 hektaar, ook bekend as Ou Silverton Tannerygebou, Derdepoortweg 309, Silverton-uitbreiding 1.

*Verbeterings:* Die hoofgebou bestaan uit verskeie winkels en werkskomplekse plus minus 20 000 vierkante meter onderdak.

*Konstruksie:* Die gebou in sy geheel.

Die eiendom sal verkoop word onderhewig aan die verkoopvoorwaardes wat ter insae lê by die kantoor van die Balju te Pretoriusstraat 1210, Hatfield, Pretoria.

Couzyn Hertzog & Horak Ing., Pretoria. [Tel. (012) 322-8780.] (Verw. mnr. Kruse/RM.)

Case No. 31835/93

PH 104

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

**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and  
MZUKWA, LLOYD MAKHOSONKE, 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 25 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 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Erf 1036, situated in the Township of Dawn Park, Registration Division IR, Transvaal, being 23 Blesbok Street, Dawn Park, Boksburg, measuring 889 (eight hundred and eighty-nine) square metres.

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

Dated at Johannesburg this 7th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.736.)

Case No. 31631/96

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  
EBRAHIM, YUNUS MAHOMED, 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 24 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, Lenasia, 19 Anemone Avenue, Lenasia Extension 1, prior to the sale:

Certain Erf 4215, Lenasia Extension 3 Township, Registration Division IQ, Gauteng, being 223 Flamingo Street, Lenasia Extension 3, Johannesburg, measuring 496 (four hundred and ninety-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, entrance hall, pantry, separate toilet, shower with outbuildings with similar construction comprising of shower, toilet, two servant's rooms, laundry and swimming-pool.

Dated at Johannesburg this 11th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/E.164.)

Case No. 28351/93

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 BUTELEZI, BEKUYISE  
DONALD, First Execution Debtor, and BUTHELEZI, RUTH, 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 24 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, Soweto West, 32 Von Brandis Street, Johannesburg, prior to the sale:

All right, title and interest in the leasehold in respect of Protea North Township, Registration Division IQ, Gauteng, being 1108 Protea North, Johannesburg, measuring 242 (two hundred and forty-two) 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, separate toilet with outbuildings with similar construction comprising garage.

Dated at Johannesburg this 10th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/B210.)

**Case No. 22485/96**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JOHANNES OUPA MOSWEU, First Defendant, and NOMBUISELO JULIA MOSWEU, Second Defendant**

A sale will be held at 57 Matthew Street, Lichtenburg, without reserve, on 25 April 1997 at 10:00, of:

Portion 1 of Erf 344, situated in the Township of Lichtenburg, Registration Division IP, Transvaal, measuring 1 487 (one thousand four hundred and eighty-seven) square metres, held by the Defendants under Deed of Transfer T61334/94, situated at 57 Matthew Street, Lichtenburg.

Improvements, although in this respect nothing is guaranteed: Dwelling consisting of four bedrooms, five lounges, two bathrooms, two toilets, kitchen and two garages.

Inspect conditions at the office of the Sheriff, Supreme Court, Lichtenburg.

A. Holtzhausen, for MacRobert De Villiers Lunnon & Tindall Inc., 23rd Floor, SAAU Building, corner of Schoeman and Andries Streets, Pretoria. (Tel. 339-8311.) (Ref. R3/M37985/ms.)

**Saak No. 13631/96**

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en ABRAHAM WILLEM SWART, Verweerder**

Ingevolge uitspraak van die Landdros van Klerksdorp en lasbrief vir geregtelike verkoping met datum 17 Januarie 1997, sal die ondergemelde eiendom op 25 April 1997 om 10:00, by die kantoor van die Balju, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 295, Wilkoppies, Registrasieafdeling IP, Noordwes-provinsie, groot 2 974 (tweeëuisend negehonderd vier-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T11364/95.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die 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 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 hierdie 7de dag van Maart 1997.

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

Saak No. 1475/93

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

## In die saak tussen ABSA BANK BEPERK, Eiser, en J. H. en J. S. KOK, Verweerders

Ter uitwinning van 'n vonnis van die Landdroshof te Rustenburg en 'n lasbrief vir eksekusie gedateer 20 Februarie 1997 in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word voor die Landdroskantoor, Rustenburg, op 25 April 1997 om 11:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van Kloof Afslaers, p.a. Van Velden-Duffey, Tweede Verdieping, Biblio Plaza, hoek van Van Staden- en Smitstraat, Rustenburg, die Balju van die Landdroshof, Smitslaan 30, Rustenburg en die Klerk van die Hof, Landdroshof, Rustenburg, voor die verkoping ter insae sal lê:

Gedeelte 3 van Erf 1240, in die dorp Rustenburg, Registrasieafdeling JQ, Transvaal, groot 1 160 vierkante meter, gehou kragtens Akte van Transport T526/91, bekend as Krugerstraat 168, Rustenburg.

Die volgende besonderhede word verskaf, maar nie gewaarborg nie, en is as volg: Ingangsportaal, sitkamer, eetkamer, familiekamer, vier slaapkamers, kombuis, twee badkamers en sinkdak.

**Terme:** Tien persent (10%) van die verkoopprijs en afslaersgelde plus BTW in kontant op die dag van die verkoping en die balans plus rente teen registrasie van transport. Ten opsigte van die balans moet 'n bank- of bougenootskap- of ander aanneembare waarborg binne 14 dae vanaf verkoping verskaf word.

Geteken te Rustenburg hierdie 7de dag van Maart 1997.

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

Saak No. 13670/96

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

## In die saak tussen NBS BANK BPK., Eiser, en P. J. en W. JANSEN VAN VUUREN, Verweerders

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid, op Vrydag, 25 April 1997 om 10:00, te die persele van die Balju van die Landdroshof vir die distrik Stilfontein te Langenhovenstraat 50, Stilfontein, per publieke veiling verkoop word:

Erf 3041, geleë in die dorp Stilfontein, Registrasieafdeling IP, Transvaal, groot 967 (negehonderd sewe-en-sestig) vierkante meter, gehou kragtens Akte van Transport T29/1989.

Die eiendom is geleë te Langenhovenstraat 50, Stilfontein.

Verbeterings (ten opsigte waarvan egter geen waarborg gegee word nie) bestaande uit enkelverdiepingteëldakwoning, ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, vlvloermatte, bediendetoilet, enkelmotorhuis, drie motorafdakke, naaldwerkkamer, kroeg, braaiarea en steenplaveisel.

*Die wesentlike voorwaardes van verkoop is:*

1. Voetstoots en sonder reserwe.  
2. Deposito van 10% (tien persent) kontant by toeslaan van die bod. Waarborg vir balans binne 14 (veertien) dae na veiling.

3. Verdere voorwaardes by Balju ter insae.

4. Koper betaal BTW op alle belasbare lewerings.

Gedateer te Klerksdorp op hede die 10de dag van Maart 1997.

J. H. Coetzee, vir Kantor, Du Toit & Coetzee, Eerste Verdieping, NBS-gebou, Boomstraat, Klerksdorp, 2570. (Verw. mev. Engelbrecht/N282.)

Case No. 14018/96

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

## In the matter between TRANSITIONAL LOCAL COUNCIL OF GERMISTON, Plaintiff, and P. and G. F. MAVROUZOUKIS, Defendant

A sale in execution of the property described hereunder will take place on 21 April 1997 at 10:00, and at the office of the Sheriff, Magistrate's Court, United Building, Third Floor, 177 President Street, Germiston, to the highest bidder:

Portion 73 of Erf 82, K.A.L. Township, Registration Division IR, Gauteng, measuring 766 square metres, property known as 4 Azalia Street, Cruywagen Park, Germiston.

Comprising three bedrooms, lounge, bathroom, toilet, kitchen and tiled roof.

The conditions of sale may be inspected at the offices of the Sheriff, Magistrate's Court, at Third Floor, United Building, 177 President Street, Germiston South.

Wright, Rose-Innes, Attorneys for Plaintiff, 305 President Street, Germiston. (Ref. Mrs Bronkhorst/WM.)

Case No. 1958/97

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and MFANAUEDWA SAIR NKWANYANA, First Defendant, and NTOMBIMPELA GLORICE NKWANYANA, Second Defendant**

Notice is hereby given that on 24 April 1997 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, 69 Juta Street, Braamfontein, pursuant to a judgment in this matter granted by the above Honourable Court on 19 February 1997, namely:

Certain Erf 4073, Protea Glen Extension 3, Registration Division IR, Province of Gauteng, situated at 4073 Protea Glen Extension 3, Soweto, Johannesburg.

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

Full conditions can be inspected at the Sheriff's Office, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, and will be read out prior to the sale.

Dated at Boksburg on this 10th day of March 1997.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/S17.)

Case No. 1784/96

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

**In the matter between UNITED BANK (A DIVISION OF ABSA BANK LTD), Execution Creditor, and JOHANNES JAKOBUS JEREMIA JACOBS, First Execution Debtor, and CHARMAGNE JACOBS, Second Execution Debtor**

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Nigel, where Property Mart Auctioneers will be the auctioneer, duly authorised thereto, on Friday, 25 April 1997 at 12:00, at the premises situated at 5 Phil Robinson Street, Visagie Park, Nigel, without reserve, to the highest bidder:

Certain Erf 703, Visagie Park Township, Registration Division IR, Gauteng, also known as 5 Phil Robinson Street, Visagiepark, Nigel, measuring 1 204 square metres, held by Deed of Transfer T104311/1994, zoned Residential 1.

*Improvements:* The following improvements on the property are reported, though in this regard nothing is guaranteed: *Main building:* Brick building, tiled roof, kitchen, dining-room, lounge, three bedrooms and two bathrooms/toilet. *Outbuildings:* Concrete fencing, two garages and outside room. *Sundries:* Not available.

*Material conditions of sale:*

1. The property shall be sold without reserve and to the highest bidder, subject to the title deeds.

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 18,75% (eighteen comma seven five per cent) per annum against transfer to be secured by a bank guarantee to be approved by the 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 immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, 29 Third Avenue, Nigel, as well as at the office of Property Mart Auctioneers, at Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove.

Dated at Springs this 24th day of February 1997.

A. F. Jansen, for Bennett McNaughton & Jansen, Attorneys for Execution Creditor, Prudentia Building, 65 Fifth Street, Springs. (Tel. 812-1525.)

Case No. 1956/97

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and SIPHO HUDSON NGWENYA,  
First Defendant, and BUYISIWE EUNICE NGWENYA, Second Defendant**

Notice is hereby given that on 25 April 1997 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, 10 Liebenberg Street, Roodepoort, pursuant to a Judgment in this matter granted by the above Honourable Court on 20 February 1997, namely:

Certain Erf 773, Dobsonville Gardens, Registration Division IR, Province of Gauteng, situated at 773 Dobsonville Gardens, Roodepoort.

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

Full conditions can be inspected at the Sheriff's Office, 10 Liebenberg Street, Roodepoort, and will be read out prior to the sale.

Dated at Boksburg on this 10th day of March 1997.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/S13.)

Case No. 1955/97

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and ABEL PHALADI RASEBOTSO  
First Defendant, and MAKGOSIMANG LEAH RASEBOTSO, Second Defendant**

Notice is hereby given that on 24 April 1997 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, 69 Juta Street, Braamfontein, pursuant to a judgment in this matter granted by the above Honourable Court on 19 February 1997, namely:

Certain Erf 4451, Protea Glen Extension 3, Registration Division IR, Province of Gauteng, situated at 4451 Protea Glen Extension 3, Soweto, Johannesburg.

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

Full conditions can be inspected at the Sheriff's Office, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, and will be read out prior to the sale.

Dated at Boksburg on this 10th day of March 1997.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/S14.)

Saak No. 634/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KRUGERSDORP GEHOU TE KRUGERSDORP

**In die saak tussen NBS BANK BPK., Eiser, en PAUL STEPHANUS GROBLER, Eerste Verweerder, en  
CAROLINE THERSIA GROBLER, Tweede Verweerder**

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

Erf 276, Quellerie Park-uitbreiding 1-dorpsgebied, Registrasieafdeling IQ, Provinsie Gauteng, groot 709 (sewehonderd-en-nege) vierkante meter, geleë te Kingdomstraat 102, Quellerie Park-uitbreiding 1, Krugersdorp, bestaande uit (nie gewaarborg nie) sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, stort en twee toilette. *Buitegeboue*: Motorhuis en toilet, in eksekusie verkoop op 30 April 1997 om 10:00, deur die Balju te Klaburn Hof, Ockersestraat 22B, Krugersdorp.

*Verkoopvoorwaardes*: Verkoop 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. 1116/96

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

**In die saak tussen NBS BANK BPK, Eiser, en ARCHBOLD ZIMAKILE OOKWENI, Eerste Verweerder,  
en NTOMBOMZI ELBERGINA SWARTBOOI, Tweede Verweerder**

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

*Eiendom:* Erf 139, Westonaria-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 902 (negehonderd en twee) vierkante meter.

*Ligging:* Huntleystraat 12, Westonaria.

*Bestaande uit* (nie gewaarborg): Sit-, eetkamer, kombuis, drie slaapkamers, badkamer en toilet. *Buitegeboue:* Motorhuis, bediendekamer en toilet.

In eksekusie verkoop op 25 April 1997 om 10:00, deur die Balju te Edwardslaan 50, Westonaria.

*Verkoopvoorwaardes:* Verkoping is voetstoots, 10% (tien persent) deposito en Baljukommissie betaalbaar op dag van verkoping, waarborg vir balans plus rente binne 14 (veertien) dae daarna.

Swart, Redelinghuys, Nel & Vennote, Krugersdorp. [Tel. (011) 954-4000.] (Verw. Jan Nel.) P.a. Venter Von Abo & Assosiate, Pakemanstraat, Westonaria.

Saak No. 1298/93

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

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

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

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

*Ligging:* 9458 Kagiso, Krugersdorp.

*Bestaande uit* (nie gewaarborg): Kombuis, drie slaapkamers, badkamer, toilet en gesinskamer.

In eksekusie verkoop op 30 April 1997 om 10:00, deur die Balju te Klaburnhof, Ockersesstraat 22B, Krugersdorp.

*Verkoopvoorwaardes:* Verkoping is voetstoots, 10% (tien persent) deposito en Baljukommissie betaalbaar op dag van verkoping, waarborg vir balans plus rente binne 14 (veertien) dae daarna.

Swart, Redelinghuys, Nel & Vennote, Voortrekkerweg 245, Monument, Krugersdorp. [Tel. (011) 954-4000.] (Verw. Jan Nel.)

Saak No. 1525/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK POTCHEFSTROOM GEHOU TE FOCHVILLE

**In die saak tussen NEDCOR BANK BEPERK, Eiser, en BENNETT BUNGA TOLENI, Verweerder**

In terme van 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief teen 'n onroerende goed, uitgereik deur bogenoemde Agbare Hof, sal 'n verkoping in eksekusie by wyse van 'n geregtelike verkoping aan die hoogste bieder, sonder 'n reserweprys gehou word deur die Balju van Fochville voor die Landdroskantoor, Losberglaan, Fochville, op Vrydag, 25 April 1997 om 10:00.

Die verkoopvoorwaardes wat deur die Balju gelees sal word voor die verkoping 'n aanvang neem, is ter insae te die kantoor van die Balju en die Eiser se prokureurs, Oosthuizen & Roeland van Presidentstraat 51, Fochville.

Die eiendom wat verkoop word is beskryf as Erf 3404, geleë in die dorp Wedela, geleë te Erf 3404, Wedela, Registrasieafdeling IQ, Noord-Wes, groot 249 (tweehonderd nege-en-veertig) vierkante meter.

10% (tien persent) van die koopprijs en die afslaer se koste in kontant is betaalbaar op die dag van die verkoping, die saldo teen registrasie van die transport wat gewaarborg moet word deur 'n goedgekeurde bank- of bougenootskapwaarborg wat gelewer moet word binne 14 (veertien) dae vanaf datum van verkoping en verder ooreenkomstig die voorwaardes van die verkoping.

Geteken te Fochville op die 18de dag van Maart 1997.

P. P. Oosthuizen, vir Oosthuizen & Roeland, Prokureurs vir Eiser, Presidentstraat 51, Fochville, 2515. [Tel. (01492) 2061.] (Verw. PPO/jml/A8054.)

Case No. 7069/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CHRISTIAAN JAKOBUS JANSE VAN VUUREN, First Defendant, and LEONELLA RENE JANSE VAN VUUREN, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Brakpan on 17 July 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 229, Brakpan Township, situated at 7 Milner 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, harvey-tiled pitched roof, comprising a lounge, kitchen, two bedrooms, bathroom and stoeproom, with outbuildings, servant's room, outside toilet, store-room and a flat consisting of bedroom, bathroom and carport, with fencing—four sides precast.

*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 6th day of March 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue, Benoni; P.O. Box 1381, Benoni, 1500. (Tel. 422-1350.) (Ref. N57028/Mrs West.)

Saak No. 6380/95

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

**In die saak tussen ABSA BANK BPK., handeldrywende as UNITED BANK, Eiser, en  
mnr. ROY ALLEN CLARKE, Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 5 Februarie 1995, uitgereik deur die Hof te Kempton Park, sal die volgende eiendom verkoop word deur die Balju by die kantoor van die Balju, 8 Parkstraat, Kempton Park, aan die hoogste bieder, op 24 April 1997 om 10:00:

Erf 267, Terenure-uitbreiding 8-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 1 000 vierkante meter, bekend as Strandloperstraat 27, Terenure, Kempton Park.

*Voorwaardes van verkoping:*

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Wet op Landdroshof, en reëls daaronder geproklameer en van die terme van die titelaktes, insover dit van toepassing mag wees.

2. Die volgende verbeteringe op die eiendom word aangekondig maar geen waarborg in verband daarmee word verskaf nie: *Woonhuis:* Sitkamer, eetkamer, drie slaapkamers, kombuis, twee badkamers, twee toilette en motorhuis (alles onder geteelde dak). Eiendom omhein deur muur.

3. *Terme:* Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju en die balans, tesame met rente tot vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 23,5% (drie-en-twintig komma vyf persent) per jaar, sal binne dertig (30) dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

4. *Voorwaardes:* Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju te Kempton Park.

H. A. Welgemoed, vir Botha Massyn & McKenzie, Prokureur vir Eiser, Centraallaan 20 (Privaatsak 53), Kempton Park. (Tel. 970-3600/8.) (Verw. HAW/GL/U10-95.)

Saak No. 16473/96

## IN DIE HOËRHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en LOBISA MARGARET RAMPUTLE, in her capacity as executor of the estate of the late SOLOMON RAMPUTLE, Eerste Verweerder, en LOBISA MARGARET RAMPUTLE, Tweede Verweerder**

'n Eksekusieverkoping van die ondergemelde onroerende eiendom, geregistreer in die naam van die Eerste en Tweede Verweerders, sal sonder 'n reserweprys deur die Balju in eksekusie verkoop word op 25 April 1997 om 11:00:

Erf 25278, geleë in die dorpsgebied van Mamelodi, Registrasieafdeling JR, Gauteng, groot 320 vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL34325/93.

*Straatadres:* Khutsong 25278, Uitbreiding 2, Mamelodi-Oos.

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

*Verbeterings:* Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: Siersteenwoning met hoë geteelde dak bestaande uit sitkamer, kombuis, drie slaapkamers, badkamer, toilet. Gesoneer vir woondoeleindes.

*Verkoopvoorwaardes:* Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria in Maart 1997.

N. K. Petzer, Rooth & Wessels, Eerste Nasionale Bankgebou, Tweede Verdieping, Kerkplein, Pretoria. (Tel. 325-2490.) (Verw. J. Linington/F17937.)

**Case No. 9397/95**

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

**In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, Plaintiff, and STACEY GRIFFITHS, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 2 November 1995 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 18 April 1997 at 11:15, at the Sheriff's Office, 182 Leeuwpoot Street, Boksburg, to the highest bidder:

A unit consisting of—

1. (i) Section 98, as shown and more fully described on Sectional Plan SS236/94 in the scheme known as Spartacus in respect of the land and building or buildings situated at Ravenswood Extension 21 Township in the area of the Boksburg Local Authority, of which section the floor area, according to the said sectional plan, is 70 (seventy) square metres in extent (the mortgaged section); and

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

Held by Deed of Transfer ST51836/1994.

2. An exclusive use area described as Parking Area P98, measuring 13 (thirteen) square metres being as such part of the common property, comprising the land and the scheme known as Spartacus in respect of the land and building or buildings situated at Ravenswood Extension 21 Township in the area of the Boksburg Local Authority as shown and more fully described on Sectional Plan SS236/1994 held under Notarial Deed of Cession SK3478/1994S.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof, comprising of a lounge, kitchen, dining-room, three bedrooms and bathroom, w/c and a carport.

*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 6th day of March 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, c/o 10 Bloem Street, Boksburg. (Tel. 422-1350.) (Ref. B1161F/Mrs West.)

**Case No. 12688/96**

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

**In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, Plaintiff, and  
SIPHO MGEZENI BUTHELEZI, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni on 10 February 1997 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 23 April 1997 at 10:00, at the Sheriff's Office, 8 St Columb Road, New Redruth, Alberton, to the highest bidder:

All the right, title and interest in the leasehold in respect of Erf 1633, Likole Extension 1 Township, situated on 1633 Likole Extension 1, in the Township of Silumaview, District of Alberton, measuring 330 (three hundred and thirty) 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, two bedrooms, bathroom and a w.c.

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

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

Dated at Benoni on this 6th day of March 1997.

Hammond Pole & Dixon, Attorney for Plaintiff, 75 Elston Avenue, Benoni. (Tel. 422-1350.) (Ref. B1224F/Mrs West.)

**Saak No. 11918/96**

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

**In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en SETATI SIMON LEGODI, Vonnisskuldeiser 1**

As gevolg van 'n vonnis van die Landdroshof, Kempton Park, en 'n lasbrief gedateer 10 Desember 1996 sal die volgende eiendom verkoop word in eksekusie op 24 April 1997 om 10:00, by die Balju se Kantoor, Parkstraat 8, Kempton Park, nl.:

Erf 788, Umfuyaneni-dorpsgebied, geleë te Erf 788, Umfuyaneni, groot 300 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 Wet op Landdroshowe en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

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

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

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

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

**Saak No. 9527/96**

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

**In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en TREVOR MICHAEL MARZO, Eerste Vonnisskuldenaar, en MABEL LOUISA MARZO, Tweede Vonnisskuldenaar**

As gevolg van 'n vonnis van die Landdroshof, Alberton, en 'n lasbrief gedateer 27 Januarie 1997, sal die volgende eiendom verkoop word in eksekusie op 24 April 1997 om 10:00, by die Balju se Kantoor, 8 St Columbusweg, New Redruth, Alberton, naamlik:

Erf 1831, Mayberry Park-dorpsgebied, geleë te Poplarstraat 4, Mayberry Park, groot 943 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 Wet op Landdroshowe en reëls daarvolgens neergelê en die voorwaardes van die titelakte asook die verkoopvoorwaardes waarna verwys word in paragraaf 4 hiervan.

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

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

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

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

Case No. 10228/91

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

**In the matter between NEDPERM BANK LIMITED, Plaintiff, and MSHAAYANA JACKSON PHIRI, First Defendant, and SIPHATHI ANNA PHIRI, Second Defendant**

On 25 April 1997 at 11:15, the undermentioned property will be sold in execution at the Sheriff's Offices, 182 Leeuwpoort Street, Boksburg:

Certain Erf 17750, Vosloorus Extension 25, Registration Division IR, Province of Gauteng, situated at 17750 Monokwane Street, Vosloorus Extension 25, Boksburg.

*Improvements:* Detached single storey brick residence consisting of two bedrooms, bathroom, kitchen and dining-room.

1. The sale shall be without reserve, and the property shall, subject to the Magistrates' Courts Act, 1944, and the other conditions of sale, be sold voetstoots to the highest bidder.

2. The purchaser shall pay 10% (ten per cent) of the price plus Sheriff's commission on the date of sale and the balance plus interest at the Plaintiff's current lending rates on transfer, to be secured by acceptable guarantees within 14 days of the sale.

3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including transfer costs and duties, rates, taxes and other charges payable to the Local Authority.

4. The risk and benefit in and to the property shall pass to the purchaser on the date of sale.

5. No warranty is given in relation to the nature or description of the improvements.

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

Dated at Boksburg on this 17th day of March 1997.

Tuckers Inc., Second Permanent Building, 312 Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H127.)

Saak No. 7173/96

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

**In die saak tussen NBS BANK BEPERK (Reg. No. 87/01384/06), Eiser, en P. B. C. DE JAGER TRUST, Verweerder**

Ten uitvoering van 'n vonnis in die Landdroshof van Pietersburg toegestaan op 21 Oktober 1996 en 'n lasbrief vir eksekusie uitgereik ter uitvoering daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 2 Mei 1997 om 10:00, te die Landdroskantoor, Pietersburg, naamlik:

Resterende Gedeelte van Erf 98, geleë in die dorpsgebied Pietersburg, Registrasieafdeling LS, Noordelike Provinsie, groot 853 (agt vyf drie) vierkante meter, gehou kragtens Akte van Transport T48904/96, geleë te President Paul Krugerstraat 33, Pietersburg.

Die volgende inligting word gelewer met betrekking tot verbeterings, alhoewel in hierdie respek niks gewaarborg word nie: Die eiendom is 'n onbeboude erf.

*Terme:* Die koopprys sal betaal word by wyse van 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans tesame met rente daarop soos gestipuleer in die voorwaardes van verkoping, tot datum van registrasie van oordrag, sal betaal word of verseker word deur die lewering van 'n aanvaarbare bank- of bouverenigingswaarborg binne 14 (veertien) dae vanaf datum van verkoping. Die volle en volledige voorwaardes van verkoping wat onmiddellik voor die verkoop uitgelees sal word mag geïnspekteer word by die Baljuskantore, Platinumstraat 66, Ladine, Pietersburg.

Geteken te Pietersburg op hierdie 12de dag van Maart 1997.

Jacques Horak, vir Botha Horak Ingelyf, Prokureur vir Eiser, Joubertstraat 27 (Posbus 3615), Pietersburg, 0700. [Tel. (0152) 291-2147.] (Verw. mnr. Horak/LF/7559.)

Saak No. 7173/96

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

**In die saak tussen NBS BANK BEPERK (Reg. No. 87/01384/06), Eiser, en P. B. C. DE JAGER TRUST, Verweerder**

Ten uitvoerlegging van 'n vonnis in die Landdroshof, Pietersburg, toegestaan op 21 Oktober 1996 en 'n lasbrief vir eksekusie uitgereik ter uitvoering daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op Vrydag, 2 Mei 1997 om 10:00, te die Landdroskantoor, Pietersburg, naamlik:

Erf 2208, geleë in die dorpsgebied, Pietersburg, Registrasieafdeling LS, Noordelike Provinsie, groot 1 310 (een drie een nul) vierkante meter, gehou kragtens Akte van Transport T64383/95, geleë te President Paul Krugerstraat 31A, Pietersburg.

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

*Terme:* Die koopprys sal betaal word by wyse van 10% (tien persent) daarvan op die dag van die verkoping en die onbetaalde balans tesame met rente daarop soos gestipuleer in die voorwaardes van verkoping, tot datum van registrasie van oordrag, sal betaal word of verseker word deur die lewering van 'n aanvaarbare bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van verkoping.

Die volle en volledige voorwaardes van verkoping wat onmiddellik voor die verkoop uitgelees sal word mag geïnspekteer word by die Baljukantore, Platinumstraat 66, Ladine, Pietersburg.

Geteken te Pietersburg op hierdie 12de dag van Maart 1997.

Jacques Horak, vir Botha Horak Ingelyf, Prokureur vir Eiser, Joubertstraat 27 (Posbus 3615), Pietersburg, 0700. [Tel. (0152) 291-2147.] (Verw. mnr. Horak/LF/7559.)

**Case No. 2493/97**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NOMVULA MILDRED MPOKO, Defendant**

A sale in execution of the undermentioned property is to be held at the entrance of the Magistrate's Court Soshanguve, Shoshanguve, on Thursday, 24 April 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 1473, Soshanguve-K Township, Registration Division JR, Gauteng, measuring 249 square metres, also known as 1473 Block K, Soshanguve.

*Improvements:* Dwelling—three bedrooms, kitchen, lounge, dining-room and bathroom.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Ln/E632.)

**Case No. 2320/97**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JAMES MASHITISHO, Defendant**

A sale in execution of the undermentioned property is to be held at the entrance of the Magistrate's Court Soshanguve, Shoshanguve, on Thursday, 24 April 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 67, situated in the Township of Soshanguve-UU, Registration Division JR, Gauteng, measuring 251 square metres, also known as 67 Block UU, Soshanguve.

*Improvements:* Dwelling—three bedrooms, kitchen, lounge, toilet, dining-room and garage.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Ln/E627.)

Case No. 2321/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOSES ALFRED MASOMBUKA, First Defendant, and  
FIHLIWE MARGRET MASOMBUKA, 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, 24 April 1997 at 11:00:

*Property:* Erf 1173, Soshanguve-AA Township, Registration Division JR, Gauteng, measuring 540 square metres, also known as 1173 Block AA, Soshanguve.

*Improvements:* Dwelling: Three bedrooms, kitchen, lounge, toilet, dining-room and garage.

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

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.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/ Ln/E626.)

Case No. 2050/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CONFERENCE PETER PHILLIPS, Defendant**

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Pretoria North West, Room 603, Olivetti House, Schubart Street, Pretoria, on Thursday, 24 April 1997 at 10:00:

*Property:* Site 1708, Atteridgeville Township, Registration Division JR, Gauteng, measuring 303 square metres, also known as 70 Molope Street, Atteridgeville.

*Improvements:* House: Two bedrooms, kitchen, lounge, bathroom, dining-room and two garages.

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

Full conditions of sale can be inspected at the Sheriff, Pretoria North West, at Room 202, Olivetti House, Schubart Street, Pretoria, and will be read out prior to the sale taking place.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/ In/E610.)

Case No. 2040/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and STEFINA ELLEN SACHANE, Defendant**

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Pretoria North West, Room 603, Olivetti House, Schubart Street, Pretoria, on Thursday, 24 April 1997 at 10:00:

*Property:* Erf 5425, Atteridgeville Township, Registration Division JR, Gauteng, measuring 299 square metres, also known as 5425 Atteridgeville, Pretoria.

*Improvements:* House: Two bedrooms, kitchen, lounge and garage.

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

Full conditions of sale can be inspected at the Sheriff, Pretoria North West, at Room 202, Olivetti House, Schubart Street, Pretoria, and will be read out prior to the sale taking place.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/ In/E606.)

Case No. 2047/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PHUTI PHINEAS MPHELA, First Defendant, and  
THANDI FLORENCE MPHELA, 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, 24 April 1997 at 11:00:

*Property:* Erf 59, Block F, Soshanguve Township, Registration Division JR, Gauteng, measuring 300 square metres, also known as 59 Block F, Soshanguve.

*Improvements:* Dwelling: Two bedrooms, kitchen, lounge and bathroom.

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

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.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Ln/E596.)

Case No. 3099/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DANIEL THOMAS MALULEKA, First Defendant, and  
MOIPLONE HILDA MALULEKA, 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, 24 April 1997 at 11:00:

*Property:* Leasehold Stand 2494, Block GG, Soshanguve, Registration Division JR, Gauteng, measuring 600 square metres, also known as 2494 Block GG, Soshanguve.

*Improvements:* Dwelling: Three bedrooms, kitchen, lounge and bathroom.

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

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.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Ln/E640.)

Case No. 1863/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SHADRACK HLUPHEKA MABASA, First Defendant, and  
JUFFROU CATHERINE MABASA, 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, 24 April 1997 at 11:00:

*Property:* Leasehold Stand 1113, Block BB, Soshanguve, Registration Division JR, Gauteng, measuring 546 square metres, also known as 1113 Block BB, Soshanguve.

*Improvements:* Dwelling: Three bedrooms, kitchen, lounge and bathroom.

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

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.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Ln/E515.)

Case No. 164/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and  
MABALANI JOSEPH NGWEZI, 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, 24 April 1997 at 11:00:

*Property:* Erf 397, Block FF, Soshanguve, Registration Division JR, Gauteng, measuring 450 square metres, also known as 397 Block FF, Soshanguve.

*Improvements:* Dwelling: Three bedrooms, bathroom, kitchen and lounge.

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

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.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Ln/E529.)

Case No. 154/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SOLOMON WELLINGTON MOKAMELA,  
First Defendant, and DINEO ZIPHORA MEKOA, Second Defendant**

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Pretoria North East, N.G. Sinodale Sentrum, 234 Visagie Street, Pretoria, on Tuesday, 22 April 1997 at 10:00:

*Property:* Erf 810, situated in the Township of Nellmapius, Registration Division JR, Gauteng, measuring 220 square metres and also known as 810 Nellmapius, Pretoria.

*Improvements:* Dwelling: Two bedrooms, lounge, kitchen and bathroom.

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

Full conditions of sale can be inspected at the Sheriff, Pretoria North East, 1210 Pretorius Street, Hatfield, Pretoria, and will be read out prior to the sale taking place.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Ln/E539.)

Case No. 3279/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DANIEL SHADRACK MABULA,  
First Defendant, and RAMADIMETJA GEORGINA MABULA, Second Defendant**

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Pretoria North West, Room 603, Olivetti House, Schubart Street, Pretoria, on Thursday, 24 April 1997 at 10:00:

*Property:* Erf 3776, situated in the Township of Saulsville, Registration Division JR, Gauteng, measuring 293 square metres and also known as 95 Makhurintsi Street, Saulsville.

*Improvements:* House: Two bedrooms, kitchen, lounge, bathroom, dining-room and garage.

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

Full conditions of sale can be inspected at the Sheriff, Pretoria North West, at Room 202, Olivetti House, Schubart Street, Pretoria, and will be read out prior to the sale taking place.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Ln/E580.)

Case No. 3111/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SOBERANA JOHN MABENA, First Defendant, and MATSETLMA DINA MABENA, 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, 24 April 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:* Leasehold Stand 2460L, Soshanguve, Registration Division JR, Gauteng, measuring 338 square metres, also known as 2460 Block L, Soshanguve.

*Improvements:* Dwelling: Two bedrooms, kitchen, lounge and bathroom.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/In/E638.)

Case No. 2037/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CWEBILE JACK MWELI, First Defendant, and NOMVULA DELICIA MWELI, Second Defendant**

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Pretoria North-West, Room 603, Olivetti House, Schubart Street, Pretoria, on Thursday, 24 April 1997 at 10:00:

Full conditions of sale can be inspected at the Sheriff, Pretoria North-West, at Room 202, Olivetti House, Schubart 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 of the property.

*Property:* Site 7814, situated in the Township of Atteridgeville Extension 3, Registration Division JR, Gauteng, measuring 286 square metres and also known as 7814 Atteridgeville Extension 3, Pretoria.

*Improvements:* House: Two bedrooms, kitchen, lounge and bathroom.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/In/E595.)

Case No. 3103/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and LEGARE WALTER SEBOTHOMA, 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, 24 April 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 141, Block G Soshanguve, Registration Division JR, Gauteng, measuring 300 square metres, also known as 141 Block G, Soshanguve.

*Improvements:* Dwelling: Two bedrooms, bathroom, kitchen, lounge and dining-room.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/In/E637.)

Saak No. 21865/96

IN DIE HOËR HOF VAN SUID-AFRIKA  
(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MASWANGANYE, JONAS WALTER, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hoër Hof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 13 November 1996, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Noordoos, op 22 April 1997 om 10:00, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Erf 5455, geleë in die dorpsgebied Eersterust-uitbreiding 6, Registrasieafdeling JR, Gauteng, beter bekend as Prunellalaan 27, Eersterust-uitbreiding 6, groot 336 (driehonderd ses-en-dertig) vierkante meter.

*Sonering:* Spesiale Woon.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sit-/eetkamer, drie slaapkamers, kombuis en badkamer/wk.

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 prokureurs goedgekeur is, die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat 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 1020).]

Saak No. 23730/96

IN DIE HOËR HOF VAN SUID-AFRIKA  
(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MENTOOR PETER JENNIKEL, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hoër Hof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 29 November 1996, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Noordoos, op 22 April 1997 om 10:00, te Verkooplokaal, N.G. Sinodale Sentrum, Visagiestraat 234, verkoop:

Sekere Gedeelte 40 van Erf 5685, Eersterust-uitbreiding 6, Registrasieafdeling JR, Gauteng, beter bekend as Fergusonsingel 270, Eersterust-uitbreiding 6, groot 427 (vierhonderd sewe-en-twintig) vierkante meter.

Die eiendom is verbeter en bestaan uit sit-/eetkamer, twee slaapkamers, badkamer/wk en kombuis.

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 prokureurs goedgekeur is, die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat 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/RK (FF 1100).]

Saak No. 22681/96

IN DIE HOËR HOF VAN SUID-AFRIKA  
(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en BUYS, EDWARD, Eerste Verweerder, en  
BUYS, VERONICA NOKIE, Tweede Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hoër Hof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 20 November 1996, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Noordoos, op 22 April 1997 om 10:00, te Verkooplokaal, N.G. Sinodale Sentrum, Visagiestraat 234, verkoop:

Sekere Gedeelte 78 van Erf 5685 in die dorpsgebied Eersterust-uitbreiding 6, Registrasieafdeling JR, Gauteng, beter bekend as Delphiniumlaan 503, Eersterust, groot 326 (driehonderd ses-en-twintig) vierkante meter.

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

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 prokureurs goedgekeur is, die waarborg aan die Balju binne 14 (veertien) dae na datum van die verkoping verstrek te word.

Gemelde eiendom sal verkoop word op die voorwaardes wat 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/RK (FF 1078).]

**Saak No. 74392/96**

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

**In die saak tussen SAAMBOU BANK BPK., Eksekusie Eiser, en THABO JOSEPH NOGAEJANG, Eerste Eksekusie Verweerder, en GEGE DEBORAH NOGAEJANG, Tweede Eksekusie Verweerder**

Ter uitwinning van 'n vonnis van die Landdroshof vir die distrik Johannesburg, gehou te Johannesburg, in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word ten kantore van die Balju, Landdroshof, Roodepoort-Suid, te Balju, Roodepoort-Suid, Dobsonville, Liebenbergstraat 10, distrik Roodepoort, op 25 April 1997 om 10:00, van die ondervermelde eiendom van die Verweerders op die voorwaardes wat deur die afslaaers gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju, Landdroshof, Roodepoort, voor die verkoping ter insae sal lê:

Sekere Erf 11071, Dobsonville-uitbreiding 2, groot 189 (eenhonderd nege-en-tagtig) vierkante meter, geleë te Erf 11071, Dobsonville-uitbreiding 2.

Die volgende inligting word verskaf insake verbeteringe, alhoewel geen waarborg in verband daarmee gegee kan word nie, bestaande uit: *Hoofgebou*: Sitkamer, drie slaapkamers, een en 'n halwe badkamer en kombuis. *Buitegeboue*: Nie beskikbaar nie. *Konstruksie*: Teëldak en baksteenmuur omheining.

Geteken te Johannesburg op hierdie 19de dag van Februarie 1997.

Kok & Hendrikse, Eiser se Prokureurs, Sesde Verdieping, Nedbank Corner, Jorrisenstraat 96, Braamfontein. (Tel. 403-2258.) (Verw. mnr. Du Plessis/pm/S1806.)

**Saak No. 24110/96**

**IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en NEL, GERT PIETER, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 9 Desember 1996 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Noordoos, op 22 April 1997 om 10:00, te Verkooplokaal, N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Gedeelte 4 van Erf 318, Jan Niemandpark-dorpsgebied, Registrasieafdeling JR, Gauteng, beter bekend as Wolmaransstraat 114, Jan Niemandpark, groot 981 (negehonderd een-en-tagtig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n sit/eetkamer, drie slaapkamers, badkamer/wk en kombuis.

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 Pretoriusstraat 1210, Hatfield, Pretoria.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/RK (FF 1146).]

Saak No. 24120/96

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

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en PIETERSON, STEPHANUS, Eerste Verweerder, en  
PIETERSON, LOE, Tweede Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hoërhof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 10 Desember 1996 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Noordoos, op 22 April 1997 om 10:00, te Verkooplokaal, N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Gedeelte 157 van Erf 4935, Eersterust-uitbreiding 6-dorpsgebied, Registrasieafdeling JR, Gauteng, beter bekend as James Weststraat 401, Eersterust-uitbreiding 6, groot 264 (tweehonderd vier-en-sestig) vierkante meter.

*Sonering:* Spesiale woon.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sit/eetkamer, drie slaapkamers, badkamer/wk en 'n kombuis.

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 Pretoriusstraat 1210, Hatfield.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/An (FF 1142).]

Saak No. 23708/96

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

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en KARSTEN, JACOBUS JOHANNES, 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-Noordoos, op 22 April 1997 om 10:00, te Verkooplokaal, Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Erf 55, Ekklesia-uitbreiding 1-dorpsgebied, Registrasieafdeling JR, Gauteng, beter bekend as Roetsstraat 185, Ekklesia, groot 1 004 (eenduisend en vier) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n sit/eetkamer, drie slaapkamers, twee badkamers/wk, kombuis, portaal en twee motorhuise.

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 Pretoriusstraat 1210, Hatfield, Pretoria.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/RK (FF 1106).]

Saak No. 23727/96

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

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en WILSON, JOHN, Eerste Verweerder, en WILSON, LAVONA  
CHARMAINE, Tweede Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hoërhof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, op 29 November 1996 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Noordoos, op 22 April 1997 om 10:00, te Verkooplokaal, N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, verkoop:

Sekere Gedeelte 9 van Erf 5685, in die dorpsgebied Eersterust-uitbreiding 6, Registrasieafdeling JR, Gauteng, beter bekend as Wynberglaan 239, Eersterust-uitbreiding 6, groot 390 (driehonderd en negentig) vierkante meter.

**Sonering:** Spesiale woon.

Die eiendom is verbeter en bestaan uit 'n woonhuis bestaande uit 'n sit/eetkamer, drie slaapkamers, badkamer/wk en 'n kombuis.

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 Pretoriusstraat 1210, Hatfield, Pretoria.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 1104).]

**Saak No. 1632/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHAL GEHOU TE BETHAL

**In die saak tussen ABSA BANK BEPERK (UNITED BANK DIVISIE), Eksekusieskuldeiser, en  
ANDRIES PHIRI, Eksekusieskuldenaar**

Ten uitvoering van 'n uitspraak van bogemelde Hof en 'n lasbrief tot uitwinning gedateer 15 Januarie 1997, sal die ondergemelde eiendom op Vrydag, 18 April 1997 om 11:00 by die Landdroskantoor, Bethal, aan die hoogste bieder verkoop word:

Gedeelte 1 van Erf 86, Nuwe Bethal-Oos-dorpsgebied, Registrasieafdeling IS, provinsie Mpumalanga, groot 1 599 (eenduisend vyfhonderd nege-en-negentig) vierkante meter. Aanvanklik getranspoteer kragtens Akte van Transport T50429/1981 met Kaart LG A3753/81 daarby aangeheg en gehou kragtens Akte van Transport T63550/1992.

Geteken te Bethal op hierdie 11de dag van Maart 1997.

E. van der Walt, vir Cohen, Cronje & Van der Walt, Feldcogebou, Clercqstraat (Posbus 63), Bethal. (Verw. L 1106.)

**Case No. 024/97**

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

**In the matter between NBS BANK LIMITED, Plaintiff, and JACK BOOTH, First Defendant, and  
CATHARINA ALETTA PRINSLOO, Second Defendant**

A sale in execution will be held on 25 April 1997 at 11:00, at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road), Bon Accord:

Erf 3485, situated in the Township of Doornpoort Extension 32, Registration Division JR, Province of Gauteng, measuring 488 square metres, known as corner of Ovenbush and 148 Adamsvy Streets, Doornpoort Extension 32.

The following improvements are reported to be on the property, but nothing is guaranteed: Dwelling, single storey, brick walls, corrugated iron roof, fitted carpets, tiles, lounge/dining-room, kitchen, scullery, pantry, family room, three bedrooms, two bathrooms, two showers, 2 w.c.'s, double garage, outside w.c., concrete walls and pavings.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria, Wonderboom, Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. [Tel. (011) 444-4442.] (Ref. Mr Stolp/RH/M.1884.)

**Case No. 4497/95**

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

**In the matter between NBS BANK LIMITED, Plaintiff, and ANTON BOSHOF, First Defendant, and  
CHARLENE BOSHOF, Second Defendant**

A sale in execution will be held on 25 April 1997 at 11:00, at Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road), Bon Accord, of:

Section 2, as shown and more fully described on Sectional Plan SS194/95, in the building or buildings known as Mont Park 1752, situated at Montana Park Extension 31, of which the floor area according to the said sectional plan is 135 square metres in extent; together with 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; held by the Defendants under Certificate of Registered Sectional Title ST19492/95, known as 1150 Klipmossie Street, Montana Park Extension 31.

The following improvements are reported to be on the property, but nothing is guaranteed: *Duethouse*: Single storey, brick walls, tiled roof, lounge, dining-room, kitchen, scullery, three bedrooms, two bathrooms, shower, 2 w.c.'s, double garage, garden and parking.

The conditions of sale may be inspected at the office of the Sheriff, Pretoria, Wonderboom, Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord.

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorneys. [Tel. (011) 444-4442.] (Ref. Mr Stolp/RH/M.1360.)

Saak No. 5488/96

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

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MASHILE, THEPISANG FREDDIE, Eerste Verweerder, en MASHILE, PAULINA THANDI, Tweede Verweerder**

Volgens vonnis van die Hof, sal per veiling die volgende eiendom op 22 April 1997 om 10:00, verkoop word te Balju, Terrace-gebou, Eaton Terrace 1, New Redruth, Alberton, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 267, Spruit View-uitbreiding 1-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 500 vierkante meter.

Die volgende inligting word sonder enige waarborg verskaf insake verbeteringe: Enkelverdiepingwoonhuis met portaal, sitkamer, eetkamer, gesinskamer, drie slaapkamers, twee badkamers, kombuis en twee motorhuise.

Die Villiers Scholtz, Commissionerstraat 130, Johannesburg.

Saak No. 22336/95

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

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en WIESE, BRANDON JOHN, Verweerder**

Volgens vonnis van die Hof sal per veiling die volgende eiendom op 22 April 1997 om 10:00, verkoop word te Balju, Terracegebou, Eaton Terrace 1, New Redruth, Alberton, op voorwaardes wat by sy kantoor ingesien kan word:

Erf 878, geleë te 10de Laan 30, Alberton-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 991 vierkante meter.

Die volgende inligting word sonder enige waarborg verskaf insake verbeteringe: Woonhuis met ingangsportaal, sitkamer, twee slaapkamers, badkamer, stoepkamer, kombuis en motorhuis.

De Villiers Scholtz, Commissionerstraat 130, Johannesburg.

Case No. 44430/96

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

**In the matter between SMALL BUSINESS DEVELOPMENT CORPORATION LIMITED, Execution Creditor, and MTHEMBU, SIKHUMBUZO JEROME, Execution Debtor**

Under a judgment of the Magistrate's Court for the District of Johannesburg, held at Johannesburg dated 25 October 1996, a sale in execution will be held on 18 April 1997 at 10:00, at the Sheriff, Soweto East, Third Floor, 32 Von Brandis Street, Johannesburg, of the following immovable property:

Erf 1478, Orlando East Township, Registration Division IQ, Gauteng, measuring 365 (three hundred and sixty-five) square metres, held under Certificate of Registered Grant of Leasehold TL39998/1995.

The following information is furnished concerning the improvements, but nothing is guaranteed: A residential site consisting of a dwelling with the usual outbuildings, two bedrooms, dining-room/family room, kitchen/scullery, bathroom, lounge and brick construction.

The sale will be held subject to terms and conditions to be read out by the auctioneer and these conditions may be examined at the offices of the Sheriff, Third Floor, 32 Von Brandis Street, Johannesburg, or at the offices of the Plaintiff's attorneys, F. M. Heynike, 21 Judges Avenue, Cresta, Randburg.

Signed at Johannesburg on this 12th day of March 1997.

F. M. Heynike, c/o National Security Corporation Limited, Attorney for Plaintiff, 10th Floor, Glencarin Building, 73 Market Street, Johannesburg. DX 110 Johannesburg. (Tel. 476-7871.) (Fax 476-7874.) [Ref. Mr Heynike/rl/K881 (CK2943).]

Saak No. 13817/95

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

**In die saak tussen NBS BANK BEPERK (voorheen bekend as NATAL BOUVERENIGING BEPERK), Eiser, en  
BASIL CLIVE BAKER, Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park, en 'n lasbrief vir eksekusie gedateer 15 Januarie 1996, die eiendom hieronder uiteengesit en in eksekusie verkoop op 24 April 1997 om 10:00, by die Baljuktore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Erf 795, Edleen-uitbreiding 3-dorpsgebied, Registrasieafdeling IR, Gauteng, in die distrik Kempton Park, ook bekend as Arthur McDonaldstraat 14, Edleen, 1 000 (eenduisend) vierkante meter groot.

Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Vier slaapkamers, twee badkamers, twee toilette, familie/TV-kamer, sitkamer, eetkamer, kombuis, twee motorhuise, teëldak, swembad en oprit.

*Voorwaardes van verkoping:*

1. Die koopprijs 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 hierdie 13de dag van Maart 1997.

C. Kruger, vir Nel & Oosthuizen Prokureurs, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. CK/sv/M347/MIB924.)

Saak No. 12201/96

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

**In die saak tussen NBS BANK BEPERK, Eiser, en STEPHANUS JACOBUS COETZEE, Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof vir die distrik Kempton Park, en 'n lasbrief vir eksekusie gedateer 29 Januarie 1997, eiendom hieronder uiteengesit en in eksekusie verkoop op 24 April 1997 om 10:00, by die Baljuktore, Parkstraat 8, Kempton Park, aan die hoogste bieder:

Sekere Gedeelte 1, Erf 1694, Bonaero Park-uitbreiding 3-dorpsgebied, Registrasie Afdeling IR, Gauteng in die distrik Kempton Park, ook bekend as Forelstraat 17 (Palingstraat 4), Bonaero Park, Kempton Park, 680 m<sup>2</sup> (seshonderd-en-tagtig) vierkante meter groot. Die volgende word aangekondig, maar geen waarborg in verband daarmee word verskaf nie: Twee slaapkamers, badkamer, toilet, sitkamer, kombuis en teëldak.

*Voorwaardes van verkoping:*

1. Die koopprijs 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 11de dag van Maart 1997.

C. Krüger, vir Oosthuizen & Krüger, Eerste Verdieping, Gert Nelgebou, Kemptonweg 20, Kempton Park. (Verw. CK/sv/M479/MIC602.)

Saak No. 372/96

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

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA, Eiser, en LOUIS THEMbisile MASHABANE,  
Verweerder**

Ingevolge 'n uitspraak van die Landdroshof gedateer 24 Mei 1996, en 'n lasbrief vir eksekusie gedateer 2 Desember 1996, word die ondergemelde eiendom in eksekusie verkoop op 9 Mei 1997 om 12:00, te die Hoofingang, Landdroshof, Nkomazi. Die verkoopvoorwaardes lê ter insae by die gemelde Balju.

Site 1527, Kamhlushwa; distrik Nkomazi.

1. Die koper moet alle agterstallige belastinge, heffings en dienste verskuldig aan die Plaaslike Owerheid betaal.

2. Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping en die balans is betaalbaar tesame met rente teen 18,5% (agtien komma vyf persent) per jaar vanaf die dag van die verkoping tot en met registrasie en waarvoor die Koper 'n bank- of bouverenigingwaarborg, wat deur die Vonnisskuldeiser goedgekeur is, binne 30 (dertig) dae vanaf die verkoping aan die Balju moet lewer.

3. Die koper is verantwoordelik vir afslaerskommissie van 4% (vier) persent in kontant op die dag van die veiling aan die gemelde Balju te betaal.

Geteken te Komatipoort op hierdie 10de dag van Maart 1997.

Esselens & Vennote, Pokureurs vir Eiser, Erfstraat 15 (Posbus 652), Komatipoort, 1340. (Tel. 790-7783.) (Verw. mnr. Esselen/EM5/96.)

**Saak No. 1824/95**

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

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA, Eiser, en MALAZA THSAKA WILLIAM, Verweerder**

Ingevolge 'n uitspraak van die Landdroshof gedateer 19 Februarie 1996, en 'n lasbrief vir eksekusie gedateer 4 Januarie 1996, word die ondergemelde eiendomme in eksekusie verkoop op 9 Mei 1997 om 12:00, te die Hoofingang, Landdroshof, Nkomazi. Die verkoopvoorwaardes lê ter insae by die gemelde Balju.

Site 324, Kamhlushwa, distrik Nkomazi, gehou kragtens Grondbrief 278/90; en Sit 325, Kamhlushwa, distrik Nkomazi, gehou kragtens Grondbrief 279/90.

1. Die koper moet alle agterstallige belastinge, heffings en dienste verskuldig aan die Plaaslike Owerheid betaal.

2. Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping en die balans is betaalbaar tesame met rente teen 18,5% (agtien komma vyf persent) per jaar vanaf die dag van die verkoping tot en met registrasie en waarvoor die Koper 'n bank- of bouverenigingwaarborg, wat deur die Vonnisskuldeiser goedgekeur is, binne 30 (dertig) dae vanaf die verkoping aan die Balju moet lewer.

3. Die koper is verantwoordelik vir afslaerskommissie van 4% (vier) persent in kontant op die dag van die veiling aan die gemelde Balju te betaal.

Geteken te Komatipoort op hierdie 10de dag van Maart 1997.

Esselens & Vennote, Pokureurs vir Eiser, Erfstraat 15 (Posbus 652), Komatipoort, 1340. (Tel. 790-7783.) (Verw. mnr. Esselen/EM49/95.)

**Saak No. 1193/96**

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

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA, Eiser, en ELIZE GROENEWALD, Verweerder**

Ingevolge 'n uitspraak van die Landdroshof gedateer 18 Julie 1996 en lasbrief vir eksekusie gedateer 8 Julie 1996, word die ondergemelde eiendom in eksekusie verkoop op 25 April 1997 om 12:00 te die Hoofingang, Landdroshof, Witrivier:

Erf 1961, Uitbreiding 18, Witrivier, gehou kragtens Akte van Transport T36584/1996.

1. Die koper moet alle agterstallige belastinge, heffings en dienste verskuldig aan die Plaaslike Owerheid betaal.

2. Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping en die balans is betaalbaar tesame met rente teen 18,5% (agtien komma vyf persent) per jaar vanaf die dag van die verkoping tot en met registrasie en waarvoor die koper 'n bank- of bouverenigingwaarborg, wat deur die Vonnisskuldeiser goedgekeur is, binne 30 (dertig) dae vanaf die verkoping aan die Balju moet lewer.

3. Die koper is verantwoordelik vir afslaerskommissie van 4% (vier persent) in kontant op die dag van die veiling aan die genoemde Balju te betaal.

Die verkoopvoorwaardes lê ter insae by die gemelde Balju.

Geteken te Komatipoort op hierdie 10de dag van Maart 1997.

Esselens & Vennote, Prokureurs vir Eiser, Erfstraat 15 (Posbus 652), Komatipoort, 1340. (Tel. 790-7783.) (Verw. mnr. Esselen/EM96/95.)

Saak No. 1855/95

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

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA, Eiser, en  
MNDawe JUDAS MAKHUBELA, Verweerder**

Ingevolge 'n uitspraak van die Landdroshof gedateer 8 Februarie 1996 en lasbrief vir eksekusie gedateer 8 Februarie 1996, word die ondergemelde eiendom in eksekusie verkoop op 9 Mei 1997 om 12:00, te die Hoofingang, Landdroshof, Nkomazi:

Site 811, Kamaqhekeza, distrik Nkomazi, gehou kragtens Grondbrief No. 121/82.

1. Die koper moet alle agterstallige belastings, heffings en dienste verskuldig aan die Plaaslike Owerheid betaal.
2. Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping en die balans is betaalbaar tesame met rente teen 18,5% (agtien komma vyf persent) per jaar vanaf die dag van die verkoping tot en met registrasie en waarvoor die koper 'n bank- of bouverenigingwaarborg, wat deur die Vonnisiskuldeiser goedgekeur is, binne 30 (dertig) dae vanaf die verkoping aan die Balju moet lewer.

3. Die koper is verantwoordelik vir afslaerskommissie van 4% (vier persent) in kontant op die dag van die veiling aan die genoemde Balju te betaal.

Die verkoopvoorwaardes lê ter insae by die gemelde Balju.

Geteken te Komatipoort op hierdie 10de dag van Maart 1997.

Esselens & Vennote, Prokureurs vir Eiser, Erfstraat 15 (Posbus 652), Komatipoort, 1340. (Tel. 790-7783.) (Verw. mnr. Esselen/EM32/95.)

Saak No. 5551/96

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

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK, Eksekusieskuldeiser, en  
ELIZABETH PETRONELLA OTTO, Eksekusieskuldenaar**

Ten uitvoer van 'n vonnis wat die Landdros van Pietersburg toegestaan het op 24 Januarie 1997 en 'n lasbrief vir eksekusie uitgereik in opvolging daarvan, sal die ondergemelde eiendom in eksekusie verkoop word op 16 Mei 1997 om 10:00, by die Landdroskantoor, Pietersburg, aan die hoogste bieder, naamlik:

Resterende Gedeelte van Erf 130, Annadale-dorpsgebied, Registrasieafdeling L.S., Noordelike Provinsie, groot 1 428 (eenduisend vierhonderd agt-en-twintig) vierkante meter, gehou kragtens Akte van Transport T22882/90.

Die eiendom kan omskrywe word soos volg: Woonhuis geleë te Doornkraalstraat 9A, Annadale, Pietersburg, en bestaan uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers en enkelmotorhuis.

**Terme:** Die veilingskoste plus 10% (tien persent) van die koopprys in kontant betaalbaar ten tye van die 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 verkoopvoorwaardes wat onmiddellik voor die aanvang van die verkoping gelees sal word, is ter insae by die kantore van die Balju Landdroshof, Pietersburg, en kan te eniger tyd gedurende kantoorure geïnspekteer word.

Geteken te Pietersburg op die 18de dag van Maart 1997.

W. A. H. Nel, vir Steytler Nel & Calitz, Eerste Verdieping, Pioneersentrum, Landdros Maréstraat 52, Pietersburg. (Verw. mnr. Nel/CF/ANU 057.)

Case No. 12613/96

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

**In the matter between ABSA BANK LIMITED (Reg. No. 86/04794/06), ALLIED BANK DIVISION, Plaintiff, and ANAND  
NAGAPAN PILLAY, First Defendant, and LINGANAYAGIE SUBRYAN PILLAY, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 17 January 1997 and a writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 13 May 1997 at 10:00, at the premises by Property Mart, to the highest bidder:

Certain Erf 5756, Northmead Extension 4 Township, Registration Division IR, Province of Gauteng, situated on 26 Papawer Street, Northmead Extension 4, in the Township of Northmead Extension 4, District of Benoni, measuring 991 (nine hundred and ninety-one) square metres.

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

Building comprises entrance hall, lounge, dining-room, three bedrooms, bathroom, separate w.c., kitchen. *Outbuildings:* Garage, servant's room and w.c.

*The conditions of sale:*

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

The full conditions of sale 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 March 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg; C/o Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. A00943/Mrs Whitson.)

Case No. 2820/94

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

**In the matter between ABSA BANK LIMITED (Reg. No. 86/04794/06), UNITED BANK DIVISION, Plaintiff, and GEORGE JACOBUS VORSTER, First Defendant, and JACOMINA JACOBA VORSTER, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 5 May 1994 and a writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 15 May 1997 at 11:00, at the property by the Michael James Organisation, to the highest bidder:

Certain Erf 5669, Northmead Extension 4 Township, situated on 86 Gousblom Street, Northmead Extension 4, in the Township of Northmead Extension 4, District of Benoni, measuring 995 (nine hundred and ninety-five) square metres.

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

Building built of brick and plaster, tiled roof comprising an entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom, w.c., servant's room with a w.c., double garage, laundry, swimming-pool and a double carport.

*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 March 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg; C/o Hammond, Pole & Dixon, First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. U00176/Mrs Teixeira.)

Case No. 1487/95

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

**In the matter between ABSA BANK LIMITED (Reg. No. 86/04794/06), ALLIED BANK DIVISION, Plaintiff, and MATHIBELA, DUBI JOHANNES, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni, on 7 April 1995 and a writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 13 May 1997 at 11:00, at the premises by Property Mart, to the highest bidder:

*Certain:*

Section 20, as shown and more fully described on Sectional Plan SS74/84, in the scheme known as Golan Heights in respect of the land and building or buildings situated at Woburn Avenue, Benoni, of which the floor area, according to the said sectional plan is 41 (forty-one) square metres; and

an undivided share in the common property in the scheme apportioned to the said sectional in accordance with the participation quota as endorsed on the sectional plan, held by Certificate of Registered Sectional Title ST25299/94 (the mortgaged unit), also known as Flat 28, Golan Heights, Woburn Avenue, Benoni.

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

Flat consisting of an entrance hall, two bedrooms, bathroom with w.c. and kitchen.

*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 March 1997.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, c/o Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Whitson/A00594.)

Case No. 25846/94

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MTIMKULU, PHINEAS, Defendant**

In execution of a judgment of the High 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 24 April 1997 at 10:00, of the under-mentioned 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 High Court, Johannesburg West, Third Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 3412, now renumbered Erf 26817, Meadowlands Zone 10 Township, Registration Division IQ, Province of Gauteng, measuring 197 (one hundred and ninety-seven) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, bedroom, dining-room, kitchen and bathroom.

The property is zoned Residential.

Signed at Johannesburg this 18th day of March 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. M28744/PC.)

Case No. 11251/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NONTONGO, MZIKANTU NELSON, First Defendant, and NONTONGO, LINDIWE JANE, Second Defendant**

In execution of a judgment of the High 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 24 April 1997 at 10:00, of the under-mentioned 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 Court, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 3590, Protea Glen Extension 2 Township, Registration Division IQ, Province of Gauteng, measuring 270 (two hundred and seventy) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on this 18th day of March 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. N45244/PC.)

Case No. 17808/95

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

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

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, Potchefstroom, in front of the main entrance to the Magistrate's Court, Fochville, on 25 April 1997 at 10:30, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff, Potchefstroom, at 20 Borrius Street, Baillie Park, Potchefstroom, prior to the sale:

Erf 3503, Wedela Extension 1 Township, Registration Division IQ, Province of Gauteng, measuring 260 (two hundred and sixty) square metres.

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

The property is zoned Residential.

Signed at Johannesburg this 18th day of March 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. M46057/PC.)

Case No. 11805/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and LEBITSA, ARIEL SELLO, Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, Potchefstroom, in front of the main entrance to the Magistrate's Court, Fochville, on 25 April 1997 at 10:45, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff, Potchefstroom, at 20 Borrius Street, Baillie Park, Potchefstroom, prior to the sale:

Erf 3673, Wedela Extension 1 Township, Registration Division IQ, Province of Gauteng, measuring 207 (two hundred and seven) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on this 18th day of March 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. L45759/PC.)

Case No. 18613/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and HLOAHLOA, CHRISTIAN, First Defendant, and HLOAHLOA, MARRY, Second Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, Potchefstroom, in front of the main entrance to the Magistrate's Court, Fochville, on 25 April 1997 at 10:45, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the office of the Sheriff, Potchefstroom, at 20 Borrius Street, Baillie Park, Potchefstroom, prior to the sale:

Erf 3435, Wedela Extension 1 Township, Registration Division IQ, Province of Gauteng, measuring 182 (one hundred and eighty-two) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on this 18th day of March 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. H47149/PC.)

Case No. 26337/91

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

**In the matter between NEDPERM BANK LIMITED, Plaintiff, and DLADLA, SIPHO GILSON, First Defendant, and DLADLA, NONKULULEKO NANCY, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the Salesrooms of the Sheriff, 10 Liebenberg Street, Roodepoort, on 25 April 1997 at 10:00, of the undermentioned property of the Defendants on the conditions and which may be inspected at the offices of the Sheriff at 10 Liebenberg Street, Roodepoort, prior to the sale:

Erf 774, Dobsonville Township, Registration Division IQ, Province of Gauteng, measuring 275 (two hundred and seventy-five) 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 and kitchen. *Outbuildings:* Servants' quarters and single garage.

The property is zoned Residential.

Signed at Johannesburg this 20th day of March 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. D17678/PC.)

Case No. 13691/92

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DLAMINI, NOKO JOHANNA, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the Salesroom of the Sheriff, 10 Liebenberg Street, Roodepoort, on 25 April 1997 at 10:00, of the undermentioned property of the Defendant on the conditions and which may be inspected at the offices of the Sheriff, at 10 Liebenberg Street, Roodepoort, prior to the sale:

Erf 2085, Dobsonville Township, Registration Division IQ, Province of Gauteng, measuring 328 (three hundred and twenty-eight) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under asbestos roof, two bedrooms, kitchen and dining-room. *Outbuilding:* Two garages.

The property is zoned Residential.

Signed at Johannesburg on this 20th day of March 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. D21101/PC.)

Case No. 11747/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and KUMALO, MAFIKA REGINALD, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the Salesroom of the Sheriff, 10 Liebenberg Street, Roodepoort, on 25 April 1997 at 10:00, of the undermentioned property of the Defendant on the conditions and which may be inspected at the offices of the Sheriff, at 10 Liebenberg Street, Roodepoort, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 11438, Dobsonville Extension 4 Township, Registration Division IQ, Province of Gauteng, measuring 152 (one hundred and fifty-two) square metres.

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

Signed at Johannesburg on this 20th day of March 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. K45284/PC.)

Case No. 13429/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and KUMALO, AMOS, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff, at the Salesroom of the Sheriff, 10 Liebenberg Street, Roodepoort, on 25 April 1997 at 10:00, of the undermentioned property of the Defendant on the conditions and which may be inspected at the offices of the Sheriff, at 10 Liebenberg Street, Roodepoort, prior to the sale:

Erf 8493, Dobsonville Extension 2 Township, Registration Division IQ, Province of Gauteng, measuring 343 (three hundred and forty-three) square metres.

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

Signed at Johannesburg on this 20th day of March 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. K47926/PC.)

Case No. 29419/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOTHULWE, DIJENG BENJAMIN, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff at the salesrooms of the Sheriff, 10 Liebenberg Street, Roodepoort, on 25 April 1997 at 10:00, of the undermentioned property of the Defendant on the conditions and which may be inspected at the offices of the Sheriff at 10 Liebenberg Street, Roodepoort, prior to the sale:

Erf 3777, Dobsonville Township, Registration Division IQ, Province of Gauteng, measuring 279 (two hundred and seventy-nine) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on the 20th day of March 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. M47646/PC.)

Case No. 11589/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and RAATJI, DANIEL  
First Defendant, and RAATJI, MARY, Second Defendant**

In execution of a judgment of the High 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, Halfway House, Alexandra, 45 James Crescent, Halfway House, on 23 April 1997 at 13:00, of the undermentioned property of the Defendants on the conditions and which may be inspected at the offices of the Sheriff, Halfway House, Alexandra, 45 James Crescent, Halfway House, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 1074, Alexandra Extension 7 Township, Registration Division IR, Province of Gauteng, measuring 122 (one 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, two other rooms and bathroom.

The property is zoned Residential.

Signed at Johannesburg on the 20th day of March 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. R45239/PC.)

Case No. 03739/05

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and RADEBE, NOMHLE BEAUTY,  
First Defendant, and MTHIMKHULU, JANE, Second Defendant**

In execution of a judgment of the High 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, Halfway House, Alexandra, 45 James Crescent, Halfway House, on 23 April 1997 at 13:00, of the undermentioned property of the Defendants on the conditions and which may be inspected at the offices of the Sheriff, Halfway House, Alexandra, 45 James Crescent, Halfway House, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 1025, Alexandra Extension 7 Township, Registration Division IR, Province of Gauteng, measuring 101 (one hundred and one) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on the 20th day of March 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. R29757/PC.)

Case No. 13245/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CHOKOE, BENJAMIN PMHO, Defendant**

In execution of a judgment of the High 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, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, on 23 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, at Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Portion 36 of Erf 15049, Kagiso Extension 6 Township, Registration Division IQ, Province of Gauteng, measuring 315 (three hundred and fifteen) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on the 19th day of March 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. C45367/PC.)

Case No. 20549/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MAJOLA, PHILEMON LAZARUS, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the office of the Sheriff, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, on 23 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, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 9617, Kagiso Township, Registration Division IQ, Province of Gauteng, measuring 292 (two hundred and ninety-two) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling-house of brick and mortar.

The property is zoned Residential.

Signed at Johannesburg on the 17th day of March 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. M47164/PC.)

Case No. 30638/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and TSELAPEDI, DAVID CHRISTOPHER, 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, Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, on 23 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, at Klaburn Court, 22B Ockerse Street, corner of Ockerse and Rissik Streets, Krugersdorp, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 11894, Kagiso Extension 6 Township, Registration Division IQ, Province of Gauteng, measuring 622 (six 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 three bedrooms, two bathrooms, lounge and dining-room.

The property is zoned Residential.

Signed at Johannesburg on the 17th day of March 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. T47698/PC.)

Case No. 16587/91

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

**In the matter between NEDPERM BANK LIMITED, Plaintiff, and MALATSI, SAMUEL STRIKE, First Defendant, and MALATSI, MAGOANE RACHAEL, Second Defendant**

In execution of a judgment of the High 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 24 April 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 70, Leboeng Township, Tembisa, Registration Division IR, Province of Gauteng, measuring 255 (two hundred and fifty-five) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on this 18th day of March 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. M15332/PC.)

Case No. 6679/91

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

**In the matter between NEDPERM BANK LIMITED, Plaintiff, and SERONGOANE, MOGOTSI SAMUEL, First Defendant, and SERONGOANE, JOYCE HLEKANI, Second Defendant**

In execution of a judgment of the High 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 24 April 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 282, Tlamatlama Township, Tembisa, Registration Division IR, Province of Gauteng, measuring 321 (three hundred and twenty-one) square metres.

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

The property is zoned Residential.

Signed at Johannesburg on this 18th day of March 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. S14237/PC.)

Case No. 2423/95

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

**In the matter between NEDCOR BANK LIMITED, (Plaintiff), and MAMBA, BONGANI HOWARD, Defendant**

In execution of a judgment of the High 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 24 April 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 High Court, Johannesburg West, Third Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 3454, Protea Glen Extension 2 Township, Registration Division IQ, Province of Gauteng, measuring 264 (two hundred and sixty-four) square metres.

The following information is furnished in respect of the improvements, though in this respect, nothing is guaranteed: Dwelling house of brick and mortar.

The property is zoned Residential.

Signed at Johannesburg on this 18th day of March 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. M29575/PC.)

Case No. 11742/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MFOBELA, MAKHOSI WELLINGTON, Defendant**

In execution of a judgment of the High 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 24 April 1997 at 10:00, of the under-mentioned 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 High Court, Johannesburg West, Third Floor, T F C House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 19122, Diepkloof Extension 4 Township, Registration Division IQ, Province of Gauteng, measuring 402 (four hundred and 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, bathroom and two other rooms.

The property is zoned Residential.

Signed at Johannesburg on this 18th day of March 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. M45279/PC.)

Case No. 6630/96

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Execution Creditor, and BIDDULPH, BRIAN MALCOLM, First Execution Debtor, BIDDULPH, BEVERLEY JOY, Second Execution Debtor, and GRIGNARD, FRANK, Third Execution Debtor**

In pursuance of the judgment in the above Honourable Court on 12 November 1996 and the writ of execution dated 7 February 1997, the immovable properties situated at 40 Patrol Street, Kensington, Johannesburg, and 16 Boxer Street, Kensington, Johannesburg, will be auctioned voetstoots and for cash in execution on Thursday, 25 April 1997 at 10:00, to the highest bidder, at the Sheriff's Offices, situated at 69 Juta Street, Braamfontein:

The properties which will be put up to auction on 25 April 1997 consist of the following:

A dwelling-house situated on a property measuring 990 (nine hundred and ninety) square metres, and a dwelling-house situated on a property measuring 356 (three hundred and fifty-six) square metres.

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

Van Huyssteen & Associates, c/o Routledges, Attorneys for Execution Creditor, 16th Floor, Volkskas Centre, 230 Van der Walt Street, Pretoria. (Tel. 622-9122/3/4.) (Ref. KJvH/gt 100899.)

Saak No. 14540/95

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

**In die saak tussen OPERATION HUNGER, Eiser, en BROWN, ARTHUR ALLAN, Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak, sal 'n uitverkoop sonder 'n reserweprys gehou word te die Inligtingsportaal, Proforumgebou, Van Rensburgstraat 5, Nelspruit, op 25 April 1997 om 10:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die Venusaafslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantore van die Balju voor die verkoping ter insae sal lê:

(1) 'n Onverdeelde een vyfde aandeel in Eenheid 6, soos weergegee en meer volledig beskryf in Deeltitelplan 557/1995, in die skema bekend as Cedrella, met betrekking tot die onroerende eiendom en geboue geleë te Nelspruit, in die Munisipaliteit van Nelspruit, groot 94 m<sup>2</sup> gehou deur Akte van Transport ST 557-6/1995.

(2) 'n Onverdeelde een vyfde aandeel in Eenheid 8, soos weergegee en meer volledig beskryf in Deeltitelplan 557/1995, in die skema bekend as Cedrella, met betrekking tot die onroerende eiendom en geboue geleë te Nelspruit, in die Munisipaliteit van Nelspruit, groot 77 m<sup>2</sup> gehou deur Akte van Transport ST 557-8/1995.

(3) 'n Onverdeelde een vyfde aandeel in Eenheid 9, soos weergegee en meer volledig beskryf in Deeltitelplan 557/1995, in die skema bekend as Cedrella, met betrekking tot die onroerende eiendom en geboue geleë te Nelspruit, in die Munisipaliteit van Nelspruit, groot 94 m<sup>2</sup> gehou deur Akte van Transport ST 557-9/1995.

(4) 'n Onverdeelde een vyfde aandeel in Eenheid 12, soos weergegee en meer volledig beskryf in Deeltitelplan 557/1995, in die skema bekend as Cedrella, met betrekking tot die onroerende eiendom en geboue geleë te Nelspruit, in die Munisipaliteit van Nelspruit, groot 77 m<sup>2</sup> gehou deur Akte van Transport ST 557-12/1995.

(5) 'n Onverdeelde een vyfde aandeel in Eenheid 14, soos weergegee en meer volledig beskryf in Deeltitelplan 557/1995, in die skema bekend as Cedrella, met betrekking tot die onroerende eiendom en geboue geleë te Nelspruit, in die Munisipaliteit van Nelspruit, groot 77 m<sup>2</sup> gehou deur Akte van Transport ST 557-14/1995.

(6) 'n Onverdeelde een vyfde aandeel in Eenheid 15, soos weergegee en meer volledig beskryf in Deeltitelplan 557/1995, in die skema bekend as Cedrella, met betrekking tot die onroerende eiendom en geboue geleë te Nelspruit, in die Munisipaliteit van Nelspruit, groot 90 m<sup>2</sup> gehou deur Akte van Transport ST 557-15/1995.

**Terme:** 'n Kontantbetaling onmiddellik sodra die bod aan die koper toegeslaan is, vanaf 10% (tien persent) van die koopprys, ten opsigte van die balans en rente op die volle koopprys teen huidige verbandkoerse betaalbaar teen registrasie van transport, moet 'n bank- of bouvereniging- of ander aanneembare waarborg binne 14 (veertien) dae vanaf datum van verkoping verskaf word. Vendusiekoste betaalbaar sal 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 fooi van R7 000 met 'n minimum van R260.

Gedateer te Johannesburg op hierdie 17de dag van Maart 1997.

Feinsteins, Prokureurs vir Eiser, Negende Verdieping, The Atrium, Stanleylaan 41, Milpark, Johannesburg. (Tel. 482-1735.) (Faks. 726-8503.) (Verw. T. D. Brenner/12002.)

**Case No. 6351/96**

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
STAND 1301 BRYANSTON CC, Defendant**

In execution of a judgment of the High 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 the Salesroom of the Sheriff, 9 St Giles Street, Kensington B, on 25 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, at 10 Conduit Street, Kensington B, prior to the sale:

Erf 1301, Bryanston Township, situated at 26 Kent Road, Bryanston Township, Registration Division IR, Province of Gauteng, measuring 3 981 (three thousand nine hundred and eighty-one) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, lounge, dining-room, kitchen, family room, study room, four bedrooms and two bathrooms. *Outbuildings:* Three garages, swimming-pool and two servants' rooms.

The property is zoned Residential.

Signed at Johannesburg on this 18th day of March 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. S46512/SC.)

**Case No. 28840/95**

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
THE TRUSTEES FOR THE TIME BEING OF THE WAYNE RAYNARD TRUST No. 964/93, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff, at the Salesroom of the Sheriff, 9 St Giles Street, Kensington B, on 25 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, at 10 Conduit Street, Kensington B, prior to the sale:

Erf 43, Fourways Township, situated at 3 Albatros Street, Fourways Township, Registration Division IQ, Province of Gauteng, measuring 1 800 (one thousand eight hundred) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, family room, kitchen, scullery, laundry room, three bedrooms, two bathrooms and two toilets. *Outbuildings*: Double garage, servant's room, bathroom and toilet.

The property is zoned Residential.

Signed at Johannesburg on this 17th day of March 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. T60275/AB.)

Case No. 16012/95

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and  
BEKKER ANNE CATHARINA, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 22 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, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, prior to the sale:

Erf 467, Brackendowns Township, situated at 4 Wildevy Township, Brackendowns Township, Registration Division IR, Province of Gauteng, measuring 1 215 (one thousand two hundred and fifteen) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling consisting of lounge, dining-room, studyroom, kitchen, scullery, three bedrooms and two bathrooms/toilets. *Outbuildings*: Double garage.

The property is zoned Residential.

Signed at Johannesburg on this 12th day of March 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. B60181/AB.)

Case No. 25450/95

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
LIVERSAGE, JAYNE ELIZABETH (formerly ROGERS), Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit a sale without reserve will be held by the Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on 22 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, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, prior to the sale:

Erf 50 Brackendowns Township, situated at 121 Rae Frankel Street, Brackendowns Township, Registration Division IR, Province of Gauteng, measuring 1 000 (one thousand) square metres.

The following information is furnished in respect of the improvements, though in this respect nothing is guaranteed: Dwelling under tiled roof, lounge, dining-room, family room, study room, billiard room, dressing-room, four bedrooms, kitchen, bathroom/toilet and separate toilet/shower. *Outbuildings*: Double garage, double carport, servant's room and toilet/shower.

The property is zoned Residential.

Signed at Johannesburg on this 11th day of March 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. L60259/AB.)

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARIPOSA PROPERTIES CC, 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 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

*Certain:*

1. A unit consisting of section 4, as shown and more fully described on Sectional Plan SS278/96, in the scheme known as Mariposa, in respect of the land and building or buildings situated at Westdene Township, Local Authority: Northern Metropolitan Substructure of the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area according to the said sectional plan is 42 (forty-two) square metres in extent; and

2. an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 4 Mariposa, 97B Perth Road, Westdene.

*Improvements* (not guaranteed): Bedroom, bathroom and two other rooms.

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

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

A. G. Anderson, for Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N8272E/mgh/tf.)

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARIPOSA PROPERTIES CC, 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 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

*Certain:*

1. A unit consisting of Section 3, as shown and more fully described on Sectional Plan SS278/96, in the scheme known as Mariposa, in respect of the land and building or buildings situated at Westdene Township, Local Authority: Northern Metropolitan Substructure of the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area according to the said sectional plan is 42 (forty-two) square metres in extent; and

2. an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 3 Mariposa, 97B Perth Road, Westdene.

*Improvements* (not guaranteed): Bedroom, bathroom and two other rooms.

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

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

A. G. Anderson, for Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N8272E/mgh/tf.)

Saak No. 15253/92

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

**In die saak tussen STADSRAAD VAN KLERKSDORP, Eiser, en MARILYN LYDIA MORKEL, Verweerder**

Kragtens 'n vonnis in hierdie saak, word die volgende eiendom by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, in eksekusie verkoop op 25 April 1997 om 10:00:

Erf 55, geleë in die dorp Alabama, bekend as Winkelhaakstraat 20, Alabama, Registrasieafdeling IP, Transvaal, groot 347 (driehonderd sewe-en-veertig) vierkante meter, gehou kragtens Akte van Transport T22746/81.

*Beskrywing:* Twee slaapkamers, kombuis, sitkamer en buitetoilet.

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

1. Dat 'n deposito van 10% (tien persent) van die koopprys onmiddellik in kontant betaalbaar is.
2. Die balans koopprys met rente daarop teen 15,50% (vyftien komma vyftig 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 7de dag van Maart 1997.

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

Case No. 4232/95

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

**In the matter between UNITED BANK (a Division of ABSA Bank Ltd), Execution Creditor, and JOHANNA ELIZABETH NEL, Execution Debtor**

In pursuance of a judgment in the above Honourable Court and a warrant of execution the undermentioned property will be sold in execution by the Sheriff of the Magistrate's Court, Springs, where Property Mart CC Auctioneers will be the auctioneer, duly authorised thereto, on Thursday, 17 April 1997 at 11:00, at the premises situated at 107 Katjeepering Avenue, Edelweiss Extension 1, Springs, without reserve to the highest bidder:

Certain Erf 530, Edelweiss Extension 1 Township, Registration Division IR, Gauteng, also known as 107 Katjeepering Avenue, Edelweiss Extension 1, Springs, measuring 884 square metres, held by Deed of Transfer T43727/92.

*Zone:* Residential 1.

*Improvements:* The following improvements on the property are reported, though in this regard nothing is guaranteed:  
*Main building:* Brick building under tile roof, consisting of kitchen, lounge, dining-room, three bedrooms, bathroom and toilet.  
*Outbuildings:* Garage, servant's room and toilet.

*Sundries:* Nil.

*Material conditions of sale:*

1. The property shall be sold without reserve and to the highest bidder, subject to the title deeds.
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 17,25% (seventeen comma two five per cent) per annum against transfer to be secured by a bank guarantee to be approved by the 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 office of the Sheriff of the Magistrate's Court, 66 Fourth Street, Springs, as well as at the office of the Property Mart CC Auctioneers at Pogior Bastian Insurance House, 244 Louis Botha Avenue, Orange Grove.

Dated at Springs this 11th day of February 1997.

A. F. Jansen, for Bennett McNaughton & Jansen, Attorneys for Execution Creditor, Prudentia Building, 65 Fifth Street, Springs. (Tel. 812-1525.)

Case No. 8381/91

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and SAMUEL TUTU, First Execution Debtor, and PINKY PATIENCE TUTU, Second Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Benoni and a warrant of execution dated 21 October 1991, the residential property listed hereunder will be sold voetstoots in execution on Friday, 25 April 1997 at 11:00, at the Office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 18698, Tsakane Extension 8 Township, Registration Division IR, Province of Gauteng, measuring 453 (four hundred and fifty-three) square metres, also known as 18698 Tsakane Extension 8, Brakpan.

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:  
*Improvements:* A face brick dwelling under harvey tiled roof comprising two bedrooms, bathroom, lounge and kitchen.

*The material conditions of public auction:*

1. The sale shall be without reserve and voetstoots.
2. The purchaser will pay all costs of transfer of the property into his name, including but not limited to municipal rates, transfer duty and VAT, where applicable, Sheriff's commission on the sale and interest, plus a deposit of at least 10% (ten per cent) of the sale price.
3. The full conditions of sale may be inspected at the office of the Magistrate's Court or the Sheriff, Brakpan.

Signed at Benoni on this 3rd day of March 1997.

H. J. Falconer, for A. E. Cook Cook & Falconer, Attorneys for Judgment Creditor, Second Floor, Permanent Building, 47 Prince's Avenue, Benoni. (Tel. 845-2700.) (Ref. Mr Falconer/rb.)

Case No. 3915/93

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and MUNYADZIWA EZEKIEL SEMETSI,  
 First Execution Debtor, MARGARET SEMETSI, Second Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Benoni and a warrant of execution dated 4 June 1993, the residential property listed hereunder will be sold voetstoots in execution on Wednesday, 23 April 1997 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 248, Etwatwa Township, Registration Division IR, Province of Gauteng, measuring 316 (three hundred and sixteen) square metres, also known as Erf 248, Etwatwa, Daveyton, 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:  
*Improvements:* A plastered brick dwelling under tiled roof comprising two bedrooms, bathroom, lounge and kitchen.

*The material conditions of public auction:*

1. The sale shall be without reserve and voetstoots.
2. The purchaser will pay all costs of transfer of the property into his name, including but not limited to municipal rates, transfer duty and VAT, where applicable, Sheriff's commission on the sale and interest, plus a deposit of at least 10% (ten per cent) of the sale price.
3. The full conditions of sale may be inspected at the Magistrate's Court or the Sheriff, Benoni.

Signed at Benoni on this 3rd day of March 1997.

H. J. Falconer, for A. E. Cook Cook & Falconer, Attorneys for Judgment Creditor, Second Floor, Permanent Building, 47 Prince's Avenue, Benoni. (Tel. 845-2700.) (Ref. Mr Falconer/rb.)

Case No. 5089/92

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and ANIAS TATA MALOPE,  
 First Execution Debtor, BETTY LYDIA MALOPE, Second Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Benoni and a warrant of execution dated 29 May 1992, the residential property listed hereunder will be sold voetstoots in execution on 23 April 1997 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 10017, Daveyton Township, Registration Division IR, Province of Gauteng, measuring 333 (three hundred and thirty-three) square metres, also known as 10017 Eiselen Street, Daveyton, 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:  
*Improvements:* A brick dwelling under tiled roof comprising two bedrooms, bathroom, lounge, kitchen and garage.

*The material conditions of public auction:*

1. The sale shall be without reserve and voetstoots.

2. The purchaser will pay all costs of transfer of the property into his name, including but not limited to municipal rates, transfer duty and VAT, where applicable, Sheriff's commission on the sale and interest, plus a deposit of at least 10% (ten per cent) of the sale price.

3. The full conditions of sale may be inspected at the Magistrate's Court or the Sheriff, Benoni.

Signed at Benoni on this 3rd day of March 1997.

H. J. Falconer, for A. E. Cook Cook & Falconer, Attorneys for Judgment Creditor, Second Floor, Permanent Building, 47 Prince's Avenue, Benoni. (Tel. 845-2700.) (Ref. Mr Falconer/rb.)

Case No. 9516/93

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and MBONGENI PETROS SANGWENI, First Execution Debtor, and ZODWA DORIS SANGWENI, Second Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Benoni, and a warrant of execution dated 4 October 1993, the residential property listed hereunder will be sold voetstoots in execution on Friday, 25 April 1997 at 11:00, at the office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, to the highest bidder:

All right title and interest in the leasehold in respect of Erf 15276, Tsakane Extension 5 Township, Registration Division IR, Province of Gauteng, measuring 313 (three hundred and thirteen) square metres, also known as 15276 Tsakane Extension 5, Brakpan.

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:  
A plastered brick dwelling under asbestos roof comprising:

*Improvement:* Two bedrooms, bathroom, lounge and kitchen.

*The material conditions of public auction:*

1. The sale shall be without reserve and voetstoots.

2. The purchaser will pay all costs of transfer of the property into his name, including but not limited to municipal rates, transfer duty and VAT, where applicable, Sheriff's commission on the sale and interest, plus a deposit of at least 10% (ten per cent) of the sale price.

3. The full conditions of sale may be inspected at the office of the Magistrate's Court or the Sheriff, Brakpan.

H. J. Falconer, for A.E. Cook Cook & Falconer, Attorneys for Judgment Creditor, Second Floor, Permanent Building, 47 Prince's Avenue, Benoni. (Tel. 845-2700.) (Ref. Mr Falconer/rb.)

Saak No. 201/97

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

**In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en RODRIGUES, LOUISA, Eksekusieskuldenaar**

Ingevolge 'n vonnis toegetaan in bogemelde Hof op 10 Februarie 1997, en 'n lasbrief vir eksekusie gedateer 10 Februarie 1997, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju vir die Landdroshof by die Balju se kantore te St Columbweg 8, New Redruth, Alberton, op Woensdag, 23 April 1997 om 10:00:

Erf 2562, Brackenhurst-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 1 500 (eenduisend vyfhonderd) vierkante meter, gehou kragtens Akte van Transport T33269/1993, geleë te Benjaminstraat 13, Brackenhurst-uitbreiding 2, Alberton.

Die eiendom bestaan uit die volgende, alhoewel geen waarborg gegee word nie: 'n Enkelverdiepingwoonhuis bestaande uit 'n sitkamer, eetkamer, gesinskamer, studeerkamer, drie slaapkamers, twee badkamers, kombuis, buitetoilet, twee motorafdakke en 'n swembad.

*Vernaamste voorwaardes van verkoping:*

1. Die voorwaardes van verkoping sal ter insae lê by die Balju van die Landdroshof te St Columbweg 8, New Redruth, Alberton.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalinge van artikel 66 (2) van die Wet op Landdroshowe, No. 32 van 1933, soos gewysig, aan die hoogste bieder verkoop.

3. Koopprijs is soos volg betaalbaar:

3.1 Deposito van 20% (twintig persent) van die koopprijs is betaalbaar onmiddellik na die verkoping.

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

Gedateer te Benoni op hierdie 24ste dag van Maart 1997.

C. de Heus, vir Du Plessis, De Heus & Van Wyk, Prokureurs vir Eksekusieskuldeiser, Marilestgebou, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mnr De Heus/TW/AB430.)

Case No. 19749/96  
PH 170

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

**In the matter between STANDARD BANK OF SA LIMITED, Judgment Creditor, and ERF 455, HURLINGHAM  
EXTENSION 5, SANDTON CC, Judgment Debtor**

Be pleased to take notice that 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 Salesrooms of the Sheriff, Supreme Court, Sandton, at 9 St Giles Street, Kensington B, Sandton, at 10:00, on 25 April 1997 of the undermentioned property/ies of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Sheriff of the Supreme Court, at 10 Conduit Street, Kensington B, prior to the sale:

Erf 445, Hurlingham Extension 5 Township, Registration Division IR, Province of Gauteng, in extent 900 (nine hundred) square metres, held under Deed of Transfer T12065/96, subject to the conditions therein contained.

The following information is furnished regarding the improvements, although in this regard nothing is warranted. The above-mentioned property is a single-storey dwelling consisting of: Lounge, family room, dining-room, study, two bathrooms, three bedrooms, kitchen, scullery, double garage and swimming-pool.

*Street address:* 9 Sinsuant Crescent, Hurlingham Extension 5, Sandton.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of the transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale.

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

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

Young-Davis Inc., Sanlam Arena (Entrance 2), Corner of Cradock Avenue and Baker Street, Rosebank. (Tel. 447-1808.) (Ref. Mr Garven/fm/S.9913.)

Case No. 27836/96  
PH DX

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MAVUSO, JABULANI ROBERT, First Defendant, and  
MABUSO, THOZAMA THEODORA, Second 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, at 69 Jutta Street, Braamfontein, Johannesburg, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendants on conditions at the time of the sale and which may be inspected at the office of the Sheriff of the Supreme Court, Soweto West, Second Floor TCF House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Lot 2030, Protea North Township, Registration Division IQ, the Province of Gauteng, area 242 (two hundred and forty-two) square metres, situated at 2030 Protea North Township.

*Improvements* (not guaranteed): A house consisting of three bedrooms, lounge, dining-room, bathroom with toilet and kitchen.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee 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 25th day of March 1997.

Moseneke & Partners, Plaintiff's Attorneys, First Floor, Surrey House, 35 Rissik Street (P.O. Box 62690), Marshalltown, 2107. (Fax: 838-1556.) (Tel. 492-1610.) (Ref. Mr R. L. Mogotsi/mb/N-459.)

Case No. 11295/92

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

**In the matter between NEDCOR BANK LIMITED, Execution Creditor, and LINA SEBILWANE, NO, First Execution Debtor, and LINA SEBILWANE, Second Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Benoni and a warrant of execution dated 3 November 1992, the residential property listed hereunder will be sold voetstoots in execution on Friday, 25 April 1997 at 09:00, in the entrance hall of the Magistrate's Court, Church Street, Nigel, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 3028, Duduza Township, Registration Division IR, Province of Gauteng, measuring 258 (two hundred and fifty eight) square metres, also known as 3028 Mofokeng Street, Duduza.

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: A brick dwelling under tiled roof comprising:

*Improvements:* Two bedrooms, bathroom, lounge, kitchen and two outside rooms.

*The material conditions of public auction:*

1. The sale shall be without reserve and voetstoots.
2. The purchaser will be pay all costs of transfer of the property into his name, including but not limited to municipal rates, transfer duty and VAT, where applicable, Sheriff's commission on the sale and interest, plus a deposit of at least 10% (ten per cent) of the sale price.
3. The full conditions of sale may be inspected at the Magistrate's Court or the Sheriff, Nigel.

Signed at Benoni on the 3rd day of March 1997.

H. J. Falconer, for A. E. Cook Cook & Falconer, Attorneys for Judgment Creditor, Second Floor, Permanent Building, 47 Prince's Avenue, Benoni. (Tel. 845-2700.) (Ref. Mr Falconer/rb.)

Saak No. 8952/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BENONI GEHOU TE BENONI

**In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en DHLAMINI, NENE ANDRIES, Eksekusieskuldenaar**

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 12 Desember 1996 en 'n lasbrief vir eksekusie gedateer 20 Desember 1996, sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju by die Landdroshof van Benoni, te Harpurlaan, Benoni, op Woensdag, 23 April 1997 om 11:00:

Die reg, titel en belang in huurpag van Erf 30383, Daveyton-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 205 (twee honderd-en-vyf) vierkante meter, gehou kragtens Akte van Transport TL29453/1994, geleë te Erf 30383, Daveyton.

Die eiendom bestaan uit die volgende alhoewel geen waarborg gegee word nie: 'n Enkelverdieping woonhuis bestaande uit sitkamer, drie slaapkamers, badkamer en kombuis.

*Vernaamste voorwaardes van verkoping:*

1. Die voorwaardes van verkoping sal ter insae lê by die Balju van die Landdroshof te Liverpool Park 12, Liverpoolstraat, Benoni-Suid.

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalings van artikel 66 (2) van die Landdroshowe Wet, No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.

3. Koopprijs is soos volg betaalbaar:

3.1 Deposito van 20% van die koopprijs is betaalbaar onmiddellik na die verkoping.

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

Gedateer te Benoni op 20 Maart 1997.

C. de Heus, vir Du Plessis, De Heus & Van Wyk, Prokureurs vir Eksekusieskuldeiser, Marilestgebou, Woburnlaan 72, Benoni. (Mnr. de Heus/TW/AB383.) [Tel. (011) 422-2435.]

Case No. 1926/95

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

**In the matter between ABSA BANK LTD, trading as TRUST BANK, Plaintiff, and BRAYLON DISTRIBUTORS (PTY) LTD, First Defendant, A. J. FRAZER, Second Defendant, and ERIKA FRAZER, Third Defendant**

Kindly take notice that pursuant to a judgment granted on 3 July 1996 in the above Honourable Court and subsequent warrant of execution against fixed property issued on 8 July 1996 the following property will be sold in execution on 11:00 on 23 April 1997 at the offices of the Magistrate's Court, Harpur Avenue, Benoni, namely:

Portion 52 (portion of Portion 3) of the farm Zesfontein 27, Registration Division IR, Transvaal, also known as Plot 52, Nature Road, Zesfontein, Benoni.

*Improvements:* In this regard nothing is guaranteed: Two dwellings.

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

1. Ten per cent (10%) of purchase price on date of sale.
2. Balance of purchase price plus interest to be guaranteed within 14 (fourteen) days of the date of sale.
3. Possession subject to any lease agreement.

Dated at Benoni on this 25th day of March 1997.

Du Plessis De Heus & Van Wyk, Marilest Building, 72 Woburn Avenue, Benoni; P.O. Box 1432, Benoni. (Tel. 422-2435.) (Ref. Mr van Wyk/bdup/BA1079.)

Saak No. 1720/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

**In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en SONNYBOY SPAPI HLONGWANE, Eerste Eksekusieskuldenaar, en JOHANNA HLONGWANE, Tweede Eksekusieskuldenaar**

Ingevolge 'n vonnis toegestaan in bogemelde Hof op 11 Maart 1996 en 'n lasbrief vir eksekusie gedateer 12 Maart 1996 sal die volgende onroerende eiendom voetstoots verkoop word deur die Balju by die kantoor van die Balju, te Prince Georgelaan 439, Brakpan, op Vrydag, 25 April 1997 om 11:00:

Die reg, titel en belang in huurpag van Erf 7394, Tsakane-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, groot 260 (tweehonderd-en-sestig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Huurpag TL29786/1994, geleë te Phetlastraat 7394, Tsakane, Brakpan.

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

*Sonering:* Residensiële.

Vernaamste voorwaardes van verkoping:

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

2. Die verkoping geskied sonder voorbehoud by wyse van openbare verkoping en die eiendom word behoudens die bepalinge van artikel 66 (2) van die Wet op Landdroshof, No. 32 van 1944, soos gewysig, aan die hoogste bieder verkoop.

3. Koopprijs is soos volg betaalbaar—

3.1 Deposito van 20% (twintig persent) van die koopprijs is betaalbaar onmiddellik na die verkoping.

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

Gedateer te Benoni op hierdie 18de dag van Maart 1997.

C. de Heus, vir Du Plessis, De Heus & Van Wyk, Prokureurs vir Eksekusieskuldeiser, Marilestgebou, Woburnlaan 72, Benoni. [Tel. (011) 422-2435.] (Verw. mnr. De Heus/TW/AB 349.)

Case No. 399/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SOLOMON THABO NGCOBO, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the Magistrate's Court, Odi, Zone 5, Ga-Rankuwa, on Wednesday, 30 April 1997 at 10:00:

*Property:* Deed of Grant rights in respect of Site 9252, situated in the Township of Ga-Rankuwa, Unit 17, District of Odi.

*Improvements:* Three bedrooms, bathroom, kitchen and lounge.

Full conditions of sale can be inspected at the Sheriff, Odi, Stand 102, Zone 15, 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/GT4692.)

Case No. 847/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PULE JOHN MALOKA, Defendant**

A sale in execution of the undermentioned property is to be held without reserve in front of the main entrance, Magistrate's Court, General Hertzog Street, Vanderbijlpark, on 25 April 1997 at 10:00:

*Property:* All right, title and interest in the leasehold in respect of Stand 1435, Boipatong Township, Registration Division IQ, Transvaal.

*Improvements:* Three bedrooms, bathroom, kitchen, lounge and dining-room.

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

Full conditions of the sale can be inspected at the offices of the Sheriff of the Supreme Court, Vanderbijlpark, Suite C, Rietbok Building, General Hertzog Street, Vanderbijlpark, and will also be read out by the Sheriff, prior to the sale in execution.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/EMC/GT4713.)

Case No. 658/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MDUNGWAZI ALPHEUS MESWANE, Defendant**

A sale in execution of the undermentioned property is to be held without reserve in front of the Magistrate's Court, Malamulele, on Wednesday, 30 April 1997 at 15:00:

*Property:* Ownership Unit B382, in the Township of Malamulele, District of Malamulele.

*Improvements:* Two bedrooms, bathroom, kitchen and lounge.

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

Full conditions of sale can be inspected at the Sheriff, Malamulele/Giyani, 43 Potgieter Street, Phalaborwa, and will be read out prior to the sale.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/LVDM/GT4708.)

Case No. 26985/95  
PH 482IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
OELMANN, MICHAEL LAWRENCE, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), a sale without reserve will be held by the Sheriff of the Supreme Court for the District of Vereeniging, on Thursday, 24 April 1997 at 10:00, at Overvaal Building, 28 Kruger Avenue, Vereeniging, of the undermentioned property of the Defendant on and subject to the conditions to be inspected at the offices of the Sheriff for the Supreme Court for the District of Vereeniging:

The property is Erf 362, Arcon Park Extension 2 Township, Registration Division IQ, Gauteng, measuring 2 497 square metres and held under Deed of Transfer T70770/1992, situated at 5 Daffodil Street, Arcon Park Extension 2, Vereeniging.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Single-storey dwelling with tiled roof, internal and external brick walls that are plastered and comprising four bedrooms, entrance hall, lounge, family room, study, sunroom, kitchen, scullery, two bathrooms, shower, w.c., two carports and servant's room with w.c.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, and the balance and interest on the full purchase price at current bond rates payable against the registration of transfer, to be secured by a bank, building society or other acceptable guarantee, to be furnished within 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 fee of R260 (two hundred and sixty rand).

Dated at Johannesburg this 24th day of March 1997.

Max Cohen, Plaintiff's Attorney, First Floor, The Chambers, corner of Sixth Street and Louis Botha Avenue, Orange Grove, Johannesburg, 2192; P.O. Box 4184, Johannesburg, 2000; DX 257, Johannesburg. (Tel. 728-7500.) (Fax. 728-2147.) (Ref. Max Cohen/Clinton Lewis/F529.)

Case No. 27028/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)**In the matter between 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, 23 April 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 in the leasehold in respect of Erf 4744, Embalehile 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. 2235/97

IN THE SUPREME COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PERUMAL PROPERTY INVESTMENT CC, Defendant**

A sale in execution of the undermentioned property is to be held without reserve at 64 Voortrekker Street, Middelburg Township, on 25 April 1997 at 11:00.

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Auxilium Building, 6 Eksteen Street, Middelburg, and will also be read out by the Sheriff, prior to the sale in execution.

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

*Property:* Remaining Extent of Erf 103 Middelburg Township, Registration Division JS, Transvaal, known as 64 Voortrekker Street, Middelburg.

*Improvements:* Four bedrooms, bathroom, separate toilet, lounge, dining-room, kitchen, double garage and outside toilet.

Hack Stupel & Ross, Attorneys for the Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Mr B. du Plooy/ EMC/GT4739.)

Case No. 16422/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PITSO ALBIE WELCOME, First Defendant, and  
MODIEHI AUGUSTINA WELCOME, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve in front of the main entrance, Magistrate's Court, Gen. Hertzog Street, Vanderbijlpark, on Friday, 25 April 1997 at 10:00.

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

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

*Property:* All right, title and interest to the leasehold in respect of Stand 62894, Sebokeng Extension 16 Township, Registration Division IQ, Transvaal.

*Improvements:* Single storey, 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 2641.)

Case No. 28070/95

PH 482

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff/Execution Creditor, and  
WIESSNER, CORNELIUS HENDRIK, Defendant/Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) a sale without reserve, will be held at the Sheriff of the Supreme Court, for the District of Johannesburg South, at Ground Floor, 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on and subject to the conditions to be inspected at the offices of the Sheriff, at 100 Sheffield Street, Turffontein, Johannesburg:

The property is Erf 1040, Turffontein Township, Registration Division IR, Gauteng, measuring 495 (four hundred and ninety-five) square metres, and held under Deed of Transfer T47745/1995, situated at 3 Tramway Street, Turffontein, Johannesburg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Entrance hall, lounge, study, kitchen, three bedrooms, bathroom, shower, w.c., garage, servant's room, laundry and w.c.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, and the balance and interest on the full purchase price at current bond rates, payable against the 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 centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R7 000 (seven thousand rand) and a minimum fee of R260 (two hundred and sixty rand).

Dated at Johannesburg this 25th day of March 1997.

Max Cohen, Plaintiff's Attorney, First Floor, The Chambers, corner of Sixth Street and Louis Botha Avenue, Orange Grove, Johannesburg, 2192; P.O. Box 4184, Johannesburg, 2000. (Dx 257 JHB.) (Tel. 728-7500.) (Fax 728-2147.) (Ref. Max Cohen/Clinton Lewis/F837.)

Case No. 13473/95  
PH 482IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
ALLEN, JOHN WILLIAM, First Defendant, and ALLEN, LINDA DAWN, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) a sale without reserve will be held by the Sheriff of the Supreme Court for the District of Johannesburg South, at Ground Floor, 69 Jutta Street, Braamfontein, Johannesburg, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on and subject to the conditions to be inspected at the offices of the Sheriff at 100 Sheffield Street, Turffontein, Johannesburg:

The property is Erf 405, Kenilworth Township, Registration Division IR, Gauteng, measuring 495 (four hundred and ninety-five) square metres, and held under Deed of Transfer T37112/1994, situated at 154 Sheffield Street, Kenilworth, Johannesburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Single-storey dwelling with tiled roof, external and internal brick walls that are plastered and painted, three bedrooms, lounge, dining-room, bathroom, kitchen, w.c., pantry, playroom, entrance hall and two servants' rooms with two w.c.'s.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of the sale, and the balance and interest on the full purchase price at current bond rates payable against the 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 centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) to a maximum fee of R7 000 (seven thousand rand) and a minimum fee of R260 (two hundred and sixty rand).

Dated at Johannesburg on this 24th day of March 1997.

Max Cohen, Plaintiff's Attorney, First Floor, The Chambers, corner of Sixth Street and Louis Botha Avenue, Orange Grove, Johannesburg, 2192; P.O. Box 4184, Johannesburg, 2000, Dx 257, Johannesburg. (Tel. 728-7500.) (Fax: 728-2147.) (Ref. Max Cohen/Clinton Lewis/F435.)

Saak No. 24776/96

IN DIE HOËRHOF VAN SUID-AFRIKA  
(Transvaalse Provinsiale Afdeling)**In die saak tussen STANDARD BANK VAN SUID-AFRIKA BPK., Eiser, en JAN HENDRIK DE BEER, Verweerder**

Eksekusieverkoping gehou te word te kantoor van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort, ou Warmbad-pad) Bon Accord, op 25 April 1997 om 11:00:

Erf 122, Chantelle-dorpsgebied-uitbreiding 1, Registrasieafdeling JR, groot 800 (agthonderd) vierkante meter, gehou kragtens Akte van Transport T83189/95.

Die eiendom is geleë en staan bekend as Kameeldoringstraat 46, Chantelle-uitbreiding 1, Pretoria.

Verbeterings bestaande uit sitkamer, eetkamer, kombuis, twee slaapkamers, badkamer en drie afdakke.

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

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

Die verkoopvoorwaardes kan ingesien word by die kantore van die Adjunk-Balju, Wonderboom.

S. W. Hugo, vir Solomon Nicolson Rein & Verster, Sewende Verdieping, NBS-gebou, Pretoriusstraat 259, Pretoria (Posbus 645), Pretoria, 0001. (Verw. mnr. Hugo/pp/SB518.)

Case No. 231/97

## 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  
HENRY LYFORD MARTIN, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 4 February 1997, and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 24 April 1997 at 10:00, at the office of the Sheriff, Fourth Floor, Standard Towers, President Street, Germiston, to the highest bidder:

Certain Erf 301, Primrose Hill Township, situated on 23 Begonia Road, Primrose Hill, Township of Primrose Hill, District of Germiston, measuring 1 001 (one thousand and one) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising lounge, kitchen, three bedrooms, bathroom, shower and w.c. *Outbuildings:* Three garages, servant's room, w.c. and shower, braai, pool, security doors, gates, oil heater, brick paving, screen and wall. Cottage comprising bedroom, bathroom and w.c.

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

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

Dated at Germiston on this 24th day of February 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00635/Mrs Kok.)

Case No. 12687/96

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

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION) (Reg. No. 86/04794/06), Plaintiff, and  
ESSOP KHAN, First Defendant, and HAKJO KHAN, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni on 8 January 1997 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution on 14 May 1997 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni, to the highest bidder:

Certain Erf 1795, Actonville Extension 5 Township, situated at 1795 Carnavon Street, Actonville, in the Township of Actonville, District of Benoni, measuring 310 (three hundred and ten) square metres.

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

*The conditions of sale:*

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

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

Dated at Benoni on this 20th day of March 1997.

Hammond, Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg; c/o Hammond, Pole & Dixon Inc., First Floor, Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. U00828/Mrs Teixeira.)

Case No. 29536/94

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LTD (ALLIED BANK DIVISION), Plaintiff, and  
K. ERASMUS and E. ERASMUS, Defendants**

The following property will be sold in execution on 25 April 1997 at 11:00, at the office of the Sheriff, 439 Prince George Avenue, Brakpan, to the highest bidder:

Certain Erf 930, Leachville Extension 1 Township, situated at 59 Augrabies Avenue, Leachville Extension 1, Brakpan, measuring 660 (six hundred and sixty) square metres.

The property is improved, without anything warranted, by building built of brick and plaster with a tiled roof comprising lounge, dining-room, three bedrooms, two bathrooms and kitchen. Garage connected to TV room, servant's quarter, built on room and precast fencing.

Property zoned Residential 1.

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

Hammond, Pole & Dixon Inc. (Ref. A00452/Mrs Whitson.)

Case No. 8497/95

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
MTHIMKULU, PATRICIA, First Defendant, and MTHIMKULU, MACDONALD MACKSON, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 16 October 1995 and a writ of execution issued pursuant thereto, the property listed hereunder will be sold by public auction by Property Mart on 19 May 1997 at 10:00, at the premises, to the highest bidder:

Certain Erf 1548, Dawn Park Extension 24 Township, Registration Division IR, Province of Gauteng, situated at 19 Stanton Street, in the Township of Dawn Park Extension 24, in the District of Boksburg, measuring 800 (eight hundred) square metres.

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

*The conditions of sale:*

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

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

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

Hammond, Pole & Dixon Inc., Attorney for Plaintiff, Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00702/Mrs Whitson.)

Case No. 31571/96  
PH 196

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

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and  
ESTATE LATE SIBONGILE MBATHA, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the salesroom of the Sheriff, 69 Jutta Street, Braamfontein, Johannesburg, on 24 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, Johannesburg West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 11780, in the Township of Pimville, Zone 7, Registration Division IQ, Province of Gauteng, in extent 240 (two hundred and forty) square metres, situated at 11780 Pimville, Zone 7, Soweto.

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

*Residence:* Single storey dwelling, detached, built of bricks and painted plaster, under tiled roof. *Floors:* Granolithic floors, comprising lounge, dining-room, kitchen, three bedrooms, bathroom and w.c. *Outbuildings:* Boundary fencing.

*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 days from the date of sale. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this 18th day of March 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/MN6133.)

Case No. 16751/96  
PH 196

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

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and BHABHA, KHADIJA, First Defendant,  
and BHABHA, AHMED, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the salesroom of the Sheriff, 69 Jutta Street, Braamfontein, Johannesburg, on 24 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, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Portion 13 of Erf 50, in the Township of Alan Manor, Registration Division IQ, Province of Gauteng, in extent 991 (nine hundred and ninety-one) square metres, situated at 15 Wilfred Avenue, Alan Manor, 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, ceramic tiles, comprising lounge, dining-room, kitchen, three bedrooms, bathroom, shower and two w.c.'s. *Flatlet:* Consisting of lounge, bedroom and bathroom. *Outbuildings:* Garage, servants' quarters, store room, w.c. and concrete 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 days from the date of sale. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this 17th day of March 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/MN7079.)

Case No. 26548/95  
PH 196

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

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and  
ZONDO, MAHEKE JOHANN, First Defendant, and ZONDO, GRACE, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the salesrooms of the Sheriff, 69 Juta Street, Braamfontein, Johannesburg, on 24 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, Johannesburg-West, Second Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1330, in the Township of Protea North, Registration Division IQ, Province of Gauteng, in extent 242 (two hundred and forty-two) square metres, situated at 1330 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 tiled roof. *Floors:* Fitted carpets and vinyl tiles, comprising combined lounge and dining-room, kitchen, three bedrooms, bathroom and w.c. *Outbuildings:* Pergola, terrace, archway, washtub, paving and brick boundary 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 17th day of March 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/MN6934.)

Case No. 15183/94  
PH 196

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

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and  
ZURFA INVESTMENTS CC (Reg. No. CK89/23461/23), 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, on 24 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, Johannesburg-East, 69 Juta Street, Braamfontein, Johannesburg, prior to the sale:

Erf 466, in the Township of Observatory Extension, Registration Division IR, Province of Gauteng, in extent 2 351 (two thousand three hundred and fifty-one) square metres, situated at 90 Frederick Street, Observatory, 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 and under slate roof. *Floors:* Fitted carpets and tiles, comprising lounge, dining-room, study, entrance hall, second lounge, TV room, billiard table room, playroom, kitchen, five bedrooms, three bathrooms, three showers and five w.c.'s. *Outbuildings:* Double garage, double servants' quarters, storeroom, w.c. with bath, under floor heating, electrical garage doors, alarm, air-conditioning, jacuzzi, swimming-pool, satellite dish, steam shower, paving and brick boundary 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 17th day of March 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/MN6612.)

Case No. 28635/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARIPOSA PROPERTIES CC, 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 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

*Certain:*

1. A unit consisting of Section 5, as shown and more fully described on Sectional Plan SS278/96, in the scheme known as Mariposa, in respect of the land and building or buildings situated at Westdene Township, Local Authority: Northern Metropolitan Substructure of the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area according to the said sectional plan is 42 (forty-two) square metres, in extent, and

2. an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 5 Mariposa, 97B Perth Road, Westdene.

*Improvements* (not guaranteed): Bedroom, bathroom and two other rooms.

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

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

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

A. G. Anderson, for Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N8272E/mgh/tf.)

Case No. 28635/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARIPOSA PROPERTIES CC, 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 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

*Certain:*

1. A unit consisting of Section 6, as shown and more fully described on Sectional Plan SS278/96, in the scheme known as Mariposa, in respect of the land and building or buildings situated at Westdene Township, Local Authority: Northern Metropolitan Substructure of the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area according to the said sectional plan is 42 (forty-two) square metres, in extent, and

2. an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 6 Mariposa, 97B Perth Road, Westdene.

*Improvements* (not guaranteed): Bedroom, bathroom and two other rooms.

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

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

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

A. G. Anderson, for Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N8272E/mgh/tf.)

**Case No. 28635/96**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARIPOSA PROPERTIES CC, 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 69 Jutta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

*Certain:*

1. A unit consisting of Section 7, as shown and more fully described on Sectional Plan SS278/96, in the scheme known as Mariposa, in respect of the land and building or buildings situated at Westdene Township, Local Authority: Northern Metropolitan Substructure of the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area according to the said sectional plan is 42 (forty-two) square metres, in extent, and

2. an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 13 Mariposa, 97B Perth Road, Westdene.

*Improvements* (not guaranteed): Bedroom, bathroom and two other rooms.

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

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

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

A. G. Anderson, for Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N8272E/mgh/tf.)

**Case No. 28635/96**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARIPOSA PROPERTIES CC, 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 69 Jutta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

*Certain:*

1. A unit consisting of Section 8, as shown and more fully described on Sectional Plan SS278/96, in the scheme known as Mariposa, in respect of the land and building or buildings situated at Westdene Township, Local Authority: Northern Metropolitan Substructure of the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area according to the said sectional plan is 42 (forty-two) square metres, in extent, and

2. an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 14 Mariposa, 97B Perth Road, Westdene.

*Improvements* (not guaranteed): Bedroom, bathroom and two other rooms.

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

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

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

A. G. Anderson, for Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Giron Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N8272E/mgh/tf.)

Case No. 28635/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARIPOSA PROPERTIES CC, 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 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

*Certain:*

1. A unit consisting of Section 9, as shown and more fully described on Sectional Plan SS278/96, in the scheme known as Mariposa, in respect of the land and building or buildings situated at Westdene Township, Local Authority: Northern Metropolitan Substructure of the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area according to the said sectional plan is 42 (forty-two) square metres in extent; and

2. an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 15 Mariposa, 97B Perth Road, Westdene.

*Improvements* (not guaranteed): Bedroom, bathroom and two other rooms.

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

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

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

A. G. Anderson, for Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Giron Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N8272E/mgh/tf.)

Case No. 28635/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARIPOSA PROPERTIES CC, 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 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

*Certain:*

1. A unit consisting of Section 10, as shown and more fully described on Sectional Plan SS278/96, in the scheme known as Mariposa, in respect of the land and building or buildings situated at Westdene Township, Local Authority: Northern Metropolitan Substructure of the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area according to the said sectional plan is 42 (forty-two) square metres in extent; and

2. an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 16 Mariposa, 97B Perth Road, Westdene.

*Improvements* (not guaranteed): Bedroom, bathroom and two other rooms.

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

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

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

A. G. Anderson, for Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N8272E/mgh/tf.)

Case No. 28635/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARIPOSA PROPERTIES CC, 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 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

*Certain:*

1. A unit consisting of Section 11, as shown and more fully described on Sectional Plan SS278/96, in the scheme known as Mariposa, in respect of the land and building or buildings situated at Westdene Township, Local Authority: Northern Metropolitan Substructure of the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area according to the said sectional plan is 42 (forty-two) square metres in extent; and

2. an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 17 Mariposa, 97B Perth Road, Westdene.

*Improvements* (not guaranteed): Bedroom, bathroom and two other rooms.

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

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

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

A. G. Anderson, for Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N8272E/mgh/tf.)

Case No. 28635/86

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARIPOSA PROPERTIES CC, 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 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

1. A unit consisting of Section 12 as shown and more fully described on Sectional Plan SS278/96, in the scheme known as Mariposa, in respect of the land and building or buildings situated at Westdene Township, Local Authority: Northern Metropolitan Substructure of the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area according to the said sectional plan is 42 (forty-two) square metres in extent; and

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

*Situation:* 18 Mariposa, 97B Perth Road, Westene.

*Improvements* (not guaranteed): Bedroom, bathroom and two other rooms.

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

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

A. G. Anderson, for Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N8272E/mgh/tf.)

Case No. 28635/86

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARIPOSA PROPERTIES CC, 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 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

1. A unit consisting of Section 13 as shown and more fully described on Sectional Plan SS278/96, in the scheme known as Mariposa, in respect of the land and building or buildings situated at Westdene Township, Local Authority: Northern Metropolitan Substructure of the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area according to the said sectional plan is 42 (fourty-two) square metres in extent; and

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

*Situation:* 7 Mariposa, 97B Perth Road, Westene.

*Improvements* (not guaranteed): Bedroom, bathroom and two other rooms.

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

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

A. G. Anderson, for Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N8272E/mgh/tf.)

Case No. 28635/86

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARIPOSA PROPERTIES CC, 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 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

1. A unit consisting of Section 16 as shown and more fully described on Sectional Plan SS278/96, in the scheme known as Mariposa, in respect of the land and building or buildings situated at Westdene Township, Local Authority: Northern Metropolitan Substructure of the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area according to the said sectional plan is 42 (fourty-two) square metres in extent; and

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

*Situation:* 10 Mariposa, 97B Perth Road, Westene.

*Improvements* (not guaranteed): Bedroom, bathroom and two other rooms.

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

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

A. G. Anderson, for Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N8272E/mgh/tf.)

**Case No. 28635/96**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MARIPOSA PROPERTIES CC, 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 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain:

1. A unit consisting of Section 17 as shown and more fully described on Sectional Plan SS278/96 in the scheme known as Mariposa in respect of the land and building or buildings, situated at Westdene Township, Local Authority: Northern Metropolitan Substructure of the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area according to the said sectional plan is 42 (forty two) square metres in extent, and

2. an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 11 Mariposa, 97B Perth Road, Westdene.

*Improvements* (not guaranteed): Bedroom, bathroom, two other rooms.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

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

A. G. Anderson, for Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N8272E/mgh/tf.)

**Saak No. 1229/97**

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen STANDARD BANK VAN SA BEPERK (Reg. No. 62/00738/06), Eiser, en NAIDOO, BUNTY JUSTINE, Eerste Verweerder, en NAIDOO, ANITA VIOLA, Tweede Verweerder**

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Donderdag, 24 April 1997 om 10:00, deur die Balju vir die Hooggeregshof, Pretoria-Wes, gehou te die Balju se verkooplokaal, Olivetthuis 603A, hoek van Pretorius en Schubartstraat, Pretoria, aan die hoogste bieder:

Erf 754, geleë in die dorpsgebied Wespark, Registrasieafdeling JR, Gauteng, groot 825 vierkante meter, gehou kragtens Akte van Transport T24311/96.

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

*Straatadres:* McColmstraat 20, Wespark, Pretoria.

*Verbeterings:* Drie slaapkamerwoonhuis met sitkamer, eetkamer, kombuis, badkamer met stort, toilet, garage, huishulpkamer met badkamer asook motorafdek.

*Reserweprys:* Die eiendom word sonder reserweprys verkoop.

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

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

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

Gedateer te Pretoria hierdie 24ste dag van Maart 1997.

Haasbroek en Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat (Posbus 2205), Pretoria. [Tel. (012) 322-4401.] (Verw. V Rensburg/BVDM/S1234/122.)

Saak No. 5256/96

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

In die saak tussen **STANDARD BANK VAN SA BEPERK (Reg. No. 62/00738/06), Eiser, en**  
**JOHN HENRY DAVIS, Verweerder**

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Vrydag, 25 April 1997 om 11:00, deur die Balju vir die Hooggeregshof, Wonderboom, gehou te die Balju se kantoor, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria, aan die hoogste bieder:

Erf 125, geleë in die dorp Amandasig, Registrasieafdeling JR, Gauteng, groot 1 595 vierkante meter, gehou kragtens Akte van Transport T51471/84.

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

*Straatadres:* Feroxstraat 8, Amandasig, Akasia, Pretoria.

*Verbeterings:* Dubbelverdiepingwoonhuis met teëldak, ingangsportaal, sitkamer, eetkamer, familiekamer, studeerkamer, vyf slaapkamers, aantrekkamer, kombuis, waskamer, twee badkamers met toilette, twee garages, motorafdak, huishulpkamer met toilet, steenplaveisel, steenmuur en swembad.

*Reserweprys:* Die eiendom word sonder reserweprys verkoop.

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

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

*Verkoopvoorwaardes:* Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Wonderboom, te die Balju se kantoor, Gedeelte 83, De Onderstepoort (net Noord van Sasko Meule), ou Warmbadpad, Bon Accord, Pretoria.

Gedateer te Pretoria hierdie 24ste dag van Maart 1997.

Haasbroek en Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Momentumsentrum Westoring, Pretoriusstraat (Posbus 2205), Pretoria. [Tel. (012) 322-4401.] (Verw. V Rensburg/BVDM/S0421/1.)

Saak No. 147/96

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

In die saak tussen **STANDARD BANK VAN S.A. BEPERK (Reg. No. 62/00738/06), Eiser, en SONDANI EPHRAIM**  
**CHABANBU, Eerste Verweerder, en MAPULA CATHRINE CHAGANBU, Tweede Verweerder**

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Dinsdag, 22 April 1997 om 10:00, deur die Balju vir die Hooggeregshof, Pretoria-Noordoos, gehou te die Balju se verkoopslokaal, N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, aan die hoogste bieder:

Erf 804, Nellmapius-dorpsgebied, Registrasieafdeling JR, Gauteng, groot 220 vierkante meter, gehou kragtens Akte van Transport T50978/95.

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

**Straatadres:** Carnavonlaan 599, Nellmapius, Pretoria.

**Verbeterings:** Woonhuis met teëldak, sitkamer, kombuis, drie slaapkamers, badkamer en toilet.

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

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

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

**Verkoopvoorwaardes:** Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Pretoria-Noordoos te die Balju se kantoor, Pretoriusstraat 1210, Hatfield, Pretoria.

Gedateer te Pretoria hierdie 17de dag van Maart 1997.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Westoring, Momentumsentrum, Pretoriusstraat (Posbus 2205), Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/BVDM/S0508/1.)

**Saak No. 17581/96**

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 VERMAAK, DANIEL, Eerste Verweerder, en VERMAAK, ALETHA CATHARINA, Tweede Verweerder**

Ten uitvoerlegging van 'n vonnis van bogemelde Hof en 'n lasbrief vir eksekusie word die volgende eiendom in eksekusie verkoop op Donderdag, 24 April 1997 om 10:00, deur die Balju vir die Hooggeregshof, Pretoria-Wes, gehou te die Balju se verkoopslokaal, Olivettihuis 603A, hoek van Pretorius- en Schubartstraat, Pretoria, aan die hoogste bieder:

(a) Deel 5, soos getoon en volledig beskryf op Deelplan SS244/90 in die skema bekend as Elsenora ten opsigte van die grond en gebou of geboue geleë te Erf 354, Mountain View Pretoria, Plaaslike Bestuur, Stadsraad van Pretoria, van welke deel die vloeroppervlakte, volgens genoemde deelplan 156 (eenhonderd ses-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 Akte van Transport ST87142/94.

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

**Straatadres:** Elsenora 5, Irvinelaan 487, Mountain View, Pretoria.

**Verbeterings:** Deeltiteleenheid met ingangsportaal, sitkamer, eetkamer, kombuis, waskamer, drie slaapkamers, badkamer, toilet en motorafdak.

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

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

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

**Verkoopvoorwaardes:** Dit lê ter insae by die kantoor van die Balju vir die Hooggeregshof, Pretoria-Wes te die Balju se Kantoor, Olivettihuis 607, hoek van Pretorius- en Schubartstraat, Pretoria.

Gedateer te Pretoria hierdie 24ste dag van Maart 1997.

Haasbroek & Boezaart Ing., Eiser se Prokureurs, Tweede Verdieping, Westoring, Momentumsentrum, Pretoriusstraat (Posbus 2205), Pretoria. [Tel. (012) 322-4401.] (Verw. V. Rensburg/BVDM/S1234/23.)

**Saak No. 8148/96**

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

**In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en JAFTA M. MOHALANE, Eerste Vonnisskuldenaar, en NOSIPHA S. MOHALANE, Tweede Vonnisskuldenaar**

As gevolg van 'n vonnis van die Landdroshof, Kempton Park en 'n lasbrief gedateer 4 Februarie 1997, sal die volgende eiendom verkoop word in eksekusie op 24 April 1997 om 10:00, by die Balju se Kantoor, Parkstraat 8, Kempton Park, naamlik:

Erf 5297, Tembisa-uitbreiding 12, geleë te Erf 5297, Tembisa-uitbreiding 12, groot 141 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 Wet op Landdroshoue, 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 word of gewaarborg word met 'n goedgekeurde bank- of bougenootskapwaarborg binne 14 dae vanaf datum van koop.

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

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

Saak No. 27661/96

IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen NBS BANK LIMITED, Eiser, en WHITTAL, SHANE DANIËL, Eerste Verweerder, en WHITTAL, HESTER MAGDALENA, Tweede Verweerder**

Ter uitwinning van 'n vonnis van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping sonder 'n reserweprys gehou word te die kantore van die Balju, Derde Verdieping, Unitedgebou, Presidentstraat 177, Germiston, op Maandag, 21 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, Germiston-Suid, voor die verkoping ter insae sal lê:

Sekere Erf 14, Elspark-dorpsgebied, Registrasieafdeling IR, Transvaal, gehou deur Shane Daniël Whittal en Hester Magdalena Whittal, onder Akte van Transport T41979/1994, bekend as Pilicanstraat 10, Elspark, Germiston, groot 1 112 (een-duisend eenhonderd-en-twaalf) vierkante meter.

*Sonering:* Residensieel.

*Spesiale gebruiksvergunninge en voorwaardes:* Geen.

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

*Buitegeboue:* Motorhuis, motorafdak, bediendekamer, toilet en swembad.

*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 (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 ook al nietig verklaar word en/of gekanselleer word, dan in sodanige geval sal die Balju en/of Eksekusieskuldeiser en/of sy verteenwoordiger nie aanspreeklik wees vir enige verlies of skade voortspruitend uit sodanige nietigverklaring en/of kansellering.

Gedateer te Alberton op hede die 12de dag van Maart 1997.

E. Ungerer, vir Klopper Jonker Ing., Prokureurs vir Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace, Alberton, Posbus 6, Alberton, p.a. Docex 216, Presidentstraat 84, Johannesburg. (Verw. N3954/EU/PP.)

Case No. 14695/96

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 FAITH CYNTHIA NOMSA MAKOHLISO, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 10 January 1997, warrant of execution issued pursuant thereto, the property listed hereunder will be sold in execution and by public auction, on 5 May 1997 at 11:00, at the property namely:

Certain Erf 1728, Dawn Park Extension 31 Township, situated at 9 Hassink Street, Dawn Park Extension 31, Boksburg, measuring 805 (eight hundred and five) square metres.

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

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

Dated at Boksburg this 11th day of March 1997.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00952/Mrs Kok.)

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**Case No. 10507/96**

**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 KEVIN JAMES BLACK, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 24 January 1997, warrant of execution issued pursuant thereto, the property listed hereunder will be sold in execution and by public auction on 5 May 1997 at 10:00, at the property namely:

Certain Erf 85, Farrarpark Township, situated at 12 Robinson Street, Farrar Park, Boksburg, measuring 1 055 (one thousand and fifty-five) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Residence comprising entrance hall, lounge, dining-room, kitchen, three bedrooms, two bathrooms and w.c.'s, two separate w.c.'s. *Outbuildings:* Two garages, servant's room 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 this 11th day of March 1997.

Hammond Pole & Dixon Inc., Attorney for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00915/Mrs Kok.)

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**Case No. 24481/96**

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

**In the matter between NBS BANK LIMITED, formerly known as NATAL BUILDING SOCIETY LIMITED, (Reg. No. 87/01384/06 Plaintiff, and NTWAGAE DAVID MOGASHWA MOGASHWA, First Defendant, and MATSELENG FRANCINA MOGASHWA, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Germiston, on 5 February 1997 and a writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 7 May 1997 at 10:00, at the office of the Sheriff, 8 St Columb Road, New Redruth, Alberton, to the highest bidder:

All right, title and interest in the leasehold in respect of Site 1415, Likole Extension 1 Township, Registration Division IR, Province of Gauteng, situated on 1236 Likole Extension 1, Katlehong, in the Township of Katlehong, District of Alberton, measuring 330 (three hundred and thirty) square metres.

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

Residence comprising lounge, dining-room, kitchen, three bedrooms, bathroom with w.c., fencing and gates.

*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, Alberton.

Dated at Germiston on this 12th day of March 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg; C/o Seventh Floor, Bedford Centre, Bedford Gardens, Bedfordview. (Tel. 917-4631.) (Ref. N00624/Mrs Kok.)

Case No. 14694/96

## 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 PETRUS GREEN, First Defendant, and VANESSA GREEN, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 15 January 1997 and a writ of execution issued pursuant thereto the property listed hereunder will be sold in execution and by public auction on 5 May 1997 at 12:00, at the property, namely:

Certain Erf 212, Delmore Park Extension 2 Township, situated at 22 Geelbeck Street, Delmore Park Extension 2, Boksburg, measuring 299 (two hundred and ninety-nine) square metres.

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

Residence comprising of lounge, kitchen, three bedrooms and bathroom with w.c.

*The conditions of sale:*

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

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Court and at the offices of Property Mart, 244 Louis Botha Avenue, Pogir Bastion Insurance House, First Floor, Orange Grove.

Dated at Boksburg on this 11th day of March 1997.

Hammond Pole & Dixon Inc., Attorneys for Plaintiff, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00954/Mrs Kok.)

Case No. 768/96

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

**In the matter between NBS BANK LIMITED, formerly known as NATAL BUILDING SOCIETY LIMITED, (Reg. No. 87/01384/06) Plaintiff, and BERTON IVAN GOLIATH, First Defendant, and GAY GOWEL GOLIATH, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg, on 3 September 1996 and a writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 9 May 1997 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg to the highest bidder:

Certain Erf 646, Reiger Park Extension 1 Township, situated on 646 Gladiola Street, Reiger Park, in the Township of Reiger Park, District of Boksburg, measuring 389 (three hundred and eighty-nine) square metres.

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

Residence comprising of lounge, kitchen, three bedrooms, bathroom, w.c., carport, storeroom, brick drive and paving, concrete slasto patio.

*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 12th day of March 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. N00374/Mrs Kok.)

Case No. 17458/96

## IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between DIE STANDARD BANK VAN SUID-AFRIKA BEPERK, Plaintiff, and LOUIS PETRUS HAVENGA, Defendant**

A sale will be held at the Entrance Hall, Proforum Building, 5 Van Rensburg Street, Nelspruit, without reserve, on 25 April 1997 at 10:00, of:

Portion 27 (a portion of Portion 20) of the farm Manchester 121, Registration Division JU, Mpumalanga, measuring 21 4133 (two one comma four one three three) hectare, held by the Defendant under Deed of Transfer T10929/1996.

*Directions:* The property is situated on the Karino/Plaston Road across from the entrance to Mr Andeon Visagie's farm Neroli, turn right onto a gravel road and follow gravel road for two kilometres.

Improvements, although in this respect nothing is guaranteed: Dwelling consisting of four bedrooms, lounge, dining-room, kitchen, toilets and double garage. Improvements have been plundered and only the doors, walls and roof are left.

Inspect conditions at the office of the Sheriff, Supreme Court, Nelspruit.

D. Fourie/A. Holtzhausen, for Macrobert De Villiers Lunnon & Tindall Inc., 23rd Floor, SAAU Building, corner of Schoeman and Andries Streets, Pretoria. (Tel. 339-8311.) (Ref. R3/M04419/mw.)

**Saak No. 493/96**

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en FRANCIS MARIA NAIDOO, Verweerder**

'n Verkoop in eksekusie sal gehou word te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, op 22 April 1997 om 10:00:

Die eiendom staan bekend as Wilfred Roodtlaan 381, Eersterust-uitbreiding 6 en word omskryf as Gedeelte 194 van Erf 4935, Eersterust-uitbreiding 6, groot 275 vierkante meter.

Die eiendom word uitsluitlik vir woondoeleindes gebruik en bestaan na bewering uit sitkamer, drie slaapkamers, kombuis en badkamer met toilet.

Die verkoopvoorwaardes kan nagegaan word by die kantore van die Balju, Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield.

R. F. Kruse, vir Couzyn Hertzog & Horak Ing. (Tel. 322-8780.) (Verw. T. Horak/T2415.)

**Case No. 22436/96  
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  
MKHWANAZI, KHOHLWANGIFILE AMON, 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 24 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 1311, situated in the Township of Dube, Registration Division IQ, Gauteng, being 1311, Pioneer Avenue, Dube, Johannesburg, measuring 344 (three hundred and forty-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, two bedrooms, bathroom with outbuildings with similar construction comprising garage, bathroom, two servants' rooms.

Dated at Johannesburg on this 7th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.2065.)

**Case No. 8132/96  
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  
MADE, THULISILE GLORIA, 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 25 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 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Erf 17491, situated in the Township of Vosloorus Extension 25, Registration Division IR, Transvaal, being 17491, Vosloorus Extension 25, Boksburg, measuring 288 (two hundred and eighty-eight) square metres.

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

Dated at Johannesburg on this 7th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.1252.)

Case No. 10921/96

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 MAKWAKWA, ANDREW, First Execution Debtor, and MAKWAKWA, VERONICA GAONGALELWE, 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 25 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:

Certain Erf 2038, situated in the Township of Greenhills Extension 5, Registration Division IQ, Transvaal, being 3 Hackney Street, Greenhills Extension 5, Randfontein, measuring 982 (nine hundred and eighty-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, laundry, family room, entrance hall, four bedrooms and two bathrooms with outbuildings with similar construction comprising double carport, servant's room and toilet.

Dated at Johannesburg on this 6th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.1531.)

Case No. 31608/96

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 MAKAKOLE, STEPHEN KHASHANE, 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 24 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, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg, prior to the sale:

Certain Erf 385, situated in the Township of La Rochelle, Registration Division IR, Transvaal, being 15 Seventh Street, La Rochelle, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

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

Dated at Johannesburg on this 7th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.2157.)

Case No. 16005/96

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 NDLOVU, MASOJA AARON, First Execution Debtor, and NDLOVU, MURIEL VANGILE, 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, Randburg, on 29 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 775, situated in the Township of Bloubastrand Extension 2, Registration Division IQ, Transvaal, being 6 Berrio Place, Bloubastrand Extension 2, Randburg, measuring 970 (nine hundred and seventy) square metres.

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

Dated at Johannesburg this 6th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/N560.)

Case No. 17635/95  
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  
TANDY, DAVID BRUCE, 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 29 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and the Magistrate's Court, prior to the sale:

Certain Erf 1140, situated in the Township of Roodekop, Registration Division IR, Gauteng, being 32 Agapantus Street, Roodekop, Alberton, measuring 850 (eight 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, two bedrooms and bathroom with outbuildings with similar construction comprising garage, servant's room, toilet and swimming-pool.

Dated at Johannesburg this 5th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/T232.)

Case No. 10739/96  
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  
NIENABER, SANET, 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 25 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, Springs, 56 12th Street, Springs, prior to the sale:

Certain Erf 8, situated in the Township of Struisbult, Registration Division IR, Transvaal, being 18 Tarentaal Street, Struisbult, Springs, measuring 1 792 (one thousand seven hundred and ninety-five) square metres.

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

Dated at Johannesburg this 5th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/N497.)

Case No. 8358/94  
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  
TOWNSEND, DAPHNE REGINA, 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 24 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, Johannesburg West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 5, situated in the Township of Coronationville, Registration Division IQ, Gauteng, being 6 Klaver Street, Coronationville, Johannesburg, measuring 372 (three hundred and seventy-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 metal roof, comprising kitchen, lounge/dining-room, three bedrooms and bathroom with outbuildings with similar construction comprising of a store-room.

Dated at Johannesburg this 5th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/T166.)

Case No. 12521/96  
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  
LOMBARD, SUSAN ADRIANA, 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 24 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, Johannesburg West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 670 situated in the Township of Triomf, Registration Division IQ, Gauteng, being 73 Meyer Street, Triomf, Johannesburg, measuring 495 (four hundred and ninety-five) square metres.

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

Dated at Johannesburg this 5th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/L424.)

Case No. 31596/96  
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  
MFUSI, MUZIWAMANDLA NORMAN, 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 24 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 West, Third Floor, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 5231, situated in the Township of Protea Glen Extension 4, Registration Division IQ, Gauteng, being 5231 Protea Glen Extension 4, Johannesburg, 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, two bedrooms and bathroom.

Dated at Johannesburg this 4th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.1201.)

Case No. 22951/96  
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 HIBBERS, JACQUES  
JOHANNES, First Execution Debtor, and HIBBERS, ESTELLE, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park on 24 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Section 13, as shown and more fully described on Sectional Plan SS292/91 in the scheme known as Eged House in respect of the land and building or buildings situated at Kempton Park Township in the area of the Kempton Park/Tembisa Metropolitan Substructure, of which section the floor area, according to the said sectional plan, is 76 (seventy six) square metres in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST62215/96.

An exclusive use area described as Parking P13 measuring 14 (fourteen) square metres being as such part of the common property comprising the land and the scheme known as Eged House in respect of the land and building or buildings situated at Kempton Park Township in the area of the Kempton Park/Tembisa Metropolitan Substructure, as shown and more fully described on Sectional Plan SS292/91, held under SK4641/96S, being 13A Eged House, 2673 Long Street, Kempton Park.

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

Dated at Johannesburg during March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/H395.)

Case No. 722/96

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 HOLT, CRAIG GREGORY, First Execution Debtor, and HOLT, DEBRA JANET, 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, Randburg, on 29 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 241, situated in the Township of Sundowner Extension 2, Registration Division IQ, Transvaal, being 55 Aries Street, Sandowner Extension 2, Randburg, measuring 1 014 (one thousand and fourteen) 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 two bathrooms.

Dated at Johannesburg this 6th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/H298.)

Case No. 19525/96

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 CLOETE, PIETER ANDRIES, First Execution Debtor, and CLOETE, JOHANNA MAGDALENA ADRIANA, 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 24 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, Johannesburg West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 2622, Newlands Township, Registration Division IQ, Gauteng, being 125 Rex Street, Newlands, Johannesburg, measuring 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 built residence with iron roof, comprising kitchen, lounge, three bedrooms, bathroom, entrance hall with outbuildings with similar construction comprising of garage, servants' room, toilet and store-room.

Dated at Johannesburg on this 5th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/C.497.)

Case No. 27754/96  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and  
THORNE, TRACY, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 24 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Remaining Extent of Holding 445, situated in the Township of Bredell Agricultural Holdings Extension 2, Registration Division IR, Transvaal, being 445 Kilarney Street, Bredell Agricultural Holdings Extension 2, Kempton Park, measuring 1,0108 (one comma zero one zero eight) 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, family room, sewing room, three bedrooms, two bathrooms with outbuildings with similar construction comprising two carports and a cottage comprising of kitchen, lounge, dining-room, two bedrooms and bathroom.

Dated at Johannesburg this 5th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/T359.)

Case No. 1034/97  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and NDUGANE, TOBILE TENNYSON,  
First Execution Debtor, and NDUGANE, NONESI, 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, Randburg, on 29 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 941, situated in the Township of Randpark Ridge Extension 3, Registration Division IQ, Transvaal, being 16 Rand Park Drive, Randpark Ridge Extension 3, Randburg, measuring 1 434 (one thousand four hundred and thirty-four) square metres.

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

Dated at Johannesburg this 5th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/N578.)

Case No. 170/97  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and ABRAHAMS,  
EUGENE CHARLES, First Execution Debtor, and ABRAHAMS, PATSY BELINDA, 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 South/Dobsonville, on 25 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, Dobsonville, 10 Liebenberg Street, Roodepoort, prior to the sale:

Certain Erf 110, Fleurhof Township, Registration Division IQ, Gauteng, being 7 Beryl Drive, Fleurhof, Roodepoort, measuring 794 (seven 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 built residence with tiled roof, comprising kitchen, lounge, dining-room, three bedrooms, two bathrooms, passage with outbuildings with similar construction comprising garage, bathroom, shower and store-room.

Dated at Johannesburg on this 25th day of February 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/A.207.)

Case No. 29860/95  
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 LEKHULENI, DAVID BOESMAN, First Execution Debtor, and LEKHULENI, BETTY NTOMBIFUTHI, 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 25 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:

All right, title and interest in the leasehold in respect of Erf 13970, situated in the Township of kwaThema Extension 2, Registration Division IR, Transvaal, being 13970 kwaThema Extension 2, Springs, measuring 330 (three hundred and thirty) 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 5th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/L349.)

Case No. 11375/93  
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 MAROLEN, JOSEPH BOISANA, First Execution Debtor, and MAROLEN, APPATHIA NONTUTUZELO AGNES, 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 24 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, Soweto East, Third Floor, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 6964, situated in the Township of Orlando West, Registration Division IQ, Gauteng, being 6964 Mampuru Street, Orlando West, Johannesburg, measuring 486 (four hundred and eighty-six) square metres.

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

Dated at Johannesburg this 4th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.164.)

Case No. 12999/96  
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 COETZEE, WILLEM, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Brakpan, on 25 April 1997 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff, Brakpan, 439 Prince George Avenue, Brakpan, prior to the sale:

Certain Erf 1050, Brakpan-Noord Extension 3 Township, Registration Division IR, Gauteng, being 18, Phythian Street, Brakpan-Noord Extension 3, measuring 820 (eight hundred and twenty) 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 tile roof, comprising kitchen, lounge, dining-room, three bedrooms, bathroom and family room with outbuildings with similar construction comprising two garages and toilet.

Dated at Johannesburg on this 19th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/C477.)

Case No. 31487/96

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  
DIEPERINK, HENDRY RICHARD, Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's office, Kempton Park, on 24 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 526, Kempton Park West Township, Registration Division IR, Gauteng, being 81 Handel Street, Kempton Park, measuring 746 (seven hundred and forty-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 tile roof, comprising kitchen, lounge, three bedrooms, two bathrooms, with outbuildings with similar construction comprising bathroom and servant's room.

Dated at Johannesburg on this 20th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/D610.)

Case No. 10754/96

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  
BORRETT, ANDREW GERRITH, 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 25 April 1997 at 11:00, of the undermentioned property of the Defendant 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 1441, Springs Extension, Registration Division IR, Gauteng, being 60 Main Avenue, Springs Extension, measuring 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 singly-storey built residence with tile roof, comprising kitchen, lounge/dining-room, two bedrooms, bathroom, entrance hall, pantry, separate toilet, shower with outbuildings with similar construction comprising garage, servant's room, and toilet.

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

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/B.516.)

Case No. 1954/97

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and JAN AKE EBERSTAM, Defendant**

Notice is hereby given that on 24 April 1997 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, 69 Juta Street, Braamfontein, pursuant to a judgment in this matter granted by the above Honourable Court on 19 February 1997, namely:

Certain unit consisting of section 125, as shown and more fully described on Sectional Plan SS116/82 in the scheme known as Reynard Hall in respect of the land and building or buildings situated at Johannesburg Township, Transitional Local Council of Johannesburg and an undivided share in the common property, situated at 1105 Reynard Hall, 48 Goldreich Street, Hillbrow, Johannesburg.

The following improvements (which are not warranted to be correct) exist on the property: Sectional Title Unit comprising bedroom, bathroom, kitchen and lounge.

Full conditions can be inspected at the Sheriff's Office, 69 Juta Street, Braamfontein, and will be read out prior to the sale.

Dated at Boksburg on this 11th day of March 1997.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/S11.)

Case No. 22792/96

PH 170

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

**In the matter between STANDARD BANK OF S.A. LIMITED, Judgment Creditor, and  
JAARSKRAAL EIENDOMME CC, Judgment Debtor**

Be pleased to take notice that 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 salesrooms of the Sheriff, Supreme Court, Sandton at 9 St Giles Street, Kensington B, Sandton, on 25 April 1997 at 10:00, of the undermentioned property of the Judgment Debtor, on the conditions and which lie for inspection at the offices of the Sheriff of the Supreme Court, at 10 Conduit Street, Kensington B, prior to the sale:

A unit consisting of—

(a) Section 42 as shown and more fully described on Sectional Plan SS733/95 in the scheme known as Mile-Downe Manor in respect of the land and building or buildings situated at Morningside Extension 2 Township, in the area of the Eastern Metropolitan Substructure, of which section the floor area, according to the said sectional plan is 114 (one hundred and fourteen) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST63922/95.

The following information is furnished regarding the improvements, although in this regard nothing is warranted.

The above-mentioned property is a single-storey dwelling consisting of: Entrance hall, lounge, dining-room, bathroom, w.c., three bedrooms, kitchen, shower, carport, garage and swimming-pool.

*Street address:* 22 Summit Road, Morningside, Extension 2, Sandton.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of the transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale.

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

Dated at Johannesburg on this 19th day of March 1997.

Young-Davis Inc., Sanlam Arena (Entrance 2), corner of Cradock Avenue and Baker Street, Rosebank. (Tel. 447-1808.) (Ref. Mr Garven/fm/S.90.)

Case No. 01785/95  
PH 388IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOSWEU, JOEL DINTWA, First Defendant, and  
MOSWEU, LAKI DOROTHY, Second Defendant**

In execution of a judgment of the High 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 High Court, 10 Liebenberg Street, Roodepoort, on Friday, 25 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 High Court, prior to the sale:

All the right, title and interest in the 99 year leasehold in respect of Erf 1308, Dobsonville Township, Registration Division, Transvaal, area 277 (two hundred and seventy-seven) square metres, situated at 1308 Maikane Street, Dobsonville.

*Improvements* (not guaranteed): A house under asbestos roof consisting of two bedrooms, kitchen, dining-room and two outside rooms with garage.

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

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

Dated at Johannesburg on this 4th day of March 1997.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg.  
(Tel. 336-4052.) (Ref. ForeclosuresZ367.) (Ref. DV 516.)

Case No. 28879/96  
PH 388IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and STAND 143 TURFFONTEIN CC, Defendant**

In execution of a judgment of the High 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 High Court, 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 24 April 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 High Court, prior to the sale:

Certain Erf 143, Turffontein Township, Registration Division IR, Province of Gauteng, area 495 (four hundred and ninety-five) square metres, situated at 1 Donnelly Street, Turffontein.

*Improvements* (not guaranteed): A house under iron roof consisting of three bedrooms, one and a half bathrooms, kitchen, lounge, dining-room, garage, servants' quarters 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 4th day of March 1997.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg.  
(Tel. 336-4052.) (Ref. ForeclosuresZ2089.) (Ref. DX 516.)

Case No. 33210/94  
PH 388IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and  
MIXON, ANGELA THERESA, Defendant**

In execution of a judgment of the High 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 High Court, 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 24 April 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 High Court, prior to the sale:

Certain unit comprising Section 12 and its undivided share in the common property in the Stone Acres Sectional Title Scheme, area 113 (one hundred and thirteen) square metres, situated at Flat 304, Stone Acres, 76 Alexandra Street, Berea, Johannesburg.

*Improvements* (not guaranteed): A flat consisting of two bedrooms, two bathrooms, kitchen, lounge and dining-room with parking bay.

*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 4th day of March 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 5th Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ41.)

Case No. 21685/96  
PH 388IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and  
MOOSAJEE, SHAFAT, Defendant**

In execution of a judgment of the High 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 High Court, 50 Edwards Avenue, Westonaria, on Friday, 11 April 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 High Court, prior to the sale:

Certain Erf 3154, Lenasia South Extension 7 Township, Registration Division IQ, Province of Gauteng, area 720 (seven hundred and twenty) square metres, situated at 3154 Osmium Crescent, Lenasia South Extension 7.

*Improvements* (not guaranteed): A house under tile roof, consisting of three bedrooms, bathroom, kitchen and lounge with 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 4th day of March 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 5th Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1812.)

Case No. 31431/96  
PH 388IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SEHUME, SENOELO RUDLOF, First Defendant, and  
SEHUME, POTSO ANDRONICA, Second Defendant**

In execution of a judgment of the High 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 High Court, 10 Liebenberg Street, Roodepoort, on Friday, 25 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 High Court, prior to the sale:

Certain Erf 2414, Dobsonville Township, Registration Division IQ, Province of Gauteng, area 278 (two hundred and seventy-eight) square metres, situated on Erf 2414, Dobsonville.

*Improvements* (not guaranteed): A house under asbestos roof, consisting of two bedrooms, kitchen and dining-room with three outside rooms.

*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 4th day of March 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 5th Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ2161.)

Case No. 31429/96  
PH 388

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SEMAKANE, JOHANNES KAFUNI, First Defendant, and SEMAKANE, MOSEMOGI REBECCA, Second Defendant**

In execution of a judgment of the High 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 High Court, 10 Liebenberg Street, Roodepoort, on Friday, 25 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 High Court, prior to the sale:

Certain Erf 968, Dobsonville Township, Registration Division IQ, Province of Gauteng, area 279 (two hundred and seventy-nine) square metres, situated at Erf 968, Main Road, Dobsonville.

*Improvements* (not guaranteed): A house under asbestos roof, consisting of two bedrooms, kitchen and dining-room, with garage and two outside rooms.

*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 4th day of March 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 5th Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ2163.)

Case No. 20154/95  
PH 388

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOTH, DANIEL MFANAKAYISE, First Defendant, and MOTH, EULLEND, Second Defendant**

In execution of a judgment of the High 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 High Court, 131 Marshall Street, Johannesburg, on Thursday, 24 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 High Court, prior to the sale:

Certain Erf 83, Protea Glen Township, Registration Division IQ, Province of Gauteng, area 205 (two hundred and five) square metres, situated at Erf 83, Protea Glen.

*Improvements* (not guaranteed): A house under tile roof, consisting of three bedrooms, bathroom, kitchen and lounge with garage 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 4th day of March 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 5th Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ722.)

Case No. 610/97  
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 NCUBE, MQANJWA PHINEAS, First Defendant, and NCUBE, VIRGINIA, 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, 10 Liebenberg Street, Roodepoort, on Friday, 25 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 5894, Dobsonville Extension 1 Township, Registration Division IQ, Province of Gauteng, area 220 (two hundred and twenty-two) square metres, situated on Erf 5894, Dobsonville Extension 1.

*Improvements* (not guaranteed): A house under tile roof, consisting of three bedrooms, bathroom, kitchen, lounge, dining-room and wire fence 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 25th day of February 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, 5th Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresX255.)

Case No. 10123/94

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and VANROOI SIMON KHUNOU, First Defendant, and JOHANNA KHUNOU, Second Defendant**

A sale in execution of the undermentioned property is to be held by the Sheriff, Thabazimbi, in front of the Magistrate's Court, Fourth Avenue, Thabazimbi, on Friday, 25 April 1997 at 10:00.

Full conditions of sale can be inspected at the office of the Sheriff, Thabazimbi, 61 Van der Bijl Street, Thabazimbi, and will be read out prior to the sale taking place.

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

*Property:* Erf 503, situated in the Township of Regorogile, Registration Division KQ, Northern Province, measuring 330 square metres and also known as 503 Regorogile, District of Thabazimbi.

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

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Coetzee/Lee/S1490.)

Case No. 2044/97

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CHAKENG SAMUEL LEDINGOANE, First Defendant, and DELINA HLAMALANE LEDINGOANE, Second Defendant**

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 25 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 taking place.

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

*Property:* Portion 7 of Erf 71, The Orchards Township, Registration Division JR, Gauteng, measuring 991 square metres and also known as 2 Willow Street, The Orchards.

*Improvements: Dwelling:* Four bedrooms, two bathrooms, lounge, dining-room, TV room, kitchen and laundry.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/In/E619.)

Case No. 2055/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and ABSALOM MANQOBA KHUMALO, Defendant**

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, Witbank, Delville Street, Witbank, on Friday, 25 April 1997 at 10:00.

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

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

*Property:* Erf 4224, KwaGuqa Extension 7 Township, Registration Division JS, Mpumalanga, measuring 280 square metres, also known as 4224 KwaGuqa Extension 7, Witbank.

*Improvements: House:* Two bedrooms, bathroom, and other room.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Lee/E586.)

Case No. 2393/97

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

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MAARTEN JOHANNES SLABBERT POTGIETER, First Defendant, and ELIZABETH JOHANNA POTGIETER, Second Defendant**

A sale in execution of the undermentioned property is to be held at the entrance of the Magistrate's Court, Cullinan, situated on the Cullinan/Rayton Road, approximately 1,5 kilometres from the Zonderwater Prison, on Friday, 25 April 1997 at 11:00.

Full conditions of sale can be inspected at the office of the Sheriff, Cullinan, corner of Natalie and Victor Streets, Murrayfield, 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 of the property.

*Property:* Erf 188, situated in the Township of Cullinan, Registration Division JR, Gauteng, measuring 1 301 square metres and also known as 17 Mimosa Avenue, Cullinan.

*Improvements: Dwelling:* Three bedrooms, two bathrooms, living-room, garage, two bathrooms, servants' quarters, stoep and thatched lapa.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Coetzee/Ln/F95.)

Case No. 2042/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MPHIKELELI JACOB MHLAPO, First Defendant, and ELEANOR NKAMBULE, Second Defendant**

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 25 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 taking place.

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

*Property:* Erf 613, Mahube Valley Township, Registration Division JR, Gauteng, measuring 241 square metres and also known as 613 Mahube Valley Township, Pretoria.

*Improvements: Dwelling:* Four bedrooms, kitchen, lounge, family room, bathroom with toilet and two garages.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/In/E617.)

Case No. 24676/96

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

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
SELLO JACOB MALEMA, First Defendant, and KGOMBI MARIA MALEMA, Second Defendant**

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Pretoria North West, Room 603, Olivetti House, Schubart Street, Pretoria, on Thursday, 24 April 1997 at 10:00.

Full conditions of sale can be inspected at the Sheriff, Pretoria North West, at Room 202, Olivetti House, Schubart 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 of the property.

*Property:* Erf 8116, Atteridgeville Extension 4 Township, Registration Division JR, Gauteng, measuring 316 square metres, and also known as 8116 Atteridgeville Extension 4, Pretoria.

*Improvements: Dwelling:* Family room, kitchen, two bedrooms and bathroom with toilet.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Coetzee/In/F71.)

Case No. 2313/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NTAZI ALETA JELE, Defendant**

A sale in execution of the undermentioned property is to be held by the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 25 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 taking place.

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

*Property:* Erf 2062, situated in the Township of Mamelodi, Registration Division JR, Gauteng, measuring 391 square metres and also known as Erf 2062, Mamelodi Township, Pretoria.

*Improvements: Dwelling:* Three bedrooms, kitchen, lounge, bathroom and garage.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/In/E635.)

Case No. 2059/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MAPONYANE DAVID MAEKO, Defendant**

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 25 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 taking place.

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

*Property:* Erf 22293, Mamelodi Extension 4 Township, Registration Division JR, Gauteng, measuring 308 square metres and also known as 22293 Mamelodi Extension 4 Township (Nsikiti Street), Mamelodi.

*Improvements: Dwelling:* Two bedrooms, kitchen, lounge and bathroom with toilet.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/In/E609.)

Case No. 2057/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JAMES NKAMBULE, First Defendant, and SARAH ANNAH NKAMBULE, Second Defendant**

A sale in execution of the undermentioned property is to be held at the Magistrate's Court, Witbank, Delville Street, Witbank, on Friday, 25 April 1997 at 10:00.

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

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

*Property:* Erf 449, situated in the Township of KwaGuqa Extension 2, Registration Division JS, Mpumalanga, measuring 537 square metres, also known as 449 KwaGuqa Extension 2, Witbank.

*Improvements: House:* Three bedrooms, kitchen, lounge and bathroom.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/ Lee/E592.)

Case No. 3278/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOTSUMI DAVID MADAKA, First Defendant, and MODIEGI ELIZABETH MADAKA, Second Defendant**

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 25 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 taking place.

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

*Property:* Erf 20153, Mamelodi, Registration Division JR, Gauteng, measuring 289 square metres and also known as 20153 Mamelodi, Pretoria.

*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/ In/E582.)

Case No. 2048/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and ZONDI LUCAS MTHIMUNYE, First Defendant, and CATHRINE MTHIMUNYE, Second Defendant**

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (north of Sasko Mills, old Warmbaths Road, Bon Accord), on Friday, 25 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 taking place.

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

*Property:* Erf 1095, Mamelodi Extension 2 Township, Registration Division JR, Gauteng, measuring 390 square metres and also known as 1095 Mamelodi Extension 2 Township, Pretoria.

*Improvements: Dwelling:* Two bedrooms, lounge, bathroom, kitchen and garage.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/ In/E597.)

Case No. 2045/97

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CYRIL STANLEY MKHABELA, Defendant**

A sale in execution of the undermentioned property is to be held at the office of the Sheriff, Nelspruit, in the Entrance Hill, Proforum Building, 5 Van Rensburg Street, Nelspruit, on Friday, 25 April 1997 at 10:00.

Full conditions of sale can be inspected at the Sheriff, Nelspruit, Proforum Building, 5 Van Rensburg Street, Nelspruit, and will be read out prior to the sale taking place.

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

*Property:* Erf 739, Nelspruit Extension 4 Township, Registration Division JS, Mpumalanga, measuring 1 594 square metres, and also known as 17 Hunter Street, Nelspruit.

*Improvements:* House: Three bedrooms, bathroom, kitchen, dining-room, lounge, two verandahs and servants' quarters.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 326-2487.) (Ref. Mr Croucamp/In/E598.)

Case No. 9686/95

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

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION) (Reg. No. 86/04794/06), Plaintiff, and H. G. McARTHUR, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni on 12 January 1996 and writ of execution issued pursuant thereto, the property listed hereunder will be sold in execution and by public auction on 8 May 1997 at 10:00, at the property, namely:

*Certain:*

1. (i) Section 10, as shown and more fully described on Sectional Plan SS3/89, in the scheme known as Crystal Park Gardens, in respect of the land and building or buildings situated at Crystal Park Township, Local Authority of the City Council of Greater Benoni, of which the floor area, according to the said sectional plan, is 118 (one hundred and eighteen) square metres; 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 as apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan;

held by Deed of Transfer ST12921/92, also known as Flat 10, Crystal Park Gardens, Saldanah Street, Crystal Park, Benoni.

The following improvements are reported to be on the property, but nothing is guaranteed: Building built of brick and plaster, tiled roof comprising an entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom with w.c. and w.c., garage and carport.

*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 12th day of March 1997.

Hammond Pole & Dixon Inc., c/o Regional House, 75 Elston Avenue, Benoni. (Tel. 917-4631.) (Ref. Mrs Teixeira/U00590/dw.)

Case No. 12958/95

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 FRANCINA MMOGO MAHLOANE, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Boksburg on 29 January 1996 and writ of execution issued pursuant thereto the property, listed hereunder will be sold in execution on 6 May 1997 at 10:00, at the property by The Michael James Organisation:

Certain Erf 522, Windmill Park Township, situated at 15 Barnard Street, Windmill Park, in the Township of Windmill Park, District of Boksburg, measuring 1 000 (one thousand) square metres.

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

*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 13th day of March 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. U00625/Mrs Teixeira.)

Saak No. 8081/96

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

**In die saak tussen STADSRAAD VAN ALBERTON, Eiser, en S. J. ERASMUS, Eerste Verweerder, en E. ERASMUS, Tweede Verweerder**

Ten uitvoering van 'n vonnis in die Landdroshof, Alberton, gedateer 2 Desember 1996, en 'n lasbrief vir eksekusie gedateer 2 Desember 1996, sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op 30 April 1997 om 10:00, deur die Balju vir die Landdroshof te St Columbweg 8, New Redruth, Alberton, naamlik:

Sekere Erf 3018, Brackenhurst-uitbreiding 2-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, ook bekend as Koedoestraat 53, Brackenhurst, Alberton, groot 1 500 (eenduisend vyfhonderd) vierkante meter, gehou deur S. J. en E. Erasmus onder Akte van Transport T14256/1990.

*Sonering:* Residensieel.

*Spesiale gebruiksvoorwaardes of vrystellings:* Geen.

Die Vonniskskuldeiser beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: *Hoofgebou:* Eetkamer, sitkamer, vier slaapkamers, studeerkamer, TV-kamer, kombuis, waskamer, twee badkamers en twee toilette. *Buitegeboue:* Swembad, twee motorhuise en omhein.

*Terme en voorwaardes van verkoping:*

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen die rentekoers gehef deur die huidige verbandhouer per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

2. *Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju te St Columbweg 8, New Redruth, Alberton.

Gedateer te Alberton op hede die 13de dag van Maart 1997.

Klopper Jonker Ing., Eerste Verdieping, Terracegebou, Eaton Terrace, New Redruth, Alberton; Posbus 6, Alberton, 1450. (Tel. 907-9813.) (Verw. mev. Van Tonder/S3735.)

Saak No. 14332/93

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

**In die saak tussen NBS BANK LIMITED, Eiser, en DU BRUYN, CHRISTIAAN MARTHINUS, Eerste Verweerder**

Ten uitvoering van 'n vonnis in die Landdroshof, Germiston, gedateer 20 Januarie 1994, en 'n lasbrief vir eksekusie gedateer 16 Julie 1996 sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op Maandag, 21 April 1997 om 10:00, deur die Balju vir die Landdroshof te Derde Verdieping, Unitedgebou, Presidentstraat 177, Germiston, naamlik:

Sekere Resterende Gedeelte van Erf 135, Parkhill Gardens-dorpsgebied, Registrasieafdeling IR, Transvaal, ook bekend as Cachetstraat 66, Parkhill Gardens, Germiston, groot 1 932 vierkante meter, gehou deur Christiaan Marthinus du Bruyn onder Akte van Transport T19605/87.

*Sonering:* Residensieel.

*Spesiale gebruiksvoorwaardes of vrystellings:* Geen.

Die Vonniskskuldeiser beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: *Hoofgebou:* Gepleisterde mure met teëldak bestaande uit ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, twee toilette, waskamer, sonkamer op stoep. *Buitegeboue:* Twee motorhuise, bediendekamer, toilet en buitekamer.

*Terme en voorwaardes van verkoping:*

1. *Terme*: Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen 16% (sestien persent) per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

2. *Voorwaardes*: Die volle voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju te Derde Verdieping, Unitedgebou, Presidentstraat 177, Germiston.

Gedateer te Alberton op hierdie 12de dag van Maart 1997.

Klopper Jonker Ingelyf, Prokureurs vir die Eiser, Eerste Verdieping, Terracegebou, Eaton Terrace 1, Alberton. (Tel. 907-9813.) (Verw. N2115/E. Ungerer/PP.)

Case No. 20610/96  
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 DHLAMINI, MASETE PAULUS, First Execution Debtor, and DHLAMINI, THANDIE MARTHA, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Boksburg, on 25 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:

All right, title and interest in the leasehold in respect of Erf 12543, Vosloorus Extension 23 Township, Registration Division IR, Gauteng, being Erf 12543, Vosloorus Extension 23, Boksburg, measuring 266 (two 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 built residence with tiled roof, comprising kitchen, lounge/dining-room, three bedrooms and bathroom.

Dated at Johannesburg this 13th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/cm/D.587.)

Case No. 20395/96  
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 MALEKA, TEBOGO CEDRIC, First Execution Debtor, and MALEKA, TRYPHINA MANKOPI, Second Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Kempton Park, on 24 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, Kempton Park, 8 Park Street, Kempton Park, prior to the sale:

Certain Erf 130, situated in the Township of Leboeng, Registration Division IR, Transvaal, being 130, Leboeng Section, Tembisa, measuring 256 (two hundred and fifty-six) square metres.

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

Dated at Johannesburg this 13th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.2054.)

Case No. 127776/96  
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 TAIT, DEBRA CATHERINE, 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 29 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, Alberton, First Floor, Terrace Building, Terrace Street, New Redruth, Alberton, and at the Magistrate's Court, prior to the sale:

Certain Erf 2363, situated in the Township of Brackendowns Extension 4, Registration Division I.R., Gauteng, being 12 Frieda Street, Brackendowns Extension 4, Alberton, measuring 850 (eight 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 store-room, bathroom, servant's room and a shower.

Dated at Johannesburg this 13th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/fp/T316.)

Case No. 9878/96

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

**In the matter between BOLAND BANK PKS LIMITED, Plaintiff, and ABRAHAM VAN WYK, Defendant**

Pursuant to a judgment granted by the above Honourable Court, dated 30 December 1996, and a warrant of execution, the undermentioned property will be sold in execution on Friday, 2 May 1997 at 15:00, at 66 Fourth Street, Springs, to the highest bidder:

Certain Portion 11 of Erf 1994, Registration Division IR, Gauteng, known as Geduld Extention 3, Springs, measuring 1 069 (one thousand and sixty-nine) square metres, held under Deed of Transfer T10957/87.

*Improvements:* Not applicable.

*Terms and conditions:*

1. 10% (ten per centum) of the purchase price to be paid on the date of sale and the balance together with interest to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days of the date of the sale.
2. The purchaser shall be liable for all costs and expenses to procure transfer including the Sheriff of the Magistrates' 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, Springs.

Dated at Springs on this 11th day of March 1997.

Hammerschlag Attorneys Inc., 100 Fourth Street, corner of Seventh Avenue, P.O. Box 184, Springs, 1560. (Tel. 814-2400.) (Fax. 815-3625.) (Ref. Me. L. Webber/mm/C00093/B16.)

Case No. 18559/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOHNSON BOY MATHEBULA, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held by the Sheriff of Potchefstroom, at the main entrance of the Magistrate's Court, Fochville, on 25 April 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:

All right, title and interest in the leasehold in respect of Erf 3492, Wedela Extension 1 Township, Registration Division IQ, Transvaal, Province of Gauteng, known as Erf 3492, Wedela, held by virtue of Certificate of Registered Grant of Leasehold TL7135/91.

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

*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 by a bank or building society guarantee, to be approved by the attorney and to be furnished to the Sheriff, Potchefstroom, within 14 (fourteen) days after the sale.

*Conditions:* The conditions of sale may be inspected at the offices of the Sheriff, Potchefstroom, 20 Borrius Street, Baillie Park, Potchefstroom.

Dated at Pretoria this 16th day of January 1997.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste and Adams House, Hadevelds, 1267, Pretorius Street, Hatfield, Pretoria.

Case No. 19840/93

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

**In the matter between NEDCOR BANK LTD, Plaintiff, and MABE DANIEL SEKANO, 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 in front of the main entrance to the Magistrate's Court, Fochville, on Friday, 18 April 1997 at 10:30, of the undermentioned property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

All right, title and interest in the leasehold in respect of the following Erf 3331, situated in the Township of Wedela Extension 1, Registration Division IQ, Transvaal (also known as 3331 Rhino Crescent, Wedela Extension 1), measuring 262 (two hundred and sixty-two) square metres, held by virtue of Certificate of Registered Grant of Leasehold TL19215/91, subject to all the conditions mentioned or referred to therein.

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

Ten per cent (10%) of the purchase price and 5% (five per cent) auctioneer charges on the first R20 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 24th day of January 1997.

E. M. Eybers, for Adams & Adams, Adams & Adams Place, 1140 Prospect Street, Hatfield, Pretoria. [Tel. (012) 481-1500.] (Ref. EME/br S1505/93.)

Case No. 21313/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MAHLOMOLA ANDRIES SELLO, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held by the Sheriff of Potchefstroom, on 25 April 1997 at 10:00, at the main entrance of the Magistrate's Court, Fochville, 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:

All right, title and interest in the leasehold in respect of Erf 3342, situated in the Township of Wedela Extension 1, Registration Division IQ, Transvaal, measuring 196 (one hundred and ninety-six) square metres, held by virtue of Certificate of Registered Grant of Leasehold TL20727/91, known as Erf 3342, Wedela.

The following information is furnished, though in this regard nothing is guaranteed: A dwelling consisting of lounge/kitchen, two bedrooms and bathroom/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, Potchefstroom, within fourteen (14) days after the sale.

**Conditions:** The conditions of sale may be inspected at the offices of the Sheriff, Potchefstroom, 20 Borrius Street, Baillie Park.

Dated at Pretoria this 28th day of January 1997.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste & Adams House, Hadevelds, 1267 Pretorius Street, Hatfield, Pretoria. (Ref. Mrs Kartoudes/MVR/61324.)

Case No. 26371/93  
PH 308

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

**In the matter between ABSA BANK LIMITED (United Bank Division) (Card Division), Plaintiff, and PRAVINDERAN NAICKER, Defendant**

In pursuance of a judgment granted on 26 May 1993, 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 April 1997 at 15:00, at the Sheriff's Office, 66 Fourth Street, Springs, to the highest bidder:

**Description:** Portion 6 of Erf 882, Bakerton Extension 4 Township, Registration Division IR, Province of Gauteng, in extent 800 (eight hundred) square metres.

*Street address:* 38D Francolin Drive, Bakerton.

*Improvements:* Tiled roof, brick building, three bedrooms, bathroom, lounge/dining-room and kitchen.

Nothing is guaranteed in this regard.

Held by the Defendant under Deed of Transfer T20377/1991.

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, 66 Fourth Street, Springs.

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

Routledges, Plaintiff's Attorneys, 16th Floor, Volkskas Centre, 230 Van der Walt Street (P.O. Box 2103), Pretoria.  
(Tel. 320-6868.) (Telefax. 320-6892.) (Ref. Z82225M Hislop/GJN/jm.)

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**Case No. 3978/94**

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

**In the matter between NBS BANK LTD, Plaintiff and F. T. MDAWENI, Defendant**

The following property will be sold in execution on 25 April 1997 at 11:00, at the office of the Sheriff 439, Prince George Avenue, Brakpan, to the highest bidder:

Certain all the right, title and interest in the leasehold in respect of Lot 18787, Tsakane Township Registration Division IR, Transvaal, situated on 18787 Tsakane Extension 8, Brakpan, measuring 294 (two hundred and ninety-four) square metres.

*Zoned:* Residential.

The property is improved, without anything warranted, by: Single storey face brick cement tiles pitched roof residence comprising lounge, kitchen, two bedrooms, and bathroom. Fencing: Side wire connected with poles and three sides diamond mesh.

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

Hammond, Pole & Dixon Inc. (Tel. 917-4631.) (N20102/Mrs Kok.)

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**Case No. 6033/91**

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

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and ADRIANA ELIZABETH FOSTER, Defendant**

A sale in execution of the property described hereunder will take place on 23 April 1997 at 13:00, by Property Mart, on site, to the highest bidder:

Erf 269, Delville Township, Registration Division IR, Province of Gauteng, measuring 1 558 (one thousand five hundred and fifty-eight) square metres. Property known as 3 Dunkirk Street, Delville, Germiston, comprising lounge, dining-room, three bedrooms, kitchen and two bathrooms. *Outbuildings:* Garage, laundry, toilet and precast walls.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the offices of Property Mart at First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove and at the offices of the Sheriff, Magistrate's Court, Third Floor, United Building, 177 President Street, Germiston.

Wright, Rose-Innes, Plaintiff's Attorneys, 305 President Street, Germiston, 1401. (150227/Mr de Vos/pt.)

Case No. 31181/96  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and MORRIS, SYLVIA JOHANNA, 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 24 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, Johannesburg West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Erf 214, situated in the Township of Berario, Registration Division IQ, Gauteng, being 93 Canyon Avenue, Berario, Johannesburg, measuring 1 184 (one thousand one hundred and eighty-four) square metres.

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

Dated at Johannesburg on this 6th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.1588.)

Case No. 913/95

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

**NBS BANK LTD versus M.A. NTSHANGASE and M. MASOMBUKA**

The following property will be sold in execution on 25 April 1997 at 11:00, at the office of the Sheriff, 439 Prince George Avenue, Brakpan, to the highest bidder:

All the right title and interest in the leasehold in respect of Lot 19041, Tsakane Extension 8 Township, Registration Division IR, Transvaal, situated on Lot 19041, Mawuwana Street, Tsakane Extension 8, Brakpan, measuring 282 (two hundred and eighty-two) square metres.

*Zoned:* Residential.

The property is improved, without anything warranted by single storey face brick under pitched cement, tiled roof residence comprising lounge, kitchen, three bedrooms and bathroom. Fencing: One side partly brick and three sides diamond mesh.

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

Hammond, Pole & Dixon Inc. (Ref. N20018/Mrs Kok.)

Case No. 2440/96

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

**In the matter between TRANSITIONAL LOCAL COUNCIL OF GERMISTON, Plaintiff, and C. A. BOLTMAN, Defendant**

A sale in execution of the property described hereunder will take place on 5 May 1997 at 10:00, and at the office of the Sheriff, Magistrate's Court, United Building, Third Floor, 177 President Street, Germiston, to the highest bidder:

Erf 719, Elsburg Extension 1 Township, Registration Division IR, Gauteng, measuring 1 004, property known as 62 Van der Merwe Street, Elsburg.

Comprising three bedrooms, lounge, dining-room, bathroom, toilet, kitchen, garage and tiled roof.

The conditions of sale may be inspected at the offices of the Sheriff, Magistrate's Court, at United Building, Third Floor, 177 President Street, Germiston.

Wright Rose-Innes, Attorneys for the Plaintiff, 305 President Street, Germiston. (Ref. Mrs Bronkhorst/WM.)

Saak No. 3618/95

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

**In die saak tussen EERSTE NASIONALE BANK VAN SA, Eiser, en mnr. E. I. SULIMAN, Verweerder**

Ter uitwinning van 'n vonnis van die Landdroshof te Rustenburg en 'n lasbrief vir eksekusie gedateer 8 Augustus 1996 in bogemelde saak, sal 'n verkoping sonder 'n reserweprys gehou word voor die Landdroskantoor, Rustenburg, op 18 April 1997 om 11:00, van die ondervermelde eiendom van die Verweerder op die voorwaardes wat deur die afslaer gelees sal word ten tye van die verkoping en welke voorwaardes by die kantoor van Kloof Afslaaers, p/a Van Velden-Duffey, Tweede Verdieping, Biblio Plaza, hoek van Van Staden en Smitsstraat, Rustenburg, die Balju van die Landdroshof, Smitslaan 30, Rustenburg en die Klerk van die Hof, Landdroshof, Rustenburg, voor die verkoping ter insae sal lê:

Gedeelte 5 van Erf 2409 in die dorp Rustenburg, Registrasieafdeling JQ, Transvaal, groot 854 vierkante meter, gehou kragtens Akte van Transport T54216/88, bekend as Sackvillestraat 130, Rustenburg.

Die volgende besonderhede word verskaf, maar nie gewaarborg nie, is as volg: 'n Onverbeterde erf.

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

Geteken te Rustenburg op hierdie 24ste dag van Februarie 1997.

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

Saak No. 1597/96

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

**In die saak tussen NBS BANK BEPERK, Eiser, en S. S. MOLISE, Verweerder**

Ingevolge uitspraak van die Landdros van Westonaria en lasbrief vir eksekusie gedateer 26 November 1996 sal die ondervermelde eiendom op 4 April 1997 om 10:00, te die Balju te Edwardslaan 50, Westonaria, aan die hoogste bieder geregtelik verkoop word:

Erf 3206, Bekkersdal-dorspgebied, Registrasieafdeling IQ, provinsie van Gauteng, groot 420 (vierhonderd-en-twintig) vierkante meter, geleë te Mosidistraat 3206, Bekkersdal, Westonaria.

**Verbeterings:** 'n Enkelverdiepinghuis met teëldak bestaande uit twee slaapkamers, kombuis, badkamer en woonvertrek, en gewone buitegeboue ten opsigte waarvan egter geen waarborge gegee word nie.

**Voorwaardes:**

1. R5 000 kontant op die dag van verkoop en die balans teen registrasie van transport, verseker te wees deur 'n goedgekeurde bank- of bouvereniging waarborg gelewer te binne 21 dae. Die koper moet transportkoste, belastings ens. betaal.
2. Die eiendom word voetstoots verkoop onderhewig aan enige bewoningsreg.
3. Die volledige voorwaardes van verkoop (wat na die verkoop geteken moet word), mag gedurende kantoorure by die kantoor van die Balju, Landdroshof, Westonaria, nagesien word.
4. Die Eiser is bereid om 'n verband aan 'n goedgekeurde koper toe te staan.

R. V. von Abo, vir Venter, Von Abo & Kie., Quo Vadissentrum, Pakemanstraat, Westonaria. (Verw. mnr. Von Abo/cc/N152.)

Case No. 94815/96

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

**In the matter between H. LEWIS TRAFALGAR ADMINISTRATORS (PTY) LTD, Execution Creditor, and HEELEY, S. E., Execution Debtor**

In execution of a judgment of the Magistrate's Court, Johannesburg, in the above suit, a sale without reserve price will be held at the stairs of the Magistrate's Court, Fox Street entrance, Johannesburg, on 18 April 1997 at 10:00, of the under-mentioned 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 of the Magistrate's Court, Johannesburg West, Second Floor, 32 Von Brandis Street, Johannesburg:

Section 2, as shown and more fully described on Sectional Plan SS50/80, in the building or buildings known as Purdey Place, situated at Fairland Township, in the Local Authority of the Greater Johannesburg Transitional Metropolitan Council, together with an undivided share in the common property of the land as shown and more fully described on the said sectional plan held in terms of Deed of Transfer ST2987/8.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Normal Sectional Title Flat, 142 square metres.

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

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

Schwellnus Spies Haasbroek, Plaintiff's Attorneys, Second Floor, Randpark Building, corner of Oak and Dover Streets, Randburg. (Tel. 886-1800.) (Ref. Mr Haasbroek/bb H386.)

Case No. 24289/95

PH 239

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between SMALL BUSINESS DEVELOPMENT CORPORATION LIMITED, Execution Creditor, and YEKANI, V. F., First Execution Debtor, and YEKANI, S., Second Execution Debtor**

Under a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) dated 18 January 1996, a sale in execution will be held on 17 April 1997 at 10:00, at Second Floor, 32 Von Brandis Street, Johannesburg, of the following immovable property:

Erf 764/5, Mapetla, Soweto Township, Registration Division IQ, Gauteng, measuring 259 (two hundred and fifty-nine) square metres, held under Certificate of Registered Grant of Leasehold TL29908/1991.

The following information is furnished concerning the improvements, but nothing is guaranteed: A Residential site consisting of spaza/shop with store room, ablutions, kitchen, salesarea, cold room and room upstairs.

The sale will be held subject to terms and conditions to be read out by the auctioneer and these conditions may be examined at the offices of the Sheriff, Second Floor, 32 Von Brandis Street, Johannesburg, or at the offices of the Plaintiff's Attorneys, F. M. Heynike, 21 Judges Avenue, Cresta, Randburg.

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

F. M. Heynike, Attorney for Plaintiff, c/o John Broido, 171 Sanlam Centre, 206 Jeppe Street, Johannesburg. DX110 Johannesburg. (Tel. 476-7871.) [Ref. Mr Heynike/rl/K867 (KY 2823).]

Case No. 96862/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and ERNST PHILLIPPUS BLAAUW, First Defendant, and RINA BLAAUW, Second Defendant**

A sale in execution will be held on 24 April 1997 at 10:00, at Room 603A, Sixth Floor, Olivetti House, corner of Schubart & Pretorius Streets, Pretoria, of:

Section 8, as shown and more fully described on Sectional Plan SS324/95 in the building known as Rustico, situated at Portion 4 of Erf 1498, Pretoria, of which the floor area, according to the said Sectional Plan, is 80 square metres in extent, together with 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 section in accordance with the participation quota of the said section, held by the Defendants under Title Deed ST9744/96; and an exclusive use area described as Parking P2, measuring 21 square metres, held under SK744/96S, known as 2D Rustico, 291 President Burger Street, Pretoria.

The following improvements are reported to be on the property, but nothing is guaranteed: Flat with lounge/dining-room, kitchen, two bedrooms, bathroom, w.c., lock-up garage No. 4 and drying area.

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

Solomon, Nicolson, Rein & Verster, Plaintiff's Attorney. [Tel. (011) 444-4442] (Ref. Mr Stolp/RH/M.1880.)

Case No. 22500/96

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and JOHAN GERHARDUS JORDAAN, First Defendant, and EVELYN BEATRICE JORDAAN, Second Defendant**

In execution of a judgment of the above Honourable Court and writ of execution, the following property will be sold in execution on Friday, 25 April 1997 at 10:00, by the Sheriff of the Supreme Court, Phalaborwa, held at the Magistrate's Court, Sealene Road, Phalaborwa, to the highest bidder:

Erf 2429, situated in the Township of Phalaborwa Extension 8, Registration Division LU, Transvaal, measuring 1 482 (one thousand four hundred and eighty-two) square metres, held under Deed of Transfer T4987/92, subject to certain conditions as set out and referred to in the above-mentioned Deed of Transfer and more specifically to the reservation of mineral rights.

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

*Street address:* 38 Starling Street, Phalaborwa Extension 8.

*Improvements:* Dwelling consisting of entrance hall, lounge, dining-room, kitchen, four bedrooms, two bathrooms with toilets, laundry, two garages, carport, servant's room and toilet.

*Reserved price:* The property is being sold without reserve.

*Terms and conditions:*

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

*Conditions:* The full conditions of sale, which will be read out by the Sheriff of the Supreme Court of Phalaborwa, prior to the sale, may be inspected at the offices for the Sheriff for the Supreme Court, Phalaborwa, at Tovanco Building 4, 20 Palm Street, Phalaborwa.

Signed at Pretoria on this 17th day of March 1997.

F. M. Nel, for Truter & Wessels, Attorneys for Plaintiff, Fifth Floor, De Kleine Admiraal, 76 Andries Street, Pretoria.  
(Ref. Nel/S3/111/LL.)

Case No. 19866/95

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SHIMA ORIA KOLE, First Defendant, and LIEPOLLO MARGARET KOLE, Second Defendant**

A sale in execution of the undermentioned property is to be held without reserve at the offices of the Sheriff, Fehrslane Centre, 130A Struben Street, Pretoria, on 30 April 1997 at 10:00:

Full conditions of sale can be inspected at the offices of the Sheriff of the Supreme Court, Pretoria South, Edenpark, Plot 83, Lyttelton Agricultural Holdings, Centurion, 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 198, Country View Extension 1 Township, Registration Division JR, Transvaal, known as 198 Fire Lily Crescent, Country View.

*Improvements:* Single storey with three bedrooms, kitchen, lounge, bathroom and two carports.

Hack Stupel & Ross, Attorneys for Plaintiff, P.O. Box 2000, Pretoria. [Tel. (012) 325-4185.] (Ref. Du Plooy/tv/GT2712.)

Case No. 47451/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and KARINDA DE WET, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 1 August 1996, and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court on 9 May 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:*

(a) Section 1, as shown and more fully described on Sectional Plan SS976/1995, in the scheme known as Doorn 5/1110, in respect of the land and building or buildings situated at Portion 5 of Erf 1110, Doornpoort Township, Local Authority: City Council of Pretoria, measuring 136 (one hundred and thirty-six) 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 359A Raasblaar Street, Doornpoort, 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:* Duet, lounge, dining-room, kitchen, three bedrooms, one and a half bathroom, two showers and two w.c.'s. *Outbuildings:* Double garages with toilet, garden, parking, concrete and brick walls and concrete paving.

*Payment:* The purchase price shall be paid to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance within 14 (fourteen) 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 this 19th day of March 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/N2100.)

**Saak No. 11579/96**

**IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en VAN NIEKERK, REINARD JURIE PAUL, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 27 Junie 1996, en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Wes, op 24 April 1997 om 10:00, te Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria, verkoop:

Sekere Deel 30, soos getoon en vollediger beskryf op Deelplan SS127/81, in die skema bekend as Paradise Court, beter bekend as Paradise Court 406, Servaasstraat 544, Pretoria-Wes, groot 63 (drie-en-sestig) vierkante meter.

Die eiendom is verbeter en bestaan uit sit-/eetkamer, familiekamer, badkamer, kombuis en slaapkamer.

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 Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/RK (FF 0824).]

**Saak No. 74/97**

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

**In die saak tussen MAKWASSIE MUNISIPALITEIT, Eiser, en A. M. SMITH, Verweerder**

Ingevolge uitspraak van die Landdros van Wolmaransstad en lasbrief vir eksekusie teen goed met datum 5 Maart 1997, sal die ondervermelde eiendom op 18 April 1997 om 10:00, te kantore van die Landdroskantoor, Piet Retiefstraat, Wolmaransstad, aan die hoogste bieder verkoop word, naamlik:

Erf 618, Maquassi, Registrasieafdeling HO, Noordwes-provinsie, groot 2 230 (tweeduisend tweehonderd-en-dertig) vierkante meter, geleë te Rissikstraat, Makwassie, onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Wet op Landdroshoue van 1944, soos gewysig.

2. Die koopprys sal betaalbaar wees teen betaling van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die verkoop, en die onbetaalde balans tesame met rente daarop bereken teen 0% per jaar tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae na datum van verkoop, betaal word of gewaarborg word as goedgekeurde bank- of bougenootskapwaarborg.

3. Die volgende verbeterings word beweer op die eiendom te wees: Woonhuis met buitegeboue.

4. *Voorwaardes van verkoop*: Die voorwaardes van verkoop in eksekusie mag gedurende kantoorure by die kantore van die Balju vir die Landdroshof te Wolmaransstad nagesien word.

Gedateer te Wolmaransstad op hierdie 13de dag van Maart 1997.

Coetzee & Van der Merwe, Krugerstraat 30A, Posbus 12, Wolmaransstad, 2630. [Tel. (01811) 2-1056/7.] [Faks (01811) 2-1056.] (Verw. mnr. Van der Merwe/mdeb.)

**Case No. 2467/95**

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

**In the matter between NEDCOR BANK LTD, Plaintiff, and MICHAEL SANDILE TOKO, 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 in front of the Magistrate's Court, Van Zyl Smit Street, Oberholzer, on Friday, 18 April 1997 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

All right, title and interest in the leasehold in respect of Lot 4065, situated in the Township Khutsong, Registration Division IQ, Transvaal, measuring 252 (two hundred and fifty-two) square metres, held by Certificate of Registered Grant of Leasehold TL76809/90, subject to all the conditions contained therein.

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

10% (ten per cent) 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 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 14 (fourteen) days after the date of sale.

Dated at Pretoria on this 17th 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 S119/95.)

**Case No. 14977/96**

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

**In the matter between ABSA BANK LTD, Plaintiff, and BAREND JACOBUS ELS, First Defendant, and CATHERINA MARIA ELS, Second 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, Brakpan, where Property Mart Auctioneers will be the auctioneer, duly authorised thereto, on Friday, 14 May 1997 at 10:30, at the premises situated at 11 Moepel Street, Dalpark Extension 5, Brakpan, to the highest bidder:

Certain Erf 2132, Dalpark Extension 5 Township, Registration Division IR, Transvaal, also known as 11 Moepel Street, Dalpark Extension 2, Brakpan, measuring 1 699 square metres, held by Deed of Transfer T41208/1993.

*Zoned*: Residential 1.

*Improvements*: The following improvements on the property are reported, though in this regard nothing is guaranteed: Face brick building with tiled roof, with three bedrooms, two bathrooms, dining-room, lounge, family room, kitchen, garage, shower and toilet and flat; fencing—two sides precast and one side diamond mesh walling.

*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 18,75% (eighteen comma seven five per cent) per annum against transfer to be secured by a bank guarantee to be approved by the 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 office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, as well as at the office of the Property Mart Auctioneers, First Floor, Pogir Bastion Insurance House, 244 Louis Botha Avenue, Orange Grove.

Dated at Springs on this 10th day of May 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/GG/B42696.) C/o Trollip Cowling & Janeke, 610 Voortrekker Street, Brakpan.

Case No. 31134/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and LEON ANDRE GAGIANO, Defendant**

Notice is hereby given that on 25 April 1997 at 11:15, the undermentioned property will be sold by public auction at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, pursuant to a judgment in this matter granted by the above Honourable Court on 3 February 1997, namely:

Certain Erf 22, Sunward Park, Registration Division IR, Province of Gauteng, situated at 451 Spreeu Road, Sunward Park, Boksburg.

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

The full conditions of sale may be inspected at the offices of the Sheriff, Boksburg.

Dated at Boksburg on this 13th day of March 1997.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H09573.)

Case No. 26061/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and VAUGHAN CELLARIUS, Defendant**

Notice is hereby given that on 25 April 1997 at 11:15, the undermentioned property will be sold by public auction at the offices of the Sheriff, Boksburg, 182 Leeuwpoot Street, Boksburg, pursuant to a judgment in this matter granted by the above Honourable Court on 27 November 1996, namely:

Certain unit consisting of section 35, as shown and more fully described on Sectional Plan SS64/87 in the scheme known as Sheraton, in respect of the land and building or buildings situated at Atlasville Extension 1 Township, Transitional Local Council of Boksburg, and an undivided share in the common property, situated at 35 Sheraton, Finch Street, Atlasville Extension 1, Boksburg.

The following improvements (which are not warranted to be correct) exist on the property: Sectional title unit comprising two bedrooms, bathroom, kitchen, lounge and dining-room.

The full conditions of sale may be inspected at the offices of the Sheriff, Boksburg.

Dated at Boksburg on this 13th day of March 1997.

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/H09458.)

Saak No. 7805/94

IN DIE LANDDROSHOF VIR DIE DISTRIK ALBERTON GEHOU TE ALBERTON

**In die saak tussen STADSRAAD VAN ALBERTON, Eiser, en KIMERA PROPERTY HOLDINGS BK, Verweerder**

Ten uitvoering van 'n vonnis in die Landdroshof, Alberton, gedateer 14 Desember 1994 en 'n lasbrief vir eksekusie gedateer 19 April 1996, sal die volgende eiendom in eksekusie verkoop word sonder reserwe aan die hoogste bieder op 30 April 1997 om 10:00, deur die Balju vir die Landdroshof, te St Columbweg 8, New Redruth, Alberton, naamlik:

Sekere Erf 1014, New Redruth-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, ook bekend as hoek van Helstonstraat en St Columbweg, New Redruth, groot 2 221 (tweeduizend tweehonderd een-en-twintig) vierkante meter, gehou deur Kimera Prop Holdings BK, onder Akte van Transport T8714/1991.

*Sonering:* Residensieel.

*Spesiale gebruiksvoorwaardes of vrystellings:* Geen.

Die Vonnisskuldeiser beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg:

*Hoofgebou:* Vier kantore, twee stookkamers, twee kombuise, vier toilette, onthaalarea en twee werksinkels. *Buitegeboue:* 24 afdakke.

**Terme en voorwaardes van verkoping:**

1. **Terme:** Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen die rentekoers gehef deur die huidige verbandhouer per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

2. **Voorwaardes:** Die volle voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju te St Columbweg 8, New Redruth, Alberton.

Gedateer te Alberton op hede die 13de dag van Maart 1997.

Klopper Jonker Ing., Eerste Verdieping, Terracegebou, Eaton Terrace, New Redruth, Alberton; Posbus 6, Alberton, 1450. (Tel. 907-9813.) (Verw. mev. Van Tonder/SS3199.)

Saak No. 36834/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen RAAD OP PLAASLIKE BESTUURSAANGELEENTHEDE, Eiser, en  
PAULINE GERTRUIDA COETZEE, Verweerder**

Ingevolge 'n uitspraak van bogenoemde Hof en lasbrief vir eksekusie gedateer 19 Oktober 1994, sal die hierondervermelde eiendomme geregelik verkoop word op Vrydag, 25 April 1997 om 10:00, te die Landdroskantoor, Ermelo, aan wie die hoogste aanbod maak:

Erf 533, Davel, Registrasieafdeling IS, provinsie Mpumalanga, groot 1 983 (eenduisend negehonderd drie-en-tagtig) vierkante meter, geleë te Southlaan 533, Davel, gehou kragtens Akte van Transport T3484/1976.

Volgens inligting wat die Eiser kon bekom, is die bovermelde eiendom vir woondoeleindes gesoneer 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 kantoor 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 afslaaersgelde op die dag van die verkoping betaal teen 4% (vier persent) van die totale koopprys plus BTW daarop.

Geteken te Pretoria op hierdie 17de dag van Maart 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. 30707/96  
PH 136

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MITCHELL,  
CHANDLER ERIN, First Defendant, and MITCHELL, BEVERLEY ANTHEA, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be conducted by the Sheriff, Lenasia North, at the offices of the Sheriff, 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Lenasia North at 19 Anemone Avenue (opposite Post Office), Lenasia:

Erf 5579, Eldorado Park Extension 7 Township, Registration Division IQ, Province of Gauteng, situated at 119 Delaware Street, Eldorado Park Extension 7, measuring 822 (eight hundred and twenty-two) square metres, held under Deed of Transfer T18951/1996.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: Brick dwelling consisting of lounge, dining-room, kitchen, three bedrooms and two bathrooms. **Outbuildings:** Garage.

**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 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). Minimum charges R260 (two hundred and sixty rand).

Dated this 20th day of March 1997.

C. B. McEwan, Plaintiff's Attorney, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore.  
(Tel. 783-2091.) (Ref. Mr McEwan/sab/20M959.)

Case No. 28653/96  
PH 136

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
MOEKETSI, MOLATODI STUURMAN, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be conducted by the Sheriff, Vanderbijlpark, at the main entrance hall of the Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 25 April 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, Suite C, Rietbok Building, 5 General Hertzog Street, Vanderbijlpark:

The right, title and interest in the leasehold in respect of Site 1641, Evaton North Township, Registration Division IQ, Province of Gauteng, situated at 1641 Evaton North, Vanderbijlpark, measuring 320 (three hundred and twenty) square metres, held under Certificate of Registered Grant of Leasehold TL70396/1992.

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

*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 charges R260 (two hundred and sixty rand).

Dated this 20th day of March 1997.

C. B. McEwan, Plaintiff's Attorney, Office 100, Ground Floor, Klerck & Barret Centre, 70 Grayston Drive, Benmore.  
(Tel. 783-2091.) (Ref. Mr McEwan/sab/20M948.)

Case No. 5438/95

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

**In the matter between JANET FERGUSON CURRIE, Plaintiff, and RANAKE K. J. MALEKLAPA, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 21 November 1995 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff, on 7 May 1997 at 10:00, at the Magistrate's Offices, Vanderbijlpark, namely:

Erf 721, Ironsyde, corner of John Street and Patrick Road, Ironsyde. Vacant stand.

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

1. The sale will be held by public auction and without reserve and will be voetstoots.
2. The price shall bear interest at the rate current from time to time in terms of the mortgage bond over the property, held by the Plaintiff from date of sale to date of payment.
3. Immediately after the sale the purchaser shall sign the conditions of sale which can be inspected at the Sheriff's Office, Vereeniging.
4. The purchaser shall pay all the amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, any rentals and other charges due to the local authority, interest etc.

5. The purchase price shall be paid 10% (ten per cent) thereof together with the Sheriff's auction, immediately after the sale, in cash or by bank-guaranteed cheque, and the unpaid balance together with interest on the full purchase price, to be paid or secured by a bank or building society guarantee within 14 (fourteen) days from the date of sale.

6. Failing compliance with the provisions of the conditions of sale, the purchaser may be compelled to pay 10% (ten per cent) of the purchase price as *rouwkoop*.

7. The full conditions of sale are available for inspection at the office of the Sheriff, Vereeniging.

Dated at Vereeniging on this 14th day of March 1997.

Venter & Kruger Inc., 29 Edward Street, Vereeniging; P.O. Box 1184, Vereeniging. [Tel. (016) 22-5161.] (Ref. COLL/IG/C446/L209.)

Case No. 13144/96  
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  
PAPATHANASOPOULOS, MARIA ANTONIA, Execution Debtor**

Be pleased to take notice that on Thursday, 8 May 1997 at 10:00, the undermentioned property will be sold at 69 Juta Street, Braamfontein, in execution, which conditions will lie for inspection, prior to the sale at the offices of The Sheriff of the Supreme Court, 69 Juta Street, Braamfontein:

Certain Section 15, as shown and more fully described on Sectional Plan SS37/1988 in the scheme known as Saunders Mansions in respect of the land and building or buildings situated at Yeoville Township, in the Area of Johannesburg Local Authority of which section the floor area, according to the said sectional plan is 116 (one hundred and sixteen) 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 ST16544/94, executable for the said sums, situated at Flat 34, Saunders Mansions, Saunders Street, Yeoville.

*Description:* A dwelling consisting of lounge, dining-room, two bedrooms, kitchen, bathroom and separate 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.

Full conditions can be inspected at the Sheriff's office.

Dated at Johannesburg on this 10th day of March 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/Z35756.)

Saak No. 13144/96  
PH 396

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

**In die saak tussen ABSA BANK LIMITED, trading as ALLIED BANK, Eksekusieskuldeiser, en  
PAPATHANASOPOULOS, MARIA ANTONIA, Eksekusieskuldenaar**

'n Verkoop sonder voorbehoud, sal gehou word, Jutstraat 69, Braamfontein, welke verkoopvoorwaardes ter insae sal lê voor datum van verkoop by die Kantore van die Balju, te Jutstraat 69, Braamfontein, op Donderdag, 8 Mei 1997 om 10:00, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju voor die verkoping:

Deel 15, soos getoon en volledig beskryf op Deelplan SS37/1988 in die skema bekend as Saunders Mansions ten opsigte van die grond en geboue geleë te Yeoville-dorpsgebied, van welke deel die vloeroppervlakte, volgens genoemde deelplan, 116 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, synde Woonstelle 34, Saunders Mansions, Saundestraat, Yeoville.

Verbeterings soos hieronder beskryf is nie gewaarborg nie. Die eiendom bestaan uit: *Geboue en verbeterings*: 'n Huis met sitkamer, eetkamer, twee slaapkamers, kombuis, badkamer en aparte w.c.

*Terme*: 10% (tien persent) deposito op aankoop, balanse betaalbaar deur 'n bank- of bougenootskapwaarborg of kontant binne 14 dae vanaf datum van aankoop. Balju se kommissie betaalbaar deur aankoper op datum van aankoop.

Gedateer te Johannesburg hierdie 10de dag van Maart 1997.

J. Booyens, vir Van de Venter, Meiring Inc., Eksekusieskuldeiser se Prokureurs, Suite 715, Sewende Verdieping, Carlton International Trade Centre, Commissionerstraat 145, Johannesburg. [Tel. (011) 886-0500.] (Verw. J. Booyens/Z35756.)

Case No. 13136/96  
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  
PAPATHANASOPOULOS, GEORGE, Execution Debtor**

Be pleased to take notice that on Thursday, 8 May 1997 at 10:00, the undermentioned property will be sold at 69 Juta Street, Braamfontein, in execution, which conditions will lie for inspection, prior to the sale at the offices of The Sheriff of the Supreme Court, 69 Juta Street, Braamfontein:

Certain Section 5, as shown and more fully described on Sectional Plan SS37/1988 in the scheme known as Saunders Mansions in respect of the land and building or buildings situated at Yeoville Township, in the Area of Johannesburg Local Authority of which section the floor area, according to the said sectional plan is 116 (one hundred and sixteen) 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 ST17149/94, executable for the said sums, situated at Flat 12, Saunders Mansions, Saunders Street, Yeoville.

*Description*: A dwelling consisting of lounge, dining-room, two bedrooms, kitchen, bathroom and separate 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.

Full conditions can be inspected at the Sheriff's office.

Dated at Johannesburg on this 10th day of March 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/Z35459.)

Saak No. 13136/96  
PH 396

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

**In die saak tussen ABSA BANK LIMITED, trading as ALLIED BANK, Eksekusieskuldeiser, en  
PAPATHANASOPOULOS, GEORGE, Eksekusieskuldenaar**

'n Verkoop sonder voorbehoud, sal gehou word, Jutstraat 69, Braamfontein, welke verkoopvoorwaardes ter insae sal lê voor datum van verkope by die Kantore van die Balju, te Jutstraat 69, Braamfontein, op Donderdag, 8 Mei 1997 om 10:00, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju voor die verkoping:

Deel 5, soos getoon en volledig beskryf op Deelplan SS37/1988 in die skema bekend as Saunders Mansions ten opsigte van die grond en gebou of geboue geleë te Yeoville-dorpsgebied, van welke deel die vloeroppervlakte, volgens genoemde deelplan, 116 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, synde Woonstelle 12, Saunders Mansions, Saundersstraat, Yeoville.

Verbeterings soos hieronder beskryf is nie gewaarborg nie. Die eiendom bestaan uit: *Geboue en verbeterings*: 'n Huis met sitkamer, eetkamer, twee slaapkamers, kombuis, badkamer en aparte w.c.

*Terme*: 10% (tien persent) deposito op aankoop, balanse betaalbaar deur 'n bank- of bougenootskapwaarborg of kontant binne 14 dae vanaf datum van aankoop. Balju se kommissie betaalbaar deur aankoper op datum van aankoop.

Gedateer te Johannesburg hierdie 10de dag van Maart 1997.

J. Booyens, vir Van de Venter, Meiring Inc., Eksekusieskuldeiser se Prokureurs, Suite 715, Sewende Verdieping, Carlton International Trade Centre, Commissionerstraat 145, Johannesburg. [Tel. (011) 886-0500.] (Verw. J. Booyens/Z35459.)

Saak No. 13138/96  
PH 396

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

**In die saak tussen ABSA BANK LIMITED, handeldrywend as ALLIED BANK, Eksekusieskuldeiser en  
PAPATHANASOPOULOS, MARIA ANTONIA, Eksekusieskuldenaar**

'n Verkoop sonder voorbehoud, sal gehou word te Jutstraat 69, Braamfontein, welke verkoopvoorwaardes ter insae sal lê voor datum van verkope by die kantore van die Balju te Jutstraat 69, Braamfontein, op Donderdag, 8 Mei 1997 om 10:00, van die ondergenoemde eiendom op voorwaardes wat geïnspekteer mag word by die kantore van die Balju voor die verkoping:

Deel 14, soos getoon en volledig beskryf op Deelplan SS37/1988 in die skema bekend as Saunders Mansions ten opsigte van die grond en gebou of geboue geleë te Yeoville-dorpsgebied, van welke deel die vloeroppervlakte, volgens genoemde deelplan, 116 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, synde Woonstel 35, Saunders Mansions, Saundersstraat, Yeoville.

Verbeterings soos hieronder beskryf is nie gewaarborg nie. Die eiendom bestaan uit:

*Geboue en verbeterings*: 'n Huis met sitkamer, eetkamer, twee slaapkamers, kombuis, badkamer en aparte w.c.

*Terme*: 10% (tien persent) deposito op aankoop, balans betaalbaar deur 'n bank of bougenootskapwaarborg of kontant binne 14 dae vanaf datum van aankoop. Balju se kommissie betaalbaar deur aankoper op datum van aankoop.

Gedateer te Johannesburg hierdie 10de dag van Maart 1997.

J. Booyens, vir Van de Venter, Meiring Inc., Eksekusieskuldeiser se Prokureurs, Suite 715, Sewende Verdieping, Carlton International Trade Centre, Commissionerstraat 145, Johannesburg. [Tel. (011) 886-0500.] (Verw. J. Booyens/Z35757.)

Case No. 13138/96  
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  
PAPATHANASOPOULOS, MARIA ANTONIA, Execution Debtor**

Be pleased to take notice that on Thursday, 8 May 1997 at 10:00, the undermentioned property will be sold at 69 Jut Street, Braamfontein, in execution, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff of the Supreme Court, 69 Jut Street, Braamfontein:

Certain Section 14, as shown and more fully described on Sectional Plan SS37/1988 in the scheme known as Saunders Mansions in respect of the land and building or buildings, situated at Yeoville Township, in the area of Johannesburg Local Authority of which section the floor area, according to the said sectional plan is 116 (one hundred and sixteen) 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 ST16359/1994, executable for the said sums, situated at Flat 35, Saunders Mansions, Saunders Street, Yeoville.

*Description*: A dwelling consisting of lounge, dining-room, two bedrooms, kitchen, bathroom and separate 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% 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.

Full conditions can be inspected at the Sheriff's office.

Dated at Johannesburg on this the 10th day of March 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/Z35757.)

Case No. 29076/96  
PH 782

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

**In the matter between NEDCOR BANK LIMITED (PERMANENT BANK DIVISION), Plaintiff, and JOUBERT, GERT CORNELIUS, First Defendant, and JOUBERT, LOUISA AUGUSTA, 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 offices of Sheriff, Germiston, at Fourth Floor, Standard Towers, 247 President Street, on 24 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 1859, Primrose Township, Division IR, Province of Gauteng, area 1 061 (one thousand and sixty-one) square metres, situated at 29 Walnut Road, Primrose, Germiston.

*Improvements:* Three bedrooms, kitchen, lounge, garage, bathrooms and single storey (not guaranteed).

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

Dated at Johannesburg on this 10th day of March 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/ps/PERM-J3 JHB.)

Case No. 612/92

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

**In the matter between H. EBELING, Plaintiff, and P. P. MOLOI, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 17 March 1993, the property listed hereunder will be sold in execution on Wednesday, 30 April 1997 at 11:00, in the forenoon in front of the Magistrate's Court, Harpur Avenue, Benoni:

Erf 2439, Crystle Park Extension 3 Township, Registration Division IR, Gauteng, held under Deed of Transfer T41222/1991, measuring 917 square metres, known as 15 Sentrust Street, Crystle Park Extension 3, Benoni.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: Single storey brick residence, plastered walls under tile roof consisting of—*Main building:* Two bedrooms, lounge, American kitchen, bathroom, masonite ceilings and wall to wall carpets. *Outbuildings:* Lock-up garage and servant's toilet, paved driveway and property fenced.

*The material conditions of sale are:*

(a) The sale will be held by public auction and subject to the other conditions of sale without reserve and will be voetstoots.

(b) Immediately after the auction, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Court Office, 12 Liverpoolpark, Liverpool Road, Benoni South.

(c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and value-added tax (if applicable) and will obtain an electrical installation certificate of compliance under Act 6/1983.

(d) The purchase price shall be paid 10% (ten per cent) thereof or if the purchase price is less than R10 000 (ten thousand rand) then the total purchase price simultaneously with the signature of conditions of sale. The balance of the purchase price together with interest at the current rate referred to in the warrant of execution on the amount of the Plaintiff's claim (and in the event of there being any preferent creditor/s then the highest interest rate payable upon the preferent creditor's claim with the highest preference and/or claim) from the date of sale to the date of transfer shall be secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. Provided that if the Plaintiff or any other bondholder is entitled to higher rate of interest, then that rate shall be applicable. The guarantee shall be delivered by the purchaser to the Sheriff, or upon the Sheriff's instructions to the Plaintiff's conveyancers, within 14 (fourteen) days of the date of sale and shall provide for the payment on registration of transfer of the property of the full balance and any such interest payable as aforesaid provided that if the Plaintiff to be purchaser, then no deposit or guarantee will be necessary and the Plaintiff shall pay the full purchase price plus interest to the Sheriff of the Court in cash against transfer.

(e) In the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution, the property will be sold subject to any lease, registered mortgage bond/s or other real right; otherwise the property is sold free of any lease. If the Execution Creditor is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation shall be exercisable only against the occupier.

(f) Failing compliance with the provisions of the conditions of sale, the Execution Creditor shall be entitled to cancel the sale on written notice to that effect, and the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this 15th day of March 1997.

Connack Müller & Co., Plaintiff's Attorneys, Second Floor, United Building, 64 Cranbourne Avenue, Benoni. [Tel. (011) 845-1330.] (Ref. Mr. Müller/CT/B 386.)

**Case No. 6449/96**

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

**In the matter between JAKHURA INVESTMENTS CC, Plaintiff, and ANDREW J. REYNIERSE, trading as ANDREW'S PAWNSHOP, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Middelburg, a writ of execution, dated 13 November 1996, the following property will be sold on Friday, 9 May 1997 at 10:00, at the offices of the Magistrate, President Kruger Street, Middelburg, Transvaal, to the highest bidder:

Erf 5022, Extension 13, Middelburg, Registration Department JS, Mpumalanga, measure 1 264 (one two six four) square metres, held under T31920/982.

1. The property shall be sold voetstoots and without reserve to the highest bidder and the sale shall be subject to the provisions of section 66 of the Magistrates' Courts Act, 1944, as amended.

2. The purchase price shall be paid as follows:

2.1 On the day of the sale 10% (ten per cent) of the purchase price.

2.2 The unpaid balance together with interest thereon at the rate of 20,75 (twenty comma seven five per cent) per annum, from date of sale to date of registration of transfer in the name of the purchaser, shall be paid or secured by a bank or building society guarantee within 21 (twenty-one) days.

3. The auctioneer charges, payable on the day of sale to be calculated as follows: 4% (four per cent) of the proceeds of the sale with a minimum charge of R10 (ten rand).

4. The following improvements are reported to be on the property: Dwelling with outbuildings.

5. *Conditions:* The full conditions of sale may be inspected at the offices of the Messenger of the Court, Totius Street, Middelburg, Transvaal.

Dated at Middelburg on this 3rd day of March 1997.

Mr A. M. Venter, c/o. Birman Boshoff & Du Plessis, Attorneys for Plaintiff, Middelburg Business Centre, 22 Market Street (P.O. Box 13), Middelburg, 1050. (Ref. Mr Venter/hs/VC427.)

Saak No. 6449/96

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

**In die saak tussen JAKHURA INVESTMENTS CC, Eiser, en ANDREW J. REYNIERSE,  
handeldrywende as ANDREW'S PAWNSHOP, Verweerder**

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief tot uitwinning gedateer 13 November 1996, sal die ondergenoemde eiendom verkoop word in eksekusie op Vrydag, 9 Mei 1997 om 10:00, by die Landdroshof, President Krugerstraat, Middelburg, Transvaal, aan die hoogste bieder:

Erf 5022, Uitbreiding 13, Middelburg, Registrasieafdeling JS, Mpumalanga, groot 1 264 (eenduisend tweehonderd vier-en-sestig) vierkante meter, gehou kragtens Transport T31920/982.

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

2. Die verkoopprys sal betaalbaar wees soos volg:

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

2.2 Die onbetaalde balans tesame met rente op die balanskoopsom gereken teen 'n koers van 20,75% (twintig komma sewe vyf persent) per jaar, gereken vanaf datum van die verkoping tot datum van registrasie van die eiendom in die naam van die koper sal betaal word of verseker word by wyse van 'n bank- en/of bouverenigingwaarborg binne 21 (een-en-twintig) dae van datum van verkoping.

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

4. Die volgende verbeterings is op die eiendom aangebring: Woonhuis met buitegeboue.

5. Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan dit reeds nou nagegaan word by die kantore van die Geregsbode, Totiusstraat, Middelburg, Transvaal.

Geteken te Middelburg op hede die 3de dag van Maart 1997.

Mnr. A. M. Venter, p.a. Birman Boshoff & Du Plessis, Eiser se Prokureurs, Middelburg Sakesentrum, Markstraat 22 (Posbus 13), Middelburg. (Verw. mnr. Venter/hs/VC427.)

Case No. 7878/95

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

**In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, Plaintiff, and KEVIN, NKOSI, First Defendant, and  
LEBOGANG LYANN MNQABASHE, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Benoni and writ of execution dated 29 April 1996, the property listed hereunder will be sold in execution on Wednesday, 30 April 1997 at 11:00, in front of the Magistrate's Court, Harpur Avenue, Benoni:

Erf 1760, Etwatwa Extension 2, Registration Division IR, Gauteng, held under Deed of Transfer TL5718/1995, measuring 348 square metres, known as 21760 Etwatwa Extension 2, Etwatwa, Daveyton.

No warranty or undertaking is given in relation to the nature of the improvements, which are described as follows: Single storey under tile roof consisting of main building: lounge, dining-room, kitchen, three bedrooms, bathroom and separate toilet.

*The material conditions of sale are:*

(a) The sale will be held by public auction and subject to the other conditions of sale without reserve and will be sold voetstoots.

(b) Immediately after the auction, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Magistrate's Court Office, 12 Liverpoolpark, Liverpool Road, Benoni South.

(c) The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and value-added tax (if applicable) and will obtain an electrical installation certificate of compliance under Act 6/1983.

(d) The purchase price shall be paid at 10% (ten per centum) thereof or if the purchase price is less than R10 000 (ten thousand rand), then the total purchase price simultaneously with the signature of conditions of sale. The balance of the purchase price together with interest at the current rate referred to in the warrant of execution on the amount of the Plaintiff's claim (and in the event of there being any preferent creditor/s then the highest interest rate payable upon the preferent creditor's claim with the highest preference and/or claim) from the date of sale to the date of transfer, shall be secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. Provided that if the Plaintiff or any other bondholder is entitled to a higher rate of interest, then that rate shall be applicable. The guarantee shall be delivered by the purchaser to the Sheriff, or upon the Sheriff's instructions to the Plaintiff's conveyancers, within 14 (fourteen) days of the date of sale and shall provide for the payment on registration of transfer of the property of the full balance of any such interest payable as afore-said provided that if the Plaintiff to be the purchaser, then no deposit or guarantee will be necessary and the Plaintiff shall pay the full purchase price plus interest to the Sheriff of the Court in cash against transfer.

(e) In the event of the highest bid being sufficient to satisfy the judgment debt with interest and all costs up to and including those related to the sale in execution, the property will be sold subject to any lease, registered mortgage bond/s or other real right; otherwise the property is sold free of any lease. If the Execution Creditor is the purchaser, the property will be sold free of any tenancy. The purchaser's right to occupation shall be exercisable only against the occupier.

(f) Failing compliance with the provisions of the conditions of sale, the Execution Creditor shall be entitled to cancel the sale on written notice to that effect, and the purchaser shall forfeit, for the benefit of the Execution Creditor, the deposit referred to in (d) above, without prejudice to any claim against him for damages, alternatively the Execution Creditor shall be entitled to enforce the sale.

Dated at Benoni on this 17th day of March 1997.

Connack Müller & Co., Plaintiff's Attorneys, Second Floor, United Building, 64 Cranbourne Avenue, Benoni.  
[Tel. (011) 845-1330.] (Ref. Mr Müller/CT/BP 245.)

**Saak No. 1036/97**

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

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en NDABA DAVID MOKWAYI en NTEBALENG LILLIAN MOKWAYI, Eksekusieskuldenaars**

Ingevolge 'n vonnis in die Landdroshof van Potchefstroom en lasbrief vir eksekusie gedateer 28 Februarie 1997, sal die volgende eiendom geregtelik verkoop word te die kantoor van die Balju, Wolmaransstraat 86, Potchefstroom, aan die hoogste bieder op 18 April 1997 om 10:00, naamlik:

Erf 4375, geleë in die dorpsgebied van Ikageng, Registrasieafdeling IQ, provinsie van Noordwes, groot 419 vierkante meter.

Hierdie eiendom is verbeter met 'n woonhuis wat hoofsaaklik bestaan uit sitkamer, kombuis, drie slaapkamers, badkamer, aparte toilet en motorhuis.

**Vernaamste verkoopvoorwaardes:**

1. Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Wet op Landdroshof en reëls daaronder aan die hoogste bieder verkoop word.

2. Die koper moet R500 van die koopsom in kontant op die dag van die verkoping aan die Balju Landdroshof betaal. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg betaalbaar teen oordrag, wat goedgekeur moet word deur die Eiser se prokureurs, en wat binne 21 (een-en-twintig) dae na die datum van verkoping, aan die Balju Landdroshof, Potchefstroom, gelewer moet word. Voorwaardes sal gedurende kantoorure by die kantoor van die Balju Landdroshof, Wolmaransstraat 86, Potchefstroom, ter insae lê.

Williams Müller & Mostert, Prokureurs vir Eksekusieskuldeiser, Die Meent, Van Riebeeckstraat 123 (Posbus 208), Potchefstroom. (Verw. APM/cv/A334.)

**Saak No. 13431/94**

**IN DIE HOËRHOF VAN SUID-AFRIKA**

(Transvaal Provinsiale Afdeling)

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en CHARLES BURNS, 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 25 April 1997 om 11:00:

Gedeelte 117 ('n gedeelte van Gedeelte 106) van die plaas Derdepoot 326, Registrasieafdeling JR, Gauteng, groot 9,1970 hectaar, gehou kragtens Akte van Transport T73940/1988.

**Straatadres:** Plot 117, Derdepoot 326.

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

**Verbeterings:** Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: Eiendom bestaande uit twee wonings en twee woonstelle met buitegeboue. Die een woning is 'n gedeeltelike dubbelverdieping, gepleisterde baksteenwoning, met hoë grasdak bestaande uit ingangsportaal, sitkamer, eetkamer, familie kamer, studeerkamer, kombuis, twee slaapkamers, twee badkamers met bad, toilet en stort en 'n boorgat. 'n Gepleisterde baksteenwoonstel met grasdak is aan die woning aangeheg bestaande uit sitkamer, kombuis, badkamer met toilet en slaapkamer. Daar is ook 'n onthaalarea aan die woning aangeheg bestaande uit ontvangsarea, eetkamer, dansvloer, kroeg, twee kombuisse, mans en dames toilette. Langs die woning is daar 'n onvoltooid gebou met mure wat tot dak hoogte gebou is. Die tweede woning is 'n enkelverdieping, gepleisterde baksteenwoning met sinkdak, bestaande uit ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer met toilet en 'n boorgat. Die tweede woonstel is 'n enkelverdieping, gepleisterde baksteenwoonstel met sinkdak, bestaande uit sitkamer, kombuis, badkamer, toilet, slaapkamer en motorhuis. Die buitegeboue bestaan uit twee buitekamers, twee toilette en twee stoorkamers.

Die eiendom is gesoneer vir landboudoeleindes.

*Verkoopvoorwaardes:* Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Wonderboom, Gedeelte 83, De Onderstepoort (net noord van Sasko Meule, ou Warmbadpad, Bon Accord), waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 20ste dag van Maart 1997.

N. K. Petzer, vir Rooth & Wessels, Tweede Verdieping, Eerste Nasionale Bankgebou, Kerkplein, Pretoria. (Tel. 325-2940.)  
(Verw. J. Linington/F.11509.)

### 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, 23 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. 1411/94.**

**Judgment Debtor: MLEDISI VINCENT MKHUMA.**

*Property:* Right of leasehold over Erf 11854 (formerly 1183), Tokoza Extension 1 Township, Registration Division IR, Province of Gauteng, situated at Erf 11854 (formerly 1183), Tokoza Extension 2, Alberton.

*Improvements:* Detached single storey brick built residence under iron roof comprising two rooms other than kitchen and bathroom.

*Reference:* MM0528.

**Case No. 2337/95.**

**Judgment Debtors: AUPA MOSES THOLO and MOKGADI JULIA THOLO.**

*Property:* Right of leasehold over Erf 8469, Tokoza Township, Registration Division IR, Province of Gauteng, situated at Erf 8469, Tokoza, Alberton.

*Improvements:* Detached single storey brick built residence under iron roof comprising two rooms other than kitchen.

*Reference:* MT0092.

**Case No. 715/97.**

**Judgment Debtors: DIDI JOSEPH LEPHUTI and MATHOTO MARIA LEPHUTI.**

*Property:* Right of leasehold over Erf 11925 (formerly 1254), Tokoza Extension 2 Township, Registration Division IR, Province of Gauteng, situated at Erf 11925 (formerly 1254), Tokoza Extension 2, Alberton.

*Improvements:* Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and bathroom.

*Reference:* ML0122.

**Case No. 2336/95.**

**Judgment Debtors: DUDU JEREMIAH TSOTETSI and RALLEFA MARIA MAKANTORO TSOTETSI.**

*Property:* Right of leasehold over Erf 8324, Tokoza Township, Registration Division IR, Province of Gauteng, situated at Erf 8324, Tokoza, Alberton.

*Improvements:* Detached single storey brick built residence under iron roof comprising one room other than kitchen and bathroom.

*Reference:* MT0093.

**Case No. 2046/96.****Judgment Debtors: MOLOGADI BETHUEL KGANYAGO and PETE FLORA KGANYAGO.**

*Property:* Erf 2941 (formerly 149), Likole Extension 1, Township Registration Division IR, Province of Gauteng, situated at Erf 2941 (formerly 149), Likole Extension 1, Katlehong, Alberton.

*Improvements:* Detached single storey brick built residence under iron roof comprising three rooms other than kitchen and half bathroom.

*Reference:* MK0128.

Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston.  
[Tel. (011) 825-1015.] (Ref. L. Ruthven.)

**Case No. 19914/96****IN THE HIGH COURT OF SOUTH AFRICA**

(Transvaal Provincial Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and RUVEIX VENTER, Defendant**

A sale in execution will be held on Friday, 25 April 1997 at 10:00, by the Sheriff for Potgietersrus in front of the Magistrate's Office, Fifth Street, Naboomspruit, of:

Portion 53 (a portion of Portion 46) of the farm Naboomspruit 348, Registration Division KR, Northern Province, measuring 21,4133 hectare, held under Deed of Transfer T100833/93, known as Plot 53, Naboomspruit.

Particulars are not guaranteed: Fenced pine ceiling dwelling with lounge, dining-room, family room, kitchen with eye-level oven and cupboards, pantry, four bedrooms with cupboards, two bathrooms, front stoep, double garage, two carports, store, workshop, storage room, partly completed store-room with adjacent carport, sheep-kraal with store-room, thirteen underroofed pig-sties, six camps, two cattle watering-places, lands with pastures and bedroomed flat with lounge, kitchen and bathroom.

Inspect conditions at the Sheriff's Office at First Floor, Munpen Building, 80 Voortrekker Road, Potgietersrus.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8427.) (Ref. N4/M30910/JAA/JSH/M. Oliphant.)

**Saak No. 59645/96****IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA****In die saak tussen NBS BANK LIMITED, Eiser, en STEPHANUS PETRUS JANSEN VAN VUUREN,  
Identiteitsnommer 57052005091084, Verweerder**

Ingevolge 'n vonnis toegestaan in die Landdroshof en 'n lasbrief vir eksekusie gedateer 30 Augustus 1996 uitgereik deur bogemelde Agbare Hof, sal die volgende eiendom verkoop word deur die Balju van die Landdroshof, Pretoria-Oos, te Fehrslaansentrum, Strubenstraat 130A, Pretoria, aan die hoogste bieder op 30 April 1997 om 10:00:

Erf 218, geleë in die dorpsgebied Erasmusrand, Registrasieafdeling JR, provinsie Gauteng, groot 1 983 (eenduisend negehonderd drie-en-tagtig) vierkante meter (beter bekend as 405 Schoongeschiedstraat, Erasmusrand).

*Voorwaardes van verkoping:*

1. Die eiendom sal aan die hoogste bieder verkoop word en die koop sal onderworpe wees aan die terme van voorwaardes van die Landdroshof Wet 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, sitkamer, eetkamer, studeerkamer, kombuis, TV-kamer, werkkamer, opwaseenheid, twee badkamers, twee storte, dubbelmotorhuis met swembad, lapa, boorgat en plaveisel.

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

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

Geteken te Pretoria op hierdie 13de dag van Maart 1997.

S. E. du Plessis, vir Van der Merwe Du Toit & Fuchs, Prokureurs vir Eksekusieskuldeiser, 14de Verdieping, Sanlamsentrum, Andriesstraat 252, Pretoria. (Verw. mev. Engels/JR68140.)

**Case No. 3416/96**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and ALETTA SUSARA KLUGKIST, Defendant**

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 25 April 1997 at 11:00:

Erf 96, in the Township of Montana Extension 1, Registration Division JR, Province of Gauteng, measuring 996 square metres, known as 446 Huppelongs Crescent, Montana. Particulars are not guaranteed.

Dwelling consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms and two garages.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311 x 8427.) (Ref. N1/B-M03001/JAA/M. Oliphant.)

**Case No. 2761/96**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and ERNEST WILLIAM KOTZE, First Defendant, and PHILIPPINA ELIZABETH KOTZE, Second Defendant**

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 25 April 1997 at 11:00, of:

Remaining extent of Erf 404, Wolmer Township, Registration Division JR, Province of Gauteng, measuring 749 square metres, known as 335 Jopie Fourie Street, Wolmer.

Particulars are not guaranteed.

Dwelling with entrance hall, lounge/dining-room, kitchen, three bedrooms, bathroom, staff room and toilet.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8420.) (Ref. N1/A-M02785/JAA/J. S. Herbst.)

**Case No. 3101/97**

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and FOYOYO JAN MASILELA, Defendant**

A sale in execution of the undermentioned property is to be sold by the Sheriff, Eersteboek, and to be held at the Magistrate's Court, Eersteboek, on Friday, 25 April 1997 at 11:00:

*Property:* Unit 899, in the Township of Elukwatini, District of Eersteboek, and also known as 899 Elukwatini, Eersteboek.

*Improvements:* Dwelling: Four bedrooms, kitchen, lounge, dining-room and bathroom with toilet.

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

Full conditions of sale can be inspected at the Sheriff, Eersteboek, 22 De Clerq Street, Ermelo, and will be read out prior to the sale taking place.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/Lee/E642.)

**Case No. 3100/97**

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOSIAH MACHEKE, Defendant**

A sale in execution of the undermentioned property is to be sold by the Sheriff, Eersteboek, and to be held at the Magistrate's Court, Eersteboek, on Friday, 25 April 1997 at 11:00:

*Property:* Unit 978, in the Township of Elukwatini, District of Eersteboek, and also known as 978 Elukwatini, Eersteboek.

*Improvements:* Dwelling: Two bedrooms, kitchen, lounge and bathroom.

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

Full conditions of sale can be inspected at the Sheriff, Eerstehoek, 22 De Clerq Street, Ermelo, and will be read out prior to the sale taking place.

Findlay & Niemeyer Incorporated, Attorneys for Plaintiff, P.O. Box 801, Pretoria. (Tel. 342-9164.) (Ref. Mr Croucamp/ Lee/E641.)

Case No. 221/97

IN THE MAGISTRATE'S COURT FOR WONDERBOOM HELD AT WONDERBOOM

**In the matter between ABSA BANK LIMITED, Plaintiff, and ADRIAAN JACOBUS OBERHOLZER, First Defendant, and MELODY OBERHOLZER, Second Defendant**

A sale will be held at the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just North of Sasko Mills), old Warmbaths Road, Bon Accord, on Friday, 25 April 1997 at 11:00, of:

Portion 16 of Erf 68, The Orchards Township, Registration Division JR, Province of Gauteng, measuring 991 square metres, known as 17 Maroela Avenue, The Orchards.

Particulars are not guaranteed.

Dwelling with lounge, family room, dining-room, kitchen, four bedrooms, bath/toilet/shower, staff-room, double garage, toilet and swimming-pool.

Inspect conditions at Sheriff, Wonderboom, Portion 83, De Onderstepoort (just North of Sasko Mills), old Warmbaths Road, Bon Accord.

J. A. Alheit, for MacRobert De Villiers Lunnon Tindall Inc. (Tel. 339-8420.) (Ref. N1/A-M42608/JAA/J. S. Herbst.)

Saak No. 12009/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE VEREENIGING

**In die saak tussen ABSA BANK BEPERK, No. 86/04794/06 (UNITED BANK DIVISIE), Eiser, en NICOLA WILLOUGHBY VILJOEN, Verweerderes**

Ter uitvoering van 'n vonnis van die Landdros vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die Kantoor van die Balju, Landdroshof, Beaconsfieldlaan 41A, Vereeniging, op 16 April 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:* Hoewe 121, Homestead Apple Orchards Kleinhoewes, Registrasieafdeling IQ, provinsie Gauteng (Agtste Laan 121), groot 4,0471 hektaar.

*Verbeterings:* Kombuis, eetkamer, drie slaapkamers, swembad, drie motorhuise, plaasdam, sitkamer, TV kamer, twee badkamers, studeerkamer en drie afdakke. *Woonstel:* Twee slaapkamers, badkamer, TV kamer, kombuis, tennishuis met toilet, vier bediendekamers met toilet, plaaswinkel bestaande uit twee kamers.

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

*Die koopprys sal as volg betaalbaar wees:*

- (a) Tien per sentum (10%) van die koopprys is betaalbaar in kontant na afhandeling van die verkoping; en
- (b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 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 afslaterskommissie 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 10de dag van Maart 1997.

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

Saak No. 10091/96

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

**In die saak tussen ABSA BANK BEPERK, No. 86/04794/06 (UNITED BANK DIVISIE), Eiser, en FRON LOMNSTF en KAREN SUSAN LOMBARD, Verweerders**

Ter uitvoering van 'n vonnis van die Landdros vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die Kantoor van die Balju, Landdroshof, Beaconsfieldlaan 41A, Vereeniging, op 23 April 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 135, Bedworth Park-dorpsgebied, Registrasieafdeling IQ, provinsie Pretoria-Witwatersrand-Vereeniging (Pallastraat 25) 18, groot 3 029 vierkante meter.

**Verbeterings:** Kombuis, sitkamer, eetkamer, kroeg, TV kamer, vier slaapkamers, studeerkamer, twee badkamers, twee toilette, twee motorhuise, afdak, twee lapas en swembad.

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

*Die koopprys sal as volg betaalbaar wees:*

- (a) Tien per sentum (10%) van die koopprys is betaalbaar in kontant na afhandeling van die verkoping; en
- (b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 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 12de dag van Maart 1997.

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

Saak No. 6834/96

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

**In die saak tussen ABSA BANK BEPERK (Reg. No. 86/04794/06) (ALLIED BANK DIVISIE), Eiser, en JOACHIM RUDOLPH STEFANUS VILJOEN, Verweerder**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Vereeniging, sal die eiendom hieronder vermeld per openbare veiling verkoop word by die kantoor van Balju, Landdroshof, Beaconsfieldlaan 41A, Vereeniging, op 16 April 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 1287, in die dorpsgebied, Vereeniging-uitbreiding 2, Registrasieafdeling IQ, Transvaal (Springfieldweg 18), groot 1 200 vierkante meter.

**Verbeterings:** Drie slaapkamers, badkamer, sitkamer, eetkamer, kombuis, toilet, motorhuis, buitekamer en swembad.

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

*Die koopprys sal as volg betaalbaar wees:*

- (a) Tien (10) persent van die koopprys is betaalbaar in kontant na afhandeling van die verkoping en;
- (b) die balans sal verseker word deur die lewering van 'n aanvaarbare waarborg aan die Balju, Landdroshof, binne veertien (14) dae gereken vanaf datum van koop welke waarborg betaalbaar is teen datum van registrasie en op welke balans rente bereken sal word teen 'n koers van 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 12de dag van Maart 1997.

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

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

In die saak tussen **ABSA BANK BEPERK**, handeldrywende as **ALLIED BANK**, Eksekusieskuldeiser, en  
**P. M. TSIANE**, Eksekusieskuldenaar

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief tot eksekusie, gedateer 23 September 1996, sal hierdie ondervermelde eiendom geregtelik verkoop word op 18 April 1997 om 11:00, voor die Landdroskantoor, Klopperstraat, Rustenburg, aan die persoon wie die hoogste aanbod maak, nl:

Sekere Gedeelte 4 van Erf 534, in die dorp Rustenburg, Registrasieafdeling JQ, provinsie Noordwes, groot 714 (sewehonderd en veertien) vierkante meter, gehou kragtens Akte van Transport T79324/95, onderhewig aan al sodanige voorwaardes as wat in die gemelde akte vermeld staan of na verwys word.

Die verkoopvoorwaardes, wat onmiddellik voor die verkoping gelees sal word lê ter insae in die kantoor van die Balju, Smutslaan, Rustenburg.

Die belangrikste voorwaardes daarin vervat is die volgende: Dat die eiendom vir kontant en aan die hoogste bieder verkoop sal word, onderworpe aan die rege van die Verbandhouders soos uiteengesit in die verkoopvoorwaardes wat ter insae lê by die kantore van die Balju, Smutslaan, Rustenburg, by die Klerk van die Hof, Rustenburg, en by die Eiser se prokureurs, Bryetenbach, Prinsloo Ingelyf, Burgerstraat 122, Rustenburg.

Geteken te Rustenburg hede die 19de dag van Februarie 1997.

Breytenbach, Prinsloo Ing., Breytenbach Prinsloogebou, Burgerstraat 122 (Posbus 75), Rustenburg. (Verw. mnr. Prinsloo/RDV/AC 4.)

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**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, Benoni, 49 Kempston Avenue, Benoni, on Thursday, 24 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 Supreme Court Act No. 59 of 1959.

2. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price and the fees of the Sheriff for acting as auctioneer [i.e. 5% (five per cent) of the proceeds of the sale up to the price of R30 000 and thereafter 3% (three per cent) to a maximum of R7 000 with a minimum of R260] 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. 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. 95/28017.****Judgment Debtor: JENNIFER MARGARET DE CAIRES.**

*Property:* Erf 2200, Crystal Park Extension 3 Township, Registration Division IR, Province of Gauteng, situated at 91 Oxpecker Street, Crystal Park Extension 3, Benoni.

*Improvements:* Detached single storey brick built residence under thatched roof, comprising three rooms other than kitchen and bathroom with outbuildings comprising domestic quarters and toilet.

*Reference:* MD0077.

Henry Tucker & Partners, Attorneys for Plaintiff, Sixth Floor, Permanent Building, 165 Meyer Street, Germiston.  
[Tel. (011) 825-1015.] (Ref. L. Ruthven.)

Saak No. 2654/96

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

**In die saak tussen NBS BANK BEPERK, Eksekusieskuldeiser, en SIPHO E. KUBHEKA,  
Eerste Eksekusieskuldenaar, en L. W. KUBHEKA, Tweede Eksekusieskuldenaar**

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 14 Mei 1996, die hiernagenoemde eiendom op Donderdag, 24 April 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 867, Maokeng-dorpsgebied, Registrasieafdeling IR, Gauteng, groot 321 vierkante meter, ook bekend as 867 Maokeng-afdeling, Tembisa, gehou onder Titellakte TL46697/95.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie: Sitkamer, badkamer, toilet, kombuis en twee slaapkamers, 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 op hierdie 10de dag van Maart 1997.

M. M. Cowley, vir Jacobs & Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23 (Posbus 75), Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/RDB/LN2460.)

Saak No. 5694/96

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

**In die saak tussen NBS BANK BEPERK, Eksekusieskuldeiser, en  
PETRUS J. VILJOEN, Eksekusieskuldenaar**

Ingevolge uitspraak in die Landdroshof van Kempton Park en 'n lasbrief vir eksekusie gedateer 4 September 1996, die hiernagenoemde eiendom op Donderdag, 24 April 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 1708, Glen Marais-dorpsgebied, Registrasieafdeling IR, Gauteng, groot 1 012 vierkante meter, ook bekend as 7 Sybaslaan, Glen Marais, gehou onder Titellakte T44547/86.

Eiser beskrywe die verbeteringe op die eiendom as volg, maar geen waarborge word gegee in hierdie verband nie: Sitkamer, twee badkamers, eetkamer, vier slaapkamers, twee motorhuise, kombuis, studeerkamer en swembad, alles onder 'n teëldak 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 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 op hierdie 10de dag van Maart 1997.

M. M. Cowley, vir Jacobs & Moodie, Tweede Verdieping, Myrtlegebou, Wesstraat 23 (Posbus 75), Kempton Park, 1620. (Tel. 970-1216.) (Verw. mev. Cowley/RDB/CN0046.)

Case No. 13926/96

## IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and  
DANIEL JAMES KEMP NEL, Defendant**

A sale in execution will be held on Wednesday, 23 April 1997 at 12:00, in front of the Magistrate's Office, Bronkhorstspuit, by the Sheriff for the High Court, Bronkhorstspuit, of:

Holding 196, situated at Bashewa Agricultural Holdings, Registration Division JR, provinsie Gauteng, in extent 4,5445 hectare, known as Holding 196, Bashewa Agricultural Holdings.

Particulars are not guaranteed: Dwelling with lounge, family room, dining-room, kitchen, four bedrooms, bathroom, study, scullery, laundry and pantry. *Outbuildings:* Carport and two staffrooms.

Inspect conditions at Sheriff for the High Court, Bronkhorstspuit, 30 Mark Street, Bronkhorstspuit.

MacRobert De Villiers Lunnon & Tindall Inc. (Tel. 339-8311.) (Ref. N1/B-M03989 (429960)/JAA/M. Oliphant.)

Case No. 28606/96  
PH 630

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and GEORGE PAPATHANASOPOULOS, 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, 24 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, Johannesburg East at 69 Juta Street, Braamfontein:

1. A unit consisting of—

1.1 Section 16, as shown and more fully described on Sectional Plan SS37/1988, hereinafter referred to as "the sectional plan" in the scheme known as Saunders Mansions, in respect of the land and building or buildings situated at Yeoville Township, Local Authority of Johannesburg of which section the floor area according to the said sectional plan is 116 (one hundred and sixteen) square metres in extent, being 16 Saunders Mansions, Saunders Street, Yeoville, Johannesburg;

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 Deed of Transfer ST18139/1994; and

1.3 an exclusive use area described as Garage G3, measuring 34 (thirty-four) square metres, being as such part of the common property comprising the land and the scheme known as Saunders Mansions, in respect of the land and building or buildings situated at Yeoville Township, in the area of the Johannesburg Local Authority, as shown and more fully described on the amended Sectional Plan SS37/1988, held by the Defendant under and by virtue of Notarial Deed of Cession of Exclusive Use Areas of Common Property SK3356/1994.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of two bedrooms, bathroom, w.c., kitchen, lounge 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, 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 March 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. 10582304435/Mr C. Livingstone/cb.)

Case No. 286/97  
PH 630

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK Division), formerly known as ALLIED BANK LIMITED, Plaintiff, and ZUKISWA EMSIE MAMBI, 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, 24 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, Johannesburg North at 131 Marshall Street, Johannesburg:

1. A unit consisting of—

1.1 Section 25, as shown and more fully described on Sectional Plan SS115/1981, in the scheme known as Kelemberg, in respect of the land and building or buildings situated at Berea Township, Local Authority, Greater Johannesburg Transitional Metropolitan Council, of which the floor area, according to the said sectional plan is 122 (one hundred and twenty-two) square metres in extent, being 701 Kelemberg, 40 Joel Street, Berea, Johannesburg; 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 ST22688/1995.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, dining-room, two bedrooms, kitchen, bathroom/w.c., separate w.c. and carport.

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

The purchaser shall, on the day of the sale, pay 5% (five per 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 March 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. 108204/Mr C. Livingstone/le.)

Case No. 25489/96  
PH 630

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOHN HERMAN RICHARD NORTJE, First Defendant, and CLAUDETTE NORTJE, 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, 24 April 1997 at 10:00, of the under-mentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South at 100 Sheffield Street, Turffontein:

Erf 378, Ridgeway Extension 2, measuring 811 (eight hundred and eleven) square metres, held by the Defendants under Deed of Transfer T11904/1967, being 30 Blunden Street, Ridgeway Extension 2.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, two bathrooms, kitchen, lounge, dining-room, family room, garage and two carports.

*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 the 13th day of March 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. 107048/Mr N. Georgiades/cb.)

Case No. 1193/96  
PH 630

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PAUL ANTHONY BRINK, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held at Klaburn Court, 22B Ockerse Street, Krugersdorp, on Wednesday, 30 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, Krugersdorp, at Klaburn Court, 22B Ockerse Street, Krugersdorp:

Eref 13, Boltonia, measuring 1 038 (one thousand thirty-eight) square metres, held by the Defendant under Deed of Transfer T20796/96, being 291 Luipaard Street, Boltonia, Krugersdorp.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of three bedrooms, bathroom, kitchen, lounge and dining-room.

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

The purchaser shall, on the day of the sale, pay 5% (five per centum) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this the 13th day of March 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. 108436/Mr C. Livingstone/cb.)

**Case No. 28604/96**  
**PH 630**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and HAROON ISMAIL JACOB, First Defendant, and SELMA JACOB, 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, 24 April 1997 at 10:00, of the under-mentioned 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, Lenasia, at 19 Anemone Avenue, Lenasia:

Erf 7272, Lenasia Extension 7, measuring 824 (eight hundred and twenty-four) square metres, held by the Defendants under Deed of Transfer T53909/89, being 169 Protea Avenue, Lenasia Extension 7.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of five bedrooms, three and a half bathrooms, lounge, dining-room, kitchen, family room and study.

**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 the 12th day of March 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. 107627/Mr N. Georgiades/cb.)

**Case No. 6045/95**  
**PH 630**

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), formerly known as ALLIED BANK LIMITED, Plaintiff, and PHILLIPPUS CORNELIUS MYBURGH, 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 8 Park Street, Kempton Park, on Thursday, 24 April 1997 at 10:00, of the under-mentioned 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 8 Park Street, Kempton Park:

Erf 2900, Birch Acres Extension 17, measuring 914 (nine hundred and fourteen) square metres, held by the Defendant under Deed of Transfer T19676/1986, being 7 Darter Street, Birch Acres Extension 17, Kempton Park.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: The dwelling consists of lounge, bathroom, dining-room, toilet, three bedrooms, two garages, carport, kitchen and driveway.

**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 March 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. 109582/Mr N. Georgiades/le.)

**Case No. 26798/96  
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 LYNNETTE LESLEY EILEEN HOWE, 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, 24 April 1997 at 10:00, of the under-mentioned immovable property of the Defendant on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Johannesburg South at 100 Sheffield Street, Turffontein:

1. A unit consisting of:

1.1 Section 100, as shown and more fully described on Sectional Plan SS20/95 in the scheme known as Chelsea Mews in respect of the land and building or buildings situated at Suideroord Township, Local Authority: Johannesburg City Council of which section the floor area, according to the said sectional plan is 70 (seventy) square metres in extent, being Flat 10, Inandas, Le Roux Street, Suideroord, Johannesburg; 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 ST4908/95.

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 bedroom.

**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 27th 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. 107215/Mr N. Georgiades/le.)

**Case No. 18192/96  
PH 2**

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

**In the matter between FIRST NATIONAL BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MPHATSOE, KAMOHLEO SAMUEL, 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, Boksburg, 182 Leeuwpoot Street, Boksburg, on 25 April 1997 at 11:15, of the right, title and interest in and to 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, Boksburg, 182 Leeuwpoot Street, Boksburg:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling, lounge, dining-room, three bedrooms, bathroom, separate w.c. and kitchen, being Erf 16645, situated at Vosloorus Extension 26 Township, measuring 327 square metres, Registration Division IR, Transvaal, held by the Defendant under Title Deed TL27264/89.

**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 Randburg this 13th day of March 1997.

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

**Case No. 378/97**

**PH 2**

**IN THE HIGH COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and ANTUNES,  
CARLOS ARMANDO MENDES DA SILVEIRA, 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, Sandton, 9 St Giles Street, Kensington B, Randburg, on 25 April 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, 10 Conduit Street, Kensington B, Randburg, being:

Erf 4756, Bryanston Extension 25, situated at 1 South Place, Bryanston Extension 25, measuring 2 000 square metres, Registration Division IR, Province of Gauteng, held by the Defendant under Title Deed T43956/96.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single storey dwelling under tiled roof consisting of lounge, dining-room, family room, three bedrooms, bathroom/w.c., shower, bathroom/w.c., kitchen and double garage.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer in respect of which a guarantee is 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 19th day of March 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/md.)

**Case No. 23979/96**

**PH 2**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between NBS BANK LIMITED, Plaintiff, and KUNENE, IRENE MANDY, First Defendant, and  
KUNENE, BELLA MIRRIAM, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Randburg, 9 Elna Randhof, corner of Blairgowrie and Selkirk Avenues, Blairgowrie, on 29 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, Randburg, being:

Erf 449, Sharonlea Extension 10, situated at 14 Venus Road, Sharonlea Extension 10, measuring 807 square metres, Registration Division IQ, Transvaal, held by the Defendants under Title Deed T46509/1994.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single storey dwelling house under tiled roof comprising lounge, dining-room, kitchen, two bedrooms, bathroom, shower, two toilets, two garages, servants' quarters and swimming-pool.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer in respect of which a guarantee is 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 4th day of March 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. 23978/96  
PH 2**

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

**In the matter between NBS BANK LIMITED, Plaintiff, and NOWYDWOR, NORBERT FABIAN, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Johannesburg East, 69 Juta Street, Braamfontein, on 24 April 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, 69 Juta Street, Braamfontein, being:

Portion 54 of Erf 199, Lyndhurst, situated at 93 Maidstone Avenue, Lyndhurst, measuring 1 777 square metres, Registration Division IR, Province of Gauteng, held by the Defendant under Title Deed T85539/95.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single storey dwelling-house under tiled roof comprising lounge, dining-room, study, kitchen, three bedrooms, two and a half bathrooms, shower, three toilets, entrance hall, garage, carport, servant's room, shower and toilet, storeroom and swimming-pool.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer in respect of which a guarantee is 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 6th day of March 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. 1222/97  
PH 2**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and BOESACK, LIONEL and  
BOESACK, REBECCA IVY, Defendants**

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 by Sheriff, Vereeniging, on 24 April 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 De Klerk, Vermaak and Partners Inc., Overvaal Building, 28 Kruger Avenue, Vereeniging:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling under tiled roof consisting of lounge, dining-room, three bedrooms, two bathrooms and kitchen, being Portion 3 of Erf 4277, Innerdale Extension 5 Township, situated at 3 Vivienite Crescent, Ennerdale Extension 5, measuring 371 square metres, Registration Division IQ, Transvaal, held by the Defendant under Title Deed T16470/1995.

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

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

Dated at Randburg on this day of 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/md.)

Case No. 18273/96  
PH 2IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
MADONDO, DESMOND, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), in the above action, a sale as a unit without a reserve price will be held at the Office of the Sheriff, Boksburg, 182 Leeupoort Street, Boksburg, on 25 April 1997 at 11:15 of the undermentioned property of the Defendant on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Boksburg, 182 Leeupoort Street, Boksburg.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling, lounge, study, bedroom, bathroom and w.c., being Erf 6580, situated at Vosloorus Extension 9 Township, measuring 462 square metres, Registration Division IR, Transvaal, held by the Defendant under Title Deed TE32591/1994.

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

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

Dated at Randburg on this 13th day of March 1997.

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

Case No. 19849/96  
PH 2IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
MHUNE, ANDREW VIKI, First Defendant, and MHUNE, ANDREW VIKI, 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, Boksburg, on 25 April 1997 at 11:15, of the right, title and interest in and to the undermentioned property of the Defendants on the conditions to be read by the auctioneer at the time of the sale, which conditions will lie for inspection prior to the sale at the offices of the Sheriff, Boksburg:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling, lounge, kitchen, two bedrooms, bathroom and w.c., being Erf 20459, situated at Vosloorus Extension 30, measuring 231 square metres, Registration Division IR, Transvaal, held by the Defendant under Title Deed TL50494/1992.

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

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

Dated at Randburg this 13th day of March 1997.

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

Case No. 2316/96  
PH 97

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

**In the matter between FLASH FRAME (PTY) LIMITED, trading as PRO QUIP, Execution Creditor, and  
MIRIAM PATSANZA, trading as TALENT CONSORTIUM, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Randburg, dated 19 August 1996, and subsequent warrant of execution issued, the following property will be sold in execution on 24 April 1997 at 10:00, in front of the Magistrate's Court, Randburg, without reserve, to the highest bidder, viz:

Certain one half share in and to Erf 640, Parkmore (Johannesburg) Township, Registration Division IR, Province of Gauteng, known as 128 Ninth Street, Parkmore, Sandton, measuring 991 (nine hundred and ninety-one) square metres, held by the Execution Debtor under Deed of Transfer T37476/1991.

*Conditions of sale:**Zoning:* Residential.*Special use or exceptions:* None.

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. The property is to the best of the Judgment Creditor's knowledge improved as follows, although nothing whatsoever in respect of the improvements is guaranteed:

*Single storey main building:* Lounge, dining-room, family room, study, kitchen, three bedrooms, two bathrooms, carport and servant's quarter. Granny cottage consisting of bedroom and bathroom.

3. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the signing of the conditions of sale, and the unpaid balance, together with interest thereon at the rate of 20% (twenty per centum) per annum to date of payment, against registration of transfer, to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from date of sale.

4. *Conditions:* The full conditions of sale, which will be read out by the Sheriff for the Magistrate's Court, Sandton, immediately prior to the sale, may be inspected at his office at 10 Conduit Street, Kensington 'B' and at the Randburg Magistrate's Court.

Dated at Johannesburg on this 26th day of March 1997.

D. G. Sonderup & Co., 8 Bompas Road, Dunkeld West; P.O. Box 47335, Parklands. (Tel. 880-2263.) (Ref. MH/F.1362.)

**Case No. 28858/96  
PH 2**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and RAMOROESI, MATHLHOMOLA JOSEPH, First Defendant,  
and RAMOROESI, MURIEL KEGOMODITSWE, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Soweto East, on 24 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, Soweto West, 69 Juta Street, Braamfontein:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling-house under tiled roof, consisting of lounge, two bedrooms, bathroom and kitchen.

*Being:* Erf 6692, Emdeni Extension 2, situated at 200 Emdeni Extension 2, kwaXuma, measuring 297 square metres, Registration Division IQ, Transvaal, held by the Defendants under Certificate of Registered Grant of Leasehold TL45042/1989.

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

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

Dated at Randburg this 20th 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/md.)

**Case No. 14835/96  
PH 2**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and MANYIBANE, SYDNEY THEMBA,  
First Defendant, MANYIBANE, MASERAME PATRICIA, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the Sheriff, Johannesburg East, 69 Juta Street, Braamfontein, on 24 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, 69 Juta Street, Braamfontein:

*Being* Erf 151, Bellevue East, situated at 138 Frances Street, Bellevue East, measuring 495 square metres, Registration Division IR, Transvaal, held by the Defendants under Title Deed T56603/94.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling-house comprising entrance hall, lounge, three bedrooms, kitchen, bathroom and toilet, garage and outside 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, 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 3rd day of March 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. 22052/96  
PH 2

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

**In the matter between FIRST NATIONAL BANK OF S.A. LTD, Plaintiff, and KELLY, TREVOR BRAIN,  
First Defendant, KELLY, FERROZA, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the Sheriff, 69 Juta Street, Braamfontein, on 24 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, Johannesburg West, 32 Von Brandis Street, Johannesburg:

Being Erf 403, Riverlea, situated at 18 Flinder Street, Riverlea, measuring 263 square metres, Registration Division IQ, Province of Gauteng, held by the Defendants under Title Deed T5957/96.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling-house under iron roof comprising lounge, dining-room, kitchen, three bedrooms, bathroom, toilet 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, 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 3rd day of March 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. 16790/96  
PH 2

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
LABUSCHAGNE, GERT HENDRIK JACOBUS, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the Sheriff, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, on 29 April 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, Alberton:

Being Erf 465, Roodebult, situated at 23 Karee Street, Roodebult, measuring 952 square metres, Registration Division IR, Transvaal, held by the Defendant under Title Deed T26612/93.

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single-storey dwelling-house consisting of lounge, dining-room, kitchen, two bedrooms, bathroom and toilet.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, 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 4th day of March 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. 28568/96  
PH 2**

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MASHA, SAMUEL VICTOR, First Defendant, and MASHA, JEANETTE, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale as a unit without a reserve price will be held at the office of the Sheriff, Roodepoort South, 10 Liebenberg Street, District of Roodepoort, on 25 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 South, 10 Liebenberg Street, District of Roodepoort:

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Single storey dwelling, lounge, kitchen, two bedrooms, bathroom and w.c, being Erf 3316, situated at Doornkop Township, Roodepoort, measuring 216 square metres, Registration Division IQ, Province of Gauteng, held by the Defendants under Title Deed T12114/1996.

*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 3rd day of March 1997.

Bezuidenhout Van Zyl Inc., Third Floor, Surrey Place, 295 Surrey Avenue, Randburg. (Tel. 789-3050.) (Ref. Mr Fourie/AE.)  
C/o Van der Westhuizen Crouse & Venter, Ninth Floor, North State Building, corner of Market and Kruis Streets, Johannesburg.

**Case No. 24401/96**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and VILJOEN, JACOBUS FREDERICK, 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, Krugersdorp, at Klaburn Court, 22B Ockerse Street, Krugersdorp, on Wednesday, 23 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 625, Rant-en-Dal Township, Registration Division IQ, Transvaal, situated at 4 Wildebees Street, Rant-en-Dal, Krugersdorp, area 1 314 (one thousand three hundred and fourteen) square metres.

*Improvements* (not guaranteed): Three bedrooms, two bathrooms and three other rooms.

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

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

Dated at Johannesburg on this 11th day of March 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Giron Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N8140E/mgh/tf.)

Case No. 16784/93

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MZAMO, PHUMZILE SAMUEL, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South at 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 706, Naturena Township, Registration Division IQ, Transvaal, situated at 177 Malta Street, Naturena, area 940 (nine hundred and forty) square metres.

*Improvements* (not guaranteed): Three bedrooms, two bathrooms and five other rooms.

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

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

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

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N5362E/mgh/tf.)

Case No. 29766/93

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOSADI, KOBOTSHWEU WILLIAM, 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, Roodepoort South, at 10 Liebenberg Street, Roodepoort, on Friday, 25 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

All right, title and interest in the leasehold in respect of Site 1495, Dobsonville Township, Registration Division IQ, Transvaal, situated at 1495 Molefi Street, Dobsonville, area 412 (four hundred and twelve) square metres.

*Improvements* (not guaranteed): Two bedrooms and two other rooms.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

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

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N0167E/mgh/tf.)

Case No. 26373/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and VAN WUK, RACHEL SUSAN, First Defendant, and VAN WYK, WILMA LOUISA, 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 South, at 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 53, Southdale Township, Registration Division IR, Province of Gauteng, situated at 19 Ardmore Street, Southdale, area 711 (seven hundred and eleven) square metres.

*Improvements* (not guaranteed): Three bedrooms, 1 and a half bathroom and two other rooms.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

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

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N8210E/mgh/tf.)

Case No. 24763/89

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SUSSEX COURT (PROPRIETARY) LIMITED, 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 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 276, Berea Township, Registration Division IR, Transvaal, situated at 59 Abel Road, Berea, Johannesburg, area 495 (four hundred and ninety-five) square metres.

*Improvements* (not guaranteed): A block of flats comprising 55 rooms, 16 bathrooms and 10 parking bays.

*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 13th day of March 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N9738E/mgh/tf.)

Case No. 19501/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and HENDRICKS, RANVIL, 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 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 600, Greenside Township, Registration Division IR, Province of Gauteng, situated at 308 Barry Hertzog Avenue, Greenside, area 1 024 (one thousand and twenty-four) square metres.

*Improvements* (not guaranteed): Three bedrooms, bathroom and three other rooms.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

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

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N7640E/mgh/tf.)

Case No. 23015/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NTULI, LOVEDALIA DORAH SIBONGILE, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 336, Ormonde Extension 3 Township, Registration Division IQ, Province of Gautang, situated at 15 Tamarisk Street, Ormonde Extension 3, area 830 (eight hundred and thirty) square metres.

*Improvements* (not guaranteed): Three bedrooms, bathroom and two other rooms.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 11th day of March 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N8046E/mgh/tf.)

Case No. 1193/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and COWDY, ANTHONY DAVID, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg West, at 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Portion 24 of Lot 1227, Claremont (Johannesburg) Township, Registration Division IR, Province of Pretoria—Witwatersrand—Vereeniging, situated at 15 Hangklip Street, Claremont, area 559 (five hundred and fifty-nine) square metres.

*Improvements* (not guaranteed): Three bedrooms, bathroom and three other rooms.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

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

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N5967E/mgh/tf.)

Case No. 24024/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOHNSON, ALLAN KENNETH, First Defendant, and JOHNSON, BERNICE CHARLOTTE, Second Defendant**

In execution of a judgment of the supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the Office of Sheriff, Johannesburg North, at 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 478, Brixton Township, Registration Division IR, Transvaal, situated at 17 Collins Street, Brixton, area 495 (four hundred and ninety-five) square metres.

*Improvements* (not guaranteed): Three bedrooms, bathroom and two other rooms.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

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

Smith & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N8059E/mgh/tf.)

**Case No. 29220/96**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MIZRACHI, EREZ, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg East, at 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior of the sale:

Certain Erf 5, Percelia Estate Township, Registration Division IR, Province of Gauteng, situated at 155 Sixth Avenue, Percelia Estate, area 1 303 (one thousand three hundred and three) square metres.

*Improvements* (not guaranteed): Four bedrooms, two bathrooms, five other rooms 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 13th day of March 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N8691E/mgh/tf.)

**Case No. 20815/96**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and BHAGWAN, CHHAYABEN, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of Sheriff, Johannesburg South, at 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 1125, Winchester Hills Extension 3 Township, Registration Division IR, Transvaal, situated at 22 Wild Olive Street, Winchester Hills Extension 3, area 1 027 (one thousand and twenty-seven) square metres.

*Improvements* (not guaranteed): Four bedrooms, three bathrooms, five other rooms 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 11th day of March 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N7796E/mgh/tf.)

Case No. 28564/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NDLOVU, MARIA MAGDELINE PATRICIA, First Defendant, and MADUNGWANE, DAVID, 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 West (Soweto West), at 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 143, Zondi Township, Registration Division IQ, Transvaal, situated at 143 Bungwane Street, Zondi, area 265 (two hundred and sixty-five) square metres.

*Improvements* (not guaranteed): Two bedrooms, two other rooms and two garages.

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

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

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

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. NO28E/mgh/tf.)

Case No. 32241/92

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MAPILOKO, MMITSENG TRUDY, 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 West (Soweto West), at 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 350, Senaonae Township, Registration Division IQ, Transvaal, situated at Erf 350, Senaoane, Soweto, area 260 (two hundred and sixty) square metres.

*Improvements* (not guaranteed): Two bedrooms, two other rooms and three garages.

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

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

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

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N9739/mgh/tf.)

Case No. 29214/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SALGADO, VICTOR NEVES PINTO, 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, Randfontein, at 19 Pollock Street, Randfontein, on Friday, 25 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Holding 116, Bootha Agricultural Holdings, Registration Division IQ, Transvaal, situated at Seventh Street, Plot 116, Bootha Agricultural Holdings, area 1,8423 (one comma eight four two three) hectares.

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

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

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

Dated at Johannesburg this 4th day of March 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N8591E/mgh/tf.)

**Case No. 3251/96**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MOODLEY, MARIMUTHOO, First Defendant, and MOODLEY, YOGAMAN, 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, Lenasia, at 69 Juta Street, Braamfontein, on Thursday, 24 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 2043, Lenasia Extension 1 Township, Registration Division IQ, Province of Pretoria-Witwatersrand-Vereeniging, situated at 178 Flamingo Street, Lenasia Extension 1, area 496 (four hundred and ninety-six) square metres.

**Improvements** (not guaranteed): Four bedrooms, two and a half bathrooms and seven other rooms.

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

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

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

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N6174E/mgh/tf.)

**Case No. 28156/96**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and VILJOEN, CORNELIUS ANDRE, 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, Krugersdorp, at Klaburn Court, 22B Ockerse Street, Krugersdorp, on Wednesday, 23 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 306, Silverfields Extension 1 Township, Registration Division IQ, Province of Gauteng, situated at 3 Lovedale Avenue, Silverfields Extension 1, area 991 (nine hundred and ninety-one) square metres.

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

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

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

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

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N8534E/mgh/tf.)

Case No. 24023/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and OELOFSE, MARGE, First Defendant, and CRONJE, WELNA, 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, Randburg, at 9 Elna Rand Court, corner of Blairgowrie Avenue and Selkirk Street, Blairgowrie, Randburg, on Tuesday, 22 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 590, Sundowner Extension 7 Township, Registration Division IQ, Province of Gauteng, situated at 16 Calcium Crescent, Sundowner, area 1 205 (one thousand two hundred and five) square metres.

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

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

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

Dated at Johannesburg on this 11th day of March 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N8119E/mgh/tf.)

Case No. 30731/92

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NETNOW, DANIEL MARTIN, First Defendant, and NETNOW, THERESA BARBARA, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Vereeniging, at 28 Kruger Avenue, Vereeniging, on Thursday, 24 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 Portion 70 of Erf 3916, Ennerdale Extension 5 Township, Registration Division IQ, Transvaal, situated at 50 Halite Crescent, Ennerdale Extension 5, area 606 (six hundred and six) square metres.

*Improvements* (not guaranteed): Three bedrooms, two bathrooms and three other rooms.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 19th day of March 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N8001E/mgh/tf.)

Case No. 26036/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SOLIPROPS 37 (PROPRIETARY) LIMITED, 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, Sandton-Midrand, at 9 St Giles Street, Kensington B, Randburg, on Friday, 25 April 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 at 10 Conduit Street, Kensington B, Randburg, prior to the sale:

Certain Erf 11, Morningside Extension 1 Township, Registration Division IR, Province of Gauteng, situated at 3 The Crescent, Morningside Extension 1, area 3 965 (three thousand nine hundred and sixty-five) square metres.

*Improvements* (not guaranteed): Three bedrooms, two bathrooms and seven other rooms.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 19th day of March 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N8220E/mgh/tf.)

Case No. 25875/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and BOOYSENS, HENRY NORMAN, 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, Roodepoort, at 182 Progress Road, Technikon, Roodepoort, on Friday, 25 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 338, Ontdekkerspark Extension 1 Township, Registration Division IQ, Province of Gauteng, situated at 7 Petersen Street, Ontdekkerspark Extension 1, area 1 221 (one thousand two hundred and twenty-one) square metres.

*Improvements* (not guaranteed): Three bedrooms, two bathrooms and six other rooms.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser, of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 19th day of March 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N8421E/mgh/tf.)

Case No. 28154/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and GERMOND, DAVID ANDRE, 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 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 568, Auckland Park Township, Registration Division IR, Province of Gauteng, situated at 23 Walton Avenue, Auckland Park, area 991 (nine hundred and ninety-one) square metres.

*Improvements* (not guaranteed): Three bedrooms, bathroom and three other rooms.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 19th day of March 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N8636E/mgh/tf.)

Case No. 31041/96

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and MSOMI, MONTGOMERY DRUMMOND, First Defendant, and MSOMI, LAURA, 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, Germiston North, at Fourth Floor, Standard Towers, President Street, Germiston, on Thursday, 24 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 661, Hurlyvale Extension 1 Township, Registration Division IR, Province of Gauteng, situated at 1 St George Road, Hurleyvale, Edenvale, area 991 (nine hundred and ninety-one) square metres.

*Improvements* (not guaranteed): Lounge, dining-room, kitchen, three bedrooms, bathroom, shower, w.c., garage, carport, staff quarters and w.c./shower.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 19th day of March 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. F2342E/mgh/tf.)

Case No. 000429/97

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and DE SOUSA, HELDEMAR COELHO, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Portion 1 of Erf 679, Rosettenville Township, Registration Division IR, Transvaal, situated at 66 Lily Street, Rosettenville, Johannesburg, area 248 (two hundred and forty-eight) square metres.

*Improvements* (not guaranteed): Three bedrooms, lounge, dining-room; bathroom, lock-up garage, staff quarters, toilet and store-room.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

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

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. F2361E/mgh/ee.)

Case No. 31440/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SMIT, DINA CAROLINA, 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, Krugersdorp, at Klaburn Court, 22B Ockerse Street, Krugersdorp, on Wednesday, 23 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 1193, West Krugersdorp Township, Registration Division IQ, Transvaal, situated at 34 Holtz Street, Krugersdorp West, area 565 (five hundred and sixty-five) square metres.

*Improvements* (not guaranteed): Three bedrooms, bathroom and four other rooms.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 19th day of March 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N8977E/mgh/tf.)

**Case No. 23496/96**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and KRISTNEN, SELVIN, First Defendant, and  
KRISTNEN, NISHA, 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, Halfway House, Alexandra, at 45 James Crescent, Halfway House, on Wednesday, 16 April 1997 at 13:00, 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 4, Kyalami Estate Township, Registration Division IR, Transvaal, situated at 4 Ascot Street, Kyalami Estates, area 1 487 (one thousand four hundred and eighty-seven) square metres.

*Improvements* (not guaranteed): Seven bedrooms, five and a half bathrooms and five other rooms.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 3rd day of March 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N8068E/mgh/tf.)

**Case No. 25880/96**

IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and  
MASINGA, ELIAS, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

Certain Erf 254, Naturena Township, Registration Division IQ, Transvaal, situated at 55 Marguerite Street, Naturena, area 1 932 (one thousand nine hundred and thirty-two) square metres.

*Improvements* (not guaranteed): A vacant land.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 11th day of March 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N8400E/mgh/tf.)

Case No. 12892/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and WOLMARANS, HELEN, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Halfway House, Alexandra, at 45 James Crescent, Halfway House, on Wednesday, 23 April 1997 at 13:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain unit consisting of Section 13, as shown and more fully described on Sectional Plan SS314/94, in the scheme known as Sunset Hill, in respect of the land and building or buildings situated at Vorna Valley Extension 43 Township, in the area of the Town Council of Midrand, of which section the floor area, according to the said sectional plan, is 104 (one hundred and four) square metres in extent, and an undivided share in the common property in the scheme, apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, situated at 13 Sunset Hill, Burger Street, Vorna Valley.

*Improvements* (not guaranteed): Two bedrooms, two bathrooms, three other rooms 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 on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

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

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N6988E/mgh/tf.)

Case No. 31447/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MILLS, CLIFFORD FREDERICK, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff, Johannesburg South, at 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff prior to the sale:

Certain Erf 1774, Glenvista Extension 3 Township, Registration Division IR, Province of Gauteng, situated at 13 Goya Avenue, Glenvista Extension 3, area 1 092 (one thousand and ninety-two) square metres.

*Improvements* (not guaranteed): Four bedrooms, three bathrooms, three garages, three carports 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 4th day of March 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg.  
(Tel. 484-1777.) (Ref. N8948E/mgh/tf.)

Case No. 21448/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MADDISON, DAVID JOHN, First Defendant, and MADDISON, NICOLA ANNE, 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, Randburg, at 9 Elna Rand Court, corner of Blairgowrie Avenue and Selkirk Street, Blairgowrie, on Tuesday, 22 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 Portion 46, Erf 529, Jukskeipark Township, Registration Division IQ, Province of Gauteng, situated at 21 Willowood Crescent, Jukskeipark, area 1 052 (one thousand and fifty-two) square metres.

*Improvements* (not guaranteed): Three bedrooms, two bathrooms and five other rooms.

*Terms:* A cash payment immediately on the property being knocked down to the purchaser of 10% (ten per cent) of the purchase price; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 4th day of March 1997.

Smit & Lowndes, Attorneys for Plaintiff, Second Floor, Nedbank Park, 13 Girton Road, Parktown, Johannesburg. (Tel. 484-1777.) (Ref. N7778E/mgh/tf.)

**Case No. 16309/95**

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

**In the matter between UNITED BANK, Plaintiff, and ISIDORE JEGELS, First Defendant, and  
BEVERLEY ANNE JEGELS, 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 Friday, 25 April 1997 at 11:00 at the Sheriff's office situated at 439 Prince George Avenue, Brakpan, without reserve to the highest bidder:

Certain Erf 710, Geluksdal Township, Registration Division IR, Transvaal, also known as 710 Spankel Crescent, Geluksdal, Brakpan, measuring 660 square metres, held by Deed of Transfer T15288/1993.

*Zone:* Residential 1.

*Improvements:* The following improvements on the property are reported, though in this regard nothing is guaranteed: *Dwelling-house:* Painted, plastered and brick building with corrugated iron roof, with kitchen lounge/dining-room combined, four bedrooms, two bathrooms, double garage and swimming-pool. *Fencing:* Pre-cast and brick fencing.

*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, 439 Prince George Avenue, Brakpan.

Dated at Springs on this 18th day of March 1997.

A. Visser, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street, Springs. (Tel. 812-1050.) (Mr Visser/GG/B27795.)

**Case No. 2164/97**

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

**In the matter between SAAMBOU BANK LIMITED, Plaintiff, and PATRICK JABATA MOMSAMANE, First Defendant,  
and MMAMPUNUANA DINA MOSAMANE, Second Defendant**

Notice is hereby given that on 24 April 1997 at 10:00, the undermentioned property will be sold by public auction at the offices of the Sheriff, 28 Kruger Avenue, Overvaal Building, Vereeniging, pursuant to a judgment in this matter granted by the above Honourable Court on 6 March 1997, namely:

Certain Erf 5692, Ennerdale Extension 8, Registration Division IR, Province of Gauteng, situated at 29 Titanium Crescent, Ennerdale Extension 8.

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

Full conditions can be inspected at the Sheriff's Office, 28 Kruger Avenue, Overvaal Building, Vereeniging and will be read out prior to the sale. [Tel. (016) 421-3400.]

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

C. M. Klinkert, for Tuckers Inc., Permanent Building, Commissioner Street, Boksburg. (Tel. 892-3400.) (Ref. Mrs L. Pinheiro/S15.)

Case No. 8856/96

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION) (86/04794/06), Plaintiff,  
and JOSEPH MOKOENA, Defendant**

In pursuance of a judgment in the Court for the Magistrate of Benoni on 20 September 1996 and writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on 14 May 1997 at 11:00 in front of the Magistrate's Court, Harpur Avenue, Benoni:

All the right, title and interest in the leasehold in respect of Lot 1078, Daveyton Extension 2 Township, Registration Division IR, Province of Gauteng, situated on 1078 Daveyton Extension 2, in the Township and District of Benoni, measuring 305 (three hundred and five) square metres.

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

*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 20th day of March 1997.

Hammond Pole & Dixon Inc., Domicilium Building, 10 Bloem Street, Boksburg. (Tel. 917-4631.) (Ref. A00905/Mrs Whitson.)  
C/o Regional House, 75 Elston Avenue, Benoni.

Saak No. 16907/96

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen EERSTE NASIONALE BANK VAN S.A. BEPERK, Elser, en  
MATLOKWA MARGARET MOCHAKI, Verweerder**

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 12 September 1996, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 25 April 1997 om 11:00:

Erf 186, geleë in die dorpsgebied Hammanskraal, Registrasieafdeling JR, Transvaal, groot 1 125 vierkante meter, gehou kragtens Akte van Transport T85581/93. (Die eiendom is ook beter bekend as Curiestraat 186, Hammanskraal).

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

*Verbeterings:* Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n woonhuis, bestande uit sitkamer, gesinskamer, eetkamer, kombuis, opwaskamer, vier slaapkamers, drie badkamers en buitegeboue bestaande uit dubbelmotorhuis, bediendekamer en toilet.

*Zonering:* Residensieël.

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

Gedateer te Pretoria op hierdie 13de dag van Maart 1997.

G. van den Burg, vir Rorich Wolmarans & Luderitz Ing., Ons Eerste Volksbankgebou, Kerkplein 32, Mutuallaan, Pretoria. (Tel. 325-3933.) (Verw. F1946/B1/VD Burg/LVDW.)

Saak No. 12442/96

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen EERSTE NASIONALE BANK VAN S.A. BEPERK, Elser, en  
MARJORIE URSULA NOZIZWE McDOOLLEY, Verweerder**

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 12 September 1996, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju in eksekusie verkoop word op 25 April 1997 om 11:00:

Erf 745, geleë in die dorpsgebied van The Orchards-uitbreiding 11, Registrasieafdeling JR, Gauteng, groot 796 vierkante meter, gehou kragtens Akte van Transport T45170/94. Die eiendom is ook beter bekend as Strydomstraat 78, The Orchards-uitbreiding 11.

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

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

*Zonering:* Residensieël.

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

Gedateer te Pretoria op hierdie 26ste dag van Februarie 1997.

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

#### Case No. 11122/96

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

#### In the matter between ABSA BANK LIMITED, Plaintiff, and ZULU NHLAKANIPHO VIVIAN MBATHA, First Defendant, and MMAPHUTI ESTHER MBATHA, Second Defendant

In execution of a judgment of the Magistrate's Court, District Roodepoort, in the above-mentioned suit, a sale without a reserve price, subject to the Plaintiff's approval will be held at the office of the Sheriff of Roodepoort South, 10 Liebenberg Street, Roodepoort, on Friday, 25 April 1997 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection, prior to the sale, at the offices of the Sheriff, Roodepoort South.

*Certain:* Erf 858, Dobsonville Gardens Township, Registration Division IQ, Province of Gauteng, in extent 363 (three hundred and sixty-three) square metres, held by Deed of Transfer TL34685/91, known as 858 Dascia Street, Dobsonville Gardens, Roodepoort.

*Improvements* (none of which are guaranteed) consisting of the following: Dwelling with a lounge, two bedrooms, kitchen and bathroom.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges, payable on the day of 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 Roodepoort on this 20th day of February 1997.

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

#### Saak No. 8398/96

#### IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

#### In die saak tussen ABSA BANK BEPERK, Eiser, en SWANEPOEL, BARNARD LEWIS, 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 Eerste Verdieping, Terracegebou, 1 Eaton Terrace, New Redruth, Alberton, op 22 April 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 2764, Brackendowns-uitbreiding 5-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, en ook bekend as Bendorstraat 84, Brackendowns, Alberton, groot 2 008 (twee nul nul agt) vierkante meter.

*Verbeteringe* (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou:* Ingangsportaal, sitkamer, eetkamer, drie slaapkamers, badkamer/toilet, kombuis en stort/toilet. *Buitegeboue:* Onbekend. *Konstruktueer:* Baksteen met teëls.

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

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

Gedateer te Johannesburg op hede die 27ste dag van Februarie 1997.

J. J. Rossouw, vir Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat (Posbus 1588), Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/A8603E.)

Case No. 19892/96

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and RUDOLF JOHANNES BRITZ, First Defendant, and ANN MARGARET BRITZ, Second Defendant**

In execution of a judgment of the above Honourable Court and writ of execution, the following property will be sold in execution on Wednesday, 23 April 1997 at 12:00, by the Sheriff of the Supreme Court, Bronkhorstspuit, before the offices of the Magistrate's Court, Bronkhorstspuit, to the highest bidder:

Erf 586, situated in the Township Erasmus Extension 4, Registration Division JR, Transvaal, measuring 1 416 (one thousand four hundred and sixteen) square metres, held under Deed of Transfer T14224/89, subject to the conditions contained therein.

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

*Street address:* 35 Silver Street, Erasmus Extension 4, Bronkhorstspuit.

*Improvements:* Dwelling consisting of entrance hall, lounge, dining-room, family room, kitchen, four bedrooms, two bathrooms with toilets, shower, two garages, servant's room, toilet, bathroom and laundry.

*Reserved price:* The property is being sold without reserve.

*Terms and conditions:*

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

*Conditions:* The full conditions of sale, which will be read out by the Sheriff of the Supreme Court of Bronkhorstspuit, prior to the sale, may be inspected at the offices for the Sheriff for the Supreme Court, Bronkhorstspuit, at 30 Mark Street, Bronkhorstspuit.

Signed at Pretoria on this 18th day of March 1997.

F. M. Nel, for Truter & Wessels, Attorneys for Plaintiff, Fifth Floor, De Kleine Admiraal, 76 Andries Street, Pretoria. (Ref. Nel/S3/70/LL.)

Case No. 25432/96

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and EMMAN MIMI MASHIANE, Defendant**

In execution of a judgment of the above Honourable Court and writ of execution, the following property will be sold in execution on Tuesday, 29 April 1997 at 15:00, by the Sheriff of the Supreme Court, Kwandebele, held at the Ekangala Magistrate Court's Offices, to the highest bidder:

Erf 4285, situated in the Township Ekangala B, in the District of Mkobola, measuring 343 (three hundred and forty-three) square metres, held under Deed of Grant 365/93.

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

*Street address:* 4285 Ekangala B.

*Improvements:* Dwelling consisting of family room, kitchen, three bedrooms, bathroom and toilet.

*Reserved price:* The property is being sold without reserve.

*Terms and conditions:*

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

**Conditions:** The full conditions of sale, which will be read out by the Sheriff of the Supreme Court of Kwandebele, prior to the sale, may be inspected at the offices for the Sheriff for the Supreme Court, Kwandebele, at 4 Klip Street, Groblersdal.

Signed at Pretoria on this 24th day of March 1997.

F. M. Nel, for Truter & Wessels, Attorneys for Plaintiff, Fifth Floor, De Kleine Admiraal, 76 Andries Street, Pretoria. (Ref. Nel/S3/176/LL.)

Case No. 6195/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and GERT HENDRIK JACOBUS KRUGER, First Defendant, and HERTINA CORNELIA KRUGER, Second Defendant**

In execution of a judgment of the above Honourable Court and writ of execution, the following property will be sold in execution on Friday, 25 April 1997 at 11:00, by the Sheriff of the Supreme Court, Bethal, and held at Room 83, Magistrate's Court, Mark Street, Bethal, to the highest bidder:

Erf 551, situated in the Town Bethal, Registration Division IS, Transvaal, measuring 2 855 (two thousand eight hundred and fifty-five) square metres, held under Deed of Transfer T25327/87.

Subject to the conditions contained in the title deed and especially the reservation of mineral rights.

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

**Street address:** 19 Simon Street, Bethal.

**Improvements:** Dwelling consisting of entrance hall, lounge, dining-room, kitchen, pantry, three bedrooms, bathroom and toilet, bath, toilet, laundry, three garages, servant's room, toilet, store and workshop.

**Reserved price:** The property is being sold without reserve.

*Terms and conditions:*

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

**Conditions:** The full conditions of sale, which will be read out by the Sheriff of the Supreme Court of Bethal, prior to the sale, may be inspected at the offices for the Sheriff for the Supreme Court, Bethal, at Protea Building, Mark Street, Bethal.

Signed at Pretoria on the 24th day of March 1997.

F. M. Nel, for Truter & Wessels, Attorneys for Plaintiff, Fifth Floor, De Kleine Admiraal, 76 Andries Street, Pretoria. (Ref. Nel/S3/54/LL.)

Case No. 1735/96

## IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SIMON MALESELA MOKXATA, First Defendant, and MASABETA ELIZABETH MOKXATA, Second Defendant**

A sale by public auction without a reserve price will be held by the Sheriff, Wonderboom, at Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord, on 25 April 1997 at 11:00, of the following property:

Erf 7067, Mamelodi Township, Registration Division JR, Gauteng, measuring 277 square metres, held by the Defendants under Deed of Transfer TL27727/93.

**Street address:** Stand 7067, Mamelodi Township, Pretoria, Gauteng.

The nature, extent and improvements are not guaranteed.

**Improvements on the property:** Single storey dwelling house—Lounge, two bedrooms, garage/store-room, kitchen and outside toilet.

Inspect the conditions of sale at the Sheriff's Office at Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord. [Tel. (012) 562-0570.]

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr P. Kriek/lm.)

Case No. 8435/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and IZAK JACOB DE BEER, First Defendant, and  
MAGRIETHA CORNELIA DE BEER, Second Defendant**

A sale by public auction without a reserve price will be held by the Sheriff, Klerksdorp, at 34 Van der Vyver Street, Meiringspark, Klerksdorp, on 25 April 1997 at 10:00, of the following property:

Erf 130, Meiringspark Township, Registration Division IP, North West Province, measuring 1 487 square metres, held by the Defendants under Deed of Transfer T56346/93.

*Street address:* 34 Van der Vyver Street, Meiringspark, Klerksdorp.

The nature, extent and improvements are not guaranteed.

*Improvements on the property:* Single storey dwelling house—Lounge, kitchen, two bathrooms/toilets, carport, dining-room, three bedrooms and garage.

Inspect the conditions of sale at the Sheriff's Office at 11 Teak Avenue, Klerkindustria, Klerksdorp. [Tel. (018) 462-9550.]

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr P. Kriek/lm.)

Case No. 10896/94

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

**In the matter between ESKOM FINANCE COMPANY (PTY) LTD, Plaintiff, and MHLUPHEKI ENOCH NDLOVU,  
First Defendant, and BUSISIWE REGINA NDLOVU, Second Defendant**

A sale by public auction without a reserve price will be held by the Sheriff, Balfour, at the Magistrate's Court, Frank Street, Mpumalanga, on 25 April 1997 at 10:00, of the following property:

Erf 1294, Siyathemba Extension 1 Township, Registration Division IR, Mpumalanga, measuring 260 square metres, held by the Defendants under Certificate of Registered Grant of Leasehold TL61497/90.

The nature, extent and improvements are not guaranteed.

*Street address:* Stand 1294, Siyathemba Extension 1, Balfour, Mpumalanga.

*Improvements on the property:* Single storey dwelling-house, lounge, dining-room, kitchen, three bedrooms and bathroom/toilet.

Inspect the conditions of sale at the Sheriff's Office at 93 Jan van Riebeeck Street, Balfour, Mpumalanga.

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr A. Bloem/lm.)

Case No. 23561/96

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

**In the matter between ESKOM FINANCE COMPANY (PTY) LTD, Plaintiff, and  
MAMOTHSO MAKAIPIA N.O., Defendant**

A sale by public auction without a reserve price will be held by the Sheriff, Halfway House, at the Sheriff's Office, 45 James Crescent, Halfway House, on 23 April 1997 at 13:00, of the following property:

Erf 1293, situated in the Township of Rabie Ridge Extension 2, Registration Division IR, Gauteng, measuring 329 square metres, held by the Defendant under Deed of Transfer T84331/93.

The nature, extent and improvements are not guaranteed.

*Street address:* Stand 1293, Rabie Ridge Extension 2, Halfway House.

*Improvements on the property:* Single storey dwelling-house, lounge, kitchen, three bedrooms and bathroom/toilet.

Inspect the conditions of sale at the Sheriff's Office at 45 James Crescent, Halfway House [Tel. (011) 315-1407.]

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr A. Bloem/lm.)

Case No. 22064/96

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

**In the matter between ESKOM FINANCE COMPANY (PTY) LTD, Plaintiff, and ESMOND SARDIEN,  
First Defendant, and CHRISZELDA SCHEZEL SARDINE, Second Defendant**

A sale by public auction without a reserve price will be held by the Sheriff, Pretoria North East, at Sinodale Sentrum, 234 Visagie Street, Pretoria, on 22 April 1997 at 10:00, of the following property:

Erf 964, Silverton Extension 5, Registration Division JR, Gauteng, measuring 793 square metres, held by the Defendants under Deed of Transfer T80453/95.

The nature, extent and improvements are not guaranteed.

*Street address:* 869 Kraanvoël Street, Silverton, Pretoria.

*Improvements on the property:* Single storey dwelling-house, lounge/dining-room, kitchen, three bedrooms, bathroom/toilet/shower, closed verandah, garage, swimming-pool.

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 A. Bloem/lm.)

Case No. 22212/96

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DOCTOR THABO SHABANGU,  
First Defendant, and TWIN DUDUZILE SHABANGU, Second Defendant**

A sale by public auction without a reserve price will be held by the Sheriff, Wonderboom, at the Sheriff's Office, Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord, on 25 April 1997 at 11:00, of the following property:

Erf 22453, Mamelodi Extension 4 Township, Registration Division JR, Gauteng, measuring 240 square metres, held by the Defendants under Deed of Transfer T78709/1993.

The nature, extent and improvements are not guaranteed.

*Street address:* Stand 22453, Mamelodi Extension 4, Pretoria.

*Improvements on the property:* Single storey dwelling-house, lounge, kitchen, two bedrooms and bathroom/toilet.

Inspect the conditions of sale at the Sheriff's Office at Portion 83, De Onderstepoort, old Warmbaths Road, Bon Accord [Tel. (012) 562-0570].

Rooth & Wessels, Plaintiff's Attorneys, 38 Church Square, Pretoria. [Tel. (012) 325-2940.] (Ref. Mr P. D. Kriek/lm.)

Case No. 24332/96

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

**In the matter between THE STANDARD BANK OF SA LTD, Plaintiff, and  
CARLOS ALBERTO DOS SANTOS DA PONTE, Defendant**

In terms of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held at the office of the Sheriff, Pretoria West, 607 Olivetti Building, corner of Schubart and Pretorius Streets, Pretoria, on Thursday, 24 April 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 and which conditions may be inspected at the offices of the Sheriff, prior to the sale:

Portion 2 of Erf 1410, situated in the Township of Pretoria, Registration Division JR, Transvaal, also known as 149 Christoffel Street, Pretoria West, in extent 662 (six hundred and sixty-two) square metres, held by Deed of Transfer T20663/1983, subject to such conditions as are mentioned or referred to in the aforesaid deed.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Dwelling consisting of six rooms including two living-rooms, three bedrooms, bathroom, laundry, garage and servant's room with w.c.

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 25th 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 S1672/96.)

Case No. 1617/97

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

**In the matter between FIRST NATIONAL BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MOETIE EDISON PASHA, First Defendant, and PULENG STINA PASHA, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale will be held by the Sheriff of Highveld Ridge, at 4 Italeni Street, Secunda, on 23 April 1997 at 14:00, 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 5647, situated in the Township of Secunda Extension 16, Registration Division IS, Province of Mpumalanga, measuring 1 197 square metres, held by virtue of Deed of Transfer T5680/1995, known as 4 Italeni Street, Secunda Extension 16.

The following information is furnished, though in this regard nothing is guaranteed: The dwelling consists of entrance hall, lounge, kitchen, dining-room, four bedrooms, bathroom with shower, toilet and bath, bathroom with bath and toilet. The outbuildings consists of garage, carport, servant's room and bathroom/w.c.

*Other improvements:* Tile roof, burglar bars, security gates, concrete and wire fencing.

*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 by a bank or building society guarantee, to be approved by the attorney and to be furnished to the Sheriff, Highveld Ridge, within fourteen (14) days after the sale.

*Conditions:* The conditions of sale may be inspected at the offices of the Sheriff, Highveld Ridge, 13 Pennsylvania Road, Evander.

Dated at Pretoria this 7th day of March 1997.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste and Adams House, Hadevelds, 1267 Pretorius Street, Hatfield, Pretoria.

Case No. 22473/95

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and ESTELLE WENDA McNICOL, First Defendant, ADAM WILLEM BECKER, Second Defendant, ESTHER SUSANNA BECKER, Third Defendant, and DONALD McNICOL, Fourth Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division), in the above-mentioned suit, a sale will be held by the Sheriff of Rustenburg, at the Magistrate's Court, corner of Van Staden and Kloppe Streets, Rustenburg, on 25 April 1997 at 10:00, 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:

Portion 3 of Erf 1196, in the Township of Rustenburg, Registration Division JQ, Transvaal, measuring 952 square metres, held by virtue of Deed of Transfer T83615/89, known as 156A Kruger Street, Rustenburg.

The following information is furnished, though in this regard nothing is guaranteed: The dwelling consists of lounge, dining-room, family room, study, kitchen, four bedrooms, two bathrooms/w.c., laundry and games room. *The outbuildings consist of:* Garage, carport, servant's room and toilet.

*Improvements:* Precast wall.

*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 by a bank or building society guarantee, to be approved by the attorney and to be furnished to the Sheriff, Rustenburg, within fourteen (14) days after the sale.

*Conditions:* The conditions of sale may be inspected at the offices of the Sheriff, Rustenburg, Second Floor, Biblio Plaza, corner of Van Staden and Smit Streets, Rustenburg.

Dated at Pretoria this 7th day of March 1997.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste and Adams House, Hadevelds, 1267 Pretorius Street, Hatfield, Pretoria.

Case No. 5094/96

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
MAGDA CONRADIE, 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 Klerksdorp, on 23 April 1997 at 10:00, at the property address, 10 Livubu Street, Stilfontein Extension 4, 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:

Erf 2726, situated in the Township of Stilfontein Extension 4, Registration Division IP, Province of North West, measuring 938 square metres, held by Deed of Transfer T77354/95, known as 10 Livubu Street, Stilfontein Extension 4.

The following information is furnished, though in this regard nothing is guaranteed: The dwelling consists of lounge, dining-room, kitchen, pantry, three bedrooms, bathroom and w.c. *The outbuildings consists of:* Garage, carport, servant's room and w.c.

*Improvements:* Precast wall, wire fencing and concrete paving.

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

*Conditions:* The conditions of sale may be inspected at the offices of the Sheriff, Klerksdorp, 11 Teak Avenue, Klerkindustria, Klerksdorp.

Dated at Pretoria this 27th day of February 1997.

Savage Jooste & Adams Inc., Plaintiff's Attorney, Savage Jooste and Adams House, Hadevelds, 1267 Pretorius Street, Hatfield, Pretoria.

Saak No. 33762/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen ABSA BANK BEPERK, Eiser, en MARTHA CATHARINA SUSANNA CRERAR, Verweerder**

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Noordoos, te NG Sinodalesentrum, Visagiestraat 234, Pretoria, op 22 April 1997 om 10:00, van:

Erf 1534, geleë in die dorpsgebied Silverton-uitbreiding 8, Registrasieafdeling JR, Transvaal, groot 801 vierkante meter, gehou kragtens Akte van Transport T62111/91, beter bekend as Roestoffstraat 217, Silverton.

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

*Verbeterings:* 'n Woonhuis bestaande uit sitkamer, eetkamer, studeerkamer, kombuis, opwaskamer, drie slaapkamers, badkamer met bad, stort, toilet en badkamer met bad en toilet. *Buitegeboue:* 'n Enkel motorhuis, bediendekamer en toilet.

Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by Balju, Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria.

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

Saak No. 96775/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PRETORIA GEHOU TE PRETORIA

**In die saak tussen ABSA BANK BEPERK, Eiser, en CORNELIUS ROEDOLF JANSEN, Verweerder**

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Wes, te Kamer 603A, Sesde Verdieping, Olivettihuis, hoek van Schubart- en Pretoriusstraat, Pretoria, op 24 April 1997 om 10:00, van:

Gedeelte 21 van Erf 58, Claremont, Pretoria-dorpsgebied, Registrasieafdeling JR, Gauteng, groot 520 vierkante meter, gehou kragtens Akte van Transport T44591/96, beter bekend as Marinastraat 1069, Claremont, Pretoria.

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

*Verbeterings:* 'n Baksteenwoonhuis met teëldak, vloermatte en teëlvloere, bestaande uit 'n sitkamer, kombuis, twee slaapkamers, badkamer met bad en toilet.

Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by Balju, Pretoria-Wes, Olivettigebou 607, hoek van Schubart- en Pretoriusstraat, Pretoria.

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

Saak No. 73402/96

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en NDISSHENI THOMAS MUKHUTHU, Verweerder**

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Noordoos, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, op 22 April 1997 om 10:00, van:

Erf 218, geleë in die dorpsgebied Nellmapius, Registrasieafdeling JR, Transvaal, groot 220 vierkante meter, gehou kragtens Akte van Transport T99892/94, beter bekend as Viennalaan 8, Nellmapius).

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

*Verbeterings:* 'n Baksteenwoonhuis, bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer met toilet.

Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by Balju, Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria.

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

Saak No. 9779/96

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en MOLEFE CHRISTOPHER SITHOLE, Eerste Verweerder, en REGINA SITHOLE, Tweede Verweerder**

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Noordoos, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, op 22 April 1997 om 10:00, van:

Erf 98, geleë in die dorpsgebied Nellmapius, Registrasieafdeling JR, Transvaal, groot 220 vierkante meter, gehou kragtens Akte van Transport T74628/94, beter bekend as Wolseleyhof 15, Nellmapius.

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

*Verbeterings:* 'n Woonhuis bestaande uit teëldak en granietvloere, met sitkamer, kombuis, twee slaapkamers en een en 'n halwe badkamer.

Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by Balju, Pretoria-Noordoos, Pretoriusstraat 1210, Hatfield, Pretoria.

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

Saak No. 9726/95

## IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en REGINALD SYDNEY HELWICK, Verweerder**

'n Eksekusieverkoping word gehou deur die Balju, Springs, by die kantoor van die Balju te 12de Straat 56, Springs, op 25 April 1997 om 11:00 van:

Erf 1543, in die dorp Selcourt, Registrasieafdeling IR, Transvaal, groot 3 954 vierkante meter, gehou kragtens Akte van Transport T47291/93, beter bekend as Kafuweg 20, Selcourt, Springs.

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

*Verbeterings:* 'n Baksteenwoonhuis met teëldak, volvloermatte, teël- en novilonvloere, bestaande uit 'n stoep, ingangsportaal, sitkamer, gesinskamer, eetkamer, studeerkamer, kombuis, opwaskamer, waskamer, vier slaapkamers, twee badkamers met bad, stort en toilet en 'n aparte toilet. *Buitegeboue:* Dubbelmotorhuis, drie bediendekamers en badkamer met bad, toilet en stort. *Ander:* Gimnasium en speelkamer.

Besigtig voorwaardes by die Balju, Springs, 12de Straat 56, Springs.

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

Saak No. 4363/94

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en W. P. MURRAY, Eerste Verweerder, en E. C. MURRAY, Tweede Verweerder**

'n Eksekusieverkoping word gehou deur die Balju, Brits, by die kantoor van die Balju te Smutslaan 9, Brits, op 25 April 1997 om 08:30, van die volgende eiendomme:

1. Gedeelte 63, 'n gedeelte van Gedeelte 1, van die plaas Buffelshoek 468, Registrasieafdeling JQ, Transvaal, groot 17,4161 hektaar, gehou kragtens Akte van Transport T15384/86.

2. Gedeelte 17, 'n gedeelte van Gedeelte 1, van die plaas Buffelshoek 468, Registrasieafdeling JQ, Transvaal, groot 25,7388 hektaar, gehou kragtens Akte van Transport T33902/86, beter bekend as die plaas Buffelshoek 468, distrik Brits.

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

*Verbeterings op Gedeelte 63:* 'n Woonhuis bestaande uit drie slaapkamers, twee badkamers, kombuis, spens, sitkamer, woonkamer en sonkamer en twee motorhuise. 'n Woonstel bestaande uit twee slaapkamers, badkamer, sitkamer en kombuis, 'n toegeruste boorgat met 3 000 liter per uur, agt hektaar aangeplante weiding, groot stoor, moderne melkstal en koelkamer en ou woonhuis.

*Verbeterings op Gedeelte 17:* Drie hektaar aangeplante weiding (besproeiing aangelê) en sterk toegeruste boorgat.

Die eiendomme is gesoneer vir landboudoeleindes.

Besigtig voorwaardes by die Balju, Brits, Smutslaan 9, Brits.

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

Saak No. 2910/97

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en CHRISTIAAN FREDERICK VAN DER MERWE, Eerste Verweerder, en ANNEMARIE HERMIENA ELIZABETH VAN DER MERWE, Tweede Verweerder**

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Noord-Oos, te N.G. Sinodale-sentrum, Visagiestraat 234, Pretoria, op 22 April 1997 om 10:00 van:

Erf 971, geleë in die dorpsgebied Silverton-uitbreiding 5, Registrasieafdeling JR, Transvaal, groot 793 (sewehonderd drie-en-negentig) vierkante meter, gehou kragtens Akte van Transport T38536/91, beter bekend as Fiskaalstraat 881, Silverton-uitbreiding 5.

Besonderhede van die eiendom en verbeterings daarop word hiermee verstrek, maar nie gewaarborg nie: *Verbeterings:* 'n Baksteenwoonhuis met teëldak, vloermatte en teëlvloere, bestaande uit 'n ingangsportaal, sitkamer, eetkamer, kombuis, waskamer, vier slaapkamers, badkamer met bad en toilet en 'n aparte toilet.

Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by Balju, Pretoria-Noord-Oos, Pretoriusstraat 1210, Hatfield, Pretoria.

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

Saak No. 23946/96

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en SAIYA, MAFEMANI SAMUEL, Verweerder**

'n Eksekusieverkoping word gehou deur die Balju, Ritavi, voor die Landdroskantoor, Nkowankowa, distrik Ritavi, op 25 April 1997 om 09:00, van:

Eenheid B1368, dorpsgebied Nkowankowa, distrik Ritavi, groot 496 (vierhonderd ses-en-negentig) vierkante meter, gehou kragtens Akte van Toekenning No. 935/93, beter bekend as Erf B1368, Nkowankowa, distrik Ritavi.

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

*Verbeterings:* 'n Baksteenwoonhuis met teëldak, vloermatte en vinielteëlvloere, bestaande uit 'n sitkamer, kombuis, drie slaapkamers en badkamer met bad en toilet.

Besigtig voorwaardes by die Balju, Ritavi, te Derde Laan 76, Letsitele.

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

Saak No. 10686/97

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

## In die saak tussen ABSA BANK BEPERK, Eiser, en CARLA NIEWENHUIS, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Sentraal te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, op 22 April 1997 om 10:00 van 'n eenheid bestaande uit:

Deel 35, soos aangetoon en volledig beskryf op Deelplan SS1/85, in die skema bekend as Unikop, ten opsigte van die grond en gebou of geboue geleë te Erf 668, Gezina-dorpsgebied, Plaaslike Bestuur: Stadsraad van Pretoria, van welke deel die vloeroppervlakte volgens genoemde deelplan 72 (twee-en-sewentig) 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, gehou kragtens Akte van Transport ST94061/94, beter bekend as Unikop-woonstelle 405, Adcockstraat 565, Gezina, Pretoria.

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

*Verbeterings:* 'n Baksteenwoonstel, bestaande uit sitkamer, eetkamer, kombuis, een en 'n halwe slaapkamer en badkamer met bad en toilet. *Buitegeboue:* Motorhuis.

Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by Balju, Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria.

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

Saak No. 1639/97

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

## In die saak tussen ABSA BANK BEPERK, Eiser, en PIETER DE LA REY SWARTZ, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Sentraal, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, op 22 April 1997 om 10:00, van:

Gedeelte 33 van Erf 10, geleë in die dorpsgebied East Lynne, Registrasieafdeling JR, Transvaal, groot 1 070 (eenduisend-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T28768/95, beter bekend as Goosenstraat 1537, East Lynne, Pretoria.

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

*Verbeterings:* 'n Baksteenwoonhuis met volvloermatte en novilonvloere, bestaande uit 'n sitkamer, gesinskamer, eetkamer, naaldwerkkamer, kombuis, ses slaapkamers, badkamer met bad, stort en toilet, badkamer met bad en toilet en 'n aparte toilet. *Buitegeboue:* Dubbelmotorhuis, bediendekamer, waskamer en twee toilette. *Ander:* 50% (vyftig persent) voltooide swembad en boorgat.

Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by Balju, Pretoria-Sentraal, Messcor Huis, Margarethastraat 30, Pretoria.

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

Saak No. 10375/97

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

## In die saak tussen ABSA BANK BEPERK, Eiser, en DANAE KARL, Verweerder

'n Eksekusieverkoping word gehou deur die Balju, Pretoria-Sentraal, te N.G. Sinodale Sentrum, Visagiestraat 234, Pretoria, op 22 April 1997 om 10:00, van:

'n Eenheid bestaande uit Deel 43, soos getoon en volledig beskryf op Deelplan SS207/93 in die skema bekend as Spruitsig Park, ten opsigte van die grond en gebou of geboue geleë te Gedeelte 5 van Erf 1201, Sunnyside-dorpsgebied, Plaaslike Owerheid, Pretoria Metropolitaanse Substruktuur, van welke deel die vloeroppervlakte volgens genoemde deelplan 69 (nege-en-sestig) vierkante meter groot is; en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema aan genoemde deel toegedeel ooreenkomstig met die deelnemingskwota van genoemde deel, soos op genoemde deelplan aangeteken. Gehou kragtens Akte van Transport ST102069/95 (beter bekend as Kareewoonstelle 701, Spruitsig Park, Leydsstraat 420, Sunnyside, Pretoria).

Besonderhede van die eiendom en verbeterings daarop word hiermee verstrekk, maar nie gewaarborg nie. *Verbeterings:* 'n Baksteenwoonstel, bestaande uit sitkamer, kombuis, twee slaapkamers en badkamer met bad en toilet. *Buitegeboue:* Onderdakparkering.

Die eiendom is gesoneer vir woondoeleindes.

Besigtig voorwaardes by Balju, Pretoria-Sentraal, Messcorhuis, Margarethastraat 30, Pretoria.

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

Saak No. 97/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

**In die saak tussen ABSA BANK, handeldrywende as TRUSTBANK, Eiser, en JANSE VAN RENSBURG, G. D., Eerste Verweerder, en JANSE VAN RENSBURG, P. C., Tweede Verweerder**

Ingevolge 'n vonnis van die Landdroshof van Meyerton, en lasbrief vir eksekusie gedateer 5 Februarie 1997, sal die ondervermelde eiendom op 17 April 1997 om 10:00, by die kantoor van die Balju, Lochstraat, Meyerton, aan die hoogste bieder verkoop word:

Besonderhede van die eiendom, geleë binne die distrik Vereeniging, is soos volg: Sekere Hoewe 90, Valley Settlements-landbouhoewes 3 (Springbokstraat 90), Registrasieafdeling IR, provinsie Gauteng, groot 2,0234 (twee komma nul twee drie vier) hektaar.

**Voorwaardes:**

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder en sonder reserwe, en die verkoping sal onderhewig wees aan die reëls en regulasies van die Wet op Landdroshowe en die titelaktes.

2. Die koopprijs sal betaalbaar wees as volg: In kontant onmiddellik na ondertekening van die verkoopvoorwaardes, 10% (tien persent) van die koopprijs of R500, watter bedrag ookal die grootste is en die balans van die koopprijs binne 14 dae daarna in kontant of verseker te word deur die lewering van 'n bevredigende bank- of bouverenigingwaarborg.

3. Die volle verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Lochstraat, Meyerton, en sal deur hom uitgelees word by aanvang van verkoping.

4. Die volgende informasie word verstrek aangaande die verbeterings maar niks word gewaarborg nie: Kombuis, sitkamer, eetkamer, vier slaapkamers, een en 'n halwe badkamer, teëldak, boorgat, sinkstoor, betonomheining en grasdakbuitewoonstel.

Aldus gedoen en geteken te Meyerton op hierdie 4de dag van Maart 1997.

A. I. Odendaal, Lochstraat 16A (Posbus 1), Meyerton; Docex 23, Vereeniging. [Tel. (016) 62-0114/5.] (Verw. M. Kotze/ E. Nast.)

Saak No. 1333/96

IN DIE LANDDROSHOF VIR DIE DISTRIK VEREENIGING GEHOU TE MEYERTON

**In die saak tussen ABSA BANK, handeldrywende as TRUSTBANK, Eiser, en Schwartz, G. F., Eerste Verweerder, en Schwartz, J. R., Tweede Verweerder**

Ingevolge vonnis van die Landdroshof van Meyerton, en lasbrief vir eksekusie gedateer 23 Januarie 1997, sal die ondervermelde eiendom op 17 April 1997 om 10:00, by die kantoor van die Balju, Lochstraat, Meyerton, aan die hoogste bieder verkoop word:

Besonderhede van die eiendom, geleë binne die distrik Vereeniging, is soos volg: Sekere 275, Rothdene-dorpsgebied (Rabielaan 63, Rothdene), Registrasieafdeling IQ, provinsie Gauteng, groot 1 115 (eenduisend eenhonderd-en-vyftien) vierkante meter.

**Voorwaardes:**

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder en sonder reserwe, en die verkoping sal onderhewig wees aan die reëls en regulasies van die Wet op Landdroshowe en die titelaktes.

2. Die koopprijs sal betaalbaar wees as volg: In kontant onmiddellik na ondertekening van die verkoopvoorwaardes, 10% (tien persent) van die koopprijs of R500, watter bedrag ookal die grootste is en die balans van die koopprijs binne 14 dae daarna in kontant of verseker te word deur die lewering van 'n bevredigende bank- of bouverenigingwaarborg.

3. Die volle verkoopvoorwaardes sal ter insae lê by die kantoor van die Balju, Lochstraat, Meyerton, en sal deur hom uitgelees word by aanvang van verkoping.

4. Die volgende informasie word verstrek aangaande die verbeterings maar niks word gewaarborg nie: Kombuis, sitkamer, eetkamer, drie slaapkamers, enkelgeriewe, sinkdak, betonomheining, skadu-afdak en enkelmotorhuis.

Aldus gedoen en geteken te Meyerton op hierdie 4de dag van Maart 1997.

A. I. Odendaal, Lochstraat 16A (Posbus 1), Meyerton; Docex 23, Vereeniging. [Tel. (016) 62-0114/5.] (Verw. M. Kotze/ E. Nast.)

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 property will be sold by the Sheriff, Springs, by public auction on 18 April 1997 at 11:00, at 56-12th Street, Springs.

The immovable property is Erf 213, Bakerton Extension 4, Province of Gauteng, in extent 1 085 (one thousand and eighty-five) square metres.

*Postal address:* 59 Honeysuckle Road, Bakerton Extension 4, Springs.

*Improvements:* This is a corner erf with a face brick-dwelling under a tile roof. There is a double garage (lockup), consisting of three bedrooms, one with bathroom en-suite, kitchen, lounge, dining-room, separate bathroom and toilet.

The conditions of sale, which may be inspected during normal office hours at the Sheriff's Office, 56-12th Street, Springs, 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 18 May 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 fourteen (14) days after the date of sale, which said guarantee is to be irrevocable and not subject to withdrawal by the bank or building society issuing same.

Dated at Stanger on this 5th day of February 1997.

Jay Pundit & Company, Plaintiff's Attorneys, Suite 1, Jay Krishna Centre, 134/6 Rood Street, Stanger.

Case No. 103686/92  
PH 109

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

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff,  
and MMBOMBOZI JAFTA TSHABALALA, Defendant**

In execution of a judgment of the Magistrate's Court in the above-mentioned suit a sale, without a reserve price will be held at the Magistrate's Court, Fox Street entrance, Johannesburg, on 18 April 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 sale and which conditions may be inspected at the office of the Sheriff of the Magistrate's Court, Soweto East, Third Floor, TFC House, 32 Von Brandis Street, Johannesburg, prior to the sale:

Erf 1157, Pimville Zone 1, Township Soweto, Registration Division IQ, Province of Gauteng, held by virtue of Certificate of Registered Grant of Leasehold TL 20975/89, measuring 261 (two hundred and sixty-one) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A house consisting of five rooms under a flat roof with two outside rooms and a garage.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneers 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) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

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

Thomas Mohope, Plaintiff's Attorneys, Fifth Floor, York House, 46 Kerk Street, Johannesburg. (Tel. 834-8203/4.)  
(Ref. MISC/S/1636/Miss Morar.)

Saak No. 8624/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

**In die saak tussen ABSA BANK BEPERK, Eiser, en ATIE SPANDEEL, Eerste Verweerder,  
en MASEAPEHI REBECCA SPANDEEL, Tweede Verweerder**

Ingevolge uitspraak van die Landdros van Klerksdorp en lasbrief vir geregtelike verkoping met datum 3 Julie 1996, sal die ondergemelde eiendom op 4 April 1997 om 10:00, by die kantoor van die Balju, Leaskstraat 23, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 1418, Alabama-uitbreiding 2, Registrasieafdeling IP, Noordwes-provinsie, groot 481 (vierhonderd een-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T38423/90.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die Landdroshowet 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 met toilet en kombuis.

4. Voorwaardes:

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

Geteken te Klerksdorp hierdie 15de dag van Januarie 1997.

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

**Saak No. 5865/93**

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

**In die saak tussen STADSRAAD VAN KLERKSDORP, Eiser, en JOHANNES TERBLANCHE STANDER, Verweerder**

Kragtens 'n vonnis in hierdie saak word die volgende eiendom by die kantore van die Balju vir die Landdroshof, Leaskstraat 23, Klerksdorp, in eksekusie verkoop op 25 April 1997 om 10:00:

Erf 79-uitbreiding 3, geleë in die dorp Collerville (bekend as Carstenstraat 11, Collerville), Registrasieafdeling IP, Transvaal, groot 1 120 (eenduisend eenhonderd-en-twintig) vierkante meter, gehou kragtens Akte van Transport T20245/84.

*Beskrywing:* Leë erf.

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

1. Dat 'n deposito van 10% (tien persent) van die koopprys onmiddellik in kontant betaalbaar is.

2. Die balans koopprys met rente daarop teen 15,50% (vyftien komma vyftig persent) per jaar, moet gewaarborg word binne 14 (veertien) dae vanaf datum van verkoping met 'n goedgekeurde bank of bouvereniging waarborg.

3. Die Balju se kommissie is onmiddellik betaalbaar.

Geteken te Klerksdorp op hierdie 17de dag van Maart 1997.

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

**Case No. 1774/96**

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

**In the matter between EDWARD GXEKWA, Plaintiff, and PAUL NTHOLENG, Defendant**

In pursuance of a judgment of Magistrate's Court, Oberholzer, and the warrant of execution dated 13 June 1997, the property listed hereunder will be sold in execution on Wednesday, 23 April 1997 at 11:00, or soon thereafter at the Magistrate's Court, Harpur Avenue, Benoni:

1. All the rights, title and interest in the leasehold in respect of Erf 9146, Phokane Crescent, Daveyton Extension 2, Registration Division IR, Gauteng Province. The property measures 756 (seven hundred and fifty-six) square metres and is commonly known as 16844 Phokane Crescent, situated in the Township of Daveyton Extension 2, Benoni.

The property is zoned Residential in terms of the relevant town-planning scheme.

2. *Improvements:* The improvements to the property consists of the following although nothing is guaranteed: A single storey three bedroomed house, face brick built, pre-cast fence and a swimming-pool.

3. *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 shall be payable against registration of transfer, to be secured by a bank or building society to be furnished within 30 (thirty) days from date of sale.

The full conditions of sale will lie for inspection at the office of the Sheriff, Magistrate's Court Benoni, during normal office hours.

Dated at Carletonville on this 10th day of March 1997.

J. B. Shongwe Attorneys, Plaintiff's Attorneys, First Floor, Montalto Building, 4 Palladium Street (P.O. Box 1191), Carletonville, 2500. (Ref. SM/BT/3891/96.)

Saak No. 17974/96

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en NTHAMBELENI STEVEN MATAMELA, Verweerder**

Geliewe kennis te neem dat die hierondervermelde eiendom op Vrydag, 18 April 1997 om 10:00, voor die Landdroskantore, Pietersburg, Landdros Marestraat, Pietersburg, geregteik verkoop word:

Erf 478, geleë in die dorpsgebied Westenburg-uitbreiding 2, Registrasieafdeling LS, Noordelike Provinsie, bekend as Mississippistraat 26, Westenburg, groot 325 (driehonderd vyf-en-twintig) vierkante meter, gehou kragtens Akte van Transport T90553/94.

Onderhewig aan die voorwaardes daarin vervat.

Alhoewel daar geen waarborge gegee word nie, word die volgende inligting verskaf: Die perseel word uitsluitlik vir woondoeleindes gebruik en bestaan uit sitkamer, kombuis, drie slaapkamers, badkamer, matte, novilon en teëldak.

'n Deposito van 10% (tien persent) van die koopsom sowel as afslaaersgelde is in kontant by die veiling betaalbaar en oordragkoste is betaalbaar op aanvraag en die balans koopprys teen registrasie van transport van die eiendom.

Die volledige veilingvoorwaardes lê ter insae by Platinumstraat 66, Ladine, Pietersburg. Volledige aanwysings van hoe om by die terrein waar die verkoping gehou word op die dag van die veiling te kom, is beskikbaar by die Balju [Tel. (0152) 293-1166.]

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

J. J. Roestoff, vir Couzyn Hertzog & Horak Ingelyf, Prokureurs vir Eiser, Eerste Verdieping, Praetor Forum, Van der Waltstraat 269, Pretoria. (Verw. J. J. Roestoff/T. Horak/AL355.)

Saak No. 1312/95

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

**In die saak tussen J. J. FREYSEN, Eiser, en A. F. FREYSEN, Verweerder**

Ingevolge 'n uitspraak van bogenoemde Agbare Hof gedateer 14 November 1995 en 'n lasbrief vir eksekusie gedateer 26 Augustus 1996, sal die ondervermelde onroerende eiendom verkoop word op 18 April 1997 om 11:00, te Landdroskantoor, Cullinan, aan die persoon wie die hoogste bod maak:

Sekere Gedeelte 49 ('n gedeelte van Gedeelte 26) van die plaas Boekenhoutskloof 228, distrik Cullinan, gehou kragtens Akte van Transport T99438/1995, groot 12,0527 ha (twaalf komma nul vyf twee sewe hektaar).

Onderhewig aan alle voorwaardes en serwitute, gespesifiseer of na verwys in gemelde Akte van Transport T99438/1995.

Die eiendom word voetstoots verkoop en geen waarborge van enige aard word gegee ten opsigte van die eiendom of enige verbeterings daarop nie.

Die verkoopvoorwaardes, welke uitgelees sal word onmiddellik voor die verkoop deur die Balju of sy genomineerde, is beskikbaar vir insae te die kantoor van die Balju.

Gedateer te Pretoria op hede die 11de dag van Maart 1997.

J. G. du Plessis, vir Löwe & Du Plessis, Prokureur vir Eiser, Winkel 63, Ravesentrum, Paul Krugerstraat 661, Les Marais. (Verw. Du Plessis/LK/FD8292.)

Saak No. 7341/96

IN DIE LANDDROSHOF VIR DIE DISTRIK MIDDELBURG GEHOU TE MIDDELBURG

**In die saak tussen NBS BANK BEPERK, Eiser, en GROENKOL 937 TRUST, Eerste Verweerder, en  
CHARLES IAN MICHAEL RINGWOOD, Derde Verweerder**

Ingevolge die uitspraak van die Landdros van Middelburg, Transvaal, en lasbrief tot geregtelike verkoping gedateer 21 Februarie 1997, sal die ondervermelde eiendom op 23 Mei 1997 om 10:00, te Limpopostraat 23, Uitbreiding 1, Middelburg, Mpumalanga, aan die hoogste bieder verkoop word, naamlik:

**Eiendom:** Erf 937, Middelburg-uitbreiding 1-dorpsgebied, Registrasieafdeling JS, provinsie Mpumalanga, groot 2 026 (twee duisend ses-en-twintig) vierkante meter, gehou kragtens Akte van Transport T24020/96, beter bekend as Limpopostraat 24, Uitbreiding 1, Middelburg, Mpumalanga (huis met buitegeboue).

Die verkoopvoorwaardes mag gedurende kantoorure by die kantoor van die prokureur vir die Eiser, asook die Balju, Middelburg, gesien word.

Aldus gedoen en geteken te Middelburg op hede die 20ste dag van Maart 1997.

A. J. Verster, vir At Verster Prokureur, Prokureur vir Eiser, Laverstraat 9A, Middelburg, 1050. (Verw. mnr. Verster/rs/CNB362.)

Saak No. 27/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KLERKSDORP GEHOU TE KLERKSDORP

In die saak tussen **ABSA BANK BEPERK, Eiser, en PHUTUMANE MICHAEL MOKHELE, Eerste Verweerder, en MOSELA FRANSCINA MOKHELE, Tweede Verweerder**

Ingevolge uitspraak van die Landdros van Klerksdorp en lasbrief vir geregtelike verkoping met datum 21 Januarie 1997 sal die ondergemelde eiendom op 18 April 1997 om 10:00, by die kantoor van die Balju, Kamer 413, Sanlamgebou, Kerkstraat, Klerksdorp, aan die hoogste bieder verkoop word, naamlik:

Erf 2673, Khuma, Registrasieafdeling IP, provinsie Noordwes, groot 269 (tweehonderd nege-en-sestig) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL72286/88.

Die verkoop sal aan die volgende voorwaardes onderhewig wees:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, en die veiling sal onderworpe wees aan die voorwaardes van artikel 66 van die 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 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 Klerksdorp, nagesien word.

Geteken te Klerksdorp hierdie 5de dag van Maart 1997.

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

Case No. 2251/96

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

In the matter between **FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff/Execution Creditor, and NGCOBO, JACK MORRIS, First Defendant/Execution Debtor, and NGCOBO, NOMASANTO MAUREEN, Second Defendant/Execution Debtor**

In execution of a judgment of the Magistrate's Court for the District of Boksburg held at Boksburg in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the Magistrate's Court for the District of Boksburg, at 182 Leeuport Street, Boksburg, on Friday, 18 April 1997 at 11:15, of the undermentioned immovable property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale and which conditions will lie for inspection, prior to the sale, at the Sheriff's office situated at 182 Leeuport Street, Boksburg:

Erf 17148, Vosloorus Extension 25 Township, Registration Division IR, Province of Gauteng, measuring 303 (three hundred and three) square metres, held by Deed of Transfer T/3306/95 and situated at Erf 17148, Vosloorus, Extension 25 (twenty-five).

The property consists of the following improvements in respect of which nothing is warranted or guaranteed: A single-storey dwelling comprising lounge, kitchen, two bedrooms, bathroom and w.c.

**Terms:**

1. 10% (ten per centum) of the purchase price must be paid to the said Sheriff in cash on the day of the sale. The balance of the purchase price together with interest on the full purchase price together with interest on the purchase at the rate of 20 (twenty per centum) per annum, calculated daily and compounded monthly, calculated from date of the sale to the registration of the transfer, both days inclusive is payable against registration of the transfer, and the balance and interest is to be secured by a bank or building society or other acceptable guarantee, which guarantee is to be furnished within 14 days from the date of the sale to the Sheriff or the Plaintiff's attorneys.

2. The Sheriff's auctioneer's charges, payable by the purchaser to the Sheriff on the day of the sale in execution, is calculated at the rate of 5% (five per centum) on the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand). Minimum charges R200. Sheriff, will however, be entitled to a higher charge, then such charge shall be paid by the purchaser on the date of the sale in execution.

Irfaan Abdulla, Plaintiff's Attorney, 138 Third Street (P.O. Box 3786), Springs, 1560. (Tel. 362-1786.) (Fax. 815-6786.) (Ref. Mrs H. B. Abdulla.)

Case No. 11525/94  
PH 376

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

**In the matter between NBS BANK LIMITED, Plaintiff, and STEVENS-KING, DIANE, First Defendant, and  
STEVENS-KING, DAVID PATRICK, Second Defendant**

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the property listed hereunder will be sold in execution on Friday, 25 April 1997 at 10:00, at 9 St Giles Street, Kensington B, to the highest bidder:

Portion 1 of Holding 57, Kyalami Agricultural Holdings, Registration Division JR, Transvaal, measuring 1 000 (one) hectare, held by Deed of Transfer T40910/92.

*Physical address:* Corner of Pine and Main Roads, Kyalami Agricultural Holdings.

No warranty or undertaking is given in relation to the nature of the property, which is described as follows: *Main building:* Single-storey, brick and painted plaster walls, thatch roof, fitted carpets and ceramic tiles, lounge, dining-room, kitchen, two bedrooms, bathroom, shower and w.c. *Outbuildings:* Double garage, servants' quarters and w.c.

*The material terms of the sale are:*

1. The sale will be held by public auction and without reserve and will be voetstoots.
2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Supreme Court's Offices, 10 Conduit Street, Kensington B.
3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and value-added tax.
4. The purchase price shall be paid as to a deposit of 10% (ten per cent) thereof, together with the auction charges of the Sheriff of the Supreme Court and value-added tax (if applicable), both immediately after the sale, in cash or bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at the rate of 20,25% (twenty point to five per cent) per annum, subject to variation in terms of the rates charged by the Plaintiff, from time to time, from the date of sale to date of payment, on the preferent creditor's claims to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from date of sale.

5. The property shall be sold subject to any existing tenancy.

6. Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Plaintiff, the deposit referred to in 4 above, without prejudice to any claim against him for damages, alternatively to enforce the sale.

Signed at Woodmead on this 13th day of March 1997.

Garry Hertzberg Dewey & Partners, Hertzberg Place, Cedarwood Office Park, Mount Lebanon Road (off Western Service), Woodmead; P.O. Box 784740, Sandton, 2146; c/o Margolis & Associates, 3 St Peter Road, Houghton Estate, Johannesburg. (Tel. 802-1423.) (Ref. WF/77393.)

Case No. 4749/96

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

**In the matter between NBS BANK LIMITED, Plaintiff, and SPEEDPROPS 1081 CC, First Defendant, and  
J. C. GROBLER, Second Defendant, and G. J. YSSEL, Third Defendant**

In pursuance of a judgment granted on 6 September 1996 and a warrant of execution re-issued on 5 February 1997, the property described hereunder will be sold in execution at the premises, namely Section 1 (one) of Gempark, Erf 631, Extension 3 Witbank, on Friday, 25 April 1997 at 11:00, in terms of the conditions of sale which may be inspected at the offices of the Sheriff of the Court, Witbank, ten (10) days prior to date of sale:

*Business premises:* Section 1 (one) of Gempark, Erf 631, Extension 3 Witbank.

The sale is subject to the following material conditions, namely:

1. Subject to the provisions of section 66 (2) of Act 32 of 1944, the sale shall be without reserve and the property shall be sold to the highest bidder.
2. The purchase price of the property shall be paid by way of a deposit of 10% (ten per cent) at the conclusion of the sale for the balance of the purchase price within 30 (thirty) days from the date of sale. The purchaser shall within the aforesaid period, either pay the balance in cash or provide an approved guarantee for payment of the balance of the purchase price upon registration of transfer and the Plaintiff shall not be responsible for any defect in the property latent or otherwise.
3. The property and any improvements therein shall be sold voetstoots.
4. The purchaser shall be held liable for all arrear rates, taxes charges etc. owing in respect of the property together with interest calculated on the purchase price as determined by the Execution Creditor.
5. The conditions of sale may be inspected at the offices of the Sheriff of the Court, Witbank.

Dated at Witbank on 11 March 1997.

Erasmus, Ferreira & Ackermann, Athlone Centre, Athlone Street (P.O. Box 686), Witbank. (Tel. 656-1711.) (Ref. AP/N1131.)

Saak No. 1703/97

IN DIE HOOGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen EERSTE NASIONALE BANK VAN SUIDELIKE AFRIKA BEPERK, Eiser, en RUBINO, BRIAN JOSEPH, Eerste Verweerder, en RUBINO, MARIE-LOUISE, 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 Leeupoortstraat 182, Boksburg, op 25 April 1997 om 11:15, 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 156, Cinderella-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, en ook bekend as Munnikstraat 20, Cinderella, Boksburg, groot 993 (nege nege drie) vierkante meter.

*Verbeteringe* (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: *Hoofgebou*: Ingangsportaal, eetkamer, kombuis, vier slaapkamers, twee badkamers/stort/toilet, aantrekkekamer en kroeg. *Buitegeboue*: Dubbelmotorhuis, twee motorafdakke, waskamer, stoorkamer en speelkamer. *Konstruktuer*: Baksteen met teël.

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

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

Gedateer te Johannesburg op hede die 24ste dag van Maart 1997.

J. J. Rossouw, vir Rossouws Prokureurs, Eiser se Prokureurs, Negende Verdieping, Atkinsonhuis, Eloff- en Albertstraat (Posbus 1588), Johannesburg. (Tel. 334-2727.) (Verw. Rossouw/cw/04/F5537E.)

Case No. 1805/97  
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 DER MERWE, CORNELIUS JOHANNES PETRUS, 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 25 April 1997 at 10:00, of the undermentioned property of the Defendant 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, Boothia Agricultural Holdings Township, Registration Division IQ, Gauteng, being 66 Boothia Agricultural Holdings, Road 9, Randfontein, measuring 1,6654 (one comma six six five four) 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 built residence with tile roof, comprising kitchen, lounge/dining-room, three bedrooms, bathroom with outbuildings with similar construction comprising of servant's room.

Dated at Johannesburg on this 24th day of March 1997.

S. J. Hodgson, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/avb/VA478.)

Case No. 20448/90

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and STRUMPHER, WENDY, First Defendant, and STRUMPHER, HENDRIK SCHALK, Second Defendant**

A sale without reserve will be held at the Sheriff's Office, 45 James Crescent, Halfway House, on Wednesday, 23 April 1997 at 13:00, of the undermentioned property on conditions which may be inspected at the offices of the Sheriff, Halfway House, prior to the sale:

Erf 1136, Vorna Valley Extension 8 Township, Registration Division JR, Province of Gauteng, measuring 1 011 square metres, held by the First Defendant by virtue of Deed of Transfer T70724/89, situated at 1136 Du Toit Street, Vorna Valley Extension 8, and consists of a lounge, dining-room, three bedrooms, bathroom/w.c./shower, kitchen and store.

Improvements described are not guaranteed.

*Terms:* 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on this 14th day of March 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.1076.)

Case No. 19054/96  
PH 376

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

**In the matter between NBS BANK LIMITED, Plaintiff, and BERRY, PETER WILLIAM, Defendant**

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the property listed hereunder will be sold in execution on Thursday, 24 April 1997 at 10:00, at 69 Juta Street, Braamfontein, to the highest bidder:

Erf 1252, Orange Grove Township, Registration Division IR, Province of Gauteng, in extent 495 (four hundred and ninety-five) square metres, held by Deed of Transfer T23677/92.

*Physical address:* 88 10th Street, Orange Grove.

No warranty or undertaking is given in relation to the nature of the property, which is described as follows: *Main building:* Single storey, brick and plastered, corrugated iron roof, parquet floors, fitted carpets and quarry tiles, lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s, entrance hall and second lounge. *Outbuildings:* Double carport, servants' quarters and outside w.c. *Additional features:* Alarm, electrical gates, paving and walled.

*The material terms of the sale are:*

1. The sale will be held by public auction and without reserve and will be voetstoots.
2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Supreme Court's Offices, 69 Juta Street, Braamfontein.
3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and value-added tax.
4. The purchase price shall be paid as to a deposit of 10% (ten per cent) thereof, together with the auction charges of the Sheriff of the Supreme Court and value-added tax (if applicable), both immediately after the sale, in cash or bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at the rate of 20,25% (twenty comma two five per cent) per annum subject to variation in terms of the rates charged by the Plaintiff from time to time from the date of sale to date of payment, on the preferent creditor's claims to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from date of sale.

5. The property shall be sold subject to any existing tenancy.

6. Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Plaintiff, the deposit referred to in 4 above, without prejudice to any claim against him for damages, alternatively to enforce the sale.

Signed at Woodmead on this 10th day of March 1997.

Garry Hertzberg Dewey & Partners, Hertzberg Place, Cedarwood Office Park, Mount Lebanon Road (off Western Service), Woodmead; P.O. Box 784740, Sandton, 2146; c/o Margolis & Associates, 3 St Peter Road, Houghton Estate, Johannesburg. (Tel. 802-1423.) (Ref. Mr W. Fullard/lmcm.)

Case No. 1416/96  
PH 376

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

**In the matter between NBS BANK LIMITED, Plaintiff, and UNIT 41 VILLAGE BLUES CC, First Defendant, and SMADJA, ELYHO, Second Defendant**

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the property listed hereunder will be sold in execution, on Friday, 25 April 1997 at 10:00, at 9 St Giles Street, Kensington B, to the highest bidder:

A unit consisting of Section 41, as shown and more fully described on Sectional Plan SS653/94 in the scheme known as Village Blues, in respect of the land and building or buildings situated at Sandown Township, Local Authority: The Greater Johannesburg Transitional Metropolitan Council of which section the floor area, according to the said sectional plan, is 32 (thirty-two) square metres in extent 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 ST55815/95.

*Physical address:* Unit 41, Village Blues, Katherine Street, Sandown.

No warranty or undertaking is given in relation to the nature of the property, which is described as follows: *Main building:* Lounge, kitchen, bedroom, bathroom and w.c. *Common property facilities:* Pool, garden and parking.

*The material terms of the sale are:*

1. The sale will be held by public auction and without reserve and will be voetstoots.
2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Supreme Court's Offices, 10 Conduit Street, Kensington B.
3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and value-added tax.
4. The purchase price shall be paid as to a deposit of 10% (ten per cent) thereof, together with the auction charges of the Sheriff of the Supreme Court and value-added tax (if applicable), both immediately after the sale, in cash or bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at the rate of 20,25% (twenty comma two five per cent) per annum subject to variation in terms of the rates charged by the Plaintiff from time to time from the date of sale to date of payment, on the preferent creditor's claims to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from the date of sale.

5. The property shall be sold subject to any existing tenancy.

6. Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Plaintiff, the deposit referred to in 4 above, without prejudice to any claim against him for damages, alternatively to enforce the sale.

Signed at Woodmead on this 10th day of March 1997.

Garry Hertzberg Dewey & Partners, Hertzberg Place, Cedarwood Office Park, Mount Lebanon Road (off Western Service), Woodmead; P.O. Box 78740, Sandton, 2146; c/o Margolis & Associates, 3 St Peter Road, Houghton Estate, Johannesburg. (Tel. 802-1423.) (Ref. Mr W. Fullard/lmcm.)

Case No. 14540/95

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

**In the matter between OPERATION HUNGER Applicant, and BROWN, ARTHUR ALLAN, Respondent**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve will be held at the entrance hall, Proforum Building, 5 Van Rensburg Street, on 25 April 1997 at 10:00, of the under-mentioned property of the Defendant on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the office of the Sheriff, prior to the sale:

1. An undivided one fifth share in and to Section 6, as shown and more fully described on Sectional Plan 557/1995 in the scheme known as Cedrella, in respect of the land and buildings situated at Nelspruit in the Municipality of Nelspruit, in extent 94 m<sup>2</sup>, held by Deed of Transfer ST557-6/1995.

2. An undivided one fifth share in and to Section 8, as shown and more fully described on Sectional Plan 557/1995 in the scheme known as Cedrella, in respect of the land and buildings situated at Nelspruit in the Municipality of Nelspruit, in extent 77 m<sup>2</sup>, held by Deed of Transfer ST557-8/1995.

3. An undivided one fifth share in and to Section 9, as shown and more fully described on Sectional Plan 557/1995 in the scheme known as Cedrella, in respect of the land and buildings situated at Nelspruit in the Municipality of Nelspruit, in extent 77 m<sup>2</sup>, held by Deed of Transfer ST557-9/1995.

4. An undivided one fifth share in and to Section 12, as shown and more fully described on Sectional Plan 557/1995 in the scheme known as Cedrella, in respect of the land and buildings situated at Nelspruit in the Municipality of Nelspruit, in extent 77 m<sup>2</sup>, held by Deed of Transfer ST557-12/1995.

5. An undivided one fifth share in and to Section 14, as shown and more fully described on Sectional Plan 557/1995 in the scheme known as Cedrella, in respect of the land and buildings situated at Nelspruit in the Municipality of Nelspruit, in extent 77 m<sup>2</sup>, held by Deed of Transfer ST557-14/1995.

6. An undivided one fifth share in and to Section 15, as shown and more fully described on Sectional Plan 557/1995 in the scheme known as Cedrella, in respect of the land and buildings situated at Nelspruit in the Municipality of Nelspruit, in extent 90 m<sup>2</sup>, held by Deed of Transfer ST557-15/1995.

**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 17th day of March 1997.

Feinsteins, Attorneys for Plaintiff, Ninth Floor, The Atrium, 41 Stanley Avenue, Milpark, Johannesburg. (Tel. 482-1735.) (Fax 726-8503.) (Ref. T. D. Brenner/12002.)

**Case No. 24567/95  
PH 376**

# IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NBS BANK LIMITED, Plaintiff, and LETSWALO, MAROTHI NAUS,  
First Defendant, and LETSWALO, NOMFENE MARGRETTE, Second Defendant**

In pursuance of a judgment in the above Honourable Court and a warrant of execution, the property listed hereunder will be sold in execution on Friday, 25 April 1997 at 10:00, at 9 St Giles Street, Kensington B, to the highest bidder:

Erf 389, Morningside Manor Extension 2 Township, Registration Division IR, Province of Gauteng, in extent 2 008 (two thousand and eight) square metres, held by Deed of Transfer T67943/92.

**Physical address:** 70 Crassula Crescent, Morningside Manor.

No warranty or undertaking is given in relation to the nature of the property, which is described as follows: **Main building:** Split level, plastered walls, tiled roof, fitted carpets, ceramic tile and novilon floors, lounge, family room, dining-room, kitchen, sculler, five bedrooms, two bathrooms, two bedrooms, shower and entrance hall. **Additional features:** Walled, swimming-pool, brick driveway, courtyard and terraces. **Outbuildings:** double garage and servants' quarters.

**The material terms of the sale are:**

1. The sale will be held by public auction and without reserve and will be voetstoots.
2. Immediately after the sale, the purchaser shall sign the conditions of sale which can be inspected at the Sheriff of the Supreme Court's Offices, 10 Conduit Street, Kensington B.
3. The purchaser shall pay all amounts necessary to obtain transfer of the property, including all costs of transfer, transfer duty, rates, taxes, licences, sanitary fees, interest and value-added tax.
4. The purchase price shall be paid as to a deposit of 10% (ten per cent) thereof, together with the auction charges of the Sheriff of the Supreme Court and value-added tax (if applicable), both immediately after the sale, in cash or bank-guaranteed cheque, and the unpaid balance of the purchase price together with interest at the rate of 20,25% (twenty comma two five per cent) per annum, subject to variation in terms of the rates charged by the Plaintiff from time to time from the date of sale to date of payment, on the preferent creditor's claim to be paid or secured by an approved bank or building society guarantee within 14 (fourteen) days from date of sale.

5. The property shall be sold subject to any existing tenancy.

6. Failing compliance with the provisions of the conditions of sale, the purchaser shall forfeit, for the benefit of the Plaintiff, the deposit referred to in 4. above, without prejudice to any claim against him for damages, alternatively to enforce the sale.

Signed at Woodmead on this 10th day of March 1997.

Garry Hertzberg Dewey & Partners, Hertzberg Place, Cedarwood Office Park, Mount Lebanon Road (off Western Service), Woodmead; P.O. Box 784740, Sandton, 2146; c/o Margolis & Associates, 3 St Peter Road, Houghton Estate, Johannesburg. (Tel. 802-1423.) (Ref. Mr W. Fullard/ Imcm.) (Dx 58.)

Case No. 29023/92

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and MOLDOVANOS, CATHERINE, First Defendant, and  
MOLDOVANOS, GARYFALOS THOMAS, Second Defendant**

A sale without reserve will be held at the Sheriff's Office, 45 James Crescent, Halfway House, on Wednesday, 23 April 1997 at 13:00, of the undermentioned property on conditions which may be inspected at the office of the Sheriff, Halfway House, prior to the sale:

Erf 515, Gallo Manor Extension 2 Township, Registration Division IR, Gauteng Province, measuring 1 280 square metres, held by the First Defendant by virtue of Deed of Transfer T15723/1975, situated at 515 Steenbras Street, Gallo Manor, and consists of entrance hall, lounge, dining-room, family room, study, four bedrooms, two bathrooms/w.c., kitchen, scullery, pantry, double garage, two servants' rooms, bathroom/w.c. and swimming-pool.

Improvements described are not guaranteed.

**Terms:** 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on this 14th day of March 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/A.1975.)

Case No. 26978/96

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and DE ABREU, JOSE ALBERTO DE SOUSA, First Defendant,  
and DE ABREU, GWENN RACHEL, Second Defendant**

A sale without reserve will be held at the office of the Sheriff of the Court, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, on Tuesday, 22 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 Court, Alberton:

Erf 1132, Roodekop Township, Registration Division IR, Transvaal, measuring 850 square metres, held by virtue of Deed of Transfer T3755/1993, situated at 38 Agapanthus Street, Roodekop, and consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., shower/w.c., kitchen, garage, servants' quarters and w.c.

Improvements described are not guaranteed.

**Terms:** 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on this 6th day of March 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.1199.)

Case No. 21871/96

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and HIEBLER, PETER, First Defendant, and  
HIEBLER, MARIA DE CARMEN, Second Defendant**

A sale without reserve will be held at the office of the Sheriff of the High Court, 9 St Giles Street, Kensington B, Randburg, Gauteng, on Friday, 25 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 High Court, Randburg:

(1) A unit consisting of—

(a) Section 19, as shown and more fully described on Sectional Plan SS185/1994, in the scheme known as Glenwood in respect of the land and building or buildings situated at Strathavon Extension 39 Township, the Local Authority of the Greater Johannesburg Transitional Metropolitan Council, of which the floor area, according to the said sectional plan, is 81 (eighty-one) square metres in extent; and

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

Held under Deed of Transfer ST108430/95.

(2) An exclusive use area described as Carport Parking P21, measuring 13 (thirteen) square metres, being as such part of the common property comprising the land and the scheme known as Glenwood, in respect of the land and building or buildings situated at Strathavon Extension 39 Township, the Local Authority of the Greater Johannesburg Transitional Metropolitan Council, as shown and more fully described on Sectional Plan SS185/1994, held under Notarial Deed of Cession SK8179/95.

(3) An exclusive use area described as Garden Area No. G11, measuring 60 (sixty) square metres being as such part of the common property comprising the land and the scheme known as Glenwood in respect of the land and building or buildings situated at Strathavon Extension 39 Township, the Local Authority of the Greater Johannesburg Transitional Metropolitan Council, as shown and more fully described on Sectional Plan SS185/1994, held under Notarial Deed of Cession SK8179/95; measuring square metres, held by Virtue of Deed of Transfer ST108430/95, situated at 19 Glenwood, Linden Road, Strathavon Extension 39 and consists of lounge, dining-room, two bedrooms, bathroom/w.c., w.c./shower, kitchen and carport.

Improvements described are not guaranteed.

**Terms:** 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on this 5th day of March 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.1184.)

**Case No. 11612/96**

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and TAVARES, MANUEL ANTONIO FERREIRA, First Defendant, and TAVARES, ANNA MAGARETHA FRANCINA, Second Defendant**

A sale without reserve will be held at the office of the Sheriff, Ground Floor, 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property, on conditions which may be inspected at the offices of the Sheriff, Johannesburg West, prior to the sale:

Portion 1 of Erf 1743, Triomf Township, Registration Division IQ, Province of Gauteng, measuring 563 square metres, held by Virtue of Deed of Transfer T8306/1995, situated at 19 Morris Street, Triomf, Johannesburg, and consists of lounge, dining-room, three bedrooms, bathroom/w.c., kitchen, garage and utility room.

Improvements described are not guaranteed.

**Terms:** 10% (ten per cent) deposit on sale, balance by acceptable guarantee or cash within 14 days of sale. Sheriff's commission payable by the purchaser on date of sale.

Dated at Johannesburg on this 12th day of March 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/A.2924.)

**Case No. 1985/97**

IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SA LIMITED, Execution Creditor, and RON COHEN, EXECUTION DEBTOR**

In terms of a judgment of the High Court of South Africa (Witwatersrand Local Division), dated 17 February 1997, and a warrant of execution, dated 28 February 1997, the following property shall be sold in execution, without reserve, to the highest bidder, on 25 April 1997 at 10:00, at the offices of the Sheriff, situated at 9 St Giles Street, Kensington B, Randburg, namely:

Section 107, as shown and more fully described on Sectional Plan SS553/1993 in the scheme known as Portobello Place in respect of the land and building or buildings situated at Morningside Extension 133 Township in the area of the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area according to the said sectional plan, is 57 (fifty seven) square metres, in extent; and

an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST102060/95, also known as Section 107, Portobello Place, Frensch Lane, Morningside Extension 133 Township, Sandton.

**Terms:** Ten per cent (10%) of the buying price is payable in cash at the time of the sale, and the balance upon registration of the transfer, to be secured by an approved guarantee from a bank or building society produced within fourteen (14) days thereafter.

The conditions of sale may be inspected during ordinary office hours at the Sheriff's Office, 10 Conduit Street, Kensington B, Randburg.

The mentioned conditions of sale will be read out aloud by the Sheriff before the start of the sale.

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

Aucamp & Cronjé, Plaintiffs Attorneys, First Floor, Momentum Life Building, 12 Baker Street, Rosebank; P.O. Box 1958, Parklands, 2121. (Docex 503, Johannesburg.) (Tel. 880-9211/2/3.) (Mr Swanepoel/VIR/F19.97.)

**Case No. 12552/96  
PH 328**

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

**In the matter between SYFRETS BANK LIMITED, Plaintiff, and KHATIJA RAVAT INVESTMENTS CC, Defendant**

1. In execution of the 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, Lenasia, 69 Juta Street, Braamfontein, on 24 April 1997 at 10:00, on the conditions read out by the auctioneer at the office of the Sheriff, 69 Juta Street, Braamfontein, prior to the sale, of the undermentioned property situated at Erf 149, Lenasia Township, Registration Division IQ, Province of Gauteng, measuring 1 487 (one thousand four hundred and eighty-seven) square metres; held by Deed of Transfer T45084/92, and having the physical address 145 Lenasia Drive, which is zoned residential and consists of (not guaranteed): *A building:* Six residential flats on the upper levels, together with three ground floor shops.

**2. Terms:**

2.1 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bonds rates 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.

2.2 Auctioneer charges, payable on the day of sale, to be calculated as follows:

2.2.1 5% (five per centum) of the proceeds of the sale up to a price of R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R6 000 (six thousand rand).

2.2.2 Minimum charges R200 (two hundred rand).

Dated at Johannesburg on this 20th day of March 1997.

Dykes Daly Johannesburg Inc., Plaintiff's Attorneys, Eighth Floor, 66 Smal Street, Johannesburg. [Tel. (011) 337-7317.] (Ref. MR HARRISON/j/S3756.)

**Case No. 26901/93**

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and BROWN, PATRICK, First Defendant, and BROWN, Jessie, Second Defendant**

A sale without reserve will be held at the office of the Sheriff, Ground Floor, 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned property, on conditions which may be inspected at the offices of the Sheriff, Johannesburg West, prior to the sale:

Portion 12 of Erf 1471, Northcliff Extension 4 Township, Registration Division IQ, Province of Gauteng, measuring 1 983 square metres, held by virtue of Deed of Transfer T19655/1984, situated at 304 Herder Drive, Northcliff Extension 4 and consists of entrance hall, lounge, dining-room, family room, three bedrooms, two bathrooms, separate w.c., kitchen, study, two garages, servant's room, store-room and w.c.

Improvements described above 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 11th day of March 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/A.2165.)

Case No. 04632/88  
PH 128

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

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and  
GREGOR, DAVID MICHAEL (born on 2 February 1944), 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 for the Supreme Court, Sandton, 9 St Giles Street, Kensington B, Randburg, on 25 April 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 at the offices of the Sheriff for the Supreme Court, Sandton, 10 Conduit Street, Kensington B, Randburg, prior to the sale:

Erf 695, Fourways Township, Registration Division IQ, Gauteng, being 19 Jacana Street, Fourways, measuring 1 500 square metres, use zone Residential 1.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: A dwelling consisting of entrance hall, lounge, dining-room, three bedrooms, two bathrooms, separate toilet and kitchen. *Outbuildings:* Double garage and carport, storeroom and swimming-pool.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 30 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 and thereafter 3% (three per cent) up to a maximum fee of R7 000, minimum charges R260.

Dated at Johannesburg this 11th day of March 1997.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, Second Floor, Ten Sixty Six, 35 Pritchard Street, Johannesburg; P.O. Box 785812, Sandton, 2146. (Tel. 881-9800.) [Ref. Mr Carter/sn/G.113(gg).]

Case No. 2333/94  
PH 128

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and SWARTS, LEONARD ROBERT  
Identity Number 4404275096006, First Defendant, and SWARTS, DENISE AUREL, Identity Number 480806120005,  
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 for the Supreme Court, Johannesburg East, 69 Juta Street, Braamfontein, on 24 April 1997 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Johannesburg East, 69 Juta Street, Braamfontein, prior to the sale:

Erf 958, Malvern Township, Registration Division IR, Gauteng, being 107 Persimmon Street, Malvern, measuring 495 square metres, use zone Residential 1.

The following information is furnished re the improvements, though in this respect nothing is guaranteed: A dwelling consisting of entrance hall, lounge, two bedrooms, bathroom/toilet, kitchen, scullery, servants' rooms and toilet.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 30 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 and thereafter 3% (three per cent) up to a maximum fee of R7 000. Minimum charges R260.

Dated at Johannesburg this 11th day of March 1997.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, Second Floor, Ten Sixty Six, 35 Pritchard Street, Johannesburg; P.O. Box 785812, Sandton, 2146. (Tel. 881-9800.) [Ref. Mr Carter/sn/S.3708(gg).]

Case No. 8415/94  
PH 128IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and  
SMIT, SIEBERT JACOBUS, 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 for the Supreme Court, Alberton, on 22 April 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 at the offices of the Sheriff for the Supreme Court, Alberton, First Floor, Terrace Building, 1 Eaton Terrace, New Redruth, Alberton, prior to the sale:

Erf 559, Brackenhurst Extension 1 Township, Registration Division IR, Gauteng, being 65 Van Bergen Street, Brackenhurst Extension 1, measuring 1 487 square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A dwelling consisting of entrance hall, lounge, dining-room, study, three bedrooms, bathroom/shower, toilet and kitchen. *Outbuildings:* Double garage and toilet.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 30 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 and thereafter 3% (three per cent) up to a maximum fee of R7 000, minimum charges R260.

Dated at Johannesburg this 3rd day of March 1997.

Bowman Gilfillan Hayman Godfrey Inc., Plaintiff's Attorneys, Second Floor, Ten Sixty Six, 35 Pritchard Street, Johannesburg; P.O. Box 785812, Sandton, 2146. (Tel. 881-9800.) [Ref. Mr Carter/sn/S.537(gg).]

Case No. 19412/96  
PH 222IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and DUANE PROPERTY DEVELOPERS CC,  
First Defendant, and BARKER, GEORGE, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Johannesburg South, at 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 24 April 1997 at 10:00, of the undermentioned properties of the First Defendant on the conditions of sale to be read out by the Sheriff at the time of the sale:

*Description:* Erf 1163, Winchester Hills Extension 3 Township, Registration Division IR, Transvaal, measuring 4 372 (four thousand three hundred and seventy-two) square metres, and situated at 1163 Idra Vista, Marula Crescent, Winchester Hills Extension 3, and Erf 1164, Winchester Hills Extension 3 Township, Registration Division IR, Transvaal, measuring 3 918 (three thousand nine hundred and eighteen) square metres, and situated at 1164 Castille Vista, Marula Crescent, Winchester Hills Extension 3, both held under Deed of Transfer T5216/1995, 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: Two sectional title schemes consisting in total of 57 units as follows:

- (1) 24 units consisting of a lounge/dining-room, kitchen, two bedrooms, bathroom, w.c. and balcony.
- (2) 24 units consisting of a lounge/dining-room, kitchen, two bedrooms, bathroom, w.c. and balcony.
- (3) Six units consisting of a lounge/dining-room, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s and balcony.

Other improvements consist of an electric gate with intercoms, boundary walling, paved roads, patios, parking areas, driveways and landscaping.

*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 High Court, 69 Juta Street, Braamfontein, Johannesburg.

Dated at Johannesburg on this 10th day of March 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/N94442.)

Case No. 17852/95  
PH 222

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

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and HU, JIAN-CHENG, Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court, Johannesburg South, at 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the First Defendant on the conditions of sale to be read out by the Sheriff at the time of the sale:

*Description:* Erf 94, Thulisa Park Township, Registration Division IR, Transvaal, measuring 1 247 (one thousand two hundred and forty-seven) square metres, held under Deed of Transfer T25559/1992, and situated at 51 Purcell Street, Tuliisa Park, 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 consisting of a lounge, kitchen, three bedrooms, bathroom and w.c. Outbuildings consist of garage and three carports, laundry and w.c.

*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 High Court, 69 Juta Street, Braamfontein, Johannesburg.

Dated at Johannesburg on this 11th day of March 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/N86819.)

Case No. 36725/95

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

**In the matter between MANDLA EMMANUEL MTHETHWA, Plaintiff, and TSOKODIBANE LOTA JOHANNES, Defendant**

In pursuance of a judgment in the Magistrate's Court of Johannesburg and writ of execution dated 10 July 1995, the following property will be sold in execution at Johannesburg Magistrate's Court, Fox Street entrance on Friday, 18 April 1997 at 10:00:

Stand Erf 3664, Emdeni South, P.O. kwaXuma, Registration Division IQ, Province of Gauteng, measuring 222 (two hundred and twenty-two) square metres, held by virtue of Certificate of Registered Grant of Leasehold TL54881/91, consisting of a dwelling built of bricks and no improvements.

The main conditions of sale are:

1. The property will be sold by the Sheriff of the Court, Johannesburg, to the highest bidder.
2. The purchaser must pay 10% (ten per centum) of the purchase price in cash on the day of the sale to the Sheriff.
3. The balance of the purchase price must be guaranteed by a bank or building society payable on registration of transfer of the property in the name of the purchaser, and which said guarantee must be furnished within 30 (thirty) days from the date of the sale to the Sheriff.

The sale will be subject to all the rights and conditions of sale which lie for inspection at the offices of the Sheriff of the Magistrate's Court, 32 Von Brandis Street, Johannesburg, as well as at the offices of the Plaintiff's attorneys.

Thus done and signed at Johannesburg on this 26th day of March 1997.

K. Z. Fazli, Plaintiff's Attorney, Victory House, Third Floor, Suite 62, 34 Harrison Street, Johannesburg. (Tel. 838-2361.) (Ref. M0016/95.)

Case No. 21011/89  
PH 128

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

**In the matter between ABSA BANK LIMITED, Plaintiff, and FERNEYHOUGH, EIRA EMILY CORA (4609120174101), First Defendant, and FERNEYHOUGH, COLIN WILLIAM, 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 for the Supreme Court, Randburg, 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie, Randburg, on Tuesday, 22 April 1997 at 10:00, of the undermentioned property of the Defendants on the conditions to be read out by the auctioneer at the time of the sale, which conditions will lie for inspection at the offices of the Sheriff for the Supreme Court, Randburg, 9 Elna Randhof, corner of Blairgowrie Drive and Selkirk Avenue, Blairgowrie, Randburg, prior to the sale:

Erf 164, Sharonlea Extension 6 Township, Registration Division IQ, Gauteng, being 4 Sun Place, Sharonlea Extension 6, measuring 1 000 (one thousand) square metres, use zone Residential 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: Dwelling-house consisting of lounge, dining-room, two bedrooms, two bathrooms, kitchen and sewing room. *Outbuildings*: Two garages, servants' quarters, toilet 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, building society or other acceptable guarantee to be furnished within 30 days from the date of sale.

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

Dated at Johannesburg on this 3rd day of March 1997.

Bowman Gilfillan, for Hayman Godfrey Inc., Plaintiff's Attorneys, Second Floor, Ten Sixty-Six, 35 Pritchard Street, Johannesburg (P.O. Box 785812), Sandton, 2146. (Tel. 881-9800.) [Ref. Mr Carter/sn/F.739 (gg).]

Case No. 17130/96  
PH 222

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

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and GOVENDER, TREVOR, First Defendant, and GOVENDER, INDIRA, Second Defendant**

In execution of a judgment of the High 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 High Court, Johannesburg, at 69 Jutta Street, Braamfontein, Johannesburg, on Thursday, 24 April 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 35, Elandspark Township, Registration Division IR, Transvaal, measuring 1 112 (one thousand one hundred and twelve) square metres, held under Deed of Transfer T58075/1994, and situated at 235 Sangiro Avenue, Elandspark, 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 dwelling of brick walls and tiled roof, consisting of a lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower and two w.c.'s. Outbuildings consisting of two carports. 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 centum) 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 centum) per annum with effect from the date of sale, shall be paid or secured by a bank or building society guarantee, to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale. Auctioneer's charges, payable on the day of the sale, to be paid by the purchaser.

**Conditions:** The conditions of sale may be inspected at the office of the Sheriff of the High Court, 69 Juta Street, Braamfontein, Johannesburg.

Dated at Johannesburg on this 11th day of March 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/N94359.)

**Case No. 105269/91  
PH 354/D21**

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

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Execution Creditor, and  
VLAKPLAAS ALGEMENE HANDELAARS, Execution Debtor**

In execution of a judgment of the Magistrate's Court for the District of Johannesburg held at Johannesburg, on 22 September 1992 and a writ of execution issued pursuant thereto the property listed hereunder will be sold in execution on Thursday, 24 April 1997 at 10:00, in front of the Magistrate's Court, 69 Juta Street, Braamfontein, Johannesburg, to the highest bidder, on the conditions to be read out by the auctioneer at the time of the sale and which conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Johannesburg, prior to the sale:

Certain Erf 1790, Lenasia Extension 1 Township, Registration Division IQ, Transvaal, measuring 529 (five hundred and twenty-nine) square metres.

The property is situated at 99 Hummingbird Avenue, Extension 1, Lenasia, Johannesburg, and is zoned Residential.

The following improvements are reported to be on the property but nothing is guaranteed: A dwelling under tiles consisting of three bedrooms, dining-room, lounge, kitchen, bathroom, separate toilet and precast fencing.

The purchase price as to 10% (ten per centum) shall be payable in cash on the day of the sale and as to the balance together with interest thereon, against registration of transfer of the said property purchased the following listed below to the secured by a bank or building society guarantee to be furnished within 14 (fourteen) days of the date of sale.

Auctioneer's charges, 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 R20 000 (twenty thousand rand) and thereafter 3% (three per centum) up to a maximum of R6 000 (six thousand rand) and a minimum of R200 (two hundred rand).

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

Dangors Attorneys, Execution Creditor's Attorneys, First Floor, Rassbro Centre, 77 Gemsbok Street, Lenasia, Johannesburg, P.O. Box 127, Lenasia, 1820. (Tel. 854-1326.) (Ref. 2957/51281/V2/SSmn/nn.)

**Case No. 33488/94  
PH 222**

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

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and  
MOTHA, TASI PETRUS, Defendant**

In execution of a judgment of the High 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 High Court, Roodepoort, at 10 Liebenberg Street, Roodepoort, on Friday, 25 April 1997 at 10:00, of the undermentioned property of the Defendant on the conditions of sale to be read out by the Sheriff at the time of the sale:

**Description:** The right, title and interest in the leasehold in respect of Erf 11202, Dobsonville Extension 2 Township, Registration Division IQ, Transvaal, measuring 361 (three hundred and sixty-one) square metres, held under Registered Grant of Leasehold TL55863/92, and situated at 11202 Dobsonville 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 consisting of a lounge, kitchen, two bedrooms, bathroom and w.c.

**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 centum) 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 centum) 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 High Court, Roodepoort South, 10 Liebenberg Street, Roodepoort.

Dated at Johannesburg on this 10th day of March 1997.

R. D. A. Johnson, for 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/N94942.)

**Case No. 21555/96  
PH 222**

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

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and MEYER, ORAL ABRAM,  
First Defendant, and MEYER, MARCELLE YOLANDE, Second Defendant**

In execution of a judgment of the High 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 High Court, 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 24 April 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 1818, Eldorado Park Township, Registration Division IQ, Transvaal, measuring 278 (two hundred and seventy-eight) square metres, and

Erf 1819, Eldorado Park Township, Registration Division IQ, Transvaal, measuring 278 (two hundred and seventy-eight) square metres, both held under Deed of Transfer T27031/1994 and situated at 33 Brons Street, Eldorado Park, 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 corrugated iron roof. Consisting of lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower and two w.c.'s. Outbuildings consist of a single garage, double servant's quarters, store-room 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 centum) 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 centum) 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 High Court, 69 Juta Street, Braamfontein, Johannesburg.

Dated at Johannesburg on this 11th day of March 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/N94503.)

Case No. 1024/97  
PH 222IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and SECTION 77 AQUILA C.C., First Defendant, and DUMINY, FREDERIK ABRAHAM JACOBUS, Second Defendant**

In execution of a judgment of the High 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 High Court, Johannesburg, at 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 24 April 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:* A unit consisting of section 77, as shown and more fully described on Sectional Plan SS146/96 in the scheme known as Aquila in respect of the land and building or buildings situated at Oakdene Township, in the area of the Local Authority of the Southern Metropolitan Substructure of the Greater Johannesburg Transitional Metropolitan Council, together with an undivided share in the common property and held under Deed of Transfer ST28194/96 and situated at section 77, Aquila, Lynton Place, Oakdene, 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 sectional title flat consisting of a lounge/dining-room, kitchen, two bedrooms, bathroom and w.c. The common property facilities consist of a pool, garden and parking.

*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 centum) 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 centum) 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 High Court, 69 Juta Street, Braamfontein, Johannesburg.

Dated at Johannesburg on this 11th day of March 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/N94800.)

Case No. 7070/95  
PH 104IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between THE STANDARD BANK OF S.A. LTD, Execution Creditor, and MAKETE, SANNYBOY JOEL, First Execution Debtor, and MAKETE, MMANONO PAULINA, 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 30 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, Klaburn Court, 22B Ockerse Street, Krugersdorp, prior to the sale:

Certain all right, title and interest in the leasehold in respect of Erf 9804, situated in the Township of Kagiso, Registration Division IQ, Gauteng, being 9804 Kagiso, measuring 342 (three hundred and forty-two) square metres.

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

Dated at Johannesburg on this 24th day of March 1997.

B. W. Webber, for Ramsay, Webber & Company, Plaintiff's Attorneys. (Tel. 838-5451.) (Ref. Foreclosures/bt/M.2105.)

Saak No. 2291/97

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en CONSUMER OPINION BK, 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 Jutastaat 69, Braamfontein, op 24 April 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 Eenheid 7, soos getoon en meer volledig beskryf in Deelplan SS10/92, in die skema bekend as San Giulio, ten opsigte van land en geboue geleë te Berea-dorpsgebied en Parkeerarea P6, wat deel vorm van die skema bekend as San Giulio, en ook bekend as Woonstel 107, San Giulio, Parklaan 8, Berea, groot 42 m<sup>2</sup> (vier twee) vierkante meter (woonstel), 15 m<sup>2</sup> (een vyf) vierkante meter (parkeerarea).

*Verbeteringe* (geen waarborg in verband hiermee word gegee nie) bestaan uit die volgende: Eenmanwoonstel met parkeerarea.

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

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

Gedateer te Johannesburg op hede die 24ste dag van Maart 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/A8431E.)

Case No. 25308/96

PH 408

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and FRANZSEN, ANNEMARIE, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above action, a sale without a reserve price will be held at the office of the Sheriff, Johannesburg West, 69 Jutta Street, Braamfontein, Johannesburg, on 24 April 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 office of the Sheriff, of the Supreme Court, Johannesburg West, 32 Von Brandis Street, Braamfontein, Johannesburg:

Unit 144, Villa Barcelona, also known as 144 Villa Barcelona, Van Zyl Street, Albertsville, Johannesburg, Registration Division IQ, Transvaal, held by the Defendant under Title Deed ST187/1992(144).

The following information is furnished regarding the improvements, though in this respect nothing is guaranteed: Sectional title unit comprising of lounge, dining-room, family room, kitchen, three bedrooms, bathroom and 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, 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 charges R260 (two hundred and sixty rand).

Dated at Roodepoort this 27th day of November 1997.

Van den Berg & Kotzé, 37 Ontdekkers Avenue, Florida Park Extension 1. (Tel. 475-8080.) (Ref. Mr Kotze/IVD/1375.).  
C/o Edgar Salmon & Salmon, Kelhof, Pritchard Street, Johannesburg. (Ref. Mr H. Salmon.)

Case No. 8457/95  
PH 388IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff,  
and SELLO, MOIPONE FLORAH, Defendant**

In execution of a judgment of the High 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 High Court, 182 Leeuwpoot Street, Boksburg, on Friday, 25 April 1997 at 11:15, 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 High Court, prior to the sale:

All the right, title and interest in the 99 year leasehold in respect of Stand 20882, Vosloorus Extension 30 Township, Registration Division IR, Transvaal, area 187 (one hundred and eighty-seven) square metres, situated at Stand 20882, Vosloorus Extension 30.

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

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

Dated at Johannesburg on the 20th day of March 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg.  
(Tel. 336-4052.) (Ref. Foreclosures F32:CA210.)

Case No. 87/97  
PH 388IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff,  
and GENU, NIMROD, First Defendant, and GENU, MAPHASEKA PAULINA, Second Defendant**

In execution of a judgment of the High 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 High Court, 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 24 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 High Court, prior to the sale:

Certain Erf 316, Diepkloof Extension Township, Registration Division IQ, Province of Gauteng, area 321 (three hundred and twenty-one) square metres, situated at Erf 316, Diepkloof Extension.

*Improvements* (not guaranteed): A dwelling consisting of three bedrooms, bathroom, kitchen, lounge and dining-room.

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

Dated at Johannesburg on the 12th day of March 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg.  
(Tel. 336-4052.) (Ref. Foreclosures X247.)

Case No. 31082/96  
PH 388IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and TOMASSINI, ENZO, Defendant**

In execution of a judgment of the High 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 High Court, 9 St Giles Street, Kensington B, Randburg, on Friday, 25 April 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 High Court, prior to the sale:

Certain unit comprising Section 18 and its undivided share in the common property in the Hathaway Sectional Title Scheme, area 85 (eighty-five) square metres, situated at 18 Hathaway, 1A Witkoppen Road, Paulshof.

**Improvements** (not guaranteed): A thatched roof house consisting of two bedrooms, bathroom, kitchen and lounge with carport.

**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 00 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 12th day of March 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ2136.)

**Case No. 2198/96  
PH 388**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and KHUMALO, DINGAAN PETER, Defendant**

In execution of a judgment of the High 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 High Court, 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 24 April 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 High Court, prior to the sale:

Certain Portion 2, Erf 44, Lombardy East Township, Registration Division IR, Province of Gauteng, area 2 024 (two thousand and twenty-four) square metres, situated at 80 Yoethe Street, Lombardy East.

**Improvements** (not guaranteed): A house under tile roof consisting of three bedrooms, two bathrooms, kitchen, lounge, dining-room, study and family-room with garage, carport, servants' quarters, swimming-pool 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 00 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 12th day of March 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1192.)

**Case No. 21320/96  
PH 388**

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

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and VENTER, JAN HENDRIK, First Defendant, and VENTER, VICKY, Second Defendant**

In execution of a judgment of the High 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 High Court, 50 Edwards Avenue, Westonia, on Friday, 25 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 High Court, prior to the sale:

Certain Erf 1044, Westonia Township, Registration Division IQ, Province of Gauteng, area 1 893 (one thousand eight hundred and ninety-three) square metres, situated at 130 Edwards Avenue, Westonia.

**Improvements** (not guaranteed): A house under tile roof consisting of three bedrooms, bathroom, kitchen and lounge with garage, servants' quarters, carport, swimming-pool 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 00 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 12th day of March 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ1860.)

Case No. 7810/96  
PH 388IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
NGETU, KENNETH, Defendant**

In execution of a judgment of the High 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 High Court, 131 Marshall Street, Johannesburg at 10:00, on Thursday, 24 April 1997, 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 High Court, prior to the sale:

Certain Erf 4428, Protea Glen Extension 3 Township, Registration Division IQ, Province of Gauteng, area 252 (two hundred and fifty-two) square metres, situated at Erf 4428, Protea Glen Extension 3.

*Improvements* (not guaranteed): A single-storey dwelling consisting of two bedrooms, bathroom, kitchen and lounge.

*Terms:* 10% of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (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 12th day of March 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg.  
(Tel. 336-4052.) (Ref. ForeclosuresX83.)

Case No. 30586/96  
PH 388IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and THINANE, MAHLOMOLA LAZARUS, First Defendant,  
and THINANE, MAMOYA GLADYS, Second Defendant**

In execution of a judgment of the High 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 High Court, Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 25 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 High Court, prior to the sale:

Certain Erf 19423, Sebokeng Unit 14 Township, Registration Division IQ, Province of Gauteng, area 271 (two hundred and seventy-one) square metres, situated at Erf 19432, Sebokeng Unit 14.

*Improvements* (not guaranteed): A dwelling consisting of three bedrooms, bathroom, kitchen, lounge and dining-room.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance 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 12th day of March 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg.  
(Tel. 336-4052.) (Ref. ForeclosuresZ2122.)

Case No. 80/97  
PH 388IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)**In the matter between NEDCOR BANK LIMITED, Plaintiff, and LOBAKENG, GOSIMELE JOHN, Defendant**

In execution of a judgment of the High 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 High Court, Magistrate's Court, General Hertzog Street, Vanderbijlpark, on Friday, 25 April 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 High Court, prior to the sale:

All the right title and interest in the leasehold in respect of Erf 818, Sebokeng, Unit 6, Extension 2 Township, Registration Division IQ, Province of Gauteng, area 264 (two hundred and sixty-four) square metres, situated at Erf 818, Sebokeng, Unit 6, Extension 2.

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

*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 12th day of March 1997.

F. R. J. Jansen, for Jansen & Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresZ2185.)

Case No. 00736/95  
PH 388

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
MZINYANE, ALLISON, First Defendant, and MZINYANE, SOPHIE, Second Defendant**

In execution of a judgment of the High 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 High Court, 131 Marshall Street, Johannesburg, on Thursday, 24 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 High Court, prior to the sale:

Certain Erf 1288, Protea Glen Township, Registration Division IQ, Transvaal, area 216 (two hundred and sixteen) square metres, situated at Stand 1288, Protea Glen.

*Improvements* (not guaranteed): A vacant erf.

*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 12th day of March 1997.

F. R. J. Jansen, Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresF32:CA198.)

Case No. 201/97  
PH 388

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
ROSSOUW, HUGO MARIUS, Defendant**

In execution of a judgment of the High 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 High Court, Overvaal Building, 28 Krugerlaan, Vereeniging, on Thursday, 24 April 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 High Court, prior to the sale:

Certain Erf 157, Kliprivier Township, Registration Division IQ, Province of Gauteng, area 1,5975 (one comma five nine seven five) hectares, situated at 17 Hoogenhout Street, Kliprivier.

*Improvements* (not guaranteed): A dwelling consisting of three bedrooms, bathroom, kitchen, lounge, dining-room and garage.

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

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the first R30 000 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 12th day of March 1997.

F. R. J. Jansen, Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresX250.)

Case No. 79/97  
PH 388

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

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
MAKAKOLE, STEPHEN KHASHANE, Defendant**

In execution of a judgment of the High 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 High Court, 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 24 April 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 High Court, prior to the sale:

Certain Portion 1 of Erf 900, Rosettenville Township, Registration Division IR, Province of Gauteng, area 221 (two hundred and twenty-one) square metres, situated at 26 Kruger Street, Rosettenville.

*Improvements* (not guaranteed): A dwelling consisting of three bedrooms, bathroom, kitchen, lounge, dining-room, stoep with garage and store-room.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 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 12th day of March 1997.

F. R. J. Jansen, for Jansen-Potter, Plaintiff's Attorneys, Fifth Floor, Elephant House, 107 Market Street, Johannesburg. (Tel. 336-4052.) (Ref. ForeclosuresX251.)

Saak No. 21704/95

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

**In die saak tussen KLEINSAKE ONTWIKKELINGSKORPORASIE BPK., Eiser en VIVON WILLIAM NGWENYA,  
Verweerder**

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 22 Maart 1996, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerder, sonder 'n reserweprys, deur die Balju, Ermelo, in eksekusie verkoop word op Donderdag, 24 April 1997 om 10:00:

Erf 1516, geleë in die dorpsgebied Wesselton, Registrasieafdeling IT, Transvaal, groot 216 m<sup>2</sup>, gehou kragtens Sertifikaat van Geregisteerde Huurpag TL41505/1987.

*Plek van verkoping:* Die verkoping sal plaasvind voor die Landdroeskantoor, Jan van Riebeeckstraat 15, Ermelo.

*Verbeterings:* Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Steenstruktuurgebou wat onderverdeel is in drie afdelings, eerste winkel word gebruik as 'n instapkroeg, tweede winkel word bedryf as 'n slaghuis, derde winkel word bedryf as 'n algemene handelaarswinkel.

*Verkoopvoorwaardes:* Die verkoopvoorwaardes lê ter insae by die kantore van die Balju, Ermelo te G.F. Botha & Van Dykggebou, hoek van Kerk- en Joubertstraat, Ermelo, waar dit gedurende normale kantoorure geïnspekteer kan word.

Geteken te Pretoria op hierdie 27ste dag van Maart 1997.

M. Pokroy, vir Wolmarans, Pokroy & Assosiate Ing., Prokureur vir Eiser, Tweede Verdieping, Brookfield Park, Middelstraat 273, New Muckleneuk, Pretoria. [Tel. (012) 346-4234.] [Faks (012) 346-3368.] (Verw. Mnr. Pokroy/MW/PK.674.)

Case No. 3859/95

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

**In the matter between SMALL BUSINESS DEVELOPMENT CORPORATION LTD, Plaintiff, and BASIKITI AMOS DHLADHLA, Defendant**

Be pleased to take notice that in pursuance of a judgment granted in the above action on 3 April 1995, the undermentioned immovable property registered in the name of the Defendant, will be sold in execution, without a reserve price, by the Sheriff, Wonderboom, on Friday, 25 April 1997 at 11:00:

Erf 12114, situated in the Township of Mamelodi, Registration Division JR, Gauteng, measuring 302 square metres, held under Deed of Transfer TL22775/91 (the property is better known as Erf 12114, Mamelodi).

*Place of sale:* The sale will take place at the offices of the Sheriff, Wonderboom, at Portion 83, De Onderstepoort (just north of Sasko Mills), old Warmbaths Road, Bon Accord.

*Improvements:* The property has been improved with the following but no guarantee is, however, given in this regard: A dwelling consisting of three bedrooms, bathroom, separate toilet, lounge, dining-room, kitchen, garage and outside toilet.

*Conditions of sale:* The conditions of sale will lie for inspection at the office of the Sheriff, Wonderboom, where it may be inspected during normal office hours.

Dated and signed at Pretoria on this 21st day of February 1997.

M. Pokroy, for Wolmarans, Pokroy & Associates Inc., Attorney for Plaintiff, Second Floor, Brookfield Park, 273 Middel Street, New Muckleneuk, Pretoria. [Tel. (012) 346-4234.] [Fax (012) 346-3368.] (Ref. Mr Pokroy/MW/PK.599.)

Case No. 6246/96

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

**In the matter between SMALL BUSINESS DEVELOPMENT CORPORATION LTD, Plaintiff, and Mr P. F. MAHLANGU, trading as \*MBILI GENERAL DEALERS, First Defendant, and Mrs N. B. MAHLANGU, Second Defendant**

Be pleased to take notice that in pursuance of a judgment granted in the above action on 12 September 1996, the undermentioned immovable property registered in the name of the Defendants, will be sold in execution, without a reserve price, by the Sheriff, Bethal, on Friday, 18 April 1997 at 11:00:

Erf 2273, Emzinoni Township, Registration Division IS, Transvaal, measuring 470 square metres, held by First and Second Defendants by virtue of Certificate of Registered Grant of Leasehold TL17999/92.

*Place of sale:* The sale will take place at Room 83, Magistrate's Court, Mark Street, Bethal.

*Improvements:* The property has been improved with the following but no guarantee is, however, given in this regard: A dwelling in a sub-economic class, consisting of three bedrooms, bathroom, kitchen and lounge.

*Conditions of sale:* The conditions of sale will lie for inspection at the office of the Sheriff, Bethal, Protea Building, Mark Street, Ermelo, where it may be inspected during normal office hours.

Dated and signed at Pretoria on this 27st day of March 1997.

M. Pokroy, for Wolmarans, Pokroy & Associates Inc., Attorney for Plaintiff, Second Floor, Brookfield Park, 273 Middel Street, New Muckleneuk, Pretoria. [Tel. (012) 346-4234.] [Fax (012) 346-3368.] (Ref. Mr Pokroy/MW/PK.700.)

Saak No. 2522/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

**In die saak tussen NBS BANK BEPERK (Reg. No. 87/01384/06), Eiser, en CLIVE ALLISTER JASSON, Identiteitsnommer 6507015192014, Verweerder**

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 11 Maart 1996, die onderstaande eiendom te wete:

Erf 321, Geluksdal-dorpsgebied, geleë te Vallery Bend 321, Geluksdal, Brakpan, bestaande uit 518 (vyfhonderd en agtien) vierkante meter met sonering residensieel een, in eksekusie verkoop sal word op 16 Mei 1997 om 11:00, te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste biebër:

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

*Beskrywing van gebou:* Mure: Baksteen/verf. Dak: sink.

*Bestaande uit:* Woonkamer, drie slaapkamers, badkamer plus toilet en kombuis.

*Buitegeboue:* Motorafdak.

*Omheining:* Draad/voorafvervaardigde sement/bakstene.

*Voorwaardes van verkoping:* Betaling van die koopprys sal geskied by wyse van 'n depositio van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju, Brakpan. 'n Substansiële bougenootskaplening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 25ste dag van Maart 1997.

S. M. Nel, vir Geyser De Kock & Vennote, Glenleyhuis, Kingswaylaan 116, Brakpan. [Tel. (011) 744-4620.] [Faks. (011) 744-4663.] (Verw. mev. Coetzer/N1234.)

Saak No. 7632/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

**In die saak tussen INVESTEC BANK BEPERK, Eiser, en THELMA LYNETTE LABUSCHAGNE, Identiteitsnommer 6207020013004, Verweerder**

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

Erf 382, Dalview-dorpsgebied, geleë te Craigholmstraat 6, Dalview, Brakpan, bestaande uit 1 041 (eenduisend een-en-veertig) vierkante meter met sonering residensieël een, in eksekusie verkoop sal word op 7 Mei 1997 om 11:00, te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste bieër.

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

*Gebouaansig:* Wes.

*Toestand van gebou:* Redelik.

*Beskrywing van gebou:* Enkelverdieping.

*Geboukonstruksie:* Baksteen/pleister en verf.

*Dakkonstruksie:* Harveyteëls staandak.

*Bestaande uit:* Woonkamer, kombuis/eetkamer, waskamer, drie slaapkamers en badkamer.

*Buitegeboue:*

*Toestand van gebou:* Redelik.

*Geboukonstruksie:* Baksteen/pleister en verf.

*Dakkonstruksie:* Sinkplaat platdak.

*Bestaande uit:* Toilet, werkskamer, woonstel (onvolledig) bestaande uit slaapkamer, badkamer (toilet/stort) en kombuis, motorafdak vir vier motors, duiwehok en motorafdak met braai by swembad.

*Omheining:* Tweekante voorafvervaardigde sement en tweekante bakstene.

*Swembad:* Vuil en in 'n swak toestand.

*Voorwaardes van verkoping:* Betaling van die koopprys sal geskied by wyse van 'n depositio van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju, Brakpan. 'n Substansiële bougenootskaplening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 25ste dag van Maart 1997.

S. M. Nel, vir Geyser De Kock & Vennote, Glenleyhuis, Kingswaylaan 116, Brakpan. [Tel. (011) 744-4620.] [Faks. (011) 744-4663.] (Verw. mev. Coetzer/AAV1.)

Saak No. 10938/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BRAKPAN GEHOU TE BRAKPAN

**In die saak tussen NBS BANK BEPERK (Reg. No. 87/01384/06), Eiser, en AARON MNGUNI, born on 16 April 1960, Eerste Verweerder, en CYNTHIA MAMSI MNGUNI, Identiteitsnommer 6003250291083, Tweede Verweerder**

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 17 Desember 1996, die onderstaande eiendom te wete:

Erf 33427, voorheen 628, Tsakane-uitbreiding 1, Brakpan, geleë te 33427 (voorheen 628), Tsakane-uitbreiding 1, Brakpan, bestaande uit 294 (tweehonderd vier-en-negentig) vierkante meter met sonering residensieël, in eksekusie verkoop sal word op 9 Mei 1997 om 11:00, te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste bieër:

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

*Gebouaansig:* Noord.

*Toestand van gebou:* Redelik.

*Beskrywing van gebou:* Enkelverdiepingwoonhuis.

*Geboukonstruksie:* Stene/pleister en verf.

*Dakkonstruksie:* Sementteëls/staandak.

*Bestaande uit:* Woonkamer, kombuis, twee slaapkamers en badkamer.

*Buitegeboue:*

*Toestand van gebou:* Redelik.

*Beskrywing van gebou:* Enkelverdieping.

*Geboukonstruksie:* Stene en verf.

*Dakkonstruksie:* Sinkplaat/platdak.

*Bestaande uit:* Stoorkamer.

*Omheining:* Ogiesdraad aan tweekante en voorafvervaardigde sement aan tweekante.

*Voorwaardes van verkoping:* Betaling van die koopprys sal geskied by wyse van 'n depositio van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju, Brakpan. 'n Substansiële bougenootskaplening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 25ste dag van Maart 1997.

S. M. Nel, vir Geyser De Kock & Vennote, Glenleyhuis, Kingwaylaan 116, Brakpan. [Tel. (011) 744-4620.] [Faks. (011) 744-4663.] (Verw. mev. Coetzer/AIX1.)

**Saak No. 2512/96**

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

**In die saak tussen NBS BANK BEPERK (Reg. No. 87/01384/06), Eiser, en SYLVIA BUSISWE MATANGA, Identiteitsnommer 5106010548089, Verweerder**

Kennis geskied hiermee dat ingevolge 'n lasbrief uitgereik in bovermelde Agbare Hof op 14 Maart 1996, die onderstaande eiendom te wete:

Gedeelte 1 van Erf 1310, Geluksdal-uitbreiding 1, Brakpan geleë te David Trollipstraat 1310, Geluksdal-uitbreiding 1, Brakpan, bestaande uit 388 (driehonderd agt-en-tagtig) vierkante meter met sonering residensieel een, in eksekusie verkoop sal word op 16 Mei 1997 om 11:00, te kantore van die Balju, Prince Georgelaan 439, Brakpan, aan die hoogste bieder.

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

*Geboukonstruksie:* Mure: Pleister. Dak: Teëls.

*Bestaande uit:* Woonkamer, twee slaapkamers, badkamer en kombuis.

*Omheining:* Draad.

*Voorwaardes van verkoping:* Betaling van die koopprys sal geskied by wyse van 'n deposito van 10% (tien persent) en die balans by registrasie. Die voorwaardes van verkoping sal onmiddellik voor die verkoping ten volle gelees word en sal ter insae lê by die kantore van die Balju, Brakpan. 'n Substansiële bougenootskaplening kan vir 'n goedgekeurde koper bekom word.

Gedateer te Brakpan op hierdie 25ste dag van Maart 1997.

S. M. Nel, vir Geyser De Kock & Vennote, Glenleyhuis, Kingswaylaan 116, Brakpan. [Tel. (011) 744-4620.] [Faks. (011) 744-4663.] (Verw. mev. Coetzer/N1237.)

**Saak 27647/96**

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen ABSA BANK BEPERK, handeldrywend as ALLIED BANK, Eiser, en BEZUIDENHOUT, CAROLE JEAN, Eerste Verweerder, en DAVIDSON, MARION RUSSELL BENZIE, Tweede Verweerder**

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping gehou word op 24 April 1997 om 10:00, deur die Balju, Hooggeregshof, Johannesburg-Suid, te Jutastaat 69, Braamfontein, van die ondergemelde eiendom:

Sekere Erf 1146, Rosettenville-uitbreiding-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, Transport T6831/1996, geleë te Habelstraat 31, Rosettenville, groot 519 (vyfhonderd-en-negentien) vierkante meter.

*Erfbeskrywing:* Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie. Bestaande uit die volgende: *Hoofgebou:* Drie slaapkamers, sitkamer, eetkamer, kombuis en badkamer. *Buitegeboue:* Woonstel bestaande uit slaapkamer, kombuis, badkamer, sitkamer en buitetoilet.

Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju van die Hooggeregshof, Johannesburg-Suid, Jutastaat 69, Braamfontein, of Eiser se prokureurs, Theart, Mey & Vennote, Eerste Verdieping, Foxstraat 132, Johannesburg.

Gedateer te Johannesburg op hierdie 6de dag van Februarie 1997.

A. van der Westhuizen, vir Theart, Mey & Vennote, Eiser se Prokureurs, Eerste Verdieping, Foxstraat 132 (Posbus 3192), Johannesburg. (Tel. 331-8523.) (Verw. 301645/A. van der Westhuizen/al.)

**Saak 24843/96**

#### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Witwatersrandse Plaaslike Afdeling)

**In die saak tussen ABSA BANK BEPERK, handeldrywend as ALLIED BANK, Eiser, en MATTHEWS, ANTHONY HERBERT, Eerste Verweerder, en MATTHEWS, NICOLENE, Tweede Verweerder**

Ingevolge uitspraak van die Hooggeregshof van Suid-Afrika (Witwatersrandse Plaaslike Afdeling) in bogemelde saak sal 'n verkoping gehou word op 24 April 1997 om 10:00, deur die Balju, Hooggeregshof, Johannesburg-Wes, te Grondvloer, Jutastaat 69, Braamfontein, van die ondergemelde eiendom:

Sekere Erf 1459, Newlands-dorpsgebied (Johannesburg), Registrasieafdeling IQ, provinsie Gauteng, gehou in terme van Titellakte T62477/1995, geleë te Stonewallstraat 8, Newlands, Johannesburg, groot 495 (vierhondred vyf-en-negentig) vierkante meter.

*Erfbeskrywing:* Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie. Bestaande uit die volgende: *Hoofgebou:* Ingangsportaal, sitkamer, twee slaapkamers, badkamer en kombuis. *Addisioneel:* Motorhuis, bediendekamer en toilet.

Die volle verkoopvoorwaardes mag ondersoek word by die kantoor van die Balju van die Hooggeregshof, Johannesburg-Wes, Grondvloer, Jutastaat 69, Braamfontein, of Eiser se prokureurs, Theart, Mey & Vennote, Eerste Verdieping, Foxstraat 132, Johannesburg.

Gedateer te Johannesburg op hierdie 12de dag van Februarie 1997.

A. van der Westhuizen, vir Theart, Mey & Vennote, Eiser se Prokureurs, Eerste Verdieping, Foxstraat 132 (Posbus 3192), Johannesburg. (Tel. 331-8523.) (Verw. 301559/A. van der Westhuizen/al.)

**Case No. 15010/96**

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

**In the matter between ABSA BANK LTD, Plaintiff, and JOHNATHAN LOUIS NEL, First Defendant, and ANNATJIE NEL, Second 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, Brakpan, where Park Village Auctions, will be the auctioneers, duly authorised thereto, on 14 May 1997 at 09:00, at the premises situated at 7 Witheide Street, Leachville Extension 1, Brakpan, to the highest bidder:

Certain Erf 1120, Leachville Extension 1 Township, Registration Division IR, Transvaal, also known as 7 Witheide Street, Leachville Extension 1, Brakpan, measuring 660 (six hundred and sixty) square metres, held by Deed of Transfer T10941/1994, zoned Residential 1.

*Improvements:* The following improvements on the property are reported, though in this regard nothing is guaranteed: Painted, plastered and brick building with tiled roof, with three bedrooms, bathroom, kitchen, lounge/dining-room, carport with zinc roof, garage and outside toilet. *Fencing:* Four sides pre-cast walling.

#### *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 centum) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance plus interest thereon at the rate of 18,50% (eighteen comma five nought per centum) per annum against transfer to be secured by a bank guarantee to be approved by the Plaintiff's attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. The full conditions of sale may be inspected immediately prior to the sale at the office of the Sheriff of the Magistrate's Court, 437 Prince George Avenue, Brakpan, as well as at the office of Park Village Auctions, Unit 10, Ferndale Mews North, corner of Dover Road and Oak Avenue, Ferndale, Randburg.

Dated at Springs on this 13th day of March 1997.

Mr A. Visser, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street (P.O. Box 16) (Docex 6), Springs; c/o Trollip Cowling & Janeke, Market Building, 610 Voortrekker Road, Brakpan, 1540. (Tel. 812-1050.) (Ref. A. Visser/GG/B11796.)

Case No. 14987/96

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

**In the matter between ABSA BANK LTD, Plaintiff, and JACOBUS MARTIN GELDERBLOM, 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, Brakpan, where Michael James (Tvl.) CC, will be the auctioneers, duly authorised thereto, on Wednesday, 7 May 1997 at 10:30, at the premises situated at 13 Ash Street, Minnebron, Brakpan, to the highest bidder:

Certain Erf 845, Minnebron Township, Registration Division IR, Transvaal, also known as 13 Ash Street, Minnebron, Brakpan, measuring 1 015 (one thousand and fifteen) square metres, held by Deed of Transfer T60568/1992, zoned Residential 1.

*Improvements:* The following improvements on the property are reported, though in this regard nothing is guaranteed: Brick building with tiled roof, three bedrooms, two bathrooms, lounge, dining-room, kitchen and double garage. *Fencing:* Two sides welded mesh, one side pre-cast and one side brick walling.

*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 centum) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance plus interest thereon at the rate of 19% (nineteen per centum) per annum against transfer to be secured by a bank guarantee to be approved by the 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 office of the Sheriff of the Magistrate's Court, 439 Prince George Avenue, Brakpan, as well as at the office of Michael James (Tvl.) CC Auctioneers, 708 Pretoria Main Road, Wynberg.

Dated at Springs on this 6th day of March 1997.

Mr A. Visser, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street (P.O. Box 16) (Docex 6), Springs; c/o Trollip Cowling & Janeke, 610 Voortrekker Road, Brakpan. (Tel. 812-1050.) (Ref. A. Visser/GG/B42596.)

Case No. 15011/96

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

**In the matter between ABSA BANK LTD, Plaintiff, and VINODH SEWPARTHAB, First Defendant, and ASHIKA SEWPARTHAB, Second 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, Brakpan, where Park Village Auctions, will be the auctioneers, duly authorised thereto, on 14 May 1997 at 09:30, at the premises situated at 10 Dikbas Crescent, Leachville Extension 1, Brakpan, to the highest bidder:

Certain Erf 997, Leachville Extension 1 Township, Registration Division IR, Transvaal, also known as 10 Dikbas Crescent, Leachville Extension 1, Brakpan, measuring 660 (six hundred and sixty) square metres, held by Deed of Transfer T30518/1993, zoned Residential 1.

*Improvements:* The following improvements on the property are reported, though in this regard nothing is guaranteed: Painted, plastered and brick building with tiled roof with three bedrooms, bathroom, shower and toilet, lounge/dining-room, carport and swimming-pool. *Fencing:* Four sides pre-cast walling.

*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 centum) of the purchase price as well as the auctioneer's commission in cash on the date of the sale and the balance plus interest thereon at the rate of 19% (nineteen per centum) per annum against transfer to be secured by a bank guarantee to be approved by the Plaintiff's attorney, to be furnished to the Sheriff within 14 (fourteen) days after the date of sale.

3. The full conditions of sale may be inspected immediately prior to the sale at the office of the Sheriff of the Magistrate's Court, 437 Prince George Avenue, Brakpan, as well as at the office of Park Village Auctions, Unit 10, Ferndale Mews North, corner of Dover Road and Oak Avenue, Ferndale, Randburg.

Dated at Springs on this 12th day of March 1997.

Mr A. Visser, for Ivan Davies Theunissen, Plaintiff's Attorneys, IDT Building, 64 Fourth Street (P.O. Box 6) (Docex 6), Springs; c/o Trollip Cowling & Janeke, Market Building, 610 Voortrekker Road, Brakpan, 1540. (Tel. 812-1050.) (Ref. A. Visser/GG/B43696.)

**Saak No. 3535/95**

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

**In die saak tussen STANDARD BANK VAN SA, Eiser, en D. G. MKHWANAZI, Verweerder**

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 24 April 1996, word die hiernavermelde eiendom op Vrydag, 25 April 1997 om 10:00, voor die Landdroskantoor te Ermelo, geregtelik verkoop aan die persoon wat die hoogste bod maak naamlik:

Alle reg, titel en belang tot die reg van huurpag van Erf 2, Wesselton, Registrasieafdeling IT, provinsie Mpumalanga, groot 388 (driehonderd agt-en-tagtig) vierkante meter, gehou kragtens Akte van Transport T21021/89, met verbeterings, geleë te Mndebelestraat 878, Wesselton.

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

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

(b) Die koper sal aanspreeklik wees om onmiddellik na die bod op hom toegeslaan is, die verkoopvoorwaardes te onderteken.

(c) Die koper sal aanspreeklik wees vir hereregte, transportkoste en agterstallige belasting indien enige, tesame met belasting op toegevoegde waarde daarop.

Geteken te Ermelo op hierdie 20ste dag van Maart 1997.

M. M. Nolte Prokureurs, De Clercqstraat 11, Ermelo, 2350. (Verw. C02272/J161.)

**Case No. 3482/95  
PH 507**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between BANK OF LISBON INTERNATIONAL LIMITED, Plaintiff, and HONEY CARRIERS CC, First Defendant, and HOLDINGS OF HILLCREST CC, Second Defendant, and DETHIAN DENE WILLIAM, Third Defendant, and DETHIAN RENE CATHLEEN, Fourth Defendant, and BHARATH SHARENDRA, Fifth Defendant**

In terms of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned matter, a sale will be held on 17 April 1997 at 10:00, at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni:

*Property description:* The following information is furnished *re* the improvements, though in this respect nothing is guaranteed, known as Holdings of Hillcrest CC — CC No. CK85/09199/23, held under Deed of Transfer T8988/1994.

*Property:* Erf 185, Welgedacht Township, Registration Division IR, Transvaal, measuring 1 115 (one thousand one hundred and fifteen) square metres.

The sale will be held on the conditions to be read out by the auctioneer and these conditions may be examined at the offices of the Sheriff, Benoni, 49 Kempston Avenue, Benoni, or at the offices of the Plaintiff's Attorneys, Messrs Blakes Incorporated, 14 Plein Street, Johannesburg.

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

Blakes Naphanga Inc., Attorneys for Plaintiff, 14 Plein Street; P.O. Box 5315, Johannesburg. (Tel. 491-5500.) (Ref. TS/Heyns/gsb/EB0238.)

Case No. 50660/96

PH 424

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

**In the matter between BREEDER INVESTMENTS SHARE BLOCK (PTY) LTD, Execution Creditor, and STEVENSON, LESLIE OLIVE, First Execution Debtor, and STEVENSON, THOMAS ANDERSON, Second Execution Debtor**

In pursuance of a judgment in the Magistrate's Court for the District of Johannesburg held at Johannesburg, and a warrant of execution, the property listed hereunder which was attached on 24 January 1997, will be sold in execution on Thursday, 8 May 1997 at 10:00, at the office of the Sheriff for Kempton Park, 8 Park Street, Kempton Park, to the highest bidder:

Certain Erf 252, situated in Cresslawn Township, Registration Division IR, Province of Gauteng, measuring in extent 1 041 (one thousand and forty-one) square metres, situated at 54 Fitter Street, Cresslawn, Kempton Park, Gauteng.

The following information/improvements are reported to be on the property although in this respect, nothing is guaranteed: Lounge, two bathrooms, dining-room, two toilets, three bedrooms, kitchen and all under tiled roof. *Outbuildings and improvements:* Garage and driveway and property surrounded by precast walls.

*Conditions of sale:*

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

1.2 The full conditions of sale, which will be read by the Sheriff for the Magistrate's Court immediately prior to the sale may be inspected at the office of the Sheriff for the Magistrate's Court, Kempton Park, being 8 Park Street, Kempton Park, and at the offices of T.G. Fine Attorney, 84 Louis Botha Avenue (entrance at 3 Muller Street), Yeoville, Johannesburg. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Johannesburg on this 25th day of March 1997.

T. G. Fine, Execution Creditor's Attorney, 84 Louis Botha Avenue (entrance at 3 Muller Street), P.O. Box 94209 and 94210, Yeoville, Johannesburg. (Tel. 648-1100.) (Ref. TGF/SW.)

Saak No. 9717/95

## IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen EERSTE NASIONALE BANK VAN SA BEPERK, Eiser, en RUDOLPH CORNELIUS BOTHA, Eerste Verweerder, en MARIA CORNELIA SUSANNA BOTHA, Tweede Verweerder**

Geliewe kennis te neem dat in opvolging van 'n vonnis in bogemelde aksie toegestaan op 21 Augustus 1995, sal die ondergemelde onroerende eiendom, geregistreer in die naam van die Verweerders, sonder reserweprys, deur die Balju in eksekusie verkoop word op 24 April 1997 om 10:00:

Resterende Gedeelte van Erf 1139, Amsterdam-dorpsgebied, Registrasieafdeling IT, Mpumalanga, groot 2 855 (tweeëuisend agthonderd vyf-en-vyftig) vierkante meter, gehou kragtens Akte van Transport T93257/92, synde Shepstonestraat 16, Amsterdam.

*Plek van verkoping:* Die verkoping sal plaasvind voor die Landdroskantoor te Ermelo.

*Verbeterings:* Die volgende verbeterings is op die eiendom aangebring alhoewel geen waarborg daartoe verskaf word nie: 'n Werkswinkel met kantoor, spaardelestoor en volledige woonstel bestaande uit kombuis, eetkamer, sitkamer, slaapkamer, badkamer met stort.

*Verkoopvoorwaardes:* Die verkoopvoorwaardes lê ter insae by die kantore van die Balju vir die Hooggeregshof Ermelo, C. J. van Dyk te G. F. Botha en Van Dykgebou, hoek van Kerk- en Joubertstraat, Ermelo, waar dit gedurende normale kantoorure geïnspekteer kan word.

Gedateer te Pretoria op hierdie 25ste dag van Maart 1997.

Germishuizen Le Grange Prokureurs, Derde Verdieping, Kerkplein 38, Pretoria. (Verw. mnr. Le Grange 123/95L.)

Saak No. 118/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK ERMELO GEHOU TE BREYTEN

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en mnr. S. J. MOLOTJA, Eerste Verweerder, en mev. P. M. MOLOTJA (voorheen NKOSI), Tweede Verweerder**

Ingevolge uitspraak van bogemelde Agbare Hof en lasbrief vir eksekusie gedateer 10 Januarie 1997, word die hierin vermelde eiendom op Dinsdag, 22 April 1997 om 10:00, voor die Landdroskantoor, Breyten, geregteelik verkoop aan die persoon wat die hoogste bod maak, naamlik:

Erf 842, geleë in die dorp Breyten-uitbreiding 1, Registrasieafdeling IS, provinsie Mpumalanga, groot 1 190 (eenduisend eenhonderd en negentig) vierkante meter, gehou kragtens Akte van Transport T59547/1995.

Die eiendom is geleë te Henningstraat 13, Breyten.

Die eiendom is verbeter en bestaan uit drie slaapkamers, kombuis, badkamer, studeerkamer, toilet, sit- en eetkamer en garage.

*Voorwaardes:* Volledige verkoopvoorwaardes wat onmiddellik voor die veiling deur die Balju, Ermelo, uitgelees sal word, lê in sy kantoor ter insae en is die belangrikste bepalings daarvan die volgende:

1. Die koper moet onmiddellik nadat die bod op hom toegeslaan is, 10% (tien persent) van die koopprijs aan die Balju betaal en vir die balans van die koopprijs moet die koper 'n bank- of bouverenigingwaarborg aan die Balju lewer binne 21 (een-en-twintig) dae na datum van verkoping.

2. Die koper sal verplig wees om onmiddellik na die bod om hom toegeslaan is, die verkoopvoorwaardes te onderteken.

3. Die koper sal aanspreeklik wees vir hereregte, transportkoste en agterstallige belastings indien enige, asook ander uitgawes wat nodig is om transport te laat geskied asook afslaersgelde plus 14% (veertien persent) BTW.

Geteken te Ermelo op hierdie 18de dag van Maart 1997.

Bekker, Brink & Brink, Unitedgebou, Kerkstraat 60 (Privaatsak X9018), Ermelo, 2350. (Verw. mnr. Grobler/MT/SGM301.)

**Saak No. 503/96**

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

**In die saak tussen NEDCOR BANK BEPERK, Eiser, en GERT JOHANN DANIEL VAN DEN BERG, Eerste Verweerder, en NAOMI CARMEL VAN DEN BERG, Tweede Verweerder**

Ingevolge die vonnis in bogenoemde Agbare Hof, verkry op 27 September 1996 en 'n lasbrief vir eksekusie in bogenoemde saak, sal die onderstaande eiendom van die eksekusieskuldenaar op 23 April 1997 om 11:00, te Landdroskantoor Kriel, aan die hoogste bieder geregteelik 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 597, geleë in die dorp Kriel, Registrasieafdeling IS, Mpumalanga.

*Adres:* Akkerlaan 4, Kriel.

*Beskrywing van eiendom:* Vier slaapkamers, kombuis, toilet, twee badkamers, sitkamer, woonstel, ontspanningskamer, twee motorhuise en swembad.

Groot 1 020 (eenduisend en twintig) vierkante meter.

Geteken te Secunda op hierdie 4de dag van Maart 1997.

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

**Saak No. B14327/96**

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

**In die saak tussen ABSA BANK BEPERK, Eiser, en M. M. MAJORO, Verweerder**

As gevolg van 'n vonnis van die Landdroshof te Klerksdorp en 'n lasbrief van eksekusie gedateer 20 November 1996, sal die volgende eiendom in eksekusie verkoop word op Vrydag, 25 April 1997 om 09:00, by die kantore van die Balju van die Landdroshof, Orkney, Campionweg 21, Orkney:

Erf 2200, geleë in die dorp Kanana, Registrasieafdeling IP, Noordwes, groot 251 (tweehonderd een-en-vyftig) vierkante meter.

*Verkoopvoorwaardes:*

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

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

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

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

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

Case No. 4991/96

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

In the matter between **SAAMBOU BANK, Plaintiff, and GEORGE HERBST, Defendant**

In pursuance of judgment granted on 4 October 1996 and a warrant of execution issued on 25 October 1996, the property described hereunder will be sold in execution at the Magistrate's Court, Delville Street, Witbank, on Friday, 18 April 1997 at 10:00, in terms of the conditions of sale which may be inspected at the offices of the Sheriff of the Court, Witbank, ten (10) days prior to date of sale:

Certain Dwelling Erf 330, Schoongezicht.

The sale is subject to the following material conditions namely:

1. Subject to the provisions of section 66 (2) of Act 32 of 1944, the sale shall be without reserve and the property shall be sold to the highest bidder.

2. The purchase price of the property shall be paid by way of a deposit of 10% (ten per cent) at the conclusion of the sale for the balance of the purchase price within 30 (thirty) days from the date of sale. The purchaser shall within the aforesaid period, either pay the balance in cash or provide an approved guarantee for payment of the balance of the purchase price upon registration of transfer and the Plaintiff shall not be responsible for any defect in the property latent or otherwise.

3. The property and any improvements therein shall be sold voetstoots.

4. The purchaser shall be held liable for all arrear rates, taxes charges etc. owing in respect of the property together with interest calculated on the purchase price as determined by the Execution Creditor.

5. The conditions of sale may be inspected at the offices of the Sheriff of the Court, Witbank.

Dated at Witbank on this 3rd day of March 1997.

Erasmus, Ferreira & Ackermann, Athlone Centre, Athlone Street (P.O. Box 686), Witbank. (Tel. 656-1711.) (Ref. AP/S1888.)

Saak No. 17805/95

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

In die saak tussen **CESTRON SECURITY ENTERPRISES (EDMS.) BPK, Eiser, en D. JACOBS, Verweerder**

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 25 April 1997 om 10:00, te die persele van die Balju van die Landdroshof vir die distrik Klerksdorp te Leaskstraat 23, Klerksdorp, per publieke veiling verkoop word:

Erf 108, geleë in die dorp Wilkoppies, Registrasieafdeling IP, Transvaal, groot 2 974 (tweeënduisend negehonderd vier-en-sewentig) vierkante meter, gehou kragtens Akte van Transport T103069/1994.

Die eiendom is geleë te Bradylaan 17, Wilkoppies, Klerksdorp.

*Verbeterings* (ten opsigte waarvan egter geen waarborg gegee word nie): Bestaande uit enkelverdiepingwoning, ingangsportaal, sitkamer, eetkamer, kombuis, opwaskamer, drie slaapkamers, twee-en-'n-halwe badkamer, stort, ontspanningskamer, waskamer, inloopkas, volvloermatte, bediendetoilet, dubbel motorhuis, bediendekamer, toegemaakte stoep, aantrekkamer, swembad en beton omheining.

*Die wesentlike voorwaardes van verkoop is:*

1. Voetstoots en sonder reserve.

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

3. Verdere voorwaardes by Balju ter insae.

4. Koper betaal BTW op alle belasbare lewerings.

Gedateer te Klerksdorp op hede die 3de dag van Maart 1997.

J. H. Coetzee, vir Kantor, Du Toit & Coetzee, Eerste Verdieping, NBS-gebou, Boomstraat, Klerksdorp, 2570. (Verw. mev. Engelbrecht/CT225.)

Saak No. 13670/96

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

In die saak tussen **NBS BANK BPK., Eiser, en P. J. en W. JANSEN VAN VUUREN, Verweerders**

Ooreenkomstig 'n vonnis van die Landdros in bogemelde Agbare Hof en 'n lasbrief tot uitwinning, sal die ondergenoemde eiendom as 'n eenheid op Vrydag, 25 April 1997 om 10:00, te die persele van die Balju van die Landdroshof vir die distrik Stilfontein, te Leaskstraat 23, Klerksdorp, per publieke veiling verkoop word:

Erf 3041, geleë in die dorp Stilfontein, Registrasieafdeling IP, Transvaal, groot 967 (negehonderd sewe-en-sestig) vierkante meter, gehou kragtens Akte van Transport T29/89, die eiendom is geleë te Langenhovenstraat 50, Stilfontein.

*Verbeterings* (ten opsigte waarvan egter geen waarborg gegee word nie): Bestaande uit enkelverdieping teëldakwoning, ingangsportaal, sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer, volvloermatte, bediendetoilet, enkel motorhuis, drie motorafdakke, naaldwerkkamer, kroeg, braaiarea en steenplaveisel.

Die wesentlike voorwaardes van verkoop is:

1. Voetstoots en sonder reserwe.
2. Deposito van 10% (tien persent) kontant by toeslaan van bod. Waarborg vir balans binne 14 (veertien) dae na veiling.
3. Verdere voorwaardes by Balju ter insae.
4. Koper betaal BTW op alle belasbare lewerings.

Gedateer te Klerksdorp op hede die 24ste dag van Februarie 1997.

J. H. Coetzee, vir Kantor, Du Toit & Coetzee, Eerste Verdieping, NBS-gebou, Boomstraat, Klerksdorp, 2570. (Verw. mev. Engelbrecht/N282.)

**Saak No. 8667/95**

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

##### In die saak tussen STADSRAAD VAN ALBERTON, Eiser, en T. POTGIETER, Verweerder

Ten uitvoering van 'n vonnis in die Landdroshof, Alberton, gedateer 12 Maart 1996 en 'n lasbrief vir eksekusie gedateer 12 Maart 1996 sal die volgende eiendom in eksekusie verkoop word sonder reserwe en aan die hoogste bieder op 30 April 1997 om 10:00, deur die Balju vir die Landdroshof, te 8 St Columbweg, New Redruth, Alberton, naamlik:

Sekere Erf 2207, Brackendowns-uitbreiding 4-dorpsgebied, Registrasieafdeling IR, provinsie Gauteng, ook bekend as Bendorstraat 46, Brackendowns, Alberton, groot 986 (negehonderd ses-en-tagtig) vierkante meter, gehou deur T. Potgieter onder Akte van Transport T57402/1994.

*Sonering:* Residensieel.

*Spesiale gebruiksvoorwaardes of vrystellings:* Geen.

Die Vonnisskuldeiser beskryf die verbeterings op die eiendom sonder om dit te waarborg as volg: *Hoofgebou:* Eetkamer, sitkamer, drie slaapkamers, kombuis en twee badkamers. *Buitegeboue:* Swembad, motorhuis en omhein.

*Terme en voorwaards van verkoping:*

1. *Terme:* Die koopprys is betaalbaar teen 10% (tien persent) ten tye van die verkoping en die onbetaalde balans plus rente teen die rentekoers gehef deur die huidige verbandhouer per annum tot datum van betaling binne 30 (dertig) dae of gewaarborg deur 'n goedgekeurde bank- en/of bouverenigingwaarborg. Indien die Eiser die koper is, sal geen deposito betaal word nie.

2. *Voorwaardes:* Die volle voorwaardes van verkoping wat deur die Balju onmiddellik voor die verkoping uitgelees sal word, lê ter insae by die kantoor van die Balju te St Columbweg 8, New Redruth, Alberton.

Gedateer te Alberton op hede die 7de dag van Maart 1997.

Klopper Jonker Ing., Eerste Verdieping, Terracegebou, Eaton Terrace, New Redruth, Posbus 6, Alberton, 1450. (Tel. 907-9813.) (Verw. mev. Van Tonder/S3741.)

**Case No. 17999/96**

#### IN THE HIGH COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

##### In the matter between ABSA BANK LIMITED, Plaintiff, and JELE EDWARD MASHILANE, First Defendant, and MARIA CAROLINE MASHILANE, Second Defendant

In execution of a judgment of the Supreme Court of South Africa (Transvaal Provincial Division) in this suit, a sale without reserve of the undermentioned property will be held at the offices of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), on 25 April 1997 at 11:00, on conditions to be read out by the auctioneer at the time of the sale and which may be inspected at the offices of the said Sheriff prior to the sale:

Certain Erf 1004, Extension 2, situated in the Township of Mamelodi, Registration Division JR, Transvaal, situated at Site 1004, Mamelodi, measuring 400 (four hundred) square metres.

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

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

Dated at Pretoria during March 1997.

G. G. Makhathini, for Matlala Incorporated, Eighth Floor, Standard General Building, 215 Proes Street (P.O. Box 3217), Pretoria. (Docex 70.) (Fax 323-7431.) (Tel. 326-8923/4/6.) (Ref. GGM/MP/G8884/A254.)

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**Case No. 49968/96**

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

**In the matter between NBS BANK LIMITED, Plaintiff, and GERHARDUS CHRISTOFFEL KUHN, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 17 September 1996 and subsequent warrant of execution, the following property will be sold in execution by the Sheriff of the Court, on 9 May 1997 at 11:00, at the office of the Sheriff, Wonderboom, Portion 83, De Onderstepoort (just north of Sasko Mills, old Warmbaths Road, Bon Accord), to the highest bidder:

Certain Erf 827, situated in the Township of Theresapark Extension 2, Registration Division JR, Transvaal, measuring 816 square metres, situated at 31 Hedgehog Street, Theresapark Extension 2, 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, four bedrooms, two bathrooms, shower and two toilets. *Outbuildings:* Double garage (no doors), toilet/shower, fence, concrete walls, gates, court-yard, swimming-pool, brick drive, paving and patio.

*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 this 12th day of March 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/N2089.)

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**Case No. 2444/96**

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

**In the matter between TRANSITIONAL LOCAL COUNCIL OF GERMISTON, Plaintiff, and A. KOTZE, Defendant**

A sale in execution of the property described hereunder will take place on 24 April 1997 at 10:00, and at the office of the Sheriff, Magistrate's Court, Fourth Floor, Standard Towers, President Street, Germiston North, to the highest bidder:

Erf 138, Gerdview Township, Registration Division IR, Gauteng, measuring 654, property known as 2 Kampen Road, Gerdview, Germiston, comprising dining-room, lounge, three bedrooms, kitchen, bathroom, toilet, garage, precast fence and swimming-pool.

The conditions of sale may be inspected at the offices of the Sheriff, Magistrate's Court, at Fourth Floor, Standard Towers, President Street, Germiston North.

Wright Rose-Innes, Attorneys for the Plaintiff, 305 President Street, Germiston. (Ref. Mrs Bronkhorst/WM.)

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**Case No. 13994/96**

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

**In the matter between TRANSITIONAL LOCAL COUNCIL OF GERMISTON, Plaintiff, and N. T. MOHOTO, Defendant**

In pursuance of a judgment by the Magistrate's Court at Germiston and a writ of execution dated 14 November 1996, the property listed herein will be sold in execution on Wednesday, 30 April 1997 at 10:00, at the offices of the Sheriff, Magistrate's Court, 8 St Columb Road, New Redruth, Alberton, to the highest bidder:

Erf 680, Roodekop Township, Registration Division IR, Transvaal, situated at 91 Hartebeest Avenue, Leondale, Alberton, measuring 805 square metres.

The Judgment Creditor described the improvements on the property as set out hereunder but no warranties are given in respect thereof: Dining-room, two lounges, three bedrooms, kitchen, bathroom, two toilets, garage, fence and scullery.

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

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

Wright, Rose-Innes, Plaintiff's Attorneys, 305 President Street, Germiston. (Ref. COLL/WM.)

**Saak No. 23187/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK GERMISTON GEHOU TE GERMISTON

**In die saak tussen ABSA BANK BPK (ALLIED BANK DIVISIE), Eiser, en GERHARD JACOBUS KRUGER PIETERS, Eerste Verweerder, en CINDY DARLENE PIETERS, Tweede Verweerder**

Op 23 April 1997 om 11:00, sal die volgende eiendom op die betrokke perseel, per openbare veiling verkoop word aan die hoogste bieder, deur Property Mart, Erf 148, Dinwiddie-dorpsgebied, Registrasieafdeling IR, Gauteng, groot 936 vierkante meter, bekend as Swannagelaan 40, Dinwiddie, Germiston:

Bestaande uit woonhuis met ingangsportaal, sitkamer, eetkamer, drie slaapkamers, badkamer met stort, toilet, kombuis, opwaskamer, dubbelmotorhuis, motorafdak, badkamer met toilet, woonstel met sitkamer en slaapkamer.

'n Verband kan vir 'n goedgekeurde koper gereël word.

Die volle verkoopvoorwaardes kan voor die verkoping nagegaan word te die kantore van Property Mart, te Eerste Verdieping, Pogir Bastion Huis, Louis Bothalaan 244, Orange Grove, asook te die kantoor van die Balju, Landdroshof, Unitedgebou, Presidentstraat 177, Germiston.

Wright, Rose-Innes, Prokureurs vir Eiser, Presidentstraat 305, Germiston. (Verw. mnr. De Vos/WO.)

**Case No. 14833/94**

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

**In the matter between ABSA BANK LTD (ALLIED BANK DIVISION), Plaintiff, and DANIEL ZWANE, First Defendant, and THOBI FLORENCE ZWANE, Second Defendant**

A sale in execution of the property described hereunder will take place on 21 April 1997 at 10:00, by Property Mart, on site, to the highest bidder:

Erf 1325, Roodekop Township, Registration Division IR, Gauteng, measuring 805 square metres, property known as 30 Buffalo Street, Leondale.

**Comprising:** Dwelling-house with lounge, dining-room, kitchen, three bedrooms, bathroom and w.c.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the offices of Property Mart, at First Floor, Pogir Bastion Ins. House, 244 Louis Botha Avenue, Orange Grove, and at the office of the Sheriff, Magistrate's Court, 8 St Columb Road, New Redruth, Alberton.

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

**Case No. 8356/92**

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

**In the matter between ABSA BANK LTD (ALLIED BANK DIVISION), Plaintiff, and ALDYTH KATHERINE WILLIAMS, Defendant**

A sale in execution of the property described hereunder will take place on 24 April 1997 at 10:00, at the office of the Sheriff, Magistrate's Court, at Fourth Floor, Standard Towers, 247 President Street, Germiston, to the highest bidder:

Portion 2 of Erf 56, Eastleigh Township, Registration Division IR, Gauteng, measuring 1 665 square metres. Property known as 6 Terrace Road, Eastleigh, Edenvale.

**Comprising:** Dwelling-house under iron roof consisting of lounge, kitchen, three bedrooms, bathroom and toilet and a double garage.

A bond can be arranged for an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court, Fourth Floor, Standard Towers, 247 President Street, Germiston.

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

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**Case No. 3186/93**

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

**In the matter between TRANSITIONAL LOCAL COUNCIL OF GERMISTON, Plaintiff,  
and VAN'S HOPE (PTY) LTD, Defendant**

A sale in execution of the property described hereunder will take place on 7 May 1997 at 10:00, and at the office of the Sheriff, Magistrate's Court, 8 St Columb Road, New Redruth, Alberton, to the highest bidder:

Portion 18 of the farm Roodekop 139 Township, Registration Division IR, Gauteng, measuring 5,7944 square metres, property known as vacant stand, Portion 18 of the farm Roodekop 139.

*Comprising:* Vacant stand.

The conditions of sale may be inspected at the offices of the Sheriff, Magistrate's Court, at 8 St Columb Road, New Redruth, Alberton.

Dated this 5th day of March 1997.

Wright Rose-Innes, Attorneys for Plaintiff, 305 President Street, Germiston. (Ref. Mrs Bronkhorst/WM.)

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**Case No. 6577/96**

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

**In the matter between TRANSITIONAL LOCAL COUNCIL OF GERMISTON, Plaintiff,  
and Mrs M. M. KAHTS, Defendant**

A sale in execution of the property described hereunder will take place on 24 April 1997 at 10:00, and at the office of the Sheriff, Magistrate's Court, Fourth Floor, Standard Towers, President Street, Germiston North, to the highest bidder:

Erf 4, Fishershill Township, Registration Division IR, Gauteng, measuring 744 square metres, property known as 3 Sun Street, Fishershill, Germiston.

*Comprising:* Dining-room, lounge, three bedrooms, kitchen, bathroom, toilet, TV room, two garages and wire fencing.

The conditions of sale may be inspected at the offices of the Sheriff, Magistrate's Court, at Fourth Floor, Standard Towers, President Street, Germiston North.

Dated this 25th day of February 1997.

Wright Rose-Innes, Attorneys for Plaintiff, 305 President Street, Germiston. (Ref. Mrs Bronkhorst/WM.)

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**Case No. 13777/96**

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

**In the matter between TRANSITIONAL LOCAL COUNCIL OF GERMISTON, Plaintiff,  
and M. D. PAKO, Defendant**

A sale in execution of the property described hereunder will take place on 7 May 1997 at 10:00, and at the office of the Sheriff, Magistrate's Court, 8 St Columb Road, New Redruth, Alberton, to the highest bidder:

Erf 186, Roodebult Township, Registration Division IR, Gauteng, measuring 709 square metres, property known as 46 Firethorn Crescent, Roodebult, Alberton.

*Comprising:* Dining-room, lounge, three bedrooms, kitchen, two bathrooms, two toilets, TV room, fence and outstanding building.

The conditions of sale may be inspected at the offices of the Sheriff, Magistrate's Court, at 8 St Columb Road, New Redruth, Alberton.

Dated this 5th day of March 1997.

Wright, Rose-Innes, Attorneys for Plaintiff, 305 President Street, Germiston. (Ref. Mrs Bronkhorst/WM.)

Case No. 14217/96

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

**In the matter between TRANSITIONAL LOCAL COUNCIL OF GERMISTON, Plaintiff, and  
M. E. and L. P. MADONSELA, Defendants**

A sale in execution of the property described hereunder will take place on 7 May 1997 at 10:00, at the office of the Sheriff, Magistrate's Court, 8 St Columb Road, New Redruth, Alberton, to the highest bidder:

Erf 1294, Roodekop Township, Registration Division IR, Gauteng, measuring 805 square metres, known as 12 Hartebeest Avenue, Leondale, Alberton.

*Comprising:* Dining-room, lounge, three bedrooms, kitchen, two bathrooms, two toilets, fence and outside building.

The conditions of sale may be inspected at the offices of the Sheriff, Magistrate's Court, at 8 St Columb Road, New Redruth, Alberton.

*Dated:* 5 March 1997.

Wright, Rose-Innes, Attorneys for Plaintiff, 305 President Street, Germiston. (Ref. Mrs Bronkhorst/WM.)

Case No. 16567/96

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

**In the matter between TRANSITIONAL LOCAL COUNCIL OF GERMISTON, Plaintiff, and  
M. P. and C. X. MOTSEARE, Defendants**

A sale in execution of the property described hereunder will take place on 7 May 1997 at 10:00, at the office of the Sheriff, Magistrate's Court, 8 St Columb Road, New Redruth, Alberton, to the highest bidder:

Erf 302, Roodebult Township, Registration Division IR, Gauteng, measuring 763 square metres, known as 19 Kiepersol Street, Roodebult, Alberton.

*Comprising:* Dining-room, lounge, three bedrooms, kitchen, two bathrooms, two toilets, garage, fence, two outside rooms and swimming-pool

The conditions of sale may be inspected at the offices of the Sheriff, Magistrate's Court, at 8 St Columb Road, New Redruth, Alberton.

*Dated:* 5 March 1997.

Wright, Rose-Innes, Attorneys for Plaintiff, 305 President Street, Germiston. (Ref. Mrs Bronkhorst/WM.)

Case No. 14018/96

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

**In the matter between TRANSITIONAL LOCAL COUNCIL OF GERMISTON, Plaintiff, and  
P. and G. F. MAVROUZQUMIS, Defendant**

A sale in execution of the property described hereunder will take place on 21 April 1997 at 10:00, at the office of the Sheriff, Magistrate's Court, United Building, Third Floor, 177 President Street, Germiston South, to the highest bidder:

Erf 74/1/82 K A L Township, Registration Division IR, Gauteng, measuring 766 square metres, known as 4 Azalia Street, Cruywagen Park, Germiston.

*Comprising:* Three bedrooms, lounge, bathroom, toilet, kitchen and tiled roof.

The conditions of sale may be inspected at the offices of the Sheriff, Magistrate's Court, at United Building, Third Floor, 177 President Street, Germiston South.

*Dated:* 7 March 1997.

Wright, Rose-Innes, Attorneys for Plaintiff, 305 President Street, Germiston. (Ref. Mrs Bronkhorst/WM.)

Case No. 29355/96

## IN THE HIGH COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Execution Creditor, and  
MARNITZ, HEINRICH JACOBUS, Execution Debtor**

In execution of a judgment of the High 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 25 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 Leeuwpoot Street, Boksburg, prior to the sale:

Certain Section 24, as shown and more fully described on Sectional Plan SS183/1995, in the scheme known as Spartacus 11, in respect of the land and building or buildings situated in the Township of Ravenswood Extension 25, Local Authority: Boksburg, of which the floor area, according to the sectional plan, is 70 (seventy) square metres in extent; and

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

an exclusive use area described as Parking P20, measuring 13 (thirteen) square metres, being part of the common property, comprising the land and the scheme known as Spartacus 11, in respect of the land and building or buildings situated in Ravenswood Extension 25 Township, Local Authority: Boksburg, as shown and more fully described on Sectional Plan SS183/1995, being Unit 24, Spartacus 11, Paul Smit Street, Boksburg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: The property consists of a lounge, dining-room, three bedrooms and bathroom/w.c.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. The purchaser shall, on the day of the sale, pay 5% (five per 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 March 1997.

J. C. Müller, for Brugmans Incorporated, Plaintiff's Attorneys. (Tel. 331-0131.) (Ref. Foreclosures/Mrs C. van der Nest/A.382.)

**Case No. 26487/96**

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

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Execution Creditor, and PERCIVAL, ANITA (previously DELPORT), First Execution Debtor, and PERCIVAL, ROBERT JOHN, Second Execution Debtor**

In execution of a judgment of the High 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 22 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 Section 48, as shown and more fully described on Sectional Plan SS381/1989, in the scheme known as Villa Victoria 1, in respect of the land and building or buildings situated in the Township of Noordhang, Local Authority: Randburg Town Council, of which the floor area, according to the sectional plan, is 59 (fifty-nine) square metres in extent, being 48 Villa Victoria 1, Bellairs Drive, Noordhang.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: The property consists of a lounge, dining-room, two bedrooms, 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 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 March 1997.

J. C. Müller, for Brugmans Incorporated, Plaintiff's Attorneys. (Tel. 331-0131.) (Ref. Foreclosures/Mrs C. van der Nest/A.301.)

**Case No. 28711/96**

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

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Execution Creditor, and STAND 475 WINDSOR CC, Execution Debtor**

In execution of a judgment of the High 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 22 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, Randburg, Elna Randhof, corner of Selkirk and Blairgowrie Drives, Randburg, prior to the sale:

Certain Erf 475, situated in the Township of Windsor, Registration Division IQ, Province of Gauteng, being 37 Duchesses Street, Windsor, measuring 991 (nine hundred and ninety-one) square metres.

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

**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 4th day of March 1997.

J. C. Müller, for Brugmans Incorporated, Plaintiff's Attorneys. (Tel. 331-0131.) (Ref. Foreclosures/Mrs C. van der Nest/A.349.)

Case No. 12196/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
TIKO, MLINDELI DEVILLIERS, 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 at the Entrance of the Magistrate's Court, Fochville, on Friday, 25 April 1997 at 10:30, 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, Potchefstroom, at 20 Borrius Street, Bailey Park, Potchefstroom.

The right of leasehold in respect of Erf 1265, Wedela Township, Registration Division IQ, Transvaal IQ, North West Province, measuring 300 m<sup>2</sup>, held by the Defendant under Certificate of Right of Leasehold TL74672/1988, being 1265 Wedela.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, two bedrooms, bathroom/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 16th day of January 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA9126/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 13860/96

Case No. 19462/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Transvaal Provincial Division)

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
SETOKO, MOSOU JAN, First Defendant, and SETOKO, MAMOLOKO ELISA, 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 at the Entrance of the Magistrate's Court, Fochville, on Friday, 25 April 1997 at 10:15, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Potchefstroom, at 20 Borrius Street, Bailey Park, Potchefstroom.

The right of leasehold in respect of Erf 3434, Wedela Extension 1 Township, Registration Division IQ, Transvaal IQ, North West Province, measuring 213 m<sup>2</sup>, held by the Defendants under Certificate of Right of Leasehold TL33763/1991, being 3434 Giraffe Street, Wedela Extension 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, two bedrooms, bathroom/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 28th day of January 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA9342/WRFCLS/Mr Rumsey/Mrs Leukemans.)

**Case No. 19152/96**

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
SITHOLE, BAFANA WILLIAM, 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 at the Entrance of the Magistrate's Court, Fochville, on Friday, 18 April 1997 at 10:15, of the undermentioned immovable property of the Defendant on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Potchefstroom, at 20 Borrius Street, Bailey Park, Potchefstroom.

The right of leasehold in respect of Erf 3437, Wedela Extension 1 Township, Registration Division IQ, North West Province, measuring 188 m<sup>2</sup>, held by the Defendant under Certificate of Right of Leasehold TL37298/1991, being 3437 Wedela Extension 1.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, two bedrooms, bathroom/toilet and kitchen.

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

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 28th day of January 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZB0086/WRFCLS/Mr Rumsey/Mrs Leukemans.)

**Case No. 29357/96**

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

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Execution Creditor, and  
RAATH, JAN STEFANUS SMIT, First Execution Debtor, and RAATH, SOPHIA JOHANNA, Second Execution Debtor**

In execution of a judgment of the High 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 24 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, Johannesburg West, 32 Von Brandis Street, Johannesburg, prior to the sale:

Certain Portion 2, of Lot 1227, situated in the Township of Claremont (Johannesburg), Registration Division IR, Province of Gauteng, being 1 Waaihoek Street, Claremont, Johannesburg, measuring 594 (five hundred and ninety-four) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: The property consists of lounge, two bedrooms, bathroom/w.c., kitchen, garage and carport.

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

Dated at Johannesburg this 11th day of March 1997.

J. C. Müller, for Bruggmans Incorporated, Plaintiff's Attorneys. (Tel. 331-0131.) (Ref. Foreclosures/Mrs Van der Nest/A.385.)

Case No. 31131/93

PH 267

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
MTSHALI, JERRY, First Defendant, and MTSHALI, ELIZABETH, Second Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court at Ground Floor, 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the High Court, Soweto West, at Second Floor, 32 Von Brandis Street, Johannesburg:

The right of leasehold in respect of Erf 28934, Meadowlands Township, Registration Division IQ, Province of Gauteng, measuring 232 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold TL2967/91, being 28934 Meadowlands Zone 1, Soweto.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, kitchen, two bedrooms and bathroom/w.c.

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

The purchaser shall, on the day of the sale, pay 5% (five per 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 7th day of March 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.)  
(Ref. Z78646/JHBFCLS/Mr Abdinor/Ms Nkotsae.)

Case No. 21042/96

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

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and GIDI, FIKILE, First Defendant,  
and GIDI, MABEL, 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 at the Entrance of the Magistrate's Court, Fochville, on Friday, 25 April 1997 at 10:15, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the Supreme Court, Potchefstroom, at 20 Borrius Street, Bailey Park, Potchefstroom.

The right of leasehold in respect of Erf 1405, Wedela Township, Registration Division IQ, North West Province, measuring 372 m<sup>2</sup>, held by the Defendants under Certificate of Right of Leasehold TL50223, being 1405 Tugela Drive, Wedela.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, two bedrooms, bathroom/toilet and kitchen.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 28th day of January 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.)  
(Ref. ZA9681/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 12854/96

IN THE HIGH COURT OF SOUTH AFRICA  
(Transvaal Provincial Division)

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
MOLAKGOSI, KGOMOTSO JOSEPH, Defendant**

In execution of a judgment of the High Court of South Africa (Transvaal Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court in front of the Magistrate's Court, 72 Van Zyl Smit Street, Oberholzer, on Friday, 25 April 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 High Court, Oberholzer, at First Floor, Montalto Building, Palladium Street, Carletonville.

The right of leasehold in respect of Erf 4552, Khutsong Extension 2 Township, Registration Division IQ, Province of Gauteng, measuring 313 m<sup>2</sup>, held by the Defendant under Certificate of Registered Grant of Leasehold TL6199/91, being 4552 Khutsong Extension 2.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, three bedrooms, kitchen and bathroom/w.c.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per 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 28th day of February 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.)  
(Ref. ZA9233/WRFCLS/Mr Rumsey/Mrs Leukemans/dn.)

Case No. 15305/94  
PH 267

IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and DA SILVA, JOSE CARLOS  
TORRES, First Defendant, and DA SILVA, DILIA MARIA AGUIAR, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court at Ground Floor, 69 Juta Street, Braamfontein, on Thursday, 24 April 1997 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the High Court, Johannesburg South, at 100 Sheffield Street, Turffontein:

Portion 3 of Erf 4, Oakdene Township, Registration Division IR, Province of Gauteng, measuring 991 m<sup>2</sup>, held by the Defendants under Deed of Transfer T50075/89, being 3 Hartjes Street, Oakdene.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining-room, three bedrooms, bathroom/w.c., two w.c./shower, kitchen, scullery/pantry, study, patio, w.c. and swimming-pool.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

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 (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 3rd day of March 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.)  
(Ref. Z98493/JHBFCLS/Mr Abdinor/Ms Nkotsoe.)

Case No. 08843/95  
PH 267IN THE HIGH 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 STRYDOM, LEON, First Defendant, and STRYDOM, AMANDA, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging, on Thursday, 24 April 1997 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of De Klerk Vermaak & Partners, Overvaal, 28 Kruger Street, Vereeniging:

Erf 520, Falcon Ridge Township, Registration Division IQ, Province of Gauteng, measuring 1 025 m<sup>2</sup>, held by the Defendants under Deed of Transfer T14285/1988, being 7 Robins Street, Falcon Ridge.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining-room, dressing-room, four bedrooms, two bathrooms/toilet, kitchen, double garage, double carport, servant's room and outside shower/toilet.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg on this 5th day of March 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA3311/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 31553/96  
PH 267IN THE HIGH 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 DE KOCK, ELMEN (NEE AUGUSTYN), Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court at 22B Ockerse Street, Krugersdorp, on Wednesday, 30 April 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, Krugersdorp, at 22B Ockerse Street, Krugersdorp:

Section 31 as shown and more fully described on Sectional Plan SS187/1994 in the scheme known as Monument Park in respect of the land and building or buildings situated at Krugersdorp, Local Authority of Krugersdorp Town 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 79 m<sup>2</sup>, held by the Defendant under Certificate of Registered Sectional Title ST48840/1994, being 31 Monument Park, Adolfschneider, Krugersdorp North.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining-room, two bedrooms, bathroom/shower/toilet, kitchen and carport.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 10th day of March 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZB0701/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 5135/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BRAKPAN HELD AT BRAKPAN

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Execution Creditor, and MAHLANGU, B. F., First Execution Debtor, and MAHLANGU, M. F., Second Execution Debtor**

In execution of a judgment of the Magistrate's Court of Brakpan, held at Brakpan in the above-mentioned suit, a sale without reserve will be held at the Sheriff's Office, Brakpan, on 25 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, Brakpan, 439 Prince George Avenue, Brakpan, and Magistrate's Court, prior to the sale:

Certain Erf 7436, Tsakane, Brakpan, Registration Division IR, in the Province of Gauteng, measuring 261 (two hundred and sixty-one) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed:

*Zoning certificate:* Zoning: Residential 1.

Cover: 60%.

Building line: 2 m.

A detached single storey brick built residence with lounge, kitchen, bathroom, toilet and two bedrooms.

*Terms:* 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

Dated at Johannesburg this 5th day of March 1997.

Alberts & Smit Incorporated, Attorneys for Plaintiff, 227 Barry Hertzog Avenue, Emmarentia; P.O. Box 4442, Johannesburg. (Tel. 646-6120/1/2/3.) (Ref. Mr Alberts/ct/F279.)

Case No. 27126/94

PH 267

## IN THE HIGH 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 MASITENG, LEKWA FRANS, First Defendant, and MASITENG, NOMAPHELA BELLINAH, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton, on Tuesday, 22 April 1997 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the High Court, Alberton, at First Floor, Terrace Building, 1 Eaton Terrace Street, New Redruth, Alberton:

The right of leasehold in respect of Erf 1948, Likole Extension 1 Township, Registration Division IR, Province of Gauteng, measuring 308 m<sup>2</sup>, held by the Defendants under Certificate of Registered Grant of Leasehold TL33991/88, being Stand 1948, Likole Extension 1, Katlehong, Alberton.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, two bedrooms, bathroom/w.c. and kitchen.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

The purchaser shall, on the day of the sale, pay 5% (five per cent) auctioneer's charges on the proceeds of the sale up to the price of R30 000 (thirty thousand rand) and thereafter 3% (three per cent) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Johannesburg this 5th day of March 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. ZA1237/ERFCLS/Mr Abdinor/Ms Nkotsoe.)

Case No. 27256/96

PH 507

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between STANDARD BANK OF SA LTD, Plaintiff, and SHANDU, GIVA GIBSON, Defendant**

In pursuance of a judgment of the Supreme Court of South Africa, division of the Witwatersrand Local Division, dated 11 December 1996 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on 21 April 1997 at 10:00, at Third Floor, United Building, 177 President Street, Germiston, to the highest bidder. The conditions of sale will be read out by the auctioneer at the time of the sale and same can be inspected at the office of the Sheriff of the Supreme Court, prior to the sale:

Certain Erf 614, Albemarle Extension 2 Township, Registration Division IR, Province of Gauteng, area 1 025 (one thousand and twenty-five) square metres, situated at 6 Harvey Street, Albemarle Extension 2, Germiston.

*Improvements* (not guaranteed): Entrance hall, lounge, dining-room, study, kitchen, four bedrooms, two bath/w.c., single storey, shower, sun room, two garages, w.c., swimming-pool, carport, alarm, walls paving and tiled roof.

*Zone:* Residential.

1. The sale shall be subject to the terms and conditions of the Supreme Court's 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 7th day of March 1997.

H. James, for Blakes & Maphanga, Plaintiff's Attorney, Alberton, 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. AS003/120/Mr N. Parker/MB.)

Case No. 24203/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff, and  
NKUNA, PHATIMANI HERMAN, Defendant**

In pursuance of a judgment of the Supreme Court of South Africa, division of the Witwatersrand Local Division, dated 22 November 1996 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on 24 April 1997 at 10:00, at Ground Floor, 69 Jutta Street, Braamfontein, 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 330, Protea Glen Township, Registration Division IQ, Province of Gauteng, area 216 (two hundred and sixteen) square metres, situated at 330 Protea Glen, Protea, Johannesburg.

*Improvements* (not guaranteed): Lounge, kitchen, two bedrooms and bathroom/w.c.

*Zone:* Residential.

1. The sale shall be subject to the terms and conditions of the Supreme Court's 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 12th day of March 1997.

H. James, for Blakes & Maphanga, Plaintiff's Attorney, Alberton, 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/MK/AF041/16.)

Case No. 24965/93  
PH 267

IN THE HIGH 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 MALATSI, GEORGE, First Defendant, and MALATSI, MAPHIRI JOYCE, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court at 9 St Giles Street, Kensington B, on Friday, 25 April 1997 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the High Court, Sandton, at 10 Conduit Street, Kensington B:

Erf 612, Witkoppen Extension 6 Township, Registration Division IQ, Province of Gauteng, measuring 801 m<sup>2</sup>, held by the Defendants under Deed of Transfer T38459/91, being 612 Pearl Crescent, Witkoppen Extension 6.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom/w.c., dressing-room, patio and two garages.

**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 5th day of March 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. Z75931/JHBFCLS/Mr Abdinor/Ms Nkotsoe.)

Case No. 24204/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SA LTD, Plaintiff, and SEELA, NOMBUYISELO CASSANDRA, Defendant**

In pursuance of a judgment of the Supreme Court of South Africa (Division of the Witwatersrand Local Division) dated 21 November 1996 and a writ of execution issued thereafter, the immovable property listed hereunder will be sold without reserve in execution on 24 April 1997 at 10:00, at 69 Juta Street, Braamfontein, 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 Court prior to the sale:

Certain Erf 74, Naledi Extension 2 Township, Registration Division IQ, Transvaal, area 264 (two hundred and sixty-four) square metres, situated at 74 Naledi Extension 2, Soweto.

**Improvements** (not guaranteed): Lounge, kitchen, three bedrooms, bathroom and water closet.

Zone: Residential.

1. The sale shall be subject to the terms and conditions of the Supreme Courts Act and the rules made thereunder.
2. All bids will be accepted and the purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price in cash at the time of the sale.
3. The balance of the purchase price is payable against transfer to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished within fourteen (14) days after the date of sale.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the bondholder (if any) from date of sale to date of registration of transfer, as set out in the conditions 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, 32 Von Brandis Street, Second Floor, Johannesburg.

Dated at Alberton on this 7th day of March 1997.

H. James, for Blakes & Maphanga, Alberton, Plaintiff's Attorney, 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. (Fax 907-2081.) (Tel. 907-1522.) (Ref. Mr N. Parker/MK/AF041/17.)

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**Case No. 7013/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KRUGERSDORP HELD AT KRUGERSDORP

**In the matter between NBS BANK LIMITED, Plaintiff, and MADELEINE STRYDOM, Defendant**

Pursuant to judgment and a writ of execution the property, will be sold in execution on 23 April 1997 at 10:00, by the Sheriff at his office, Klaburn Court, 22B Ockerse Street, Krugersdorp, namely:

*Property:* Erf 387, Wentworth Park, Krugersdorp, measuring 1 457 m<sup>2</sup>, situated at 15 Shaft Street, Wentworth Park, Krugersdorp.

*Improvements* (not guaranteed): Lounge/dining-room, kitchen, five bedrooms, two bathrooms, two toilets, garage, two carports, servants' quarters with toilet and shower and swimming-pool.

*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/N117.)

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**Case No. 582/97**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KRUGERSDORP HELD AT KRUGERSDORP

**In the matter between NBS BANK LIMITED, Plaintiff, and THANDEKILE CYNTHIA PAYI, First Defendant, and M. J. MOKHOLWANE, Second Defendant**

Pursuant to a judgment and a writ of execution, the property, namely:

*Property:* Erf 11014, Kagiso Extension 6, measuring 701 m<sup>2</sup>, situated at 11014 Caledon Street, Kagiso Extension 6, Krugersdorp.

*Improvements* (not guaranteed): Lounge, dining-room, kitchen, three bedrooms, bathroom and toilet, will be sold in execution on 23 April 1997 at 10:00, by the Sheriff at his offices, Klaburn Court, 22B Ockerse Street, Krugersdorp.

*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/N160.)

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**Case No. 581/97**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KRUGERSDORP HELD AT KRUGERSDORP

**In the matter between NBS BANK LIMITED, Plaintiff, and LETSUTSU HILDA MATLAILA, Defendant**

Pursuant to judgment and a writ of execution, the property, namely:

*Property:* Portion 3 of Erf 209, Quelleripark, measuring 694 m<sup>2</sup>, situated at 38 Buston Street, Quelleriepark, Krugersdorp.

*Improvements* (not guaranteed): Lounge, dining-room, kitchen, three bedrooms, bathroom, toilet and garage, will be sold in execution on 23 April 1997 at 10:00, by the Sheriff at his offices, Klaburn Court, 22B Ockerse Street, Krugersdorp.

*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/N172.)

Case No. 4406/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON HELD AT ALBERTON

**In the matter between ABSA BANK LIMITED (ALLIED BANK Division), Plaintiff, and ROGER LECLERQ, First Defendant, and JOSIANE MARIE LOUISE LECLERQ, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate, Alberton, dated 19 October 1992 and writ of execution dated 19 October 1992, the following property will be sold in execution on Wednesday, 30 April 1997 at 10:00, at the offices of the Sheriff of the Magistrate's Court, 8 St Columb Street, New Redruth, Alberton, to the highest bidder, viz:

Certain Erf 444, South Crest Township, Registration Division IR, Province of Gauteng, measuring 905 square metres, held by Deed of Transfer T3860/1991 dated 1 February 1991.

*Street address:* 27 Boshoff Street, South Crest, Alberton.

*Zoning:* Residential.

*Special use or exemptions:* None.

The Judgment Creditor describes the improvements on the property, without any warranties, as follows: *Main building:* Entrance hall, lounge, dining-room, kitchen, four bedrooms, two bathrooms each with a toilet and shower. *Outbuildings:* Garage, servant's room with toilet and carport.

1. *Terms:* 10% (ten per cent) of the purchase price in cash at the sale, the balance plus interest at 19% (nineteen per cent) payable to date of payment, against registration of transfer, to be secured by a bank or building society guarantee to be furnished within 30 (thirty) days from the date of sale.

2. Conditions of sale, which will be read immediately prior to the sale, are lying for inspection at the offices of the Messenger of the Court.

Dated at Alberton on this 26th day of February 1997.

B. J. van der Walt & Schoeman, Plaintiff's Attorney, 4 Du Plessis Street, Florentia, Alberton. (Tel. 907-2329/907-2359.) (Ref. Mr Schoeman/Sue Cadem.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBERTON

All the sales in execution are to be held at the offices of the Sheriff of the Magistrate's Court, 8 St Columb Road, New Redruth, Alberton, on Wednesday, 30 April 1997 at 10:00:

**SAAMBOU BANK LIMITED is the Execution Creditor.**

The hereinafter mentioned properties/rights of leasehold will be put up for sale, the material conditions of sale being:

1. The property/right of leasehold shall be sold to the highest bidder without reserve, voetstoots and subject to the Magistrates' Courts Act, No. 32 of 1944.

2. The purchaser shall pay 20% (twenty per centum) of the purchase price plus the Sheriff's commission in cash or acceptable bank-guaranteed cheque on the date of sale and the balance plus interest at Plaintiff's current lending rates plus transfer costs transfer, to be secured by acceptable guarantees within fourteen (14) days of the sale.

3. The 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. 8160/96.**

**Judgment Debtors: TEBHO PAULUS MODISE and THUSO SELINA MODISE.**

*Property:* Erf 1703, Othandweni Extension 1 Township, Registration Division IR, Province of Gauteng, situated at 1703 Othandweni Extension 1, Tokoza.

*Improvements:* Lounge, two bedrooms, bathroom, kitchen and wire fencing.

*Outbuildings:* None.

**Case No. 8161/96.****Judgment Debtor: ZIBOPHILE DENIS LUBISI.**

*Property:* Erf 1414, Othandweni Extension 1 Township, Registration Division IR, Province of Gauteng, situated at 1414 Othandweni Extension 1, Alberton.

*Improvements:* Lounge, two bedrooms, bathroom and kitchen.

*Outbuildings:* None.

**Case No. 8113/96.****Judgment Debtor: HILDA ZINGISA NDABULA.**

*Property:* Erf 1589, Othandweni Extension 1 Township, Registration Division IR, Province of Gauteng, situated at 1589 Othandweni Extension 1, Tokoza.

*Improvements:* Lounge, three bedrooms, bathroom, kitchen and wire fencing.

*Outbuildings:* None.

**Case No. 6160/96.****Judgment Debtors: DUMISANI DAVID ZULU and PHUMLILE BONGEKILE ZULU.**

*Property:* Erf 3138, Tokoza Extension 1 Township, Registration Division IR, Province of Gauteng, situated at 3138 Tokoza Extension 1 Township.

*Improvements:* Lounge, two bedrooms, bathroom and kitchen. *Fence:* Concrete in front and fence at the sides.

*Outbuildings:* None.

**Case No. 6162/96.****Judgment Debtors: THATO MAXWELL DASHEKA and GEORGE THEMBA BUTHELEZI.**

*Property:* Erf 8210, Tokoza Township, Registration Division IR, Province of Gauteng, situated at 8210 Tokoza Township, Alberton.

*Improvements:* Lounge, three bedrooms, bathroom, kitchen and wire fence.

*Outbuildings:* None.

**Case No. 8115/96.****Judgment Debtors: FANIE DAVID KHUMALO and RAMOKONE ELIZABETH MOKGOTHO.**

*Property:* Erf 1397, Othandweni Extension 1 Township, Registration Division IR, Province of Gauteng, situated at 1397 Othandweni Extension 1, Tokoza.

*Improvements:* Lounge, two bedrooms, bathroom and kitchen.

*Outbuildings:* None.

**Case No. 8114/96.****Judgment Debtor: JOTHAM JABULANI KHOZA.**

*Property:* Erf 11079, Tokoza Extension 2 Township, Registration Division IR, Province of Gauteng, situated at 11079 Tokoza Extension 2, Alberton.

*Improvements:* Lounge, two bedrooms, bathroom and kitchen.

*Outbuildings:* None.

Dated at Alberton on this 26th day of February 1997.

B. J. van der Walt & Schoeman, Plaintiff's Attorneys, 4 Du Plessis Street, Florentia, Alberton. (Tel. 907-2329, 907-2359.)  
(Ref. Mr Schoeman/Sue Cadem.)

**Case No. 5525/96****PH 46-K49****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG****In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Judgment Creditor, and  
Mr PETRUS JOHANNES IMMELMAN, Judgment Debtor**

In pursuance of a judgment granted in the Magistrate's Court and a warrant of execution dated 1 August 1996, issued by the Court at Johannesburg, the following property will be sold in execution by the Sheriff of the Court, in front of the Alberton Sheriff's Offices, 8 St Columb Road, New Redruth, Alberton, to the highest bidder on 30 April 1997 at 10:00:

Certain Erf 529, Brackenhurst Extension 1 Township, Registration Division IR, Province of Gauteng, measuring 1 487 square metres, held by Deed of Transport T34508/1986 (known as 94 Van Bergen Street, Brackenhurst Extension 1, Alberton).

*Conditions of sale:*

1. The property shall be sold without reserve and to the highest bidder and shall be subject to the terms and conditions of the Magistrate's Court and the rules made thereunder and of the title deeds, in so far as these are applicable.

2. The following improvements on the property is reported but nothing is guaranteed: Single storey residence, consisting of lounge, family room, dining-room, study, kitchen, four bedrooms, two bathrooms, shower/w.c. Outbuilding consist of two garages, staff quarters and outside w.c.

3. *Terms:* The purchase price shall be paid as to 10% (ten per centum) thereof on the day of the sale to the Sheriff of the Court and the unpaid balance thereof, together with interest thereon from date of sale to date of registration of transfer at the rate of 18,25% (eighteen comma twenty-five per centum) per annum, shall within 30 (thirty) days be paid or secured by a bank or building society guarantee.

4. *Conditions:* The full conditions of sale may be inspected in the office of the Sheriff of the Court for Alberton, 8 St Columb Road, New Redruth, Alberton.

Dated at Johannesburg on this 7th day of February 1997.

Krowitz Perlow, Attorneys for Judgment Creditor, Second Floor, 14 New Street South (P.O. Box 2642), Johannesburg. (Tel. 833-7901/2/3/4.) (Ref. Mr C. A. Perlow/TK/N575.)

**Case No. 84779/95****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG****In the matter between BODY CORPORATE THE HATCH, Plaintiff, and LENGANA, L., Defendant**

On 18 April 1997 at 10:00, a public auction sale will be held in front of the entrance to the Magistrate's Court, Fox Street, Johannesburg, at which the Sheriff of the Court shall, pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain section 11, as shown and more fully described on Sectional Plan SS115/83, in the scheme known as The Hatch, situated at Bellevue Township, The Greater Johannesburg Transitional Metropolitan Council of which section the floor area according to the said Sectional Plan is 44 (forty-four) square metres in extent together with an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held by Deed of Transfer ST53445/1992, also known as 203 The Hatch, 115 Becker Street, Bellevue East, Johannesburg, measuring 44 (forty-four) square metres.

*Improvements* (which are not warranted to be correct and are not guaranteed): Bachelor flat under concrete tile roof consisting of room, bathroom and toilet and kitchen.

*Material conditions of sale are:*

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and subject thereto, the property will be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate of 20,25% (twenty comma two five per centum) per annum or if the claim of Nedcor Bank Limited exceeds the price, interest amounting to the same as interest at that rate on that claim subject to such interest not exceeding the maximum allowed by law.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of the sale be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request the fees of the Sheriff of the Court acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a certificate in terms of section 50 of the Local Government Ordinance (Transvaal), 1939, or any amendment thereto or substitution therefor.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liabilities shall pass to the purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Court, Johannesburg East, 69 Juta Street, Braamfontein, Johannesburg.

Dated at Johannesburg this 14th day of March 1997.

Mervyn J. Smith, Plaintiff's Attorney, Ground Floor, Law Chambers, 14 Nugget Street (off Anderson Street), City and Suburban (P.O. Box 9890), Johannesburg. (Tel. 334-4229.) (Ref. E.689/R. Rothquel.)

Case No. 98268/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG

**In the matter between BODY CORPORATE TWINBEK, Plaintiff, and CROSS, W. T., Defendant**

On 18 April 1997 at 10:00, a public auction sale will be held in front of the entrance to the Magistrate's Court, Fox Street, Johannesburg, at which the Sheriff of the Court shall, pursuant to a judgment of the Court in this action, warrant of execution issued in terms thereof and attachment in execution made thereunder, sell:

Certain Section 6, as shown and more fully described on Sectional Plan SS16/82, in the scheme known as Twinbek, situated at Regents Park Township, the Greater Johannesburg Transitional Metropolitan Council of which section the floor area according to the said sectional plan is 90 (ninety) square metres in extent together with an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan held by Deed of Transfer ST1120/1995, also known as 102 Twinbek, 91 Victoria Street, Regents Park, Johannesburg, measuring 90 (ninety) square metres.

*Improvements* (which are not warranted to be correct and are not guaranteed): Simplex under concrete tiled roof consisting of two bedrooms, bathroom, toilet, kitchen, lounge and dining-room combined and enclosed balcony.

*Material conditions of sale:*

1. The sale shall, in all respects, be governed by the Magistrates' Courts Act, 1944, and the rules made thereunder or any amendment thereof or substitution therefor and subject thereto, the property will be sold voetstoots to the highest bidder without reserve.

2. The price shall bear interest at the rate of 20,25% (twenty comma two five per cent) per annum or if the claim of ABSA Bank exceeds the price, interest amounting to the same as interest at that rate on that claim subject to such interest not exceeding the maximum allowed by law.

3. The purchaser shall be obliged to pay a deposit of 10% (ten per centum) of the price immediately after the sale and the balance of the price and interest shall, within 14 (fourteen) days of the date of the sale be paid or be secured by unconditional or approved bank and/or building society guarantee/s payable to the Sheriff of the Court and/or such other person/s as he requires on transfer of the property to the purchaser.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request the fees of the Sheriff of the Court acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, other costs of transfer and all such rates and taxes and other amounts as are payable to obtain a certificate in terms of section 50 of the Local Government Ordinance (Transvaal), 1939, or any amendment thereto or substitution therefor.

5. Possession and occupation of the property shall, subject to the rights of any existing tenant/s pass to the purchaser upon the sale being effected from which date all benefits, risks and liabilities shall pass to the purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Court, Johannesburg South, 100 Sheffield Street, Turffontein, Johannesburg.

Dated at Johannesburg this 13th day of February 1997.

Mervyn J. Smith, Plaintiff's Attorney, Ground Floor, Law Chambers, 14 Nugget Street (off Anderson Street), City and Suburban, Johannesburg; P.O. Box 9890, Johannesburg. (Tel. 334-4229.) (Ref. E.604/R. Rothquel.)

Case No. 23567/94

PH 158

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between BANK OF LISBON INTERNATIONAL LIMITED, Plaintiff,  
and ESTERHUIZEN, JUDITH MARIA, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held by the Sheriff of Heidelberg, and shall take place in front of the Magistrate's Offices, Frank Street, Balfour, Mpumalanga, on Friday, 11 April 1997 at 09:00, of the undermentioned property/ies on the conditions to be read out by the auctioneer at the time of the sale and which conditions of sale may be inspected at the offices of the Sheriff, prior to the sale:

An undivided half share in and to Portion 24 (a portion of Portion 21) of the farm Rietfontein 504, Registration Division IR, Gauteng, measuring 6,0000 (six comma nought nought nought nought) hectares, held under Deed of Transfer T22842/90, situated at Fortuna Spa, Portion 24 (a portion of Portion 21) of the farm Rietfontein 504.

The following information is furnished with regard to the improvements, though in this respect nothing is guaranteed:

**Comprising:** Two houses used for the senior staff, various smaller buildings occupied by staff. A dining-room seating between 40 and 50 pupils. A TV room, a kitchen with gas and electric operated stoves and a walk-in fridge. One of the buildings has been converted as a hostel and divided into rooms, sleeping between 40 and 50 pupils. There is an "old" workshop and a "new" workshop with a reception area and an office block. The property is electrically fenced in with a remote controlled electrical security gate.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of the sale; the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale.

Auctioneer's charges payable on the day of sale, to be calculated as follows: 5% (five per centum) 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 at Johannesburg this 13th day of February 1997.

Berlowitz Cross & Associates, Plaintiff's Attorneys, Third Floor, Willowbrook, Willowbrook Close, Melrose North (P.O. Box 2171), Saxonwold, 2132. (Tel. 788-4604/15/27.) (Ref. Mr A. Berlowitz/204.)

Case No. 1947/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KRUGERSDORP HELD AT KRUGERSDORP

**In the matter between UNIVERSAL CABLES CC, Plaintiff, and CRONIN, MICHAEL AUBREY, Defendant**

Pursuant to judgment and a writ of execution, the property namely:

Erf 258, Boksburg South Township, Registration Division IR, Gauteng, measuring 564 (five hundred and sixty-four) square metres, held under Title Deed T55319/1993, also known as 240 Solomon Avenue, Boksburg South; and

Erf 820, Sunward Park, Boksburg, Registration Division IR, Gauteng, measuring 898 (eight hundred and ninety-eight) square metres, held under Title Deed T50086/1991, also known as 17 Harmony Avenue, Boksburg;

will be sold in execution on 25 April 1997 at 11:15, at the Sheriff at his offices 182 Leeuwpoot Street, Boksburg.

**Conditions of sale:** The property shall be sold to the highest bidder, voetstoots, subject to the Magistrates' Courts Act, the conditions of sale and payment of a 10% (ten per cent) deposit.

Tinus Lombard Prokureur, Jotru Building, 55 Human Street, Krugersdorp. [Tel. (011) 953-3996/8.] [Fax (011) 953-3999.] (Verw. TL/LM/DV/lu15.)

Case No. 28299/93

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between ABSA BANK LTD trading as TRUSTBANK, Execution Creditor,  
and CLAASSENS, WILLEM JOHANNES JACOBUS, Execution Debtor**

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 30 May 1996, the following property will be sold in execution by the Sheriff of the Supreme Court, Germiston, on Wednesday, 23 April 1997 at 12:00, at the premises of the property, namely:

Portion 1 of Erf 126, Elandshaven Township, Province of Gauteng, measuring 510 (five hundred and ten) square metres, held under Deed of Transfer T9242/1993, and also known as 32 Bonzabay Street, Elandshaven, Germiston.

**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 Supreme Court's 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:* Residential property with tiled roof existing of lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. *Fencing:* Wire fencing.

3. 10% (ten per cent) of the purchase price and Sheriff's charges in cash or by way of a bank-guaranteed cheque on the day of the sale, and the balance plus interest at 21,25% (two one comma two five per cent) 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 of the Court, within 21 (twenty-one) days of date of sale.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Germiston, at c/o Symons, Saidman CC, 177 President Street, Germiston, Tel. (011) 873-4142/3.

Dated at Edenvale on this 13th day of March 1997.

M. P. Kotzé, for STM-Attorneys, Execution Creditor's Attorneys, Fourth Floor, Trust Bank Centre, corner of Victoria and Odendaal Street (P.O. Box 4343), Edenvale, 1610. (Ref. P. O. de Lange.)

Case No. 11278/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ROODEPOORT HELD AT ROODEPOORT

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and RENEE LETITIA KRAMM, First Defendant, and LEON FREDERIK KRAMM, Second Defendant**

In pursuance of a judgment in the above Honourable Court and a warrant of execution dated 28 January 1997, the following property will be sold in execution by the Deputy of the Court, Roodepoort, on 18 April 1997 at 10:00, at 182 Progress Avenue, Lindhaven, to the highest bidder, namely:

(a) A unit consisting of Section 41, as shown and more fully described on Sectional Plan SS41/87, in the scheme known as Westersig, in respect of the land and building or buildings situated at Discovery Township in the area of the Greater Johannesburg Transitional Metropolitan Council, of which section the floor area, according to the said sectional plan, is 92 (ninety-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, held by Defendants under Title Deed ST28079/1991.

The property is zoned Residential 1 and situated at 7 Westersig, Mun Street, Roodepoort, and consists of lounge and dining-room combined, bathroom, three bedrooms, kitchen, tiled roof, face brick walls, steel window frames and precast walls, although no guarantee in connection with this is given.

**Material conditions of sale:** 10% (ten per cent) of the purchase price and auctioneer's charges in cash on the day of the sale and the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished to the Deputy of the Court, within 21 (twenty-one) days from the date of sale.

The conditions of sale are open for inspection at the offices of the Deputy of the Court, Roodepoort.

Dated at Roodepoort on this 18th day of March 1997.

A. M. Claassen, for Claassen Coetzee, Plaintiff's Attorneys, Unit 10, Panorama Office Estate, Kudu Street, Allen's Nek (P.O. Box 1516), Strubensvallei. (Tel. 475-1421.) (Ref. AMC/F60034/105/96.)

Case No. 27267/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between COMMUNITY BANK, Execution Creditor, and VUSUMUZI CORNELIUS SHANGE, First Execution Debtor, BUSISIWE ANNA SIBAMBA, 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 Deputy Sheriff's Office, Westonaria, on 18 April 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the Deputy Sheriff, 50 Edwards Avenue, Westonaria, prior to the sale:

All right, title and interest in the leasehold in respect of Erf 1660, situated in the Township of Lawley Extension 1, Registration Division IQ, Province of Gauteng, being Erf 1660, Lawley Extension 1 Township, measuring 406 (four hundred and six) square metres.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A detached single storey, brick built residence with concrete tiled roof, comprising kitchen, lounge, two bedrooms, bathroom and separate toilet.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from 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) and minimum charges of R260 (two hundred and sixty rand).

Dated at Johannesburg on this 13th day of March 1997.

Mashile Ntlhoro Inc., Execution Creditor's Attorneys, Fourth Floor, Zambesi House, 44 Von Wielligh Street, Johannesburg, 2001; P.O. Box 621, Johannesburg, 2000. [Tel. (011) 331-7451.] (Fax 331-1921.) (Docex 555) (Ref. Mr Mashile/tbm/B2315.)

Saak No. 99299/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK JOHANNESBURG GEHOU TE JOHANNESBURG

**In die saak tussen MERCANTILE BANK BEPERK, Vonnisskuldeiser, en MTUTUZELI AGRIPPA KODISANG, Eerste Vonnisskuldenaar, en BUSISWE KODISANG, Tweede Vonnisskuldenaar**

Hiermee word kennis gegee dat ingevolge 'n uitspraak van die Landdroshof in bogenoemde saak op 25 Oktober 1996 en in ten uitvoerlegging van 'n lasbrief vir uitwinning sal die Balju van Vereeniging, op Woensdag, 23 April 1997 om 10:00, en te die kantore van die Balju, Vereeniging, Beaconsfieldlaan 41A, Vereeniging, geregtelik verkoop, sonder 'n reserweprys:

**Sekere Gedeelte** 16 van Erf 6150, Ennerdale-uitbreiding 8-dorpsgebied, Registrasieafdeling IQ, provinsie Gauteng, groot 305 (driehonderd-en-vyf) vierkante meter, gehou kragtens Transportakte T57730/1995.

Die eiendom is geleë te Gedeelte 16, Erf 6150, Ennerdale-uitbreiding 8-dorpsgebied, en is 'n woonplek bestaande uit teëldakwoning: Twee slaapkamers, badkamer, kombuis en TV-kamer.

1. Die koper moet op die dag van verkoping die volgende bedrae in kontant of per bankgewaarborgde tjek betaal:

1.1 'n Deposito van 10% (tien persent) van die koopprys; en

1.2 afslaaerskommissie ten bedrae van 5% (vyf persent) van die opbrengs van die verkoping met 'n minimum bedrag afslaaersgelde van R50 (vyftig rand).

2. Die koper moet die volgende bedrae op aanvraag van die prokureur van die Vonniskskuldeiser voor transport van die eiendom betaal:

2.1 Alle agterstallige heffings, belastinge, 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; en

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 Beaconsfieldlaan 41A, Vereeniging, of by die perseel van die prokureurs M. T. de Bruin Prokureurs, Greenwaystraat 12, Greenside, Johannesburg.

Geteken te Johannesburg op hierdie 19de dag van Maart 1997.

M. T. de Bruin, vir M. T. de Bruin Prokureurs, Greenwaystraat 12, Greenside, Johannesburg; Posbus 85527, Emmarentia, 2029. (Tel. 646-8302/646-8399.) (Verw. mnr. De Bruin/MDB/M712.97.)

Case No. 28059/96

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and COETZEE, DAVID RATTARY, First Defendant, and COETZEE, DENISE CATHERINE, 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 for Vereeniging, at Overvaal, 28 Kruger Avenue, Vereeniging, on Thursday, 24 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 Portion 35 (a portion of Portion 27) of the farm Rietspruit 152, Registration Division IR, Province of Gauteng, area 8,5653 hectares.

*Improvements:* Not guaranteed.

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) of 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 12th day of March 1997.

Dykes Daly Roodepoort/Krugersdorp, Plaintiff's Attorneys, c/o Dykes Daly Johannesburg, Eighth Floor, 66 Smal Street, Johannesburg. (Tel. 955-4787.) (Ref. Mr J. van Heerden/lg/E2427/1342/96.)

Case No. 1367/97

#### IN THE SUPREME COURT OF SOUTH AFRICA

(Witwatersrand Local Division)

**In the matter between NBS BANK LIMITED, Plaintiff, and DEFTORVAL DEVELOPMENTS CC, 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 Sandton, 9 St Giles Street, Kensington B, Randburg, on Friday, 25 April 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 offices of the Sheriff of the Supreme Court, 10 Conduit Street, Kensington B, Randburg, prior to the sale:

Certain Remaining extent of Portion 244 (a portion of Portion 75) of the farm Zevenfontein 407, Registration Division JR, Province of Gauteng, area 1,1669 hectares, situated at Mulbarton Road, Beverley Estates, Sandton.

**Improvements** (not guaranteed): Single-storey dwelling under tiles consisting of lounge, dining-room, study, family room, guest toilet, dressing-room, kitchen, four bedrooms, four bathrooms, two showers, four toilets, floor coverings, fitted carpets/tiles, plus cottage consisting of living-room/dining-room, kitchen, bedroom, bathroom. **Outbuildings:** Two carports, staff quarters with toilet, swimming-pool, paving, borehole, intercom, automatic gates and fenced/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 5th day of March 1997.

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/ijN0070.)

**Case No. 18877/96**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
WILLS, ANTHONY DAVID, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division) in this suit, a sale without reserve will be held at the office of the Sheriff of the Supreme Court for Germiston South, at 177 President Street, Third Floor, United Building, Germiston, on Monday, 21 April 1997 at 10:30, 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 Portion 12 of Erf 933, Delville Township, Registration Division IR, Province of Gauteng, area 406 square metres.

**Improvements** (not guaranteed).

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 days from the date of sale.

Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) of 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 12th day of March 1997.

Dykes Daly Roodepoort/Krugersdorp, Plaintiff's Attorneys, c/o Dykes Daly-Johannesburg, Eighth Floor, 66 Smal Street, Johannesburg. (Tel. 955-4787.) (Ref. Mr J. van Heerden/lg/F2401/1153/96.)

**Case No. 9645/96**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SPRINGS HELD AT SPRINGS**

**In the matter between FIDELITY BANK LIMITED (Reg. No. 94/00929/06), Plaintiff, and  
HENDRIK JOHANNES VAN WYK, Defendant**

Pursuant to a judgment granted by the above Honourable Court, the undermentioned property will be sold on 25 April 1997 at 15:00, at the office of the Sheriff, 66 Fourth Street, Springs, to the highest bidder.

The complete conditions of sale may be inspected at the office of the Sheriff.

Certain Erf 140, Modder East Township, Registration Division IR, Province of Gauteng, measuring 1 540 (one thousand five hundred and forty) square metres, held under Deed of Transfer T40558/1989 (known as 69 Outeniqua Road, Eastvale, Springs).

**Zoning:** Business.

**Description of property:** Brick building, tiled roof with office, sick-room, toilet with basin, six class rooms, four bathrooms, washing-room, sick bay, kitchens, maids room with toilet and two carports.

Dated this 17th day of March 1997.

I. M. Hutchesson, 170 Prince's Avenue, Western Extension, Benoni. (Tel. 422-2934/5.)

Case No. 23831/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and NGONYAMA, MMHLUPHEKI AMOS, First Defendant, and NGONYAMA CONSTANCE, 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 for Germiston South, at Second Floor, United Building, 177 President Street, Germiston, on Monday, 21 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 Portion 118 (a portion of Portion 4) of Erf 132, Klipportje Agricultural Lots Township, Registration Division IR, Province of Gauteng, area 993 square metres.

*Improvements:* (Not guaranteed).

*Terms:* 10% (ten per cent) of the purchase price in cash on the day of the sale; the balance and interest on the full purchase price at current bond rates payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within 14 (fourteen) days from the date of sale. Auctioneer's charges are payable on the day of the sale and calculated at 5% (five per cent) on the proceeds of the sale up to a price of R30 000 and thereafter 3% (three per cent) to a maximum fee of R7 000 and a minimum of R260.

Dated at Johannesburg on this 4th day of March 1997.

Dykes Daly Roodepoort/Krugersdorp, c/o Dykes Daly – Johannesburg, Plaintiff's Attorneys, Eighth Floor, 66 Smal Street, Johannesburg. (Tel. 955-4787.) (Ref. Mr J. van Heerden/Ig/F2416/1244/96.)

Case No. 15221/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG

**In the matter between FIDELITY BANK LIMITED (Reg. No. 94/00929/06), Plaintiff, and BONGINKOSI MILTON THWALA, First Defendant, and SIHLE GRACE THWALA, Second Defendant**

Pursuant to a judgment granted by the above Honourable Court, the undermentioned property will be sold on 25 April 1997 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder. The complete conditions of sale may be inspected at the office of the Sheriff:

Certain Erf 672, Windmill Park Extension 1 Township, Registration Division IR, Province of Gauteng, measuring 1 174 (one thousand one hundred and seventy-four) square metres, held under Deed of Transfer T53555/1994 (known as 57 Cameron Street, Windmill Park, Boksburg).

*Zoning:* Residential.

*Description of property:* Brick under tile dwelling comprising three bedrooms, two bathrooms and toilets, combined living and dining-room, kitchen and single garage.

Dated on this 14th day of March 1997.

I. M. Hutchesson, 170 Prince's Avenue, Western Extension, Benoni. (Tel. 422-2934/5.) (Ref. IFO181.)

Case No. 13501/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BOKSBURG HELD AT BOKSBURG

**In the matter between FIDELITY BANK LIMITED (Reg. No. 94/00929/06), Plaintiff, and THABO ANDREW MAPHOPHE, Defendant**

Pursuant to a judgment granted by the above Honourable Court, the undermentioned property will be sold on 25 April 1997 at 11:15, at the office of the Sheriff, 182 Leeuwpoot Street, Boksburg, to the highest bidder. The complete conditions of sale may be inspected at the office of the Sheriff:

Certain unit consisting of:

(a) Section 1, as shown and more fully described on Sectional Plan SS151/1993, in the scheme known as Erf 164 Windmill Park, in respect of the land and building or buildings situated at Windmill Park Extension 3 Township, in the area of the local authority of the Transitional Local Council of Boksburg, of which section the floor area, according to the said sectional plan is 46 (forty-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, held under Deed of Transfer ST37596/1993 (known as 267 De Waal Drive, Windmill Park, Boksburg).

*Zoning:* Residential.

*Description of property:* Brick, plastered under tile dwelling, comprising two bedrooms, bathroom, living-room and kitchen. Dated this 20th day of March 1997.

I. M. Hutchesson, 170 Prince's Avenue, Western Extension, Benoni. (Tel. 422-2934/5.) (Ref. IFO300/798.)

Case No. 30171/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and THOMAS, RAYMOND WALLACE, First Defendant, and THOMAS, SULAYLA, Second 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 at 69 Juta Street, Braamfontein, on 24 April 1997 at 10:00, of the undermentioned property of the Defendants on 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:

Erf 1118, Crosby Township, Registration Division IQ, Province of Gauteng, situated at 11 Neptune Avenue, Crosby, Johannesburg, measuring 541 (five hundred and forty-one) square metres.

The following information is furnished in respect of the improvements, though nothing is guaranteed: Dwelling consisting of lounge, dining-room, two bedrooms, bathroom with toilet and kitchen.

The property is zoned Residential.

Dated at Johannesburg on this 14th day of March 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-495.)

Case No. 28213/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and DIBETSO, REGINA, First Defendant, and DIBETSO, MOJABENG MARTHA, Second 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 at 69 Juta Street, Braamfontein, on 24 April 1997 at 10:00, of the undermentioned property of the Defendants on 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 18058, Diepkloof Township, Registration Division IQ, Province of Gauteng, measuring 257 (two hundred and fifty-seven) square metres.

The following information is furnished in respect of the improvements, though nothing is guaranteed: Dwelling consisting of lounge, two bedrooms, bathroom with toilet, kitchen and garage.

The property is zoned Residential.

Dated at Johannesburg on this 11th day of March 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-466.)

Case No. 21031/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and MABOGOLA, NEO AMBROSE, First Defendant, and MABOGOLA, RUTH, Second 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 at 69 Juta Street, Braamfontein, on 24 April 1997 at 10:00, of the undermentioned property of the Defendants on 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:

Lot 1705, Protea North Township, Registration Division IQ, Province of Gauteng, measuring 276 (two hundred and seventy-six) square metres.

The following information is furnished in respect of the improvements, though nothing is guaranteed: Dwelling consisting of lounge, three bedrooms, two bathrooms with toilets and kitchen.

The property is zoned Residential.

Dated at Johannesburg on this 11th day of March 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-330.)

### VERKOPINGS

Al die verkopings sal gehou word by die kantore van die Balju, Beaconsfieldlaan, Vereeniging, 1939, op Woensdag, 30 April 1997 om 10:00:

#### Eksekusiekrediteur: LIBERTY LIFE

Die hiernagenoemde eiendomme sal vir verkoping aangebied word, waarvan die materiële voorwaardes van die verkoping soos volg is:

Geen waarborg of versekering met betrekking tot die aard van die verbeterings word gegee nie.

(a) Die verkoping sal deur publieke veiling gehou word en sonder reserwe en sal voetstoots wees.

(b) Die prys sal rentedraend wees teen die huidige koers van tyd tot tyd in terme van die verband oor die eiendom gehou deur die Eiser vanaf datum van verkoping tot datum van betaling.

(c) Onmiddellik na die verkoping sal die koper die voorwaardes van verkoping teken wat by die Balju se kantoor, Vereeniging, nagegaan mag word.

(d) Die koper sal alle bedrae wat nodig word om oordrag van die eiendom te verkry betaal, insluitende alle oordragskoste, hereregte, terreinhuur en ander kostes verskuldig aan die Plaaslike Owerheid, rente ensovoorts.

(e) Die koopprys sal betaalbaar wees teen 10% (tien persent) daarvan of R400 (vierhonderd rand), watter een ook al die meerdere is, tesame met die Balju se kostes van 4% (vier persent) van die koopprys, onmiddellik na die verkoping, in kontant of deur 'n bankgewaarborgde tjek, en die onbetaalde balans tesame met rente op die algehele koopprys betaalbaar word of verseker word deur 'n bank- of bougenootskapwaarborg binne 14 (veertien) dae vanaf datum van die verkoping.

(f) In gebreke met die bepalinge van die voorwaardes van verkoping, mag die verkoper verplig wees om 10% (tien persent) van die koopprys te betaal as rouwkoop.

(g) Die volledige voorwaardes van verkoping is beskikbaar vir inspeksie by die kantoor van die Balju, Vereeniging.

**Saak No.: 6222/96.**

**Vonnisskuldenaar: K. J. LEGODI, en A. A. LEGODI.**

*Eiendom:* Gedeelte 60 van Erf 5447, Ennerdale-uitbreiding 9, Registrasieafdeling IQ, provinsie Gauteng, groot 450 (vierhonderd-en-vyftig) vierkante meter.

*Beskrywing van eiendom:* Drie slaapkamerwoning sonder motorhuis.

*Straatadres van eiendom:* Samuelstraat 4, Ennerdale-uitbreiding 9, distrik Vereeniging.

*Rente op vonnisskuld:* 18,25%.

L. M. Barnard, vir Snijman & Smullen, Eiser se Prokureur, Barclays Sentrum, Lesliestraat 29 (Posbus 38), Vereeniging, 1930. (Verw. mev. Davel/L517.)

**Saak No. 26402/96**

### IN DIE HOOGGEREGSHOF VAN SUID-AFRIKA

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MOSTERT, CAREL HENDRIK, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 6 Februarie 1997 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Wes, op 24 April 1997 om 10:00, te Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria, verkoop:

Sekere Gedeelte 7 van Erf 137, in die dorpsgebied Philip Nel Park, Registrasieafdeling JR, Gauteng, beter bekend as Johan Hagerplek 85, Philip Nel Park, Pretoria, groot 337 (driehonderd sewe-en-dertig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n sitkamer, twee slaapkamers, badkamer/wk en kombuis.

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 Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/RK (FF 1195).]

**Saak No. 26407/96**

**IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en ROETS, MARIA, Verweerder**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 12 Februarie 1997 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Wes, op 24 April 1997 om 10:00, te Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria, verkoop:

Sekere Deel 23, soos getoon en vollediger beskryf op Deelplan SS127/81 in die skema bekend as Paradise Court, beter bekend as Paradise Court 307, Servaasstraat 544, Pretoria-Wes, groot 63 (drie-en-sestig) vierkante meter.

Die eiendom is verbeter en bestaan uit 'n sitkamer, slaapkamer, badkamer/wk, kombuis en toe balkon.

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 Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/RK (FF 1197).]

**Saak No. 18541/96**

**IN DIE HOOGEREGSHOF VAN SUID-AFRIKA**

(Transvaalse Provinsiale Afdeling)

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en BEGEMANN, SIMON FREDERIK, Eerste Verweerder, en BEGEMANN, ANNA CHRISTINA, Tweede Verweerderes**

Kennis word hiermee gegee dat ingevolge 'n uitspraak van die Hooggeregshof van Suid-Afrika (Transvaalse Provinsiale Afdeling) in bogemelde saak op 30 September 1996 en ter uitvoering van 'n lasbrief tot uitwinning sal die Balju, Pretoria-Wes, op 24 April 1997 om 10:00, te Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria, verkoop:

Sekere Deel 12, soos getoon en vollediger beskryf op Deelplan SS135/81, in die skema bekend as Adelinehof, beter bekend as Adelinehof 16, Slegtkampstraat 379, Hermanstad, groot 58 (ag-en-vyftig) vierkante meter.

*Sonering:* Woonstel.

Die eiendom is verbeter en bestaan uit 'n woonstel bestaande uit 'n sitkamer, kombuis, badkamer, twee slaapkamers en 'n toe tuin.

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 Olivettigebou 607, hoek van Pretorius- en Schubartstraat, Pretoria.

Dyason, Prokureurs vir Eiser, Leopont, Kerkstraat-Oos 451, Pretoria. (Tel. 322-8600.) [Verw. T. du Plessis/AN (FF 0973).]

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**CAPE • KAAP**


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**Saak No. 5088/90****IN DIE LANDDROSHOF VIR DIE DISTRIK VAN PAARL GEHOU TE PAARL**

**In die saak tussen NEDCOR BANK BPK, Vonnisskuldeiser, en ERNEST SEPTEMBER, Eerste Vonnisskuldenaar, en JAKOBA SEPTEMBER, Tweede Vonnisskuldenaar**

Geliewe kennis te neem dat ter uitvoering van 'n uitspraak van die Landdros te Paarl, in bogemelde saak, sal 'n veiling van die volgende onroerende eiendom gehou word op Dinsdag, 29 April 1997 om 10:00, te Fransstraat 5, Paarl:

Restant Erf 5679, Paarl, in die munisipaliteit en afdeling Paarl, groot 952 (negehonderd twee-en-vyftig) vierkante meter, gehou deur die Vonnisskuldenaars kragtens Transportakte T26273/85, en geleë te Fransstraat 5, Paarl, onderworpe aan die veilingvoorwaardes hieronder uiteengesit.

Die volgende verbeteringe op die eiendom word aangegee maar nie gewaargborg nie: 'n Woonhuis bestaande uit sitkamer, eetkamer, studie, vier slaapkamers, kombuis en badkamer.

**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 reëls daaronder uitgevaardig en aan die voorwaardes vervat in die Transportakte ten opsigte van die eiendom.

2. Die volle koopprijs plus afslaerkommissie is betaalbaar deur die koper in kontant, bankgewaargborgde tjek of aanvaarbare bankwaargborg 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 aanspreeklike 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, Paarl.

Gedateer te Paarl hierdie 4de dag van April 1997.

Gaum & Nel, Prokureurs vir Vonnisskuldeiser, Hoofstraat 345, Paarl.

**Case No. 1823/96****IN THE MAGISTRATE'S COURT FOR THE DISTRICT PORT ELIZABETH HELD AT PORT ELIZABETH****NEDCOR BANK LIMITED versus NDILEKA NDONGENI**

In pursuance of a judgment dated 17 January 1997, and an attachment, on 11 March 1997, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction, on Friday, 25 April 1997 at 14:15:

Erf 674, Ibhayi, Municipality and Division of Port Elizabeth, in extent 252 (two hundred and fifty-two) square metres, situated at 674 Site and Service, kwaZakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an asbestos roof, consisting of two bedrooms, toilet, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court-North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% (ten per cent) on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 21 days of sale. Sheriff's charges (5% on the first R30 000 and thereafter 3% to a maximum of R7 000 with a minimum of R260 plus VAT) are also payable on date of sale.

Dated on this 14th day of March 1997.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 30208/92

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT PORT ELIZABETH HELD AT PORT ELIZABETH

**NEDCOR BANK LIMITED versus TAMSANQA GILBERT SOLWANDLE**

In pursuance of a judgment dated 17 October 1992, and an attachment, on 7 August 1996, the right of the leasehold to the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 25 April 1997 at 14:15:

Erf 50117, kwaZakhele, Administrative District of Port Elizabeth, in extent 324 (three hundred and twenty four) square metres, situated at 50117 Salamntu Street, kwaZakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an iron roof, consisting of four bedrooms, two bathrooms, kitchen and two garages.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court-North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% (ten per cent) on the date of sale, the balance, including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's Attorneys to be furnished within 21 days of sale. Sheriff's charges (5% on the first R30 000 and thereafter 3% to a maximum of R7 000 with a minimum of R260 plus VAT) are also payable on date of sale.

Dated on this 14th day of March 1997.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

Case No. 11286/96

## 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, Plaintiff, and LESTER MARTIN, First Defendant, and CRYSTAL ADRIAANSE, Second Defendant**

In the above matter a sale will be held on Friday, 2 May 1997 at 11:00, at the site being 47 Verdi Close, Pasadena, Strandfontein:

Erf 49649, Mitchells Plain in the City of Cape Town, Cape Division, Western Cape Province, being 47 Verdi Close, Pasadena, Strandfontein, measuring 277 (two hundred and seventy-seven) square metres, held by the Defendants under Deed of Transfer T68693/1994.

**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 current bank rate 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): Brick building under tiled roof, consisting 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 at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain, and at the offices of the undersigned.

Dated at Grassy Park this 28th day of February 1997.

E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Tel. 706-2873/4/5.) (Ref. E. W. Domingo/mr.)

Saak No. 23005/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

**In die saak tussen ABSA BANK BEPERK, handeldrywend as UNITED BANK, Eiser, en WESSEL FRANCOIS SYFERT, Verweerder**

In die gemelde saak sal 'n veiling gehou word op 30 April 1997 om 12:15, te Nelsonstraat 8, Parow:

Restant van Erf 3780, Parow, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur Parow, afdeling Kaap, provinsie Wes-Kaap, groot 487 vierkante meter, gehou deur die Verweerder kragtens Transportakte T4325/86.

**Verkoopvoorwaardes:**

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelakte.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die balans van die koopprys tesame met rente daarop teen 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, eetkamer en 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, Bellville en in die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 12de dag van Maart 1997.

Marais Müller, Prokureur vir Eiser, 19de Verdieping, Cartwright's Cornergebou, Adderleystraat, Kaapstad. (Verw. T. R. de Wet/ms/Z00576.)

**Saak No. 8824/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY**

**In die saak tussen D. OBARAY, Eiser, en T. O. VIEWE, Verweerder**

Kragtens 'n uitspraak van die Hof van die Landdros, Kimberley, op 3 Desember 1996 en lasbrief vir eksekusie sal die volgende eiendom in eksekusie verkoop word op Donderdag, 24 April 1997 om 10:00, voor die Landdroskantoor, te Kimberley, deur die Balju, Kimberley aan die persoon wat die hoogste aanbod maak naamlik:

Sekere Erf 18683, Kimberley, geleë in die munisipaliteit en administratiewe distrik Kimberley, beter bekend as Cypressweg 20, Floors, Kimberley, groot 392 (driehonderd twee-en-negentig) vierkante meter, gehou kragtens Transportakte T1925/1989.

Die verkoopvoorwaardes lê ter insae by die Eiser se Prokureur en by die Balju, Woodleystraat 36, Kimberley.

Geteken te Kimberley op hierdie 12de dag van Maart 1997.

K. J. Spangenberg, vir Van de Wall & Vennote, Van de Wallgebou, Southeystraat, Kimberley, 8301.

**Saak No. 6224/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY**

**In die saak tussen TELKOM SA BEPERK, Eiser, en J. A. CASSIM, Verweerder**

Kragtens 'n uitspraak van die Hof van die Landdros, Kimberley, op 23 Oktober 1996, en lasbrief vir eksekusie, sal die volgende eiendom in eksekusie verkoop word op Donderdag, 24 April 1997 om 10:00, voor die Landdroskantoor, Kimberley, deur die Balju, Kimberley, aan die persoon wat die hoogste aanbod maak naamlik:

Sekere Erf 21633, Kimberley, geleë in die Munisipaliteit en Administratiewe Distrik van Kimberley, beter bekend as Cameliastraat 10, Kimberley, groot 469 (vierhonderd nege-en-sestig) vierkante meter, gehou kragtens Transportakte T936/91.

Onderworpe aan Verbandakte B985/91 ten gunste van United Bouvereniging.

Die verkoopvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

Geteken te Kimberley op hierdie 12de dag van Maart 1997.

K. J. Spangenberg, vir Van de Wall & Vennote, Van de Wallgebou, Southeystraat, Kimberley, 8301. (Verw. mnr. K. Spangenberg/ZLR/ZD7813.)

**Saak No. 377/97**

**IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY**

**In die saak tussen SAAMBOU BANK, Eiser, en M. J. COMBRINCK, Eerste Verweerder, en M. M. COMBRINCK, Tweede Verweerder**

Kragtens 'n uitspraak van die Hof van die Landdros, Kimberley, op 12 Februarie 1997, en lasbrief vir eksekusie, sal die volgende eiendom in eksekusie verkoop word op Donderdag, 24 April 1997 om 10:00, voor die Landdroskantoor, Kimberley, deur die Balju, Kimberley, aan die persoon wat die hoogste aanbod maak naamlik:

Sekere Erf 4025, Kimberley, geleë in die Munisipaliteit en Administratiewe Distrik van Kimberley, beter bekend as Niobestraat 10, Kimberley, groot 744 (sewehonderd vier-en-veertig) vierkante meter, gehou kragtens Transportakte T8349/1993.

Onderworpe aan Verbandakte B1964/1995 ten gunste van Saambou Bank.

Die verkoopvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

Geteken te Kimberley op hierdie 12de dag van Maart 1997.

K. J. Spangenberg, vir Van de Wall & Vennote, Van de Wallgebou, Southeystraat, Kimberley, 8301. (Verw. mnr. K. Spangenberg/ZLR/ZD8009.)

Case No. 9938/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

**ABSA BANK LIMITED, trading as UNITED BANK versus ZAIBONESA MOOSA**

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 Cape Town, on Thursday, 24 April 1997 at 09:00:

Remainder Erf 13029, Cape Town, at Woodstock, in the Municipality of Cape Town, in extent 152 (one hundred and fifty-two) square metres, held by Deed of Transfer T62906/93 and situated at 12 Clarence Road, Woodstock, 7925.

*Conditions of sale:*

1. The full conditions of sale will be read out immediately prior to the sale and will be available for inspection at the offices of the Sheriff, Cape Town.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising lounge, dining-room, 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 6th day of March 1997.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z27100.)

Saak No. 9750/96

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en J. I. W. CONRADIE, Eerste Verweerder, en E. P. CONRADIE, Tweede Verweerder**

Die volgende eiendom sal in eksekusie verkoop word op die perseel, Jakarandastraat 2A, Protea Hoogte, Brackenfell, Wes-Kaap, op Vrydag, 25 April 1997 om 13:30, aan die hoogste bieder:

Erf 8056, Brackenfell, groot 318 vierkante meter, gehou kragtens T91682/1994, geleë te Jakarandastraat 2A, Protea Hoogte, Brackenfell, Wes-Kaap.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: *Woonhuis:* Sit-/eetkamer, kombuis, drie slaapkamers, badkamer en enkelmotorhuis.

2. *Betaling:* Tien persent (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 20,25% (tweintig komma twee vyf persent) bereken op die Vonnisskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag] teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 (veertien) dae vanaf die verkoping afgelewer moet word.

3. Die Balju sal van enige bieder vereis om die 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 geleë ter insae in die kantoor van die Balju.

F. P. Esterhuyse, vir Steyl Prokureurs, Edwardstraat 130, Bellville. [Tel. (021) 919-0336.]

Case No. 16963/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**ABSA BANK LIMITED, trading as UNITED BANK versus XOLISILE SHABALALA**

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 Thursday, 24 April 1997 at 10:00:

Erf 1878, Mandalay, in the Local Area of Mandalay, in extent 600 (six hundred) square metres, held by Deed of Transfer T1796/92 and situated at 3 Summer Place, Mandalay, 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 North.

2. The following improvements on the property are reported but nothing is guaranteed: A dwelling comprising 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 14th day of February 1997.

G. Visser, for Malan Laàs & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00625.)

Case No. 21465/96

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, Plaintiff, and JEFFREY COX, First Defendant, and JENNIFER MARGARET COX, married in community of property to each other, Second Defendant**

In the above matter a sale will be held on Thursday, 24 April 1997 at 10:00, at the Court-house, Mitchells Plain:

Erf 36374, Mitchells Plain, in the City of Cape Town, Cape Division, Western Cape Province, being 1 Etna Close, Tafelsig, Mitchells Plain, measuring one hundred and sixty-eight (168) square metres, held by Defendants under Deed of Transfer T79275/92.

*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 current bank rate 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): Semi-detached brick building under asbestos roof, consisting of three bedrooms, bathroom, toilet, kitchen and lounge.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain, and at the offices of the undersigned.

Dated at Grassy Park this 27th day of February 1997.

E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Tel. 706-2873/4/5.) (Ref. E. W. Domingo/mr.)

Case No. 20736/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**ABSA BANK LIMITED, trading as TRUSTBANK versus MERYE SIMONS**

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 Mitchells Plain, on Thursday, 24 April 1997 at 10:00:

Portion 89 (a portion of Portion 15), of the Farm 787, in extent 4 050 (four thousand and fifty) square metres, held by Deed of Transfer T17640/92 and situated at 8 Kraans Duinun, Westridge, 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 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% (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 5th day of March 1997.

G. Visser, for Malan Laas & Scholtz, Plaintiff's Attorney, 2 Park Alpha, Du Toit Street, Bellville. [Tel. (021) 946-3165.] (Ref. GJV/SG Z00794.)

**Case No. 21513/96**

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, Plaintiff, and JOHN WILLIAM MARTHEZE, Defendant**

In the above matter a sale will be held on Tuesday, 22 April 1997 at 10:00, at the Court-house, Mitchells Plain:

Erf 19086, Mitchells Plain in the area of the City of Cape Town, Cape Division, Province of the Western Cape, being 9 Firethorn Street, Lentegur, Mitchells Plain, measuring by Defendant under Deed of Transfer T38657/96.

*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 stand 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 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): Brick dwelling with tiled roof consisting of three bedrooms, lounge, kitchen and bathroom/toilet.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected at the offices of the Sheriff of the Magistrate's Court, Mitchells Plain and at the offices of the undersigned.

Dated at Grassy Park on this 10th day of February 1997.

E. W. Domingo & Associates, Plaintiff's Attorneys, 10 Market Street, Grassy Park. (Tel. 706-2873/4/5.) (Ref. E. W. Domingo/mr.)

**Case No. 4201/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between NBS BANK LIMITED, Plaintiff, and D. MAY, First Defendant, and D. A. MAY, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Mitchells Plain and writ of execution dated 12 November 1996, the property listed hereunder will be sold in execution on 24 April 1997 at 10:00, at Mitchells Plain Magistrate's Court, to the highest bidder:

Certain Erf 965, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Cape Division, Western Cape Province and situated at 6 Theatre Crescent, Westgate, Mitchells Plain, in extent 437 (four hundred and thirty-seven) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Brick building, tiled roof, lounge, kitchen, two bedrooms, bathroom and separate toilet.

*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 on this 26th day of February 1997.

Heyns & Partners Inc., Attorneys for Plaintiff, 168 Vasco Boulevard, Goodwood, 7460. (Ref N. Marais/mb/NS22.)

Saak No. 3867/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

**In die saak tussen ABSA BANK BEPERK, handeldrywende as ALLIED BANK, Eiser, en  
P. H. en B. L. KEMMIES, Verweerders**

Ter uitvoering van 'n vonnis van bogemelde Agbare Hof gedateer 5 November 1996, sal die hiernagemelde vaste eiendom geregtelik verkoop word op Vrydag, 18 April 1997 om 10:00, te Landdroskantoor, St Johnstraat, Oudtshoorn, aan die hoogste bieder onderworpe aan die hiernagemelde voorwaardes en sodanige verdere voorwaardes wat deur die afslaer by die veiling afgelees sal word:

**Eiendomsbeskrywing:** Erf 12017, Oudtshoorn, in die munisipaliteit en afdeling Oudtshoorn, grootte 1 136 vierkante meter, Transportakte T92090/95.

**Verbeterings:** Drie slaapkamerwoning, badkamer, aparte kombuis, eetkamer, sitkamer, teëldak, enkelmotorhuis, goeie omgewing. **Sonering:** Woning.

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys en afslaaersgelde in kontant op die veiling. Die balans teen oordrag wat verseker moet word deur 'n goedgekeurde bank- of bougenootskapwaarborg binne veertien (14) dae van die veilingdatum afgelewer te word by afslaer.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die kantoor van die afslaer synde mnr. Jacobus le Grange, p.a. mnre. Pocock & Bailey, Kerkstraat 117, Oudtshoorn, en by die kantoor van die Balju, Jacobsonstraat (langs Oudtshoorn Footwear), Oudtshoorn.

Gedateer te Oudtshoorn op hierdie 6de dag van Maart 1997.

Pocock & Bailey, Prokureurs vir Eiser, Kerkstraat 117 (Posbus 58), Oudtshoorn. [Tel. (0443) 22-8911.]

Saak No. 1082/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK CALEDON GEHOU TE CALEDON

**In die saak tussen C R MOTORS, Eiser, en mnr. GERALD PAGE, Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof, gedateer 28 Augustus 1996 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 18 April 1997 om 12:30, te die Balju, Pakhuis, C. P. A. van Wykgebou, Meulstraat, Caledon, geregtelik verkoop sal word, naamlik:

Erf 2632, Spoorweghuis, Ian Toerienstraat, Caledon.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Meulstraat, Caledon, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van koopsom op datum van veiling.
2. Balans koopsom, plus rente binne 14 (veertien) dae vanaf datum van veiling.
3. Besit onderhewig aan enige huurkontrak.
4. Reserweprys wat op veiling aangekondig sal word.

Gedateer te Caledon op hede die 7de dag van Maart 1997.

Bosman & De Villiers, Prins Alfredweg 20 (Posbus 6), Caledon, 7230. [Tel. (0281) 2-1178.] (Verw. RH/CM0004.)

Case No. 685/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Northern Cape Division)

**In the matter between THE STANDARD BANK OF SA LTD, Plaintiff, and WILLEM ROBERT JONKER, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Northern Cape Division), in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Schroder Street, Upington, on Friday, 25 April 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff, Upington, prior to the sale:

Erf 424, portion of Erf 392, Upington, situated in the Municipality of Upington, Division Gordonia, Northern Cape Province, measuring 9 275 square metres held under Deed of Transfer T2742/1995, also known as 20 Steenbok Avenue, Upington.

The following information is furnished in connection with the improvements though in this respect nothing is guaranteed: Big, modern, well kept dwelling-house, consisting of three bedrooms, dining-room, lounge, kitchen, bathroom, toilet and garage.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from date of sale.

Auctioneer's charges payable on the date of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of 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 Kimberley on this 11th day of March 1997.

Haarhoffs, Plaintiff's Attorneys, NBS Building, 60/64 Jones Street, Kimberley.

**Case No. 79875/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**NEDCOR BANK LIMITED, Plaintiff, versus ERNEST ALFRED HARRISON, First Defendant, and  
MAGDALENA HARRISON, Second Defendant**

In pursuance of a judgment dated 24 January 1997 and an attachment on 5 March 1997, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 25 April 1997 at 14:15:

1. (a) Section 32 (thirty-two) as shown and more fully described on Sectional Plan SS214/94, in the scheme known as Aandblom, in respect of the land and building or buildings situated at Algoa Park, in the Municipality of Port Elizabeth, of which the floor area, according to the said sectional plan is 78 (seventy-eight) square metres in extent; and
- (b) an undivided share in the common property.

2. An exclusive use area described as Parking P11, measuring 18 (eighteen) square metres being as such part of the common property, comprising the land and the scheme known as Aandblom, in respect of the land and building or buildings situated at Algoa Park, in the Municipality of Port Elizabeth, as shown and more fully described on Sectional Plan SS214/94, held under Notarial Deed of Cession No. SK4593/95, situated at 35 Aandblom Flats, Algoa Park, Port Elizabeth.

While nothing is guaranteed, it is understood that the property is a flat consisting of three bedrooms, lounge, kitchen and bathroom.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% (ten per centum) on date of sale, the balance including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale.

Sheriff's charges [5% (five per centum) on the first R30 000 and thereafter 3% (three per centum) to a maximum of R7 000 with a minimum of R260 plus VAT] are also payable on date of sale.

Dated on this 14th day of March 1997.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Caste Hill, Port Elizabeth.

**Case No. 37106/94**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**NEDCOR BANK LIMITED, Plaintiff, versus THEMBA BELLINGTON KONDILE, First Defendant, and  
LINDELWA VIVIAN KONDILE, Second Defendant**

In pursuance of a judgment dated 28 August 1995 and an attachment on 11 March 1997, the following immovable property will be sold in the foyer of the Magistrate's Court, Main Street, Port Elizabeth, by public auction on Friday, 25 April 1997 at 14:15:

Erf 10637, Ibhayi, at KwaZakhele, in the Administrative District of Port Elizabeth, in extent 222 (two hundred and twenty-two) square metres, situated at 10637 Site & Service, KwaZakhele, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under an asbestos roof consisting of two bedrooms, lounge and kitchen.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% (ten per centum) on date of sale, the balance including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 days of sale.

Sheriff's charges [5% (five per centum) on the first R30 000 and thereafter 3% (three per centum) to a maximum of R7 000 with a minimum of R260 plus VAT] are also payable on date of sale.

Dated this 14th day of March 1997.

Pagdens, Plaintiff's Attorneys, Pagdens Court, 18 Castle Hill, Port Elizabeth.

**Saak No. 3526/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK MALMESBURY GEHOU TE MALMESBURY**

**In die saak tussen ABSA BANK BEPERK, handeldrywende as UNITED BANK BPK., Eiser, en J. PIETERSEN, Eerste Verweerder, en G. D. PIETERSEN, Tweede Verweerder**

Die volgende eiendom sal in eksekusie verkoop word by die perseel van die Verweerders, op Donderdag, 24 April 1997 om 10:00, aan die hoogste bieder:

Erf 4470, Wesfleur, geleë in die Noordelike Substruktuur, afdeling Kaap, provinsie Wes-Kaap, groot 213 (tweehonderd-entertien) vierkante meter, gehou kragtens Transportakte T33624/1995, geleë te Nerinastraat 3, Protea Park, Atlantis.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: Asbesdak, sementblokke gebou, gevef, twee slaapkamers, badkamer met toilet, sitkamer en kombuis.

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 Vonniskskuldeiser 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 Baju sal van enige bieder vereis om bevredigende bewys te lewer van sy vermoë om gemelde deposito te kan betaal.

4. *Voorwaardes:* Die volledige veilingsvoorwaardes sal onmiddellik voor die veiling deur die Geregsbode voorgelees word en lê ter insae in sy kantoor.

Gedateer te Kaapstad op hierdie 26ste dag van Februarie 1997.

A. F. Brand, vir De Klerk & Van Gend, Prokureur vir Eiser, Volkskasgebou, Adderleystraat, Kaapstad.

**Saak No. 29/97**

**IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER**

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en DOREEN TONY, Verweerder**

Die volgende eiendom sal in eksekusie verkoop word te Kuilsrivier Hof, Van Riebeeckweg, Kuilsrivier, Wes-Kaap, op Dinsdag, 22 April 1997 om 09:00, aan die hoogste bieder:

Erf 3057, Blue Downs, groot 350 vierkante meter, gehou kragtens T31644/1991, geleë te Washintonstraat 34, Malibu Village, Blue Downs, Wes-Kaap.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: *Woonhuis:* Teëldak, drie slaapkamers, sitkamer, kombuis, badkamer en toilet.

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 20,25% (twintig komma twee vyf persent) per annum bereken op die Vonniskskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag] teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 dae vanaf die verkoping afgelewer moet word.

3. Die Balju sal van enige bieder vereis om die 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 geleë ter insae in die kantoor van die Balju.

F. P. Esterhuysen, vir Steyl Prokureurs, Edwardstraat 130, Bellville. [Tel. (021) 919-0336.]

Case No. 12793/96

## 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 JONATHAN JACKSON, First Judgment Debtor, and SHARLENE CHRISTENE JACKSON, Second Judgment Debtor**

In pursuance of a judgment granted on 7 February 1997, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 29 April 1997 at 14:00 at Kuils River Court-house:

*Description:* Erf 13948, Kraaifontein, situated in the area of the Local Metropolitan Substructure of Kraaifontein, Paarl Division, in extent two hundred and three (203) square metres.

*Postal address:* 194A Vorster Street, Kraaifontein.

*Improvements:* Dwelling: Two bedrooms, bathroom, toilet lounge and kitchen (not guaranteed).

Held by Deed of Transfer 20887/95.

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 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 on this 6th day of March 1997.

W. J. M. Saaiman, vir 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. A0452/43/WS/Mrs Wolmarans.)

Case No. 11749/94

## 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 IVAN TERENCE ESAU and ELAINE MARLENE ESAU, 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 24 April 1997 at 14:00:

Erf 8663, Brackenfell, in the Local Area of Scottsdene, Division of Stellenbosch, in extent 263 square metres, also known as 11 Pinemews Crescent, Northpine, Brackenfell.

*Conditions:*

1. The following information is furnished but not guaranteed: Brick dwelling under tiled roof with three bedrooms, bathroom/toilet, lounge, garage and kitchen.

2. *Payment:* 10% (ten per cent) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon, at the ruling bank rate, calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 14th day of March 1997.

Balsillies Inc., Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

Case No. 9625/94

## 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 HILTON MARK HEYNES and GLORIA HEYNES, 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 24 April 1997 at 14:00:

Erf 4065, Blue Downs, in the Local Area of Blue Downs, Stellenbosch Division, in extent 240 square metres, also known as 21 Leiman Street, Silversands, Eerste River.

**Conditions:**

1. The following information is furnished but not guaranteed: Brick dwelling under tiled roof with two bedrooms, lounge, kitchen and bathroom/toilet.

2. **Payment:** 10% (ten per cent) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon, at the ruling bank rate, calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. **Conditions:** The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 14th day of March 1997.

Balsillies Inc., Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

**Case No. 11750/94****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 KENNETH JANUARY and ELIZABETH MARIA JANUARY, 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 24 April 1997 at 14:00:

Erf 1366, Blue Downs, in the Local Area of Benede Kuils River No. 1, Division of Stellenbosch, in extent 214 square metres, also known as 7 Rembrandt Crescent, Malibu Village, Eerste River.

**Conditions:**

1. The following information is furnished but not guaranteed: Brick dwelling under tiled roof with three bedrooms, lounge, kitchen, bathroom and toilet.

2. **Payment:** 10% (ten per cent) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon, at the ruling bank rate, calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. **Conditions:** The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 14th day of March 1997.

Balsillies Inc., Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

**Case No. 6011/92****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH**

**In the matter between UNITED BANK, a division of ABSA BANK LIMITED, Plaintiff, and MBUYISELI JAMES MAHUMAN, First Defendant, and LUNGELWA MAVIS MAHUMAN, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Port Elizabeth, dated 3 April 1992, and the warrant of execution dated 6 May 1992, the following property will be sold in execution, without reserve, to the highest bidder on 18 April 1997 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

All the right, title and interest in and to the leasehold over Erf 1002, NU5, Phase 1 (now Erf 6994, Motherwell), Administrative District of Uitenhage, in extent 406 square metres, situated at 58 Gxara Street, Motherwell, Port Elizabeth, held under Certificate of Right of Leasehold TL748/90.

The following improvements on the property are reported, though in this respect nothing is guaranteed: A dwelling-house consisting of lounge, kitchen, three bedrooms and bathroom/w.c.

A substantial building society bond can be arranged for an approved purchaser.

The full conditions of sale may be inspected prior to the date of sale at the offices of the Sheriff for the Magistrate's Court, Port Elizabeth North.

Dated at Port Elizabeth this 13th day of March 1997.

I. Katz, for Burman Katz, Plaintiff's Attorneys, Park Chambers, 102 Park Drive, Port Elizabeth, 6001. (Ref. I. Katz/ms UBX381.)

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Execution Creditor, and  
HELENA MARGARETHA FOURIE, Execution Debtor**

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River, 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 in front of the Court-house at Kuils River, to the highest bidder on 29 April 1997 at 14:00:

Erf 11394, a portion of Erf 11393, Kraaifontein, in the Eastern Substructure, Paarl Division, Western Cape Province, in extent 496 (four hundred and ninety-six) square metres.

*Street address:* 108 Dorp Street, Kraaifontein.

*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: Three bedrooms, bathroom/toilet, kitchen, lounge, two garages and outside room being erected.

3. The full and complete conditions of sale will be announced by the Sheriff of the Magistrate's Court or the auctioneer immediately before the sale and will lie for inspection at the offices of the Sheriff of the Magistrate's Court, 29 Northumberland Street, Bellville.

4. Payment shall be effected as follows: Ten per cent (10%) of the purchase price on the day of the sale and the balance together with interest thereon at the rate of 20% (twenty 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 March 1997.

Buchanan Boyes, Attorneys for Execution Creditor, Second Floor, Standard Bank Building, Kruskal Avenue, Bellville.

## IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

**In die saak tussen BOLAND BANK PKS BEPERK, Eiser, en mev. J. J. LANGENHOVEN, Verweerderes**

Ingevolge 'n vonnis toegestaan deur die Landdroshof op 2 September 1996 en 'n lasbrief vir eksekusie uitgereik te Oudtshoorn, sal die ondergemelde eiendom in eksekusie verkoop word aan die hoogste bieder, op Vrydag, 18 April 1997 om 11:00, op die perseel van die Verweerderes, naamlik:

Gedeelte 89 (gedeelte van Gedeelte 88) van die plaas Rooideheuvel 141, in die afdeling Oudtshoorn, provinsie Wes-Kaap, groot 3 919 (drieduisend negehonderd en negentien) vierkante meter, gehou kragtens Transportakte T70289/95, ook bekend as Rooiheuvelwinkel, Rooiheuvel, distrik Oudtshoorn.

*Voorwaardes van verkoping:*

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, die reëls daaronder uitgevaardig en ook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: Woonhuis bestaande uit sitkamer, eetkamer, TV-kamer, drie slaapkamers, vol badkamer en buitegeboue bestaande uit 'n winkel.

3. *Terme:* 10% (tien persent) van die koopprijs op die dag van die verkoping en die afslaersgelde van 5% (vyf persent) tot en met R20 000 (twintigduisend rand) en daarna 3% (drie persent) met 'n maksimum van R6 000 (sesduisend rand) op die balans betaalbaar teen registrasie van die transport en verseker deur middel van 'n bank- of bougenootskap- of ander aanneembare waarborg, welke waarborg binne 14 (veertien) dae vanaf datum van die verkoping aan Eiser se prokureurs verskaf moet word.

4. *Voorwaardes:* Die volledige voorwaardes wat onmiddellik voor die verkoping deur die afslaer uitgelees sal word, sal ter insae lê by die kantoor van Eiser se prokureurs.

Gedateer te Oudtshoorn hierdie 18de dag van Maart 1997.

Duvenhage Keyser & Jonck, Prokureurs vir Eiser, Unitedgebou, Hoogstraat 123 (Posbus 104), Oudtshoorn.

Case No. 191/96

## IN THE SUPREME COURT OF SOUTH AFRICA

(Northern Cape Division)

**In the matter between THE STANDARD BANK OF SA LTD, Plaintiff, and RONELL VISAGIE, Defendant**

In execution of a judgment of the Supreme Court of South Africa (Northern Cape Division), in the above-mentioned suit, a sale without reserve will be held in front of the Magistrate's Court, Schroder Street, Upington, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the office of the Sheriff, Upington, prior to the sale:

(1) Erf 3121 (portion of Erf 1), Upington, situated in the Municipality of Upington, Division of Gordonia, Province of Northern Cape, measuring 6 330 square metres.

(2) Erf 13552, Upington, situated in the Municipality of Upington, Division of Gordonia, Province of Northern Cape, measuring 2,4445 hectare, both the above properties are held under Deed of Transfer T293/1992 (Ou Kamp, on Keimoes Road).

The following information is furnished in connection with the improvements though in this respect nothing is guaranteed: Big modern type dwelling-house in excellent condition. Plastered brick walls with metal roof. Well kept garden with swimming-pool. Surrounding properties of equal high standards. Next to river, above flood line.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from date of sale.

Auctioneer's charges payable on the date of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of 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 Kimberley on this 11th day of March 1997.

Haarhoffs, Plaintiff's Attorneys, NBS Building, 60/64 Jones Street, Kimberley.

Case No. 7900/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between ABSA BANK LIMITED, Plaintiff, and RUSSEL WAYNE SCHROEDER, First Defendant, and VANESSA SCHROEDER, Second Defendant**

In terms of a judgment granted by the Magistrate's Court for the District of Kuils River 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 at Kuils River Magistrate's Court, to the highest bidder, on 6 May 1997 at 09:00:

Erf 5555, Eerste River, situated in the Area of the Transitional Metropolitan Substructure Melton Rose/Blue Downs, in extent 251 (two hundred and fifty-one) square metres.

**Street address:** 18 Royal Avenue, 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 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: Two bedrooms, kitchen, lounge, 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, 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 20,25% (twenty 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 7th day of March 1997.

Sonnenberg Hoffmann & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref. G. Bellairs/CF/M184838.)

Case No. 6475/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WORCESTER HELD AT WORCESTER

**In the matter between INVESTEC BANK LIMITED, Plaintiff, and THE TRUSTEES FOR THE TIME BEING OF THE SALMINA TRUST, Defendant**

In terms of a judgment granted by the Magistrate's Court for the District of Worcester dated 28 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 113 Songhe Avenue, Worcester, to the highest bidder on 25 April 1997 at 10:00:

Erf 2224, Worcester, situated in the Area of the Transitional Local Council of Worcester, Division of Worcester, Province of the Western Cape, in extent 657 (six hundred and fifty-seven) square metres.

*Street address:* 113 Songhe Avenue, Worcester.

*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: Property is known as Salmina's Superette and consists of the following: Shopping space, approximately 270 square metres, store-room, approximately 15 square metres, refrigerated room, approximately 6 square metres, freezer room, approximately 3 square metres 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, Worcester.

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 20,25% (twenty 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 10th day of March 1997.

Sonnenberg Hoffmann & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref. G. Bellairs/CF/M186089.)

Case No. 3584/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT MALMESBURY

**In the matter between ABSA BANK LIMITED, Plaintiff, and EUGENE LEON TREVOR WILLIAMS, First Defendant, and MARGARET MAGDALENA WILLIAMS, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Malmesbury, the following will be sold in execution, on 29 April 1997 at 10:00, on site to the highest bidder:

Erf 11173 (portion of Erf 6305), Wesfleur, 314 (three hundred and fourteen) square metres, held by Deed of Transfer T13677/95, situated at 11 Ghaika Street, Saxon Sea, Atlantis.

Three bedrooms, bathroom/toilet, lounge and kitchen.

1. The property shall be sold without reserve and to the highest bidder, and shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and of the title deeds in so far as these are applicable.

2. A deposit of 10% (ten per cent) of the purchase price shall be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale. The balance [plus interest at the current rate of 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, Malmesbury.

C. & A. Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. C. Silverwood/Z01717.)

Saak No. 11042/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen ABSA BANK BÉPERK, Eiser, en T. P. DU PLESSIS, Eerste Verweerder, en R. G. DU PLESSIS, Tweede Verweerder**

Die volgende eiendom sal in eksekusie verkoop word by die Landdroshof, Kuilsrivier, op Vrydag, 18 April 1997 om 14:00, aan die hoogste bieder:

Erf 1321, Blue Downs in die Plaaslike Gebied van Blue Downs, afdeling Stellenbosch, groot 479 (vierhonderd nege-en-sewentig) vierkante meter, gehou kragtens Transportakte T71665/88, geleë te The Haguestraat 7, Malibu Village, Kuilsrivier.

1. Die volgende verbeteringe word gemeld maar nie gewaarborg nie: Baksteengebou, teëldak, sitkamer, drie slaapkamers, kombuis, badkamer en toilet.

2. *Betaling*: 10% (tien persent) van die koopprijs 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 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 26ste dag van Februarie 1997.

A. F. Brand, vir De Klerk & Van Gend, Prokureur vir Eiser, Volkskasgebou, Adderleystraat, Kaapstad.

**Saak No. 125197/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,  
PORT ELIZABETH

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en STEPHEN DYER, Eerste Verweerder,  
en SONET DYER, Tweede Verweerder**

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth sal die ondergemelde eiendom verkoop word op 25 April 1997 om 14:15, by die hoofingang van Nuwe Geregshoe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Noord:

Erf 3320, Korsten, geleë in die munisipaliteit en afdeling Port Elizabeth, groot 555 (vyfhonderd vyf-en-vyftig) vierkante meter, gehou kragtens Transportakte T6895/93, ook bekend as Schultzstraat 48, Sidwell, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdieping baksteenwoonhuis met sinkdak bestaande uit drie slaapkamers, sit-/eetkamer, kombuis, badkamer en buitegeboue bestaande uit 'n enkelmotorhuis en stoorkamer.

10% (tien persent) van die koopprijs sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 11de dag van Maart 1997.

Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

**Case No. 8511/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between UNITED BUILDING SOCIETY LIMITED, Judgment Creditor, and PIERRE FRANCOIS  
DAVIDS, First Judgment Debtor, and JUDITH GERTRUDE DAVIDS, Second Judgment Debtor**

In pursuance of judgment granted on 30 December 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 21 April 1997 at 14:00, at Kuils River Court-house, to the highest bidder:

*Description*: Erf 2954, Eerste River, the property having been declared executable, in extent three hundred and eighty-nine (389) square metres.

*Postal address*: 36 Avon Road, Stratford Park, Eerste River, held by the Defendants in their names under Deed of Transfer T7359/89.

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, lounge, kitchen, bathroom and toilet.

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 Athlone on this 25th 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/Z18862.)

Case No. 25363/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**In the matter between ABSA BANK LIMITED, trading as ALLIED BANK, Judgment Creditor, and  
CRYSTAL GRACE PAGE, Judgment Debtor**

In pursuance of judgment granted on 3 September 1996, in the Wynberg Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 30 April 1997 at 10:00, at Wynberg Court-house, to the highest bidder:

*Description:* Erf 84586, Cape Town at Retreat, in extent four hundred and ninety (490) square metres.

*Postal address:* 70 Consort Road, Retreat, held by the Defendant in his name under Deed of Transfer T3280/85.

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: Brick walls, three bedrooms, kitchen, lounge, dining-room, double garage, bathroom and toilet.

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 Athlone on this 24th 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. RAVS/C14507/Z18141.)

Case No. 16953/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between UNITED BANK, a division of ABSA BANK LIMITED, Judgment Creditor, and  
COLIN TREVOR LOCKE, Identity Number 5811055244086, Judgment Debtor**

In pursuance of judgment granted on 28 October 1996, in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 April 1997 at 10:00, at 32 Wielewaal Crescent, Robinvale, Atlantis, to the highest bidder:

*Description:* Erf 3452, Westfleur, in extent seven hundred and seventy-three (773) square metres.

*Postal address:* 32 Wielewaal Crescent, Robinvale, Atlantis.

*Improvements:* Lounge, dining-room, kitchen, three bedrooms and bathroom/toilet/shower, held by the Defendant in his name under Deed of Transfer T67447/95.

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: Lounge, dining-room, kitchen, three bedrooms and bathroom/toilet/shower.

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 Athlone on this 24th 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. RAVS/C16571/Z18954.)

Case No. 9814/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD

**In the matter between UNITED BANK, a division of ABSA BANK LIMITED, Judgment Creditor, and MOEGAMAT  
GANIEF AJAM, First Judgment Debtor, and SYLVIA MARY AJAM, Second Judgment Debtor**

In pursuance of a judgment granted on 11 December 1996, in the Goodwood Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 24 April 1997 at 12:00, at Goodwood Court-house, to the highest bidder:

*Description:* Erf 135517, Cape Town, at Bonteheuwel, the property having been declared executable, in extent 106 (one hundred and six) square metres.

Postal address: 43B Jasmine Street, Bonteheuwel.

Improvements: Brick walls, asbestos roof, lounge, kitchen, three bedrooms and bathroom/toilet, held by the Defendant in his name under Deed of Transfer T12418/94.

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. The following information is furnished but not guaranteed: Brick walls, asbestos roof, lounge, kitchen, three bedrooms and bathroom/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 on this 17th 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/Z19034.)

**Saak No. 37375/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS,  
TODDSTRAAT, PORT ELIZABETH**

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en RONALD MARTIN BEKKER, Eerste Verweerder, en  
BERYL DENISE BEKKER, Tweede Verweerder**

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, sal die ondergemelde eiendom verkoop word op 25 April 1997 om 14:15, by die hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Noord:

Erf 1958, Algoa Park, munisipaliteit en afdeling Port Elizabeth, groot 880 (agthonderd-en-tagtig) vierkante meter, gehou kragtens Transportakte T34978/85, ook bekend as Van der Leursingel 21, Algoa Park, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdiepingbaksteenwoonhuis met teëldak bestaande uit drie slaapkamers, sit-/eetkamer, kombuis en twee badkamers en buitegeboue bestaande uit 'n enkel-motorhuis.

10% (tien persent) van die koopprijs sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 11de dag van Maart 1997.

Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

**Saak No. 134022/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS,  
TODDSTRAAT, PORT ELIZABETH**

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en JOHN CLIFFORD EKSTEEN, Eerste Verweerder, en  
ANNALIE EKSTEEN, Tweede Verweerder**

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, sal die ondergemelde eiendom verkoop word op 25 April 1997 om 14:15, by die hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid:

Erf 1026, Hunters Retreat, munisipaliteit en afdeling Port Elizabeth, groot 724 (sewehonderd vier-en-twintig) vierkante meter, gehou kragtens Transportakte T50221/91, ook bekend as Fronemanstraat 3, Rowallan Park, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdiepingwoonhuis met teëldak uit twee slaapkamers, eetkamer, kombuis, badkamer en motorafdek.

10% (tien persent) van die koopprijs sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingsdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 11de dag van Maart 1997.

Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak No. 87365/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODD KAMERS, TODDSTRAAT,  
PORT ELIZABETH**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en JANINA MARIA BERRY, Eerste Verweerder,  
en ROBERT JAMES BERRY, Tweede Verweerder**

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth sal die ondergemelde eiendom verkoop word op 25 April 1997 om 14:15, by die hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid.

Deel 8, soos aangetoon en volledig beskryf op Deelplan SS496/93, in die skema bekend as Metz Gardens, ten opsigte van die grond en gebou of geboue geleë te Lorraine, van welke deel die vloeroppervlakte volgens die voormelde deelplan 65 (vyf-en-sestig) vierkante meter groot is en 'n onverdeelde aandeel in die gemeenskaplike eiendom in die skema, aangehoemde deel toegedeel ooreenkomstig die deelnemingskwota soos op genoemde deelplan aangeteken, gehou kragtens Sertifikaat van Geregistreerde Deeltitel ST16000/93, ook bekend as Woonstel 8, Metz Gardens, Metzlaan, Lorraine, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat die eiendom bestaan uit 'n wooneenheid met teëldak bestaande uit sit-/eetkamer, kombuis, twee badkamers en 'n motorafdak.

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 11de dag van Maart 1997.

Stulting Delpont Cilliers & De Jager, Birdstraat 5, Sentraal, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak No. 76593/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODD KAMERS, TODDSTRAAT,  
PORT ELIZABETH**In die saak tussen NEDCOR BANK BEPERK, Eiser, en BELINDA HARTZENBERG, in her capacity as Trustee for the  
time being for the MAYFAIR TRADING TRUST, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 30 Januarie 1997, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 22 April 1997 om 11:00, by Claredonsingel 9, Sentraal, Port Elizabeth, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

Erf 1018, Port Elizabeth Central, in die munisipaliteit en afdeling Port Elizabeth, groot 183 (eenhonderd drie-en-tagtig) vierkante meter.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit twee slaapkamers, kombuis, sitkamer en badkamer.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Suid, (Tel. 54-2734) en/of die afslaer, mnr. V. E. Fourie (Tel. 35-1791).

**Betaalvoorwaardes:** Tien persent (10%) op datum van verkoping, die balans, insluitende BTW indien van toepassing, is betaalbaar by registrasie vir welke balans 'n waarborg, goedgekeur deur die Eiser se prokureurs, binne 21 (een-en-twintig) dae vanaf datum van verkoping verskaf moet word. Baljufooie [2,5% (twee komma vyf persent) op die eerste R30 000 (dertigduisend rand), en daarna 1,5% (een komma vyf persent), onderhewig aan 'n minimum van R260 (tweehonderd en seszig rand) en 'n maksimum van R4 000 (vierduisend rand)] en afslaersfooie 4,5% plus BTW in beide gevalle is ook betaalbaar op datum van die verkoping.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Suid, (Tel. 54-2734) en/of die afslaer, mnr. V. E. Fourie (Tel. 35-1791).

Greyvensteins Ingelyf, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/z02977.)

Case No. 14147/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between COLIN TERRY COCKCROFT, Judgment Creditor, and INNOCENT DIDEKILE SAWULA,  
First Judgment Debtor, and VESPINA KOLEKA SAWULA, Second Judgment Debtor**

In pursuance of a judgment granted on 17 February 1997 in East London Magistrate's Court and under writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 18 April 1997 at 10:00, to the highest bidder:

**Place of sale:** 22 Two Rivers Drive, Dorchester Heights, East London.

*Description:* Erf 20907, East London, East London Transitional Local Council, Division of East London, Province of Eastern Cape, in extent 1 085 (one zero eight five) square metres.

*Improvements:* A brick house under tiles, consisting of five bedrooms, two bathrooms, fitted kitchen, large lounge and swimming-pool, held by Deed of Transfer T4104/1995.

*Conditions of sale:*

1. The properties are sold voetstoots in terms and conditions of the Magistrates' Courts Act and subject to the provisions of the title deeds.

2. The purchasers 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 purchasers shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from the date of the sale to the 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 purchasers shall pay all transfer costs, current and arrear rates and taxes and other necessary charges to effect transfer, upon request by the said attorneys.

5. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, 4 Oxford Street, East London and will be read out by the auctioneer at the sale.

6. The above information is furnished but not guaranteed.

Dated at East London this 10th day of March 1997.

Bax Incorporated, Plaintiff's Attorneys, Octoproc House, 34 Argyle Street, East London. [Tel. (0431) 43-3700.] (Cathy Gladwin/G01309.)

**Saak No. 42118/95**

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS,  
TODDSTRAAT, PORT ELIZABETH

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en GEORGE DESMOND WAGNER, Eerste Verweerder, en  
PHYLLIS ETHEL WAGNER, Tweede Verweerder**

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, sal die ondergemelde eiendom verkoop word op 15 April 1997 om 14:15, by die hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae sal lê by die kantoor van die Balju, Port Elizabeth-Suid:

Erf 2405, Hunters Retreat, in die munisipaliteit en afdeling Port Elizabeth, groot 881 (agthonderd een-en-tagtig) vierkante meter, gehou kragtens Transportakte T01187/92, ook bekend as Cartmoorstraat 44, Sherwood, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdieping-baksteenwoonhuis is met teëldak bestaande uit twee slaapkamers, sit-/eetkamer, kombuis en een en 'n halwe badkamer.

10% (tien persent) van die koopprijs sal betaalbaar wees in kontant by ondertekening van die verkoopvoorwaardes en die balans tesame met die rente en ander kostes sal betaalbaar wees teen registrasie van oordrag van die eiendom in die naam van die koper, verseker te word deur 'n waarborg wat deur die prokureur vir die Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 11de dag van Maart 1997.

Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

**Case No. 2048/97**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD  
STREET, PORT ELIZABETH

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and IVAN THEODORUS KITSHOFF, NO, First Defendant, and ANNETTE KITSHOFF, NO, in their capacities as Trustees for the time-being of KITSBLISS PROPERTY TRUST No. TM5190/3, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 5 February 1997, and an attachment, the following property will be sold at the front entrance, New Law Courts, North End, Port Elizabeth, by public auction on Friday, 25 April 1997 at 14:15, to the highest bidder:

*Description:*

(1) A unit consisting of:

(a) Section 8, as shown and more fully described on Sectional Plan SS305/1994, in the scheme known as Bliss in respect of the land and building or buildings situated at Summerstrand, in the Municipality of Port Elizabeth, of which the floor area, according to the said sectional plan is 48 (forty-eight) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; held under Deed of Transfer ST2659/95.

(2) An exclusive use area described as Garden G8, measuring 28 (twenty-eight) square metres, being as such part of the common property, comprising the land and the scheme known as Bliss in respect of the land and building or buildings situated at Summerstrand, in the Municipality of Port Elizabeth, as shown and more fully described on Sectional Plan SS305/1994, held under Notarial Deed of Cession SK551/95.

(3) An exclusive use area described as Parking P10, measuring 13 (thirteen) square metres being as such part of the common property, comprising the land and the scheme known as Bliss in respect of the land and building or buildings, situated at Summerstrand, in the Municipality of Port Elizabeth, as shown and more fully described on Sectional Plan SS305/1994, held under Notarial Deed of Cession SK551/95.

Situated at 8 Bliss, 45 Marine Drive, Summerstrand, Port Elizabeth.

While nothing is guaranteed, it is understood that the property comprises a one-roomed lounge/bedsitter, with entrance hall, kitchen, bathroom and toilet.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court South, 36 North Street, North End, Port Elizabeth.

*Terms:* 10% (ten per cent) on date of sale, the balance including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale.

*Sheriff's charges:* 5% (five per cent) on the first R30 000 and thereafter 3% (three per cent) to a maximum of R7 000 with a minimum of R260 plus VAT, are also payable on date of sale.

Dated at Port Elizabeth on this 17th day of March 1997.

Selwyn Solomon & Company, Plaintiff's Attorneys, Second Floor, First National Bank Building, 582/6 Main Street, North End, Port Elizabeth.

**Saak No. 2012/96**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK DE AAR GEHOU TE DE AAR

##### In die saak tusse M S M HARDWARE, Eiser, en P. KETJOE, Eerste Verweerder

Ingevolge 'n vonnis gelewer op 1 November 1996, in die De Aar Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 18 April 1997 om 10:00 te Landdroskantoor, De Aar, aan die hoogste bieder, met geen reserweprys:

##### Beskrywing:

Erf 4430, geleë te Caroluspoortpad 25, De Aar, afdeling De Aar, groot 480 (vierhonderd-en-tagtig) vierkante meter.

Erf 2750, geleë te Fosterstraat, Maleikamp, De Aar, afdeling De Aar, groot 595 (vyfhonderd vyf-en-negentig) vierkante meter.

Erf 2528, geleë te Essexweg, Waterdal, De Aar, afdeling De Aar, groot 107 524 (eenhonderd-en-seweduise vyfhonderd vier-en-twintig) vierkante meter.

Erf 2529, geleë te Essexweg, Waterdal, De Aar, afdeling De Aar, groot 8 565 (agduisend vyfhonderd vyf-en-sestig) vierkante meter.

Erf 2530, geleë te Essexweg, Waterdal, De Aar, afdeling De Aar, groot 8 565 (agduisend vyfhonderd vyf-en-sestig) vierkante meter.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendomme bestaan uit woonhuise met buitegeboue.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landdroshof te Hoofstraat 68, De Aar.

Gedateer te De Aar op hede die 11de dag van Maart 1997.

A. Venter, vir Venter & Vennote, Eiser of Eiser se Prokureur, Voortrekkerstraat 47 (Posbus 22), De Aar, 7000. [Tel. (05363) 6-0846.] (Verw. mev. Dumas/M00398.)

**Saak No. 108/97**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

##### In die saak tussen NBS BANK BEPERK, Eiser, en MAUREEN JOYCE ROURKE, Verweerder

Ingevolge 'n vonnis toegestaan in die Landdroshof te George, en 'n lasbrief vir eksekusie gedateer 16 Februarie 1997, sal die volgende eiendom verkoop word deur mnre. Van Rensburg Eiendomme en Veilings, aan die hoogste bieder op 19 April 1997 om 10:00 te ondervermelde perseel:

Erf 9740, George, geleë in die munisipaliteit en afdeling George, groot 945 m<sup>2</sup>, gehou kragtens Transportakte T11759/92 (ook bekend as Hopsweg 9, Genevafontein Village, George).

Die volgende verbetering is op die eiendom aangebring hoewel niks in hierdie opsig gewaarborg word nie: Woonhuis bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, twee badkamers, ingangsportaal, familiekamer, opwaskamer en twee garages.

**Voorwaardes van verkoping:**

1. Die eiendom sal verkoop word sonder reserwe aan die hoogste bieder en sal onderworpe wees aan die terme en voorwaardes van die Wet op Landdroshowe en reëls daaronder geproklameer en van die terme van die titelakte in sover dit van toepassing mag wees.

2. **Terme:** Die koopprys sal betaalbaar wees synde 10% (tien persent) daarvan op die dag van die verkoping aan die Balju en die balans tesame met rente daarop vanaf datum van verkoping tot datum van registrasie van transport teen 'n rentekoers van 22% (twee-en-twintig persent) per jaar sal binne 30 dae aan die Balju betaal word of gedek word deur 'n goedgekeurde bank- of bougenootskapswaarborg.

3. **Voorwaardes:** Die volle voorwaardes van die verkoping lê vir insae by die kantore van mnre. Van Rensburg Eiendomme en Veilings, mnre. Millers Ingelyf, Beaconhuis, Meadestraat 123, George, asook die Balju, Wellingtonstraat 36A, George.

Gedateer te George op hierdie 18de dag van Maart 1997.

Millers Ingelyf, Eiser se Prokureurs, Meadestraat 123, George. (Verw. FB/BC/N1397/N670/PVD1.)

**Saak No. 8113/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL**

**In die saak tussen NBS BANK BEPERK, Skuldeiser, en MOEGAMMAT SAIAD DAVIDS, Eerste Verweerder, en KARIMAH DAVIDS, Tweede Verweerder**

Ingevolge 'n vonnis opgelê deur die bogemelde Hof, word die ondervermelde onroerende goed in eksekusie, op Vrydag, 25 April 1997 om 11:00, te Ambagsvalleistraat 55, Paarl, aan die hoogste bieder verkoop:

Erf 15109, Paarl, in die munisipaliteit Paarl, afdeling Paarl, provinsie Wes-Kaap, groot 834 (agthonderd vier-en-dertig) vierkante meter, gehou kragtens Transportakte T50461/88.

Die eiendom is geleë te Ambagsvalleistraat 55, Paarl, en bestaan uit 'n baksteengebou onder teëldak met sitkamer, eetkamer, drie slaapkamers, badkamer, toilet, kombuis, kelder, bediende kwartiere en half-voltooide motorhuis.

**Veilingvoorwaardes—verkort:**

1. Die eiendom word sonder enige voorbehoud aan die hoogste bieder verkoop onderworpe aan die bepalings van die Wet op Landdroshowe en die reëls daarvolgens uitgevaardig en ingevolge die eiendom se titelbewys in soverre dit van toepassing is.

2. Tien persent (10%) van die koopprys moet in kontant betaal word teen ondertekening van die veilingvoorwaardes of andersins soos die Geregsbode/afslaer mag reël en die balanskoopsom tesame met rente daarop teen 22% (twee-en-twintig persent) per jaar bereken te word vanaf die datum van die verkoping tot en met die datum van betaling of registrasie van transport, watter ookal eerste mag plaasvind, betaling van die balanskoopsom moet ten gunste van Eisers se prokureurs versekureer word vir verrekening van Eisers deur middel van 'n bank- of ander goedgekeurde waarborg, watter waarborg aan Eisers se prokureurs gelewer moet word binne tien (10) dae na datum van die veiling.

3. Die volledige veilingvoorwaardes wat onmiddellik voor die veiling deur die Geregsbode/afslaer voorgelees sal word, lê ter insae ten kantoor van die Geregsbode en Eisers se prokureurs.

Gedateer te Paarl op hierdie 13de dag van Maart 1997.

D. Jooste & Kie, Prokureurs vir Eisers, Commercialstraat 10 (Posbus 232), Paarl, 7646. (Tel. 872-3131/2.) (Verw. D. G. Jooste.)

**Case No. 8113/96**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PAARL HELD AT PAARL**

**In the matter between NBS BANK LIMITED, Execution Creditor, and MOEGAMMAT SAIAD DAVIDS, First Execution Debtor, and KARIMAH DAVIDS, Second Execution Debtor**

In pursuance of a judgment of the above Court, the following immovable property will be sold in execution on Friday, 25 April 1997 at 11:00, at 55 Ambagsvallei Street, Paarl:

Erf 15109, Paarl, in the Municipality of Paarl, Division of Paarl, Province of the Western Cape, measuring 834 (eight hundred and thirty-four) square metres, held by Deed of Transfer T50461/88.

The property is situated at 55 Ambagsvallei Street, Paarl, and comprises a brick building under tiled roof, with lounge, dining-room, three bedrooms, bathroom, toilet, kitchen, cellar, servants' quarters and a half completed garage.

*Conditions of sale—abridged:*

1. The property will be sold without any reserve to the highest bidder subject to the terms of the Magistrates' Courts Act, and the rules made thereunder and in terms of the title deed of the property in so far as these are applicable.

2. The price shall be paid as follows: 10% (ten per centum) thereof in cash upon signature of the conditions of sale or otherwise as the Messenger of the Court/auctioneer may arrange and the balance of the purchase price together with interest thereon at the rate of 22% (twenty-two per centum) per annum calculated from the date of the auction up to and including the date of payment or registration of transfer whichever event may occur first, payment of the balance of the purchase price is to be secured by means of a bank or other approved guarantee in favour of the Plaintiff's attorneys for credit of the Plaintiffs and delivered to the Plaintiff's attorneys within ten (10) days from the date of auction.

3. The full conditions of the sale will be read out by the Messenger of the Court/auctioneer immediately prior to the sale and may be inspected at his office or at the offices of the Plaintiff's attorneys.

Dated at Paarl on this 13th day of March 1997.

D. Jooste & Co., Attorneys for the Plaintiff, 10 Commercial Street (P.O. Box 232), Paarl, 7620. [Tel. (021) 872-3131/2.] (Ref. D. G. Jooste.)

**Saak No. 20/97**

**IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD**

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en ELSON MATTHEE, Eerste Verweerder, en  
BRENDA CECILIA MATTHEE, Tweede Verweerder**

Ter uitvoering van 'n vonnis van die bogenoemde Agbare Hof, gedateer 11 Februarie 1997 sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 29 April 1997 om 11:30, op die perseel te Erf 35296, Goodwood, Fountain Mews 26, Commercialstraat, Elsiesrivier (ook bekend as Drommedarisstraat 7, Elsiesrivier) 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 35296, Goodwood, in die stad Tygerberg, afdeling Kaap, provinsie Wes-Kaap, groot 157 vierkante meter, gehou kragtens Transportakte T78529/95.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter met 'n woonhuis met teëldak, baksteenmure, sitkamer, kombuis, twee slaapkamers en badkamer.

Die eiendom kan geïnspekteer word in ooreenstemming 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 afslaaers- 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.)

Fourie Basson & Veldtman, Toplin Huis, Voortrekkerweg 219, Parow.

**Datum en verwysing:** 12 Maart 1997 (CJV/RB/4027.)

**Case No. 2960/96**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT MALMESBURY**

**In the matter between ABSA BANK LIMITED, Plaintiff, and FREDERICK MICHAEL JOSEPH FRAZER, and  
MARIA FRAZER, Defendant**

Kindly take notice that pursuant to a judgment of the above Honourable Court granted on 18 November 1996 and subsequent a warrant of execution the following property will be sold in execution on Tuesday, 6 May 1997 at 10:00, at the Magistrate's Court, Malmesbury, to the highest bidder namely:

A house consisting of lounge, kitchen, two bedrooms and bathroom, situated at 67 Goedehoop Street, Saxonsea, Atlantis, also known as Erf 10833, Wesfleur, in the Northern Substructure, Division Cape, Province of the Western Cape, size 322 square metres, held by Title Deeds T23426/93.

*Conditions of sale:*

1. The sale will be voetstoots subject to the conditions of the title deed whereunder the property is kept.
2. One tenth ( $\frac{1}{10}$ ) of the purchase price plus interest at the rate of 19,25% (nineteen comma two five per centum) per annum from date of sale to date of registration of the transfer. The purchaser must within fourteen (14) days after the sale supply the Plaintiff with a bank, or building society guarantee for the due fulfilment of all his obligations in terms of the conditions of sale.

The sale will be subject to the further conditions which will be read during the sale of execution. This further conditions will lie for inspection in the offices of the Sheriff of Malmesbury.

Dated at Goodwood on this 11th day of March 1997.

Steyn & Van Rhyn, Attorney for Plaintiff, 45 Voortrekker Road, Goodwood.

**Case No. 32393/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN

**In the matter between FIRST NATIONAL BANK OF SA LIMITED, Plaintiff, and  
QUINTON RAYMOND BOOYSEN, Defendant**

The following property will be sold in execution by public auction held at 14 Patrys Street, Fackreton, to the highest bidder on Thursday, 24 April 1997 at 11:00:

Erf 123065, Cape Town at Maitland, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 279 square metres, held by Deed of Transfer T8093/96, situated at 14 Patrys Street, Fackreton.

*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 at 28 Spencer Street, Maitland.

2. The following information is furnished but not guaranteed: A semi-detached dwelling under asbestos roof comprising two bedrooms, lounge, kitchen and bathroom/toilet.

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 Cape Town on this 5th day of March 1997.

Buchanan Boyes Attorneys, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town.

**Case No. 12630/96**

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 NEVILLE JOHNSON,  
First Judgment Debtor and SHARILYN CERISE JOHNSON, Second Judgment Debtor**

In pursuance of a judgment granted on 7 February 1997, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 29 April 1997 at 14:00, at Kuils River Court-house:

*Description:* Erf 8365, Kraaifontein, situated in the area of the Transitional Metropolitan Substructure of Kraaifontein, Paarl Division, in extent of four hundred and ninety-six (496) square metres. *Postal address:* 93 Hoff Street, Kraaifontein.

*Improvements:* Dwelling consisting of two bedrooms, lounge, kitchen, bathroom, toilet and garage (not guaranteed), held by Deed of Transfer 62970/94.

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:* 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% (nineteen 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 on this 6th day of March 1997.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, De Tyger Building, c/o McIntyre & Hannes Louw Drive (P.O. Box 713), Parow, 7500. [Tel. (021) 92-6017.] (Ref. A0452/48/WS/Mrs Wolmarans.)

Case No. 13455/96

## 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 IVOR ERNEST ROBERTSON, First Judgment Debtor, and URSULA ROBERTSON, Second Judgment Debtor**

In pursuance of a judgment granted on 7 February 1997, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 24 April 1997 at 14:00, at Kuils River Court-house:

*Description:* Erf 1020, Eerste River, in the Local Area of Melton Rose, Stellenbosch Division, in extent of three hundred and forty-five (345) square metres. *Postal address:* 2 Myra Road, Devon Park, Eerste River.

*Improvements:* Dwelling consisting of two bedrooms, lounge, kitchen, bathroom and toilet (not guaranteed), held by Deed of Transfer 23681/88.

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:* 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 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 on this 5th day of March 1997.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, De Tyger Building, c/o McIntyre & Hannes Louw Drive (P.O. Box 713), Parow, 7500. [Tel. (021) 92-6017.] (Ref. A0452/15/WS/Mrs Wolmarans.)

Case No. 10150/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK versus LEONARD HENRY LANGLEY and AGNES LANGLEY**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Wednesday, 23 April 1997 at 09:00, to the highest bidder:

Erf 1883, portion of Erf 1867, Gaylee, in extent 450 square metres, held by T41687/1988, situated at 5 Trader Street, Gaylee, Blackheath, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling consisting of lounge, kitchen, two 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. 162647/gt.)

Saak No. 3585/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK MOSSELBAAI GEHOU TE MOSSELBAAI

**In die saak tussen NBS BANK BEPERK, Eiser, en TERTIUS OOSTHUIZEN, Eerste Verweerder, en SHIRLEY LINORÉ OOSTHUIZEN, Tweede Verweerder**

Ingevolge uitspraak van die Landdroshof van Mosselbaai en lasbrief vir eksekusie teen goed, sal die ondervermelde eiendom op Woensdag, 30 April 1997 om 10:00, te Erf 984, Hartenbos (Roodewalweg 14, Hartenbos), aan die hoogste bieder verkoop word, naamlik:

Erf 984, Hartenbos, groot 952 vierkante meter, onderhewig aan die volgende voorwaardes:

1. Die eiendom sal voetstoots en sonder reserwe verkoop word aan die hoogste bieder, onderhewig aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en onderhewig aan die voorwaardes van die bestaande titelakte.

2. Die koopprys sal betaalbaar wees teen betaling van tien (10%) persent 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: Woning bestaande uit sitkamer, eetkamer, kombuis, vyf slaapkamers, een en 'n half badkamer, twee toilette, opwaskamer, dubbelmotorhuis met buitetoilet, swembad met plaveisel en mure.

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 13de dag van Maart 1997.

A. P. Deacon, vir Rauch-Gertenbach Ingelyf, Kerkstraat 10 (Posbus 132), Mosselbaai.

#### Saak No. 181/97

#### IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

#### In die saak tussen SAAMBOU BANK BEPERK, Eiser, en IZAK JAKOBS, Verweerder

Die volgende eiendom sal in eksekusie verkoop word op die perseel, Kuilsrivierhof, Van Riebeeckweg, Kuilsrivier, Wes-Kaap, op Dinsdag, 22 April 1997 om 09:00, aan die hoogste bieder:

Erf 1870, Eersterivier, groot 295 vierkante meter, gehou kragtens T71018/1981, geleë te Starlingstraat 31, Kleinvlei, Eersterivier, Wes-Kaap.

1. Die volgende verbetering word gemeld maar nie gewaarborg nie: *Woonhuis*: Baksteengebou, teëldak, skakelhuis, drie slaapkamers, sitkamer, kombuis, badkamer en toilet.

2. *Betaling*: Tien persent (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 20,25% (twintig komma twee vyf persent) per annum, bereken op die Vonnisskuldeiser se vordering vanaf die datum van verkoping tot datum van oordrag] teen registrasie van oordrag, welke bedrae verseker moet word deur 'n goedgekeurde bankwaarborg wat binne 14 (veertien) dae vanaf die verkoping afgelewer moet word.

3. Die Balju sal van enige bieder vereis om die 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 geleë ter insee in die kantoor van die Balju.

F. P. Esterhuyse, vir Steyl Prokureurs, Edwardstraat 130, Bellville. [Tel. (021) 919-0336.]

#### Case No. 15796/96

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

#### In the matter between CITIZEN BANK LIMITED, Plaintiff, and DRIESBEN BELLEGINGS BPK., Defendant

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 4 November 1996, the following property will be sold on Wednesday, 23 April 1997 at 12:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 3127, a portion of Erf 3097, Gonubie, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 250 (two hundred and fifty) square metres, held under T837/1993, known as 30 Seaspray, Sherwater Avenue, Gonubie, East London.

The sale aforesaid will take place at the property itself being 30 Seaspray, Sherwater Avenue, Gonubie, 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 Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: Townhouse consisting of: *Downstairs*: Lounge, dining-room, family room and kitchen. *Upstairs*: Two bedrooms, two bathrooms (one en suite), complex has bowling green and tennis courts.

Dated at East London on this 20th day of March 1997.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W05745.)

Case No. 13131/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK, versus JACOBUS ABRAHAM PRETORIUS VAN ZYL and ELSABE MARITA VAN ZYL**

The following property will be sold in execution at the site of the property, 148 11th Avenue, Belmont Park, Kraaifontein, Western Cape, on Wednesday, 7 May 1997 at 11:00, to the highest bidder:

Erf 4884, Kraaifontein, in extent 496 square metres, held by T55976/1995, situated at 148 11th Avenue, Belmont Park, Kraaifontein, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge/dining-room, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 Riebeeck Street, Cape Town. (Ref. 165585/gt.)

Case No. 12196/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK, versus MAUD ROSETTA COETZEE**

The following property will be sold in execution at the site of the property, 2 Cypress Street, Kraaifontein, Western Cape, on Wednesday, 7 May 1997 at 10:00, to the highest bidder:

Erf 12524, Kraaifontein, in extent 484 square metres, held by T76850/1993, situated at 2 Cypress Street, Kraaifontein, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, dining-room, family room, kitchen, four bedrooms, bathroom, toilet and single garage.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 Riebeeck Street, Cape Town. (Ref. 165267/gt.)

Case No. 1813/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK, versus CARL JACOBUS WALTERS and CLARINA MAGDALENA WALTERS**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Tuesday, 6 May 1997 at 09:00, to the highest bidder:

Erf 737, Blue Downs, in extent 245 square metres, held by T35921/1988, situated at 25 Lohr Crescent, Silversands, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge/dining-room, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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. 135337/gt.)

Case No. 8514/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK versus AARON ANDREW VAN NIEKERK  
and SHIRLEY MARSHALL VAN NIEKERK**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Tuesday, 6 May 1997 at 09:00, to the highest bidder:

Erf 2996, Blue Downs, in extent 270 (two hundred and seventy) square metres, held by T72092/1995, situated at 18 Oxford Crescent, 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*: 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 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 160476/gt.)

Case No. 8726/89

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK versus HARRY MATTHEWS KRIGE  
and ISABEL VALERIE ANNE KRIGE**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Tuesday, 6 May 1997 at 09:00, to the highest bidder:

Erf 136, Kleinvelei, in extent 570 (five hundred and seventy) square metres, held by T3319/1987, situated at 7 Stanley Street, Kleinvelei, 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 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 135037/gt.)

Case No. 12948/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK, versus JOHANNES SNELL and ELIZABETH LIZZIE BOTHA**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Tuesday, 6 May 1997 at 09:00, to the highest bidder:

Erf 2680, portion of Erf 1508, Scottsdene, in extent 343 (three four three) square metres, held by T2729/1995, situated at 5 Ventura Close, Pineview, Kraaifontein, 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 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 165581/gt.)

Case No. 12052/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK, versus LEON MARX and HENDRIKA JOHANNA MARX**

The following property will be sold in execution at the site of the property, 28 Mosselbank Way, Bonnie Brook, Kraaifontein, Western Cape, on Wednesday, 23 April 1997 at 11:15, to the highest bidder:

Erf 10846, Kraaifontein, in extent 619 (six hundred and nineteen) square metres, held by T9348/1996, situated at 28 Mosselbank Way, Bonnie Brook, Kraaifontein, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms, bathroom/toilet, shower/toilet and double garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 164807/gt.)

Case No. 2027/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK, versus ROGER IVAN SMITH**

The following property will be sold in execution at the site of the property, 132 Visser Street, Peerless Park, Kraaifontein, Western Cape, on Wednesday, 23 April 1997 at 10:30, to the highest bidder:

Erf 11822, portion of Erf 1260, Kraaifontein, in extent 315 (three hundred and fifteen) square metres, held by T5308/1995, situated at 132 Visser Street, Peerless Park, Kraaifontein, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms, bathroom/toile and garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 150340/gt.)

Case No. 11832/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK, versus SCHALK WILLEM VAN HEERDEN  
and SUSANNA HERMIENA ELZABETH VAN HEERDEN**

The following property will be sold in execution at the site of the property, 21 Limpopo Street, Bonnie Brook, Kraaifontein, Western Cape, on Wednesday, 23 April 1997 at 12:00, to the highest bidder:

Erf 7562, Kraaifontein, in extent 572 (five hundred and seventy-two) square metres, held by T19971/1996, situated at 21 Limpopo Street, Bonnie Brook, Kraaifontein, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, dining-room, family room, laundry, kitchen, four bedrooms, one and a half bathroom, two toilets, garage and swimming-pool.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 164812/gt.)

Case No. 41975/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**ABSA BANK LIMITED, trading as UNITED BANK versus VICTOR ANTHONY AMERICA and CONSTANCE AMERICA**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 30 April 1997 at 10:00, to the highest bidder:

Erf 6824, Grassy Park, in extent 440 (four hundred and forty) square metres, held by T13130/1989, situated at 37 Woodville Road, Grassy Park, 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 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 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeeck Street, Cape Town. (Ref. 163061/gt.)

Case No. 40087/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**ABSA BANK LIMITED, trading as UNITED BANK versus WILLIE ISAAC BOSMAN and CECILIA CHRISTINA BOSMAN**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 30 April 1997 at 10:00, to the highest bidder:

Erf 5884, portion of Erf 2622, Grassy Park at Lotus River, in extent 277 (two hundred and seventy-seven) square metres, held by T54229/1989, situated at 6A Kudu Avenue, Lotus 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 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 103156/gt.)

Case No. 46976/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**ABSA BANK LIMITED, trading as UNITED BANK versus MOHAMMAD FAAIZ DAVIDS**

The following property will be sold in execution at the site of the property, 38 Hanbury Road, Lansdowne, Western Cape, on Tuesday, 29 April 1997 at 10:00, to the highest bidder:

Erf 59719, Cape Town at Lansdowne, in extent 446 (four hundred and forty-six) square metres, held by T30554/1992, situated at 38 Hanbury Road, Lansdowne, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling comprising two residential units, two lounges, two kitchens, four bedrooms and two bathrooms/toilets.

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 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 103268/gt.)

Case No. 40454/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**ABSA BANK LIMITED, trading as UNITED BANK versus BERNARD CHARLES NOLAN and LILIAN JOSEPHINE NOLAN**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 30 April 1997 at 10:00, to the highest bidder:

Erf 5797, Grassy Park at Lotus River, in extent 303 square metres, held by T65412/1989, situated at 54 Gembok Road, Grassy Park, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two bedrooms, bathroom/toilet, garage and store-room.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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. 102145/gt.)

Case No. 106731/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,  
TODD STREET, PORT ELIZABETH

**In the matter between ABSA BANK, Plaintiff, and KEITH EARL CEASAR, First Defendant, and KAREN CEASAR, Second Defendant**

In pursuance of a judgment of the above Honourable Court on 31 December 1996 and a writ of execution issued in accordance therewith, the property listed hereunder will be sold in execution on Friday, 18 April 1997 at 14:15, to the highest bidder, at the front entrance of the New Law Courts Building, Magistrate's Court, Main Street, Port Elizabeth:

*Description of property:* The property is Section 14, in the scheme known as Park Villages, Della Fontein Road, Young Park, Port Elizabeth, in the Municipality and Division of Port Elizabeth, in extent 46 square metres.

*Conditions of sale:*

10% (ten per cent) of the sale price plus VAT (if applicable) plus the Sheriff's fees and commission, shall be payable in cash immediately after the sale.

The balance plus interest shall be payable against registration of transfer of the property into the purchaser's name.

The balance, interest and transfer costs are to be secured by a bank, building society or other guarantee acceptable to the Plaintiff's attorneys, which guarantee is to be delivered within 21 days from date of the sale.

The complete conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court (north), Port Elizabeth.

Dated at Port Elizabeth on this 21st day of February 1997.

Brown Braude & Vlok Inc., Plaintiff's Attorney, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth (Ref. J. J. Vlok/cva.)

**Saak No. 3052/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK SOMERSET-WES GEHOU TE SOMERSET-WES**

**In die saak tussen FLEETRENT (PTY) LTD, Eiser, en GRAHAM LINDSELL SMITH, Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 25 September 1996 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 22 April 1997 om 12:00, op die perseel geregteelik verkoop sal word, naamlik:

Erf 3115, Somerset-Wes, ook bekend as Goldmanweg 2, Somerset-Wes, bestaande uit vier slaapkamers, drie toilet/badkamers, kombuis en sit-/eetkamer.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Kerkstraat, Somerset-Wes, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen 'n koers van 15,5% (vyftien komma vyf persent) per jaar teen registrasie van transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Somerset-Wes op 25 Februarie 1997.

Du Plessis & Hofmeyr, St Jamesstraat 36, St Jamesstraat, Somerset-Wes, 7130; Posbus 1915, Somerset-Wes, 7129. [Tel. (024) 51-4124.] (Verw. YCR/NK0001.)

**Saak No. 7522/94**

**IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER**

**In die saak tussen Drs. C. H. NEVELING & C. BREDELL, Eiser, en mnr. L. ESAU, Verweerder**

Geliewe kennis te neem dat ingevolge uitspraak van bogenoemde Agbare Hof gedateer 27 Junie 1995 en daaropvolgende lasbrief vir eksekusie die hiernagemelde eiendom op 22 April 1997 om 09:00, by Kuilsrivier Landdroshof geregteelik verkoop sal word, naamlik:

Erf 4777, Blue Downs, ook bekend as Cameliastraat 10, Forest Village, Eersterivier.

Bestaande uit drie slaapkamers, sitkamer, kombuis, badkamer en toilet.

En neem verder kennis dat die verkoopvoorwaardes by die kantore van die Balju, Kuilsrivier, ter insae lê en behels onder andere die volgende:

1. Tien persent (10%) van koopsom op datum van veiling.
2. Balans koopsom, plus rente teen 'n koers van 18% (agtien persent) per jaar teen registrasie van transport.
3. Besit onderhewig aan enige huurkontrak.

Gedateer te Somerset-Wes op 11 Februarie 1997.

Du Plessis & Hofmeyr, St Jamesstraat 36, Somerset-Wes, 7130; Posbus 1915, Somerset-Wes, 7129. [Tel. (024) 51-4124.] (Verw. YCR/NB0100.)

Saak No. 7440/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE

**In die saak tussen ABSA BANK BEPERK, handeldrywend as TRUST BANK, Eiser, en  
MICHAEL JOHN BURKETT, Verweerder**

Ingevolge 'n vonnis van bogemelde Agbare Hof en 'n lasbrief vir eksekusie gedateer 9 Julie 1996, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 24 April 1997 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 639, in die munisipaliteit Uitenhage en afdeling Uitenhage, groot 1 487 (eenduisend vierhonderd sewe-en-tagtig) vierkante meter, gehou kragtens Transportakte T2351/90, geleë te Noordstraat 53, Uitenhage.

*Verbeterings:* 'n Woonhuis met gebruiklike buitegeboue alhoewel geen waarborg in verband daarmee gegee word nie.

*Terme en voorwaardes:* Die 10% (tien persent) van die koopprys sal tydens die verkoping betaalbaar wees en indien die Balju as afslaer opgetree het, sal 5% (vyf persent) van die opbrengs van die verkoping tot 'n prys van R30 000 en daarna 3% (drie persent) tot maksimum van R7 000 met 'n minimum van R260 ook deur die koper aan die Balju betaalbaar wees tydens die verkoping en vir die balans moet 'n aanneembare bank- of bouverenigingwaarborg aan die Balju voorsien word binne veertien (14) dae vanaf datum van die verkoping.

*Voorwaardes van verkoping:* Volle besonderhede van die verkoopvoorwaardes sal ter insae lê en kan nagegaan word by die kantoor van die Balju, Bairdstraat 4, Uitenhage.

Gedateer te Uitenhage op die 3de dag van Maart 1997.

G. P. van Rhyn, Minnaar & Kie., Eerste Verdieping, Rhymingebou, Republiek Plein, Uitenhage. (Verw. CTAM/tdp/S07279.)

Saak No. 7850/94

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS,  
TODDSTRAAT, PORT ELIZABETH

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en ERNEST OLIPHANT, Verweerder**

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth sal die ondergemelde eiendom verkoop word op 25 April 1997 om 14:15 by die hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Wes:

Erf 9319, Bethelsdorp, in die munisipaliteit en afdeling Port Elizabeth, groot 300 (driehonderd) vierkante meter, gehou kragtens Transportakte T38914/92, ook bekend as Gloxinialaan 33, Bethelsdorp, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdieping baksteenwoonhuis is met teëldak bestaande uit twee slaapkamers, kombuis, badkamer en sitkamer.

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 Maart 1997.

Aan: Die Balju, Port Elizabeth-Wes.

Stulting Delpont Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Case No. 666/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF FORT BEAUFORT HELD AT FORT BEAUFORT

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and Mr D. A. WARD, Defendant**

In execution of a judgment granted in the above Court on 3 February 1995 the following property will be sold by public auction at the Magistrate's Court, Fort Beaufort, on Thursday, 24 April 1997 at 10:00:

Erf 1404, Fort Beaufort, in the Municipality and Division of Fort Beaufort, in extent 288 square metres, held under Deed of Transfer T11205/90.

The property consists of a house, brick under iron, with two bathrooms.

**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. (Mr Laing.)

**Case No. 15166/96**  
**PH 255**

**IN THE HIGH COURT OF SOUTH AFRICA**  
(Cape of Good Hope Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and WILLEM BEUKES, First Defendant, and GERDA MAGRIETA BEUKES, Second Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 28 Streletzia Street, Kleinvlei, Eerste River, on Monday, 9 June 1997 at 10:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 29 Northumberland Avenue, Bellville:

Erf 1720, Kleinvlei, situated in the area of the Transitional Metropolitan Substructure of Melton Rose/Blue Downs, Division of Stellenbosch, Western Cape Province, in extent 155 square metres, and situated at 28 Streletzia Street, Kleinvlei, Eerste River.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A 70 square metre main dwelling consisting of a lounge, kitchen, pantry, two bedrooms and a bathroom with water closet.

**Terms:**

1. 10% (ten per centum) 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 or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.
2. Auctioneer's charges, payable on the day of the sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town this 19th day of March 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront; P.O. Box 67, Cape Town, Docex 87, Cape Town. (Tel. 419-5414.) (Ref. W. D. Inglis/cs/S2557/5833.)

**Saak No. 170/97**

**IN DIE LANDDROSHOF VIR DIE DISTRIK HUMANSDORP GEHOU TE HUMANSDORP**

**In die saak tussen BOLAND BANK PKS BEPERK, Eiser, en LOUIS DU PLESSIS FERREIRA, Verweerder**

Ter uitvoering van 'n vonnis van die Landdroshof te Humansdorp in die bovermelde saak, sal 'n verkoping van die ondergemelde eiendom by die Balju vir die Landdroshof se Kantoor, Hoofstraat 3, Humansdorp, gehou word op Vrydag, 25 April 1997 om 10:30, naamlik:

Die Restant van die plaas Zuurbrons Kloof 307, in die afdeling Humansdorp, groot 863,9282 (agthonderd drie-en-sestig komma nege twee agt twee) hektaar.

**Verbeterings:** Hoofgeboue, swembad, koelkamer, store, melkstal, groot stoor en arbeidershuise.

Die veilingvoorwaardes sal voor aanvang van die veiling gelees word en lê ter insae by die kantoor van die Balju vir die Landdroshof.

*Terme:* 10% (tien persent) van die koopprys en 4% (vier persent) afslaerskoste in kontant op dag van die veiling en die balans is betaalbaar op registrasie van transport in die naam van die koper en moet deur 'n bank, bougenootskap of ander aanneembare garansie gewaarborg word aan die Balju vir die Landdroshof binne 21 (een-en-twintig) dae vanaf datum van veiling.

Gedateer te Humansdorp hierdie 20ste dag van Maart 1997.

Nel Muller Mentz Ing., Prokureur vir Eiser, Bureaustraat 14, Humansdorp.

**Saak No. 2278/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen ABSA BANK BEPERK, handeldrywende as ALLIED BANK, Eiser, en  
MIKE BONA en SUSAN BONA, Verweerders**

Ten uitvoering van die vonnis van die Landdroshof, Kuilsrivier gedateer 5 Augustus 1996, sal die onroerende goed hieronder beskryf op Vrydag, 25 April 1997 om 09:00, by die Landdroshof, Kuilsrivier, per publieke veiling in eksekusie verkoop word aan die hoogste bieder:

Erf 1167, Hagley, afdeling Stellenbosch, Wes-Kaap provinsie, groot 325 (driehonderd vyf-en-twintig) vierkante meter, gehou kragtens Transportakte T9738/1994, ook bekend as Merlingsingel 5, Camelot, Blue Downs.

'n Woonhuis met teëldak bestaande uit twee 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 ( $\frac{1}{10}$ ) van die koopprys tesame met rente daarop teen 18,25% (agtien 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 hierdie 17de dag van Maart 1997.

P. F. Vos, vir Visagie Vos & Vennote, Prokureurs vir Eiser, Vasco Boulevard 181, Goodwood. [Tel. (021) 591-9221.] (Verw. PFV/A. Rudman/AB.7.)

**Case No. 12154/96**

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 AUBREY PETER ANDREWS, First Judgment Debtor, and IRENE MAGDALENA ANDREWS, Second Judgment Debtor**

In pursuance of a judgment granted on 14 February 1997, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 25 April 1997 at 09:00, at Kuils River Court-house:

*Description:* Erf 4938, Blue Downs, in the Local Area of Blue Downs, Stellenbosch Division, in extent two hundred and ninety-six (296) square metres, held by Deed of Transfer 61002/94.

*Postal address:* 12 Waterland Street, Blue Downs.

*Improvements:* Dwelling: Lounge, kitchen, bathroom, toilet and two bedrooms (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% (nineteen 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 on this 18th March 1997.

Saaiman, W. J. M., 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. A9452/49/WS/Mrs Wolmarans.)

Case No. 14032/96

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 ISAAC CALEDON BANTOM, First Judgment Debtor, and CECILIA MARGARET BANTOM, Second Judgment Debtor**

In pursuance of a judgment granted on 12 February 1997, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 6 May 1997 at 09:00, at Kuils River Court-house:

*Description:* Erf 4017, Kleinvlei, in the Local Area of Melton Rose, Stellenbosch Division, in extent two hundred and sixty-seven (267) square metres, held by Deed of Transfer 21832/88.

*Postal address:* 23 Sering Crescent, Melton Rose.

*Improvements:* Dwelling: Three bedrooms, lounge, kitchen, bathroom and toilet (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% (nineteen 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 on this 18th March 1997.

Saaiman, W. J. M., 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. A0452/65/WS/Mrs Wolmarans.)

Case No. 7606/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between UNITED BANK, a Division of ABSA BANK LIMITED, Plaintiff, and JOHN WILLIAM JORDAAN, Defendant**

The following property will be sold in execution at the Kuils River Court-house, on Thursday, 24 April 1997 at 14:00, to the highest bidder:

Erf 7159, Kraaifontein, situated at 11 Stanley Street, Zoo Park, Kraaifontein, measuring five hundred and seventy-three square metres, held by Title Deed T58373/95.

1. The following improvements are reported but not guaranteed: *Description:* Entrance, lounge, dining-room, family room, three bedrooms, kitchen, bathroom, water closet and single garage.

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/Z01588.)

Case No. 648/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT PORT ELIZABETH

**In the matter between NBS BANK LIMITED, Plaintiff, and SITHETHI BENNET JIM, First Defendant, and NOMBUYISELO PATRICIA JIM, Second Defendant**

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth, dated 24 January 1997, and a writ of execution dated at 31 January 1997, the property listed hereunder will be sold in execution on Friday, 25 April 1997 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 1240, Kwadwesi Extension 2, Administrative District of Port Elizabeth, measuring 303 (three hundred and three) square metres, situated at 20 Komanci Street, Kwadwesi 3, Port Elizabeth.

*Improvements:* Although not guaranteed, it consists of single storey, detached dwelling with tile roof and brick walls, 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. 10% (ten per cent) of the purchase price shall be paid on signature of the conditions of sale and the balance plus 22% (twenty two 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 on this 17th day of March 1997.

Joubert Galpin & Searle, Plaintiff's Attorneys, First Floor, NBS Building, 30 Main Street (P.O. Box 59), Port Elizabeth.

**Case No. 3148/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and LOUIS LEWIES, First Defendant, and LEWONIA MARGIE SERINE LEWIES, Second Defendant**

In pursuance of a judgment in the Magistrate's Court for the District of Somerset West and warrant of execution dated 27 August 1996, the following property will be sold in execution at the Magistrate's Court, Somerset West, on 22 April 1997 at 10:35, to the highest bidder:

Erf 2304, Macassar, situated in the Transitional Metropolitan Substructure of Macassar and Division of Stellenbosch, Western Cape Province, measuring 238 (two hundred and thirty-eight) square metres, held by Deed of Transfer T9675/86, also known as 81 Koedo Street, Macassar, Western Cape Province.

*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 foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: Lounge, dining-room, kitchen, bathroom, w.c., three bedrooms plus separate flat, lounge, kitchen, bedroom and bathroom/wc./shower.

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 20% (twenty 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 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 Magistrate's Court immediately prior to the sale may be inspected at his office.

Meintjes & Champion, for Cluver Markotter Incorporating, Attorneys for Plaintiff, Fourt Floor, Oude Bloemhof Building, Plein Street, Stellenbosch.

**Case No. 3752/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and BERNARD DAVIDS, First Defendant, and SHARON DAVIDS, Second Defendant**

In pursuance of a judgment in the Magistrate's Court for the District of Somerset West and warrant of execution dated 22 November 1996, the following property will be sold in execution at the Magistrate's Court, Somerset West, on 22 April 1997 at 10:00, to the highest bidder:

Erf 3020, Macassar, situated in the Transitional Metropolitan Substructure of Macassar and Division of Stellenbosch, Western Cape Province, measuring 277 (two hundred and seventy seven) square metres, held by Deed of Transfer T19627/96, also known as 5 Trinidad Street, Macassar, Western Cape Province.

*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 foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: Lounge, dining-room, kitchen, bathroom/toilet and three bedrooms.

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 20% (twenty) 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 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 Magistrate's Court immediately prior to the sale may be inspected at his office.

Meintjes & Champion, for Cluver Markotter Incorporating, Attorneys for Plaintiff, Fourth Floor, Oude Bloemhof Building, Plein Street, Stellenbosch.

**Saak No. 12559/95**

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen BOLAND BANK PKS BEPERK, Eiser, en JAN LOUW, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 2 Februarie 1996, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 22 April 1997 om 09:00 voor die Landdroskantoor, Van Riebeeckweg, Kuilsrivier, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 227, Eersterivier, in die gebied van die Metropolitaanse Oorgangsubstruktuur van Melton Rose/Blue Downs, afdeling Stellenbosch, provinsie Wes-Kaap, geleë te Ericastraat 7, Devon Park, Eersterivier, groot 496 vierkante meter, gehou kragtens Transportakte T52678/1984.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met drie slaapkamers, sitkamer, eetkamer, kombuis, badkamer, toilet, enkelmotorhuis en bediendekwartiere.

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr. E. J. Matthee, Northumberlandweg 29, Bellville. (Tel. 948-8326.)

*Betaalvoorwaardes:* Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- 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 Balju, mnr. E. J. Matthee, Northumberlandweg 29, Bellville. (Tel. 948-8326.)

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3382.)

**Saak No. 11938/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen BOLAND BANK PKS BEPERK, Eiser, en GERT ADAMS, Eerste Verweerder, en KATIE ADAMS, Tweede Verweerderes**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 13 Desember 1996, sal die hiernabeskrewe vaste eiendom in Eksekusie verkoop word op Dinsdag, 22 April 1997 om 09:00 voor die Landdroskantoor, Van Riebeeckweg, Kuilsrivier, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 1265, Blue Downs, in die Oostelike Substruktuur, afdeling Stellenbosch, provinsie Wes-Kaap, geleë te Van Goghseingel 39, Malibu Village, Blue Downs, groot 390 vierkante meter, gehou kragtens Transportakte 35603/1988.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, drie slaapkamers, sitkamer, kombuis, badkamer en toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr. E. J. Matthee, Northumberlandweg 29, Bellville. (Tel. 948-8326.)

*Betaalvoorwaardes:* Tien persent (10%) van die koopprys van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- 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 Balju, mnr. E. J. Matthee, Northumberlandweg 29, Bellville. (Tel. 948-8326.)

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3684.)

Saak No. 1449/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK CERES GEHOU TE CERES

**In die saak tussen ABSA BANK BEPERK, Eiser, en GEORGE PETERSEN, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 11 Oktober 1996, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Vrydag, 18 April 1997 om 10:00, op die perseel te Burgstraat 451, Bella Vista, Ceres, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 4192, Ceres, in die munisipaliteit en afdeling Ceres, provinsie Wes-Kaap, groot 312 vierkante meter, gehou kragtens Transportakte T6094/1996.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n skakelhuis met baksteenmure, asbesdak, twee slaapkamers, sitkamer, kombuis en badkamer/toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr. J. A. Koch, Rivierkantstraat 1, Ceres. [Tel. (0233) 2-2168.]

**Betaalvoorwaardes:** Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die Balju-kommissie betaal word. Die balans-koopprijs tesame met rente daarop teen 19,25% (negentien komma twee vyf persent) per jaar op die bedrag van Eiser se eis (en in geval daar enige preferente skuldeiser is, ook die rente wat ten opsigte van sodanige preferente skuldeiser se eis betaalbaar is) vanaf datum van verkoping tot datum van oordrag, betaal moet word teen registrasie van transport. Sodanige bedrag moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die Balju, mnr. J. A. Koch, Rivierkantstraat 1, Ceres. [Tel. (0233) 2-2168.]

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3382.)

Saak No. 10286/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen BOLAND BANK PKS BEPERK, Eiser, en GAVIN JOHN PATIENCE, Eerste Verweerder, en CHERYL FELICIA PATIENCE, Tweede Verweerderes**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 13 November 1996, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Dinsdag, 22 April 1997 om 09:00, voor die Landdroskantoor, Van Riebeeckweg, Kuilsrivier, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Balju by die veiling uitgelees sal word:

Erf 1444, Blue Downs, in die oostelike substruktuur, afdeling Stellenbosch, provinsie van die Wes-Kaap, geleë te Paris Way 28, Blue Downs, Eersterivier, groot 350 (driehonderd en vyftig) vierkante meter, gehou kragtens Transportakte T70512/1988.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, teëldak, drie slaapkamers, sitkamer, kombuis, badkamer en toilet.

Die eiendom kan geïnspekteer word in oorleg met die Balju, mnr. E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

**Betaalvoorwaardes:** Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprijs 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 Balju, mnr. E. J. Matthee, Northumberlandweg 29, Bellville (Tel. 948-8326).

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3589.)

Saak No. 11035/94

## IN DIE LANDDROSHOF VIR DIE DISTRIK KAAPSTAD GEHOU TE KAAPSTAD

**In die saak tussen BOLAND BANK PKS BEPERK, Eiser, en ARNOLD CLAUDE LE ROUX, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 26 Julie 1994, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op Donderdag, 24 April 1997 om 10:00, op die perseel te Sunderlandstraat 103, (Factreton), Kensington, 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 129291, Kaapstad, te Maitland, in die sentrale substruktuur, afdeling Kaap, provinsie van die Wes-Kaap, groot 295 (tweehonderd vyf-en-negentig) vierkante meter, gehou kragtens Transportakte T50877/1990.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter en bestaan uit 'n woonhuis met baksteenmure, sinkdak, drie slaapkamers, sitkamer, kombuis en twee badkamers.

Die eiendom kan geïnspekteer word in ooreenstemming met die afslaer, mnr. C. J. Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, mnr. J. Coetzee, Spencerstraat 28, Maitland (Tel. 511-5256).

**Betaalvoorwaardes:** Tien persent (10%) van die koopprijs van die eiendom moet onmiddellik na die veiling tesame met die afslaaers- en/of Balju-kommissie betaal word. Die balans-koopprijs 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, mnr. C. J. Veldtman, Toplinhuis, Voortrekkerweg 219, Parow (Tel. 92-0040) en/of die Balju, mnr. J. Coetzee, Spencerstraat 28, Maitland (Tel. 511-5256).

Fourie Basson & Veldtman, Toplinhuis, Voortrekkerweg 219, Parow. (Verw. JF/LA/B3068.)

#### Case No. 12426/96

#### 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 T. M. and F. J. MERRICK, Judgment Debtor

The undermentioned property will be sold in execution at the premises at 16 Rietbok Street, Langeberg Ridge, Kraaifontein, on 7 May 1997 at 14:00:

Erf 12931, Kraaifontein, situated in the area of the Eastern Substructure of Kraaifontein, Cape Division, Western Cape, in extent 515 (five one five) square metres, comprising four bedrooms, kitchen, lounge and bathroom/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/00600.)

#### Saak No. 1724/96

#### IN DIE LANDDROSHOF VIR DIE DISTRIK VAN HUMANSDORP GEHOU TE HUMANSDORP

#### In die saak tussen BOLAND BANK PKS BEPERK, Eiser, en HESTER SUSAN JACOBS, Verweerder

Ter uitvoering van 'n vonnis van die Landdroshof te Humansdorp, in die bovermelde saak sal 'n verkoping van die ondergemelde eiendomme by die Balju vir die Landdroshof se Kantoor, Hoofstraat 3, Humansdorp, gehou word op 25 April 1997 om 10:30, naamlik:

Erf 1770, Kruisfontein in die Plaaslike Gebied van Kruisfontein, afdeling Humansdorp, en geleë te Hoffmanstraat 33, Kruisfontein, Humansdorp, groot 796 (sewehonderd ses-en-negentig) vierkante meter.

**Verbeterings:** Vierslaapkamerwoonhuis met sitkamer, eetkamer, kombuis, gesinskamer, vol badkamer, aparte toilet en waskamer.

Die veilingvoorwaardes sal voor aanvang van die veiling gelees word en lê ter insae by die kantoor van die Balju vir die Landdroshof.

**Terme:** 10% (tien persent) van die koopprijs en 4% (vier persent) afslaaerskoste in kontant op dag van die veiling en die balans is betaalbaar op registrasie van transport in die naam van die koper en moet deur 'n bank, bougenootskap of ander aanneembare garansie gewaarborg word aan die Balju vir die Landdroshof binne 21 (een-en-twintig) dae vanaf datum van veiling.

Gedateer te Humansdorp hierdie 10de dag van Maart 1997.

Nel Muller Mentz Ing., Prokureur vir Eiser, Bureaustraat 14, Humansdorp.

#### 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, Pascoe Crescent, Port Alfred, by public auction on the 25 April 1997 at 10:00:

1. Erf 3656, Port Alfred, situated in the area of the Port Alfred Transitional Local Council, in extent 950 (nine hundred and fifty) square metres, held by Deed of Transfer T56500/88 (known as 18 Smith Street, Port Alfred).

2. Erf 522, Seafield (formerly Erf 223, Seafield), situated in the Local Area of Seafield, Division of Bathurst, Province of the Eastern Cape, in extent 673 (six hundred and seventy-three) square metres, held by Deed of Transfer T32399/1990, subject to all the conditions contained therein (known as 71 Fletcher Road, Seafield).

Whilst nothing is guaranteed it is understood that Erf 3656, Port Alfred consists of a brick dwelling-house under asbestos roof, with lounge, dining-room, four bedrooms, one and a half bathroom, servants' quarters, garage and carport; and Erf 522, Seafield, is a vacant erf and there are no improvements on the property.

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, Pascoe Crescent, Port Alfred.

Dated at Grahamstown this 24th day of March 1997.

Dold & Stone, Attorneys for Plaintiff, 100 High Street, Grahamstown. (Ref. Mr T. C. White.)

**Case No. 40/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and Mrs T. O. DUNJWA, Defendant**

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 19 February 1997, the following property will be sold on Thursday, 24 April 1997 at 11:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 43574, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 495 (four hundred and ninety-five) square metres, held under T0087/1996, known as 95 Jennings Road, Amalinda, East London.

The sale aforesaid will take place at the property itself, being 95 Jennings Road, Amalinda, East London.

*Conditions of sale:*

1. The purchase 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 Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: A conventional dwelling under tiled roof, comprising three bedrooms, bathroom, lounge, dining-room and kitchen.

Dated at East London on this 18th day of March 1997.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W05565.)

**Case No. 483/97**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and Mr A. S. ROBERTS,  
First Defendant, and Mrs M. J. ROBERTS, Second Defendant**

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 31 January 1997, the following property will be sold on Wednesday, 23 April 1997 at 09:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 2846, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 385 (three hundred and eighty-five) square metres, held under T3639/1990, known as 13 Observatory Place, Buffalo Flats, East London.

The sale aforesaid will take place at the Magistrate's Court, Buffalo Street, 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 Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: A conventional dwelling under asbestos roof comprising two bedrooms, bathroom, lounge, dining-room, lounge, family-room and kitchen.

Dated at East London on this 18th day of March 1997.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W06442.)

**Case No. 18282/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and  
Miss P. MPOFANA, Defendant**

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 30 January 1997, the following property will be sold on Thursday, 24 April 1997 at 10:00, to the highest bidder subject to the provisions of the conditions of sale:

A unit consisting of Section 8 on Sectional Plan SS12/1993, in the scheme known as Anstro Court, in respect of the land and building/s situated at East London Transitional Local Council, Division of East London, of which area is 82 (eighty-two) square metres in extent, held under ST6516/1995, known as 8 Anstro Court, Tennyson Street, Quigney, East London.

The sale aforesaid will take place at the property itself, being 8 Anstro Court, Tennyson Street, Quigney, 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 Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: A flat consisting of two bedrooms, bathroom, lounge and kitchen.

Dated at East London on this 18th day of March 1997.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W06319.)

**Case No. 17671/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and Mr N. G. TAKI, Defendant**

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 29 January 1997, the following property will be sold on Wednesday, 23 April 1997 at 09:00, to the highest bidder, subject to the provisions of the conditions of sale:

Erf 32362, East London (Gompo Town), East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 396 (three hundred and ninety-six) square metres, held under TL56/1992, known as 7A Ford Street, Gompo Town, East London.

The sale aforesaid will take place at the Magistrate's Court, Buffalo Street, 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 Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: A conventional dwelling under asbestos roof comprising two bedrooms, bathroom, lounge and kitchen.

Dated at East London on this 18th day of March 1997.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W06110.)

**Case No. 15795/96**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON**

**In the matter between CITIZEN BANK LIMITED, Plaintiff, and Mrs A. de KOCK, Defendant**

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 4 November 1996 the following property will be sold on Wednesday, 23 April 1997 at 11:30, to the highest bidder subject to the provisions of the conditions of sale:

Erf 3642 (a portion of Erf 3069), Gonubie, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 1 041 (one thousand and forty-one) square metres, held under T2263/1989, known as 5 Meier Street, Gonubie, East London.

The sale aforesaid will take place at the property itself being 5 Meier Street, Gonubie, 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 Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.

4. The following information is furnished, but not guaranteed: A conventional double storey dwelling under tiled roof comprising downstairs—lounge, dining-room, study, family room, bedroom, bathroom and kitchen. Upstairs—two bedrooms, two bathrooms (main en suite), double garage, outside room and pool.

Dated at East London on this 19th day of March 1997.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W05744.)

**Case No. 17746/96**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON**

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and Miss N. FASI, Defendant**

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 30 January 1997 the following property will be sold on Thursday, 24 April 1997 at 09:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 29333, East London (Gompo Town), East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 487 (four hundred and eighty-seven) square metres, held under TL3833/1990, known as 15 Mambu Crescent, Gompo Town, East London.

The sale aforesaid will take place at the Magistrate's Court, Buffalo Street, 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 Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.
4. The following information is furnished, but not guaranteed: A conventional dwelling under concrete tiles comprising three bedrooms, bathroom, lounge, dining-room and kitchen.

Dated at East London on this 18th day of March 1997.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W06183.)

**Case No. 17716/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF EAST LONDON HELD AT EAST LONDON

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and Miss N. P. MJUZA, First Defendant, and Miss A. HARRISON, Second Defendant**

In pursuance of a judgment of the above Honourable Court and a warrant of execution dated 30 January 1997 the following property will be sold on Wednesday, 23 April 1997 at 09:00, to the highest bidder subject to the provisions of the conditions of sale:

Erf 25804, East London, East London Transitional Local Council, Division of East London, Province of the Eastern Cape, in extent 282 (two hundred and eighty-two) square metres held under T3718/1996, known as 4 Navigator Crescent, Buffalo Flats, East London.

The sale aforesaid will take place at the Magistrate's Court, Buffalo Street, 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 Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.
4. The following information is furnished, but not guaranteed: A conventional dwelling under asbestos roof, comprising three bedrooms, bathroom, lounge and kitchen.

Dated at East London on this 18th day of March 1997.

C. Kloot, for Bate, Chubb & Dickson Inc., Plaintiff's Attorneys, Suite 3, Norvia House, 34 Western Avenue, Vincent, East London. (Ref. Mr Kloot/LDM/W07052.)

**Saak No. 35946/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en M. SIERS, Eksekusieskuldenaar**

Ingevolge uitspraak van die Landdros, Wynberg, en lasbrief vir eksekusie teen goed gedateer 15 Oktober 1996, sal die ondervermelde eiendom op 17 April 1997 om 14:00, te 23 Greenvalley Close, Diep Rivier, aan die hoogste bieder geregtelik verkoop word, naamlik:

Sekere Erf 149455, Kaapstad in Diepvier, geleë in die Metropolitaanse Oorgangsubstruktuur van Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 267 (tweehonderd sewe-en-sestig) vierkante meter, gehou kragtens Transportakte T47191/95, bestaande uit drie slaapkamers, sitkamer, kombuis, badkamer/toilet en motorhuis.

1. Die eiendom sal aan die hoogste bieder verkoop word, sonder reserwe, welke verkoping onderhewig sal wees aan die terme en voorwaardes van die Wet op Landdroshowe (Wet 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% (twintig 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 Wynberg.

Gedateer te Kaapstad op die 19de dag van Februarie 1997.

Jan S. de Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP-Sentrum, Thibaultplein 1, Kaapstad. (Verw. D. J. Nel/HS/G6879.)

Case No.15347/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GOODWOOD HELD AT GOODWOOD

**In the matter between ABSA BANK LIMITED, Judgment Creditor, and  
FREDERICK REGINALD HYMAN, First Judgment Debtor, and FREDA DOROTHY HYMAN, Second Judgment Debtor**

The following property will be sold in execution at the Court-house on Tuesday, 29 April 1997 at 11:00, to the highest bidder:

Erf 134082, Cape Town at Bonteheuwel, in the area of the Transitional Metropolitan Substructure of Cape Town, Division Cape, Province of the Western Cape, in extent 221 (two hundred and twenty-one) square metres, held by Deed of Transfer T51550/1995, situated at 59 Bonteheuwel Avenue, Bonteheuwel, Cape.

1. The following improvements are reported but not guaranteed: Brickwall building under a asbestos roof, consisting 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% 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 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions.* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

H. Mohamed & Associates, Attorneys for Judgment Creditor, corner of Klipfontein and Belgravia Roads, Athlone. (Ref. Coll/ML/sg18/58642/96.)

Case No. 27869/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**In the matter between ABSA BANK LIMITED, Judgment Creditor, and PATRICK COETZEE, First Judgment Debtor,  
and JEAN DOREEN COETZEE, Second Judgment Debtor**

The following property will be sold in execution at the Court-house on Wednesday, 30 April 1997 at 10:00, to the highest bidder:

Erf 131478, Cape Town at Athlone, in the area of the Transitional Metropolitan Substructure of Cape Town, Division Cape, Province of the Western Cape, in extent 345 (three hundred and forty-five) square metres, held by Deed of Transfer T65049/1992, situated at 6 Brandon Street, Alicedale, Athlone, Cape.

1. The following improvements are reported but not guaranteed: Brickwall building under a asbestos roof, consisting 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% 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 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions.* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

H. Mohamed & Associates, Attorneys for Judgment Creditor, corner of Klipfontein and Belgravia Roads, Athlone. (Ref. Coll/ML/sg18/58641/96.)

Case No. 33660/97

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

**In the matter between N.B.S. BANK LTD, Plaintiff, and MOHAMMED CASSIEM OSMAN, Defendant**

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 10 December 1996, the undermentioned property will be sold in execution at the premises on Wednesday, 30 April 1997 at 09:00:

Erf 20408, Parow, situated in the Tygerberg Substructure, Division Cape, Province of Western Cape, measuring 453 (four hundred and fifty-three) square metres, held by Deed of Transfer T35754/95, and comprising lounge, dining-room, three bedrooms, two bathrooms, two toilets, kitchen and outside room, and known as 42 De Villiers Street, Parow Valley.

*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 this 10th day of February 1997.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case No. 28251/90

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**ABSA BANK LIMITED, trading as UNITED BANK, versus BERNARD GRENVILLE LANGENHOVEN and LINDA SOPHIA LANGENHOVEN**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 30 April 1997 at 10:00, to the highest bidder:

Erf 141781, Cape Town at Retreat, in extent 404 square metres, held by T42316/1988, situated at 17 Golden Road, Retreat, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment*: 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. 125937/gt.)

Case No. 32499/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and JOHN DANIEL EDWARDS, First Defendant, and ORIEL GAIL EDWARDS, Second Defendant**

In the above matter a sale will be held on Thursday, 24 April 1997 at 10:00, at the site of 129 Murray Street, Durbanville, being:

Erf 7001, Durbanville, situated in the area of the Transitional Metropolitan Substructure, Durbanville, Cape Division, Province of Western Cape, measuring 9 675 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): Semi completed dwelling comprising four bedrooms, two bathrooms, single garage and three horse stables.

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. 9395/96**

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 ARTHUR CARL FORTUNE, First Defendant, and ANNUNTIA ORIENTIA FORTUNE, Second Defendant**

In the above matter, a sale will be held on Tuesday, 22 April 1997 at 10:00, at the site of 63 The Palms, corner of Old Oak and Old Paarl Roads, Bellville.

Being Section 43, The Palms, situated at Bellville, in the area of the Transitional Metropolitan Substructure, Bellville, measuring 41 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 two bedrooms, lounge, open plan kitchen 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 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. 3628/91**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PATRICK WALBRUGH, First Defendant, and PETRONELLA ISABELLA WALBRUGH, Second Defendant**

In the above matter, a sale will be held on Monday, 21 April 1997 at 11:00, at the site of 78 Sydow Street, Bernadino Heights, Kraaifontein.

Being Erf 218, Scottsdene, in the Local Area of Scottsdene, Stellenbosch Division, measuring 1 028 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 four bedrooms, one and a half bathroom, lounge, dining-room, kitchen and double garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

**Case No. 1187/1993**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**ABSA BANK LIMITED, trading as UNITED BANK versus DERRICK RONALD DARIES**

The following property will be sold in execution in front of the Court-house for the District of Wynberg, on Wednesday, 30 April 1997 at 10:00, to the highest bidder:

Erf 38, Zeekoeivlei, in extent 551 square metres, held by T10693/1992, situated at 6 Coot Road, Zeekoeivlei, 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. 103473/gt.)

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**Case No. 4567/96**

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  
MOHAMED AMIN KING, Judgment Debtor**

The following will be sold in execution in front of the Court-house for the District of Mitchells Plain, on Thursday, 24 April 1997 at 10:00, to the highest bidder:

Erf 7850, measuring 231 square metres, held by T52192 dated 31 August 1990, situated at 7 Vink, Rocklands, Mitchells Plain, in the Cape.

1. The following improvements on the property are reported but nothing is guaranteed: Semi-detached dwelling built of brick walls under tiled roof consisting of four bedrooms, lounge, kitchen, bathroom and toilet, dining-room and garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,55 (nineteen comma fifty-five per cent) Judgment Creditor's claim from the date of sale to the date of transfer] against registration of transfer which amounts are to be secured by approved bank-guaranteed cheque to be delivered within 14 days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. The full conditions of sale which will be read out by the Sheriff prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers Incorporated, Plaintiff's Attorneys, First Floor, Southern Life Centre, 8 Riebeek Street, Cape Town. (Ref. 150672/Mrs Wentzel.)

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**Case No. 2059/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK versus VINCENT VICTOR RAMOS and  
MARLENE KATHLEEN RAMOS**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Tuesday, 29 April 1997 at 14:00, to the highest bidder:

Erf 3652, Kleinvlei, in extent 379 square metres, held by T66039/1988, situated at 53 Muller Street, Kleinvlei, Eerste River, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, three bedrooms, bathroom and toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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. 150339/gt.)

Case No. 12270/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK versus SAREL ANDRIES DANIELS and DESIREE GALE DANIELS**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Wednesday, 23 April 1997 at 09:00, to the highest bidder:

Erf 1102, Kleinvlei, in extent 555 square metres, held by T35352/1987, situated at 14 Ceres Street, Palm Park, Kleinvlei, Western Cape.

1. The following improvements are reported but not guaranteed: Dwelling: Lounge, kitchen, two bedrooms and bathroom/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 Riebeeck Street, Cape Town. (Ref. 165283/gt.)

Case No. 11831/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK versus JOEL CEDRIC ONVERWACHT and PRISCILLA EDITH ONVERWACHT**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Wednesday, 23 April 1997 at 09:00, to the highest bidder:

Erf 786, Blue Downs, in extent 162 square metres, held by T26938/1989, situated at 4 Baden Close, Silversands, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 Riebeeck Street, Cape Town. (Ref. 164810/gt.)

Case No. 34736/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

**ABSA BANK LIMITED, trading as UNITED BANK versus ANDRE VAN DER WALT and JOHANNA ANNA HELENA VAN DER WALT**

The following property will be sold in execution at the site of the property, 15 Herbert Street, Oakdale, Bellville, Western Cape, on Tuesday, 22 April 1997 at 11:00, to the highest bidder:

Remainder Erf 5317, Bellville, in extent 655 square metres, held by T41923/1996, situated at 15 Herbert Street, Oakdale, Bellville, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and shower/toilet. *Flat:* Lounge, kitchen, bedroom 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. 164811/gt.)

**Case No. 9196/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK versus JAN BOOISE and EVELYN SONAY BOOISE**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Wednesday, 23 April 1997 at 09:00, to the highest bidder:

Erf 5688, Blue Downs, in extent 162 square metres, held by T49325/1995, situated at 26 Peppertree Crescent, Hindle Park, Blue Downs, 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. 161060/gt.)

**Case No. 13123/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK versus ROLAND NOEL QUANTOI and AVRIL QUANTOI**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Wednesday, 23 April 1997 at 09:00, to the highest bidder:

Erf 2874, Blue Downs, in extent 350 (three hundred and fifty) square metres, held by T74508/1988, situated at 28 Cococabana Way, Malibu Village, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, kitchen, two bedrooms, bathroom/toilet and double garage.

2. *Payment:* Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 166081/gt.)

**Case No. 12946/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK versus NICO HENRY ANDREW OLIVIER  
and JUDY BEATRICE OLIVIER**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Wednesday, 23 April 1997 at 09:00, to the highest bidder:

Erf 665, Blue Downs, in extent 234 (two hundred and thirty-four) square metres, held by T35382/1995, situated at 10 Waldorf Place, Silversands, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, three bedrooms, bathroom/toilet, single garage and carport.

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 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 165578/gt.)

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**Case No. 11834/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK versus LOGAN MORGAN and NASHEBA MORGAN**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Wednesday, 23 April 1997 at 09:00, to the highest bidder:

Erf 2299, Blue Downs, in extent 283 (two hundred and eighty-three) square metres, held by T48851/1991, situated at 13 Athens Street, The Conifers, 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 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 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 164808/gt.)

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**Case No. 8739/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK versus GLYNN MARLOW HINDLEY and SHAHIEDA HINDLEY**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Wednesday, 23 April 1997 at 09:00, to the highest bidder:

Erf 4126, Blue Downs, in extent 344 (three hundred and forty-four) square metres, held by T27068/1995, situated at 23 Kirchen Crescent, Silversands, Blue Downs, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling*: Lounge, kitchen, three bedrooms and bathroom/toilet.

2. *Payment*: Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 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 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions*: The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 160649/gt.)

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**Case No. 8861/89**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK versus ROSINA WILHELMINA NAOMI BUYS**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Wednesday, 23 April 1997 at 09:00, to the highest bidder:

Erf 3110, Kleinvlei, in extent 514 (five hundred and fourteen) square metres, held by T48694/1988, situated at 26 Silwereik Street, Kleinvlei Annexure, Western Cape.

1. The following improvements are reported but not guaranteed: *Dwelling:* Lounge, dining-room, kitchen, three bedrooms, bathroom/toilet and shower/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 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 134602/gt.)

#### Case No. 5734/90

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**ABSA BANK LIMITED, trading as UNITED BANK versus WILLIAM JOHN ALFRED ENGELBRECHT and ALETTA MAGDALENA ENGELBRECHT**

The following property will be sold in execution in front of the Court-house for the District of Kuils River, on Wednesday, 23 April 1997 at 09:00, to the highest bidder:

Erf 1489, Kleinvlei, in extent 494 (four hundred and ninety-four) square metres, held by T29655/1988, situated at 40 Adenandra Street, Kleinvlei, 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 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Silberbauers, Attorneys for Judgment Creditor, 8 Riebeek Street, Cape Town. (Ref. 134785/gt.)

#### Case No. 10235/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between Mr ABDURAGIEM CADER, Plaintiff, and MOSES ABRAHAM ISAACS and URSULA GILLIAN ISAACS, Defendant**

In pursuance of judgment granted in the Mitchells Plain Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on Tuesday, 20 May 1997 at 10:00, at the Court-house, to the highest bidder:

*Description:* Tiled roof brick wall dwelling, consists of three bedrooms, lounge, kitchen and bathroom/toilet, in extent 168 square metres.

*Postal address:* Erf 10686, also known as 2 Disa Street, Lenteguur, Mitchells Plain.

*Improvements:* Not guaranteed.

Held by the Defendant in his name under Deed of Transfer T79543/94.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the 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.

Dated at Bellville on this 19th day of February 1997.

Appollis Schoombee Pretorius, Plaintiff's Attorneys, Sixth Floor, Van der Stel Building, 68 Durban Road, Bellville, 7535. [Tel. (021) 946-2289.] (Ref. vb/WP/C0005/1.)

Case No. 43836/96

## 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 DENIS LLEWELLYN JACOB DERBY, Defendant**

In terms of a judgment granted by the Magistrate's Court for the District of Wynberg dated 27 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 124 Woodgate Road, Plumstead, to the highest bidder on 5 May 1997 at 14:00:

Erf 72923, Cape Town at Plumstead, in the Area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of the Western Cape, in extent 495 (four hundred and ninety-five) square metres.

*Street address:* 124 Woodgate Road, Plumstead.

*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: Single dwelling, brick walls under a tiled roof, consisting of three bedrooms, lounge, kitchen, bathroom, 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, 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 21st day of February 1997.

Sonnenberg Hoffmann & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town.  
(Ref. G. Bellairs/CF/M188564.)

Case No. 3023/95

## IN THE HIGH COURT OF SOUTH AFRICA

(South-Eastern Cape Local Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and BONAKELE SIDWELL MAKASI, First Defendant, and NOMBULELO ANGELINA MAKASI, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 30 September 1996, and an attachment in execution dated 14 October 1996, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 18 April 1997 at 15:00:

Erf 11323, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 308 square metres, situated at 20 Ncera Street, Motherwell, 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, three 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, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 1 Pickering Street, Newton Park, Port Elizabeth, telephone 391-2611.

*Terms:* 10% (ten per cent) and Deputy Sheriff's charges of 5% (five per cent) on the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000 and thereafter 3% (three per cent) up to a maximum fee of R7 000 subject to a minimum of R260 on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Deputy Sheriff within twenty-one (21) days from the date of sale.

Dated at Port Elizabeth this 11th day of March 1997.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (AB/am/224.)

Case No. 107/97  
PH 255IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and CHARLES PETER DANIELS, First Defendant, and BERYL MARIE DANIELS, Second Defendant**

In execution of a judgment of the High 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 Tuesday, 27 May 1997 at 10:15, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, Westgate Mall, Medical Suite 2, Weltevreden Valley, Mitchells Plain:

Erf 172, Mitchells Plain, in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of the Western Cape, in extent 474 square metres, and situated at 25 Daphne Crescent, Mitchells Plain.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 100 square metre main dwelling consisting of a living-room, kitchen, three bedrooms and two bathrooms with water closets, a 36 square metre outbuilding consisting of a garage and office and a 28 square metre cottage consisting of a bathroom and kitchen.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town on this 11th day of March 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront; P.O. Box 67, Cape Town; Docex 87, Cape Town. (Tel. 419-5414.) (Ref. W. D. Inglis/cs/S2563/5856.)

Case No. 13989/96  
PH 255IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MICHAEL SAMUELS, First Defendant, and ELSABE SAMUELS, Second Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 24 Cradock Road, Steenberg, on Wednesday, 21 May 1997 at 11:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, First Floor, NBS Building, Church Street, Wynberg:

Erf 133001, Cape Town, at Retreat, in the Municipality of Cape Town, Division of Cape, in extent 276 square metres, and situated at 24 Cradock Road, Steenberg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 100 square metre main dwelling consisting of a lounge, dining-room, kitchen, three bedrooms, bathroom with water closet and water closet; and a 26 square metre outbuilding consisting of a garage.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town on this 12th day of March 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront; P.O. Box 67, Cape Town; Docex 87, Cape Town. (Tel. 419-5414.) (Ref. W. D. Inglis/cs/S2532/5794.)

Case No. 1015/95  
PH 255IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
JAKI JACK ZEKA, Defendant**

In execution of a judgment of the High 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 Mitchells Plain Magistrate's Court on Thursday, 26 June 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 23 Strawberry Mall, Church Street, Strandfontein:

Erf 27924, Khayelitsha, in the Area of the City Council of Lingeletu West, Cape Division, in extent 199 square metres, and situated at 30 Ngeenge Crescent, Elitha Park, Khayelitsha.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 43 square metre main dwelling consisting of a lounge, dining-room, kitchen, two bedrooms and a bathroom with water closet.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town on this 17th day of March 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront; P.O. Box 67, Cape Town; Docex 87, Cape Town. (Tel. 419-5414.) (Ref. W. D. Inglis/cs/S1990/4908.)

Case No. 10834/96  
PH 255IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
MAJOROMIA MARIA MAILE, Defendant**

In execution of a judgment of the High 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, 26 June 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 23 Strawberry Mall, Church Street, Strandfontein:

Erf 24855, Khayelitsha, situated in the Area of Jurisdiction of the Provincial Administration of the Cape of Good Hope, Administrative District of the Cape, in extent 182 square metres, and situated at 69 Helena Crescent, Khayelitsha.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 48 square metres main dwelling consisting of a lounge, kitchen, two bedrooms and a bathroom with water closet.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town this 14th day of March 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront; P.O. Box 67, Cape Town, Docex 87, Cape Town. (Tel. 419-5414.) (Ref. W. D. Inglis/cs/S2484/5717.)

Case No. 1889/93  
PH 255IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
ROMA NKOSINATHI JEMEKWANA, Defendant**

In execution of a judgment of the High 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, 26 June 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 23 Strawberry Mall, Church Street, Strandfontein:

Erf 30187, Khayelitsha, in the area of the City Council of Lingeletu West, Administrative District of the Cape, in extent 286 square metres, and situated at 43 Nonquane Street, Khayelitsha.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 42 square metres main dwelling consisting of a lounge, kitchen, two bedrooms and a bathroom with water closet.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of transfer, to be secured by a bank, building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town this 14th day of March 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront; P.O. Box 67, Cape Town, Docex 87, Cape Town. (Tel. 419-5414.) (Ref. W. D. Inglis/cs/S1068/3027.)

Saak No. 961/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK CALVINIA GEHOU TE CALVINIA

**In die saak tussen LOUIS DE KOCK, Eiser, en B. B. VAN DYK, Verweerder**

Ingevolge 'n vonnis van die Hof van die Landdros van Calvinia en 'n lasbrief vir eksekusie gedateer 2 Januarie 1997 sal die ondervermelde eiendomme geregtelik verkoop word aan die hoogste bieder voor die Polisiestasie, Brandvlei, op Vrydag, 25 April 1997 om 09:00:

1. Sekere Erf 1, Brandvlei, groot 4 283 vierkante meter, gehou kragtens Transportakte T1006/1987.
2. Sekere Erf 2, Brandvlei, groot 4 283 vierkante meter, gehou kragtens Transportakte T1006/1987.
3. Sekere Erf 469, Brandvlei, groot 4 283 vierkante meter, gehou kragtens Transportakte T10667/1987.
4. Sekere Erf 470, Brandvlei, groot 4 283 vierkante meter, gehou kragtens Transportakte T10667/1987.
5. Sekere Erf 450, Brandvlei, groot 4 481 vierkante meter, gehou kragtens Transportakte T16154/1992.
6. Sekere Erf 55, Brandvlei, groot 5 710 vierkante meter, gehou kragtens Transportakte T23230/1990.
7. Sekere Erf 56, Brandvlei, groot 5 710 vierkante meter, gehou kragtens Transportakte T23230/1990.
8. Sekere Erf 21, Brandvlei, groot 5 710 vierkante meter, gehou kragtens Transportakte T27817/1989.
9. Sekere Erf 109, Brandvlei, groot 5 710 vierkante meter, gehou kragtens Transportakte T69242/1991.
10. Sekere Erf 229, Brandvlei, groot 2,6290 hektaar, gehou kragtens Transportakte T69243/1991.
11. Sekere Erf 238, Brandvlei, groot 332 vierkante meter, gehou kragtens Transportakte T69243/1991.

Tien persent (10%) van die koopprys met belasting op toegevoegde waarde daarop, indien van toepassing, en afslaersgelde tesame met belasting op toegevoegde waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans met belasting op toegevoegde waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Calvinia en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, p.a. mnr. F. J. van der Merwe, Waterstraat 20, Calvinia. [Tel. (0273) 41-1933.] (Verw. Swanepoel/evs/evdm/W.960124.)

Saak No. 961/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK CALVINIA GEHOU TE CALVINIA

## In die saak tussen LOUIS DE KOCK, Eiser, en B. B. VAN DYK, Verweerder

Ingevolge 'n vonnis van die Hof van die Landdros van Calvinia en 'n lasbrief vir eksekusie gedateer 2 Januarie 1997 sal die ondervermelde eiendomme geregtelik verkoop word aan die hoogste bieder voor die Landdroskantoor, Kenhardt, op Vrydag, 25 April 1997 om 11:00:

1. Sekere Gedeelte 1 van die plaas Quaggas Puts 334, geleë in die distrik Kenhardt, groot 2 208,9018 hektaar, gehou kragtens Transportakte T29212/1984.

Die verbeterings op die eiendom bestaan uit agt kampe, vyf damme en twee boorgate, maar niks word in hierdie verband gewaarborg nie.

2. Die plaas Groot Lemoen Kop West 336, geleë in die distrik Kenhardt, groot 8 765,3103 hektaar, gehou kragtens Transportakte T30114/1981.

Die verbeterings op die eiendom bestaan uit 19 kampe, 14 damme en sewe boorgate maar niks word gewaarborg nie.

Tien persent (10%) van die koopprys met belasting op toegevoegde waarde daarop, indien van toepassing, en afslaersgelde tesame met belasting op toegevoegde waarde op sodanige afslaersgelde betaalbaar in kontant op die datum van die verkoping; die balans met belasting op toegevoegde waarde op sodanige balans waar van toepassing teen transport verseker te word deur 'n aanvaarbare waarborg.

Die voorwaardes van verkoping mag nagesien word gedurende kantoorure by die kantoor van die Balju vir Kenhardt en sal uitgelees word onmiddellik voor die verkoping.

J. A. C. Swanepoel, vir Duncan & Rothman, Eiser se Prokureurs, p.a. mnr. F. J. van der Merwe, Waterstraat 20, Calvinia. [Tel. (0273) 41-1933.] (Verw. Swanepoel/evs/evdm/W.960124.)

Case No. 36332/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

## In the matter between NBS BANK LIMITED, Judgment Creditor, and WILLEM MAARTENS ROOS, Judgment Debtor

The undermentioned property will be sold in execution at the premises at 8 Durmonte Street, Vierlanden, Durbanville, on 12 May 1997 at 13:30:

Erf 8846, Durbanville, situated in the area of the City of Tygerberg, Cape Division, Western Cape Province, in extent 861 (eight hundred and sixty-one) square metres, comprising three bedrooms, one and a half bathrooms, lounge, kitchen and tandem garage.

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 Bellville, and will be read out by the auctioneer prior to the sale.

Smuts Kemp Smal & Durr, Plaintiff's Attorneys, 1 De Lange Street, Bellville. [Tel. (021) 945-3646.] (Ref. K. G. Kemp/lvs/00660.)

Saak No. 2169/92

## IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

## In die saak tussen NEDPERM BANK BEPERK, Eiser, en mnr. G. D. DANIELS, Eerste Verweerder, en mev. S. DANIELS, Tweede Verweerder

Ter uitvoering van 'n vonnis van bogemelde Landdroshof gedateer 16 Julie 1992 in bogemelde aangeleentheid sal die eiendom, bekend as Erf 9703, Philanderstraat 6, Tennantville, Stellenbosch, per publieke veiling aan die hoogste bieder verkoop word by Erf 9703, Philanderstraat 6, Tennantville, Stellenbosch, op 22 April 1997 om 09:00, 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 ( $\frac{1}{10}$ ) van die koopprys sal betaal word in kontant of by wyse van 'n bankgewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport;

(c) die koper sal verantwoordelik wees vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende koste; en

(d) besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

*Eiendom:* Erf 9703, Stellenbosch, in die munisipaliteit en afdeling Stellenbosch, groot 210 (tweehonderd en tien) vierkante meter, gehou deur die Verweerder kragtens Transportakte T11112/1989 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Losstaande drieslaapkamerhuis met sitkamer, kombuis, badkamer en asbesdak.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Stellenbosch op hierdie 7de dag van Maart 1997.

Cluver Markotter, vir G. J. Erasmus, SA Permanentegebou, Pleinstraat 4, Stellenbosch, 7600. (Verw. GJE/wp/L035312.)

**Saak No. 700/96**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK STELLENBOSCH GEHOU TE STELLENBOSCH

**In die saak tussen NEDPERM BANK BEPERK, Eiser, en mnr. M. P. STADLER, Eerste Verweerder,  
en mev. C. E. STADLER, Tweede Verweerder**

Ter uitvoering van 'n vonnis van bogemelde Landdroshof gedateer 29 Augustus 1996 in bogemelde aangeleentheid sal die eiendom, bekend as Erf 8337, Mount Albertweg 3, Kromrivier, Stellenbosch, per publieke veiling aan die hoogste bieder verkoop word by Erf 8337, Mount Albertweg 3, Kromrivier, Stellenbosch, op 22 April 1997 om 09:30, 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 ( $\frac{1}{10}$ ) van die koopprys sal betaal word in kontant of by wyse van 'n bankgewaarborgde tjek op die dag van die verkoping en die balans in kontant teen registrasie van die transport;

(c) die koper sal verantwoordelik wees vir die betaling van alle transportkoste, hereregte, agterstallige belastinge en diensgelde en enige bykomende koste; en

(d) besit sal gegee en geneem word onderworpe aan enige bestaande huurkontrakte, indien enige, op die datum van die verkoping.

*Eiendom:* Erf 8337, Stellenbosch, in die munisipaliteit en afdeling Stellenbosch, groot 267 (tweehonderd sewe-en-sestig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T12797/1990 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Drieslaapkamerhuis met ingangsportaal, sitkamer, eetkamer, kombuis, toilet en badkamer.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Stellenbosch op hierdie 7de dag van Maart 1997.

Cluver Markotter, vir G. J. Erasmus, SA Permanentgebou, Pleinstraat 4, Stellenbosch, 7600. (Verw. GJE/wp/M6900.)

**Saak No. 5222/96**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE

**In die saak tussen ABSA BANK BEPERK, Eiser, en FIONA BRANDT, Verweerder**

In uitvoering van 'n vonnis in bogenoemde Agbare Hof gedateer 27 Februarie 1997 en 'n lasbrief vir eksekusie wat daarna uitgereik is, sal die ondergemelde vaste eiendom per openbare veiling verkoop word op 25 April 1997 om 10:00, by die betrokke erf, naamlik:

*Beskrywing:* Erf 6108, George, in die munisipaliteit en afdeling George, provinsie Wes-Kaap, groot 1 080 (eenduisend-en-tagtig) vierkante meter.

*Adres:* Kerssoogstraat 8, George.

*Verbeterings:* Teëldakwoning bestaande uit drie slaapkamers, sitkamer, eetkamer, kombuis, twee badkamers, twee motorhuise en buitetoilet.

Die verkoping is onderhewig aan die bepalings en voorskrifte van die Landdroshofwet en die reëls wat op gemelde Wet van toepassing is en onder andere die volgende voorwaardes:

1. Die koper sal 'n deposito van 10% (tien persent) van die koopprys in kontant betaal op die dag van die verkoping en die balans op datum van registrasie van transport en sal 'n bank- of bougenootskapwaarborg aan die Geregsbode voorsien binne 14 dae na die datum van die verkoping, wat deur die Eiser se prokureurs goedgekeur moet word.

2. Die koper sal verantwoordelik wees vir betaling van rente teen 19,25% (negentien komma twee vyf persent) per jaar op die koopprys vanaf die datum van verkoping tot die datum van transport, onderhewig aan die Eiser se reg in terme van die verband om die rentekoers te verhoog.

3. Die oordrag sal waargeneem word deur die prokureurs vir die Eiser en die koper sal verantwoordelik wees vir betaling van alle koste van transport registrasie insluitende hereregte, belasting en enige ander koste wat van toepassing sal wees om registrasie van transport te bewerkstellig, asook die toepaslike Belasting op Toegevoegde Waarde ooreenkomstig Wet No. 8 van 1991, soos gewysig.

4. Die volledige verkoopvoorwaardes is beskikbaar by die Balju, Wellingtonstraat, George, en by die Klerk van die Hof, Landdroskantore, George, waar dit onder bovermelde saaknommer geliasseer is asook by Van Niekerk & Geldenhuys, Stadcogebou, Yorkstraat 126, George.

Gedateer te George hierdie 11de dag van Maart 1997.

Van Niekerk & Geldenhuys, Stadcogebou, Yorkstraat 126, George. [Tel. (0441) 74-1937.]

**Case No. 110121/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT  
TODD CHAMBERS, TODD STREET, PORT ELIZABETH

**In the matter between UNITED BANK, trading as ABSA BANK LIMITED, Plaintiff, and VUYANI PATRICK MDABULA, First Defendant, and NOBAHLE PATRICIA MDABULA, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 21 November 1996, the property listed hereunder will be sold in execution on Friday, 18 April 1997 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth, to the highest bidder and for cash:

All the Defendants' right, title and interest in the leasehold in respect of Erf 486 (now 5087), Motherwell, NU3, measuring 256 square metres, situated at 82 Nciniba Street, Motherwell, NU3, Port Elizabeth.

The following improvements on the property are reported, though in this respect nothing is guaranteed: Brick dwelling under tiles, lounge, kitchen, two bedrooms, bathroom with bath, w.c. and hb. *Outbuildings:* Stoep/brick walls.

*Conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth. A substantial building society loan can be arranged for an approved purchaser.

Dated at Port Elizabeth this 10th day of March 1997.

Rushmere Noach Incorporated, Plaintiff's Attorneys, Second Floor, 21 Chapel Street, Port Elizabeth. (Ref. S. K. Gough/W05953.)

**Case No. 560/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT MALMESBURY

**In the matter between JAKKALSFONTEIN HOMEOWNERS ASSOCIATION, Plaintiff, and CARON LUCRETIA HILL, Defendant**

In terms of a judgment granted by the Magistrate's Court for the District of Malmesbury, dated 8 May 1996, and a warrant of execution issued, the undermentioned property will be sold voetstoots and without reserve in execution by public auction held at 12 Beta Road, Bakoven, to the highest bidder on 22 April 1997 at 09:30:

Erf 2686, Camps Bay, in the Central Substructure, Cape Division, Province of the Western Cape, in extent 263 (two hundred and sixty-three) square metres.

*Street address:* 12 Beta Road, Bakoven.

*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 tiled roof, two bedrooms, bathroom, lounge, kitchen and outside spa.

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 *a tempore morae* 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 12th day of March 1997.

Sonnenberg Hoffmann & Galombik, Plaintiff's Attorneys, Exchange Building, 28 St George's Mall, Cape Town. (Ref. R. Gootkin/CF/M17980.)

#### Case No. 2674/97

#### 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 JOHN HEGGIE, Defendant

In pursuance of a judgment in the Court for the Magistrate of Port Elizabeth dated 30 January 1997 and a writ of execution dated 5 February 1997, the property listed hereunder will be sold in execution on Friday, 25 April 1997 at 14:15, at the front entrance of the New Law Courts, North End, Port Elizabeth:

Certain Erf 489, Framesby, Municipality and Division of Port Elizabeth, measuring 1 242 (one thousand two hundred and forty-two) square metres, situated at 73 Murrell Crescent, Framesby, Port Elizabeth.

*Improvements;* Although not guaranteed, it consists of a single-storey detached dwelling, with brick walls and tiled roof, lounge, dining-room, TV room, kitchen, four bedrooms, two bathrooms, shower, two w.c.'s, fitted carpets, double garage, store-room and outside 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 Magistrate's 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 22% (twenty two 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 on this 13th day of March 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. 8686/95

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

#### In the matter between CAPE OF GOOD HOPE BANK LTD, Judgment Creditor, and KEITH MALCOLM ATKINSON, Judgment Debtor

In the execution of the judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held on Tuesday, 6 May 1997 at 10:30, and at the property of the following immovable property:

(a) Section 3 as shown and more fully described on Sectional Plan SS287/1992, in the scheme known as Macquilton in respect of the land and building or buildings situated at Cape Town, in the Municipality of Cape Town, Cape Division, of which the floor area, according to the said sectional plan is 71 square metres in extent; and

(b) and 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 Certificate of Registered Sectional Title ST8315/93, situated at 19B Upper Bloem Street, Bo-Kaap, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of value-added tax and the purchaser shall pay value-added tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One-tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed: The property comprises a two bedroomed apartment with a lounge, kitchen, bathroom and balcony and subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Cape Town and at the offices of the undermentioned auctioneers Seeff Levco, Seeff House, 42 Hans Strijdom Avenue, Cape Town.

Herold Gie & Broadhead Inc, Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk/159609.)

**Case No. 8686/95**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

**In the matter between CAPE OF GOOD HOPE BANK LTD, Judgment Creditor, and  
KEITH MALCOLM ATKINSON, Judgment Debtor**

In the execution of the judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held on Tuesday, 6 May 1997 at 10:00, and at the property of the following immovable property:

(a) Section 2 as shown and more fully described on Sectional Plan SS287/1992, in the scheme known as Macquilton in respect of the land and building or buildings situated at Cape Town, in the Municipality of Cape Town, Cape Division, of which the floor area, according to the said sectional plan is 106 square metres in extent; and

(b) and 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 Certificate of Registered Sectional Title ST8315/93, situated at 19A Upper Bloem Street, Bo-Kaap, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of value-added tax and the purchaser shall pay value-added tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One-tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed: The property comprises a two bedroomed apartment with a kitchen, store-room, lounge, balcony and bathroom and subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Cape Town and at the offices of the undermentioned auctioneers Seeff Levco, Seeff House, 42 Hans Strijdom Avenue, Cape Town.

Herold Gie & Broadhead Inc, Attorneys for Judgment Creditor, Permanent Buildings, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk/159609.)

**Case No. 8686/95**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG**

**In the matter between CAPE OF GOOD HOPE BANK LTD, Judgment Creditor, and  
KEITH MALCOLM ATKINSON, Judgment Debtor**

In the execution of the judgment of the Magistrate's Court, Wynberg, in the above matter, a sale will be held on Tuesday, 6 May 1997 at 09:30, and at the property of the following immovable property:

(i) (a) Section 1 as shown and more fully described on Sectional Plan SS287/1992, in the scheme known as Macquilton, in respect of the land and building or buildings situated at Cape Town, in the Municipality of Cape Town, Cape Division, of which the floor area, according to the said sectional plan is 59 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 Certificate of Registered Sectional Title ST8315/93, situated at 19 Upper Bloem Street, Bo-Kaap, Cape.

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act and the conditions of sale. The price bid shall be exclusive of value-added tax and the purchaser shall pay value-added tax on the purchase price as provided for in the conditions of sale, subject to the provisions thereof.

2. One-tenth (1/10th) of the purchase price shall be paid in cash or by means of a bank-marked cheque and immediately after the property is declared to be sold and the balance of the purchase price together with interest as detailed in the conditions of sale to be paid against registration of transfer, and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

3. The following improvements to the property are reported, but nothing is guaranteed: The property comprises a one bedroomed apartment with a lounge, kitchen and bathroom, and subject to the full conditions of sale which will be read out at the time of the sale and which may be inspected at the offices of the Sheriff of the Court at Cape Town, and at the offices of the undermentioned auctioneers: Seeff Levco, Seeff House, 42 Hans Strijdom Avenue, Cape Town.

Herold Gie & Broadhead Inc., Attorneys for Judgment Creditor, Permanent Building, 8 Darling Street, Cape Town. (Ref. A. C. Broodryk/159609.)

#### Case No. 37519/96

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

**In the matter between ABSA BANK LTD, formerly trading as TRUSTBANK, Plaintiff (Execution Creditor), and THE RAWLINGS FAMILY TRUST, Defendant (Execution Debtor)**

In pursuance of a judgment given in the Court of the Magistrate of Bellville, and a writ of execution dated 21 January 1997, a sale in execution will take place on Friday, 9 May 1997 at 14:00, at the Court-house, Bellville, of:

1. A unit consisting of:

(a) Section 116, as shown and more fully described on Sectional Plan SS80/96, in the scheme known as Villa Bianco, in respect of the land and building or buildings situated at Bellville, in the area of the Transitional Metropolitan Substructure of Bellville, Division Cape, of which section the floor area, according to the said sectional plan, is 32 (thirty-two) square metres in extent, also known as 116 Villa Bianco, Old Oak Road, Bellville, and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by the Execution Debtor under Deed of Transfer ST12045/96 dated 4 July 1996.

The property is a single storey dwelling of brick walls under tiled 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. The 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 Bellville, who shall be the auctioneer.

Dated at Cape Town this 14th day of February 1997.

T. A. Goldschmidt for MacCallums, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/JJ/V58734.)

#### Case No. 20648/96

#### IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between ABSA BANK LTD, formerly trading as UNITED, Plaintiff (Execution Creditor), and ALIE MATTEL, First Defendant (First Execution Debtor), and FLORIDA WILHELMINA MATTEL, Second Defendant (Second Execution Debtor)**

In pursuance of a judgment given in the Court of the Magistrate of Mitchells Plain, and a writ of execution dated 11 December 1996, a sale in execution will take place on Tuesday, 6 May 1997 at 10:00, at the Court-house, Mitchells Plain, of:

Certain Erf 1567, Weltevreden Valley, situated in the area of the Transitional Metropolitan Substructure of Cape Rural Council, Cape Division, in the Province of the Western Cape, and situated at 18 Flamingo Crescent, Weltevreden Valley, Mitchells Plain, measuring 352 (three hundred and fifty-two) square metres, held by the Execution Debtors under Deed of Transfer T4474, dated 30 October 1995.

The property is a single storey dwelling of brick walls under tiled roof comprising approximately two bedrooms, lounge, kitchen and bathroom/toilet.

This sale in execution shall be subject to the following conditions:

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deeds. The highest bidder shall be the purchaser subject to the provisions of section 66, of the above Act.

2. The 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 Mitchells Plain, who shall be the auctioneer.

Dated at Cape Town this 14th day of February 1997.

T. A. Goldschmidt for MacCallums, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001. (Ref. TAG/JJ/V58589.)

**Saak No. 120171/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,  
PORT ELIZABETH

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en MARK ANTHONY THOMPSON, Verweerder**

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, sal die ondergemelde eiendom verkoop word op 25 April 1997 om 14:15, by die hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid:

Erf 610, Kabega Park, in die munisipaliteit en afdeling van Port Elizabeth, groot 843 (agthonderd drie-en-veertig) vierkante meter, gehou kragtens Transportakte T32573/93, ook bekend as Northumberlandweg 62, Kabega Park, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdiepingbaksteenwoonhuis is met teëldak bestaande uit drie slaapkamers, sit/eetkamer, kombuis, badkamer en buitegeboue bestaande uit bediendekamer en enkelmotorhuis.

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 26ste dag van Februarie 1997.

Stulping Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

**Saak No. 49577/96**

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,  
PORT ELIZABETH

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en JOHN HENRY DICKSON, Eerste Verweerder, en GAIL EDITH DICKSON, Tweede Verweerder**

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, sal die ondergemelde eiendom verkoop word op 25 April 1997 om 14:15, by die hoofingang van Nuwe Gereghowe, Noordeinde, Port Elizabeth, sonder reserwe aan die hoogste bieder, onderhewig aan die verkoopvoorwaardes wat tydens die veiling voorgelê sal word en wat ter insae lê by die kantoor van die Balju, Port Elizabeth-Suid:

Erf 2226, Kensington, geleë in die munisipaliteit en afdeling van Port Elizabeth, groot 286 (tweehonderd ses-en-tagtig) vierkante meter, gehou kragtens Transportakte T83931/92, ook bekend as Chelseaweg 19, Kensington, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat daar op die eiendom 'n enkelverdiepingbaksteenwoonhuis is met asbesdak bestaande uit sitkamer, drie slaapkamers, badkamer en kombuis en buitegeboue bestaande uit 'n stoorkamer.

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 26ste dag van Februarie 1997.

Stulping Delport Cilliers & De Jager, Birdstraat 5, Port Elizabeth, 6001. (Verw. H. B. de Jager/em.)

Saak No. 12032/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en W. J. V. CLOETE, Eerste Verweerder, en E. CLOETE, Tweede Verweerder**

Ingevolge uitspraak van die Landdros van Kuilsrivier, en lasbrief vir eksekusie teen goed gedateer 4 Desember 1996, sal die ondervermelde eiendom op 21 April 1997 om 14:00, te Kuilsrivierhof, aan die hoogste bieder geregteelik verkoop word naamlik:

Sekere Erf 1314, Blue Downs, geleë in die Metropolitaanse Oorgangsubstruktuur Blue Downs, afdeling Stellenbosch, provinsie Wes-Kaap, groot 363 vierkante meter, gehou kragtens Transportakte T10510/94, bestaande uit drie slaapkamers, sitkamer, kombuis, badkamer en toilet.

1. Die eiendom sal aan die hoogste bieder verkoop word, sonder reserwe, welke verkoping onderhewig sal wees aan die terme en voorwaardes van die Wet op Landdroshof (Wet 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 koopprijs 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 koopprijs [plus rente teen die heersende koers van 20% (twintig 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 bouvereniging-waarborg 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 20ste dag van Februarie 1997.

Jan S. de Villiers & Seun, Prokureurs vir die Eiser, 16de Verdieping, BP Sentrum, Thibaultplein 1, Kaapstad. (Verw. D. J. Nel/HS/G9966.)

Case No. 5120/94

## 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 JOHN NICOLAAS TARENTAAL, Defendant**

The following will be sold in execution on 24 April 1997 at 10:00, in front of the Magistrate's Court for the District of Mitchells Plain, to the highest bidder:

Erf 36376 (a Portion of 35333), Mitchells Plain, 144 (one hundred and forty-four) square metres, held by Deed of Transfer T33495/1992, situated at 5 Etna Crescent, Tafelsig, Mitchells Plain.

1. The following improvements are reported but not guaranteed: *Dwelling*: Single storey semi-detached brick building, asbestos roof, three bedrooms, bathroom/toilet, lounge and kitchen.

2. *Payment*: 10% (ten per centum) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19,5% (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 (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.

C & A Friedlander Inc, Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. R. Jattiem/Z00575.)

Saak No. 30514/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

**In die saak tussen ABSA BANK BEPERK, Eksekusieskuldeiser, en C. OKKERS, Eerste Verweerder, en U. OKKERS, Tweede Verweerder**

Ingevolge uitspraak van die Landdros van Wynberg, en lasbrief vir eksekusie teen goed gedateer 26 Augustus 1996, sal die ondervermelde eiendom op 22 April 1997 om 14:00, te 9 Finchsingel, Pelican Park, aan die hoogste bieder geregteelik verkoop word naamlik:

Sekere Erf 292, Pelikan Park, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur, Kaapstad, afdeling Kaap, provinsie Wes-Kaap, groot 238 vierkante meters, gehou kragtens Transportakte T73068/94.

*Bestaande uit:* Twee slaapkamers, kombuis, sitkamer en badkamer/toilet.

1. Die eiendom sal aan die hoogste bieder verkoop word, sonder reserwe, welke verkoping onderhewig sal wees aan die terme en voorwaardes van die Wet op Landdroshof (Wet 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 koopprijs 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 koopprijs [plus rente teen die heersende koers van 20% (twintig persent) per jaar bereken op die vonnis skuld 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 bouvereniging-waarborg 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 Wynberg.

Gedateer te Kaapstad op hierdie 19de Februarie 1997.

Jan S. De Villiers & Seun, Prokureurs vir Eiser, 16de Verdieping, BP Sentrum, 1 Thibaultplein, Kaapstad. (Verw. D. J. Nel/HS/G5462.)

**Case No. 19960/96**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN**

**In the matter between THE BODY CORPORATE OF THE SON VIDA SCHEME No. 96/82, Execution Creditor, and  
THE G G PROPERTY TRUST, Execution Debtor**

In pursuance of a judgment in the Magistrate's Court for the District of Cape Town, and writ of execution dated 14 August 1996, the following property will be sold in execution, at the site of the property at 804 Son Vida, Main Road, Green Point, on Wednesday, 30 April 1997 at 10:00, to the highest bidder:

*Certain:*

(a) Section 156 as shown and more fully described on Sectional Plan SS96/82 in the scheme known as Son Vida, in respect of the land and building or buildings situated at Green Point in the City of Cape Town, Division Cape, Province of Western Cape of which section the floor area according to the said Sectional Plan is 66 (sixty-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, held by Deed of Transfer ST5713/1994, also known as 804 Son Vida, Main Road, Green Point.

*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 foregoing, be sold to the highest bidder:

2. The following improvements on the property are reported but nothing is guaranteed: Sectional Title Unit.

3. *Payment:* 10% (ten per cent) of the purchase price be paid in cash at the time of the sale or by means of a deposit-taking institution's guaranteed cheque and the full balance thereof together with interest at the rate for which judgment was granted per annum calculated on the amounts of the balance of the purchase price (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 shall be secured by a deposit-taking institution guarantee in a form acceptable to the Plaintiff's conveyancers. The guarantee shall be delivered by the purchaser to the Sheriff, or upon the Sheriff's instructions, to the Plaintiff's conveyancers within 14 (fourteen) days of the date of sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

4. *Conditions:* The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

N. W. Sharkey, for Schneider Sharkey & Klitzner, Attorneys for Judgment Creditor, 173 Bree Street, Cape Town.

**Saak No. 10226/94**

**IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY**

**In die saak tussen V. RAMKISSOON, Eiser, en D. J. BEZUIDENHOUT, Verweerder**

In navolging van 'n vonnis van bogemelde Agbare Hof gedateer 9 Februarie 1995, en 'n lasbrief tot beslaglegging van onroerende goed gedateer 24 Februarie 1995, sal die ondergemelde onroerende goed deur die Balju van die Landdroshof vir die distrik Kimberley, per publieke veiling in eksekusie verkoop word aan die hoogste bieder te die Landdroshof te Kimberley, op Donderdag, 24 April 1996 om 10:00, die eiendom wat verkoop word, is die volgende:

Sekere Erf 6978, geleë in die stad Kimberley, distrik Kimberley, groot eenduisend vierhonderd agt-en-twintig (1 428) vierkante meter, gehou kragtens Transportakte T1161/1989 (Die eiendom ook bekend as Palvieweg 6, Kimberley).

**Informasie:** Die volgende informasie word verskaf maar nie gewaarborg nie, op die perseel is 'n woonhuis met die gewone buitegeboue.

**Verkoopvoorwaardes:** 10% (tien persent) van die koopprys is betaalbaar onmiddellik na die verkoping tesame met die afslaerskommissie in die balans teen registrasie van die eiendom in die naam van die koper, welke balans verseker moet word deur 'n goedgekeurde bank, bouvereniging of ander waarborg. Verdere verkoopvoorwaardes kan geïnspekteer word ten kantore van die Balju te Kimberley.

Gedateer te Kimberley op hierdie 19de dag van Maart 1997.

Elliott Maris Wilmans & Hay, Eiser se Prokureurs, Cheapside, Posbus 179, Kimberley (Verw: mev. Pienaar/nj/614.)

**Case No. 2776/96**

IN THE MAGISTRAT'S COURT FOR THE DISTRICT OF KING WILLIAM'S TOWN HELD AT KING WILLIAM'S TOWN

**In the matter between ABSA BANK LIMITED, Plaintiff, and LOYISO MICHAEL PILISO, Defendant**

In pursuance of a judgment of the above Honourable Court and a writ of execution dated 6 February 1997, the following property will be sold on Tuesday, 22 April 1997 at 10:00, at the offices of the Sheriff of the Magistrate's Court, K S M Building, Eales Street, King William's Town, to the highest bidder:

Erf 5815, King William's Town, King William's Town Transitional Local Council, Division of King William's Town, Province of the Eastern Cape, in extent 440 (four hundred and forty) square metres (known as 5 Wydah Street, Balazi Valley Estate, King William's Town).

**Conditions of sale:**

1. The purchaser shall pay 10% (ten per centum) of the purchase price on the date of sale and the unpaid balance together with interest is to be secured by a satisfactory bank or building society guarantee to be furnished to the Plaintiff's attorneys within 14 (fourteen) days of the sale.
2. The property shall be sold "voetstoots" and shall be subject to the terms and rules of the Magistrates' Courts Act, and also subject to the provisions of the title deed.
3. The full conditions of the sale may be inspected at the offices of the Plaintiff's attorneys and these will be read out by the auctioneer immediately before the sale.
4. The following information is furnished, but not guaranteed: Dwelling: Two bedrooms, bathroom, lounge, dining-room and kitchen.

Dated at King William's Town on this 13th day of March 1997.

Squire Smith & Laurie, Plaintiff's Attorneys, 44 Taylor Street, King William's Town (Ref: Mr Brits/DK.)

**Case No. 5064/95**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

**In the matter between FIRST NATIONAL BANK Plaintiff (Execution Creditor), and ISAAC GAMPIE HENDRICKS, First Defendant (First Execution Debtor), and SANDRA ELISE HENDRICKS, Second Defendant (Second Execution Debtor)**

In pursuance of a judgment given in the Court of the Magistrate of Somerset West and a writ of execution dated 27 May 1996, a sale in execution will take place on Tuesday, 29 April 1997 at 10:00, at the Court-house, Somerset West, of:

Certain Erf 49, Raithby, a portion of Erf 100 Raithby, situated in the local area of Raithby, Stellenbosch Division, also known as 49 Watson Way, Raithby, Stellenbosch, measuring 1 864 (one thousand eight hundred and sixty-four) square metres, held by the Execution Debtor under Deed of Transfer T69955/90 dated 2 November 1990.

The 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 deed. 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 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 Somerset West, who shall be the auctioneer.

Dated at Cape Town on this 14th day of March 1997.

T. A. Goldschmidt, Execution Creditor's Attorneys, 35 Wale Street, Cape Town, 8001(Ref: TAG/JJ/V56855.)

Case No. 32335/96

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  
TRUSTEES OF THE REGENT CAPE TRUST, Execution Debtor**

The following property will be sold in execution by public auction held at 53A Regent Road, Woodstock, to the highest bidder on 15 April 1997 at 11:00:

Certain Erf 11954, Cape Town, at Woodstock, in the area of the Transitional Metropolitan Substructure of Cape Town, Cape Division, Western Cape Province, and situated at 53A Regent Street, Woodstock, in extent 140 (one hundred and forty) square metres, held by Title Deed T89319/1993.

**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: Three bedrooms, entrance hall/lounge, dining-room, kitchen, bathroom/w.c. and shower/w.c.

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% (nineteen per cent) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Goodwood this 5th day of March 1997.

Heyns & Partners Incorporated, Attorneys for Judgment Creditor, 168 Vasco Boulevard, Goodwood. (Ref. N. Marais/mb/A528.)

Case No. 5876/95

IN THE HIGH COURT OF SOUTH AFRICA

(The Cape of Good Hope Provincial Division)

**STANDARD BANK OF SOUTH AFRICA LIMITED versus  
L. R. BAARD TALLOW PRODUCTS (PTY) LIMITED**

The following property will be sold in execution by public auction held at Schoongesig, Klapmuts, to the highest bidder on Thursday, 24 April 1997 at 10:00:

Portion 25 of the Farm 716, Groenfontein Annex, Division of Paarl, Province of the Western Cape, in extent 87,3663 hectares, held by Deed of Transfer T27785/1988, situated at Schoongesig, Klapmuts, Portion 25 of Farm 716, Groenfontein.

1. The following improvements on the property are reported, but nothing guaranteed, namely a dwelling consisting of three private dwellings, factory (389 square metres), store-rooms, office buildings, labourer cottages and two earth dams.

2. **Conditions:** 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 High Court, Paarl.

Dated at Cape Town on this 13th day of March 1997.

Miller Gruss Katz & Traub, Attorneys for Judgment Creditor, 26th Floor, Trust Bank Centre, Cape Town. (Tel. 419-9090.) (Ref. ARJ/JM29810.)

Case No. 128960/96

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 THE TRUSTEES FOR THE TIME BEING OF THE KEVMAR  
TRUST (Reg. No. TM3609), Defendant**

In pursuance of a judgment dated 31 December 1996 and an attachment on 11 March 1997, the following property will be sold at 15 Knox Road, Theescombe, Port Elizabeth, by public auction on Wednesday, 23 April 1997 at 11:00:

Erf 1026, Theescombe in the Municipality and Division of Port Elizabeth, in extent 920 square metres, situated at 15 Knox Road, Theescombe, 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, two bathrooms, lounge, dining-room and kitchen.

A substantial building society bond is available to an approved purchaser.

The conditions of sale may be inspected at the office of the Sheriff, Magistrate's Court South, 36 North Street, Port Elizabeth.

**Terms:** 10% (ten per cent) on the date of sale, the balance, including VAT if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within twenty-one (21) days of sale.

Sheriff's charges [2,5% (two comma five per cent) on first R30 000 and thereafter 1,5% (one comma five per cent) with a minimum of R260 and a maximum of R4 000], and auctioneer's charges 4,5% (four comma five per cent) plus VAT in both cases are also payable on date of sale.

Dated at Port Elizabeth on this 18th day of March 1997.

Kaplan Blumberg Friedman & Scheckter, Plaintiff's Attorneys, 75 Second Avenue, Newton Park, Port Elizabeth.

**Case No. 11456/95**

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
ALLY LIDZIYA, First Defendant, and PUMLA QUEENIE LIDZIYA, Second Defendant**

In execution of a judgment of the High 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 Goodwood Magistrate's Court, on Wednesday, 28 May 1997 at 14:00, of the undermentioned property of the Defendants on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 29 Northumberland Avenue, Bellville:

Erf 3818, Langa, in the area of the Town Council of Ikapa, Administrative District of the Cape, in extent 294 square metres, and situated at 11 C. J. Nabe Street, Langa.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 50 square metres main dwelling consisting of a lounge, kitchen, two bedrooms and bathroom with water closet.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand), minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town this 18th day of March 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront; P.O. Box 67, Cape Town. (Tel. 419-5414.) (Ref. W. D. Inglis/cs/S2235/5322.)

**Case No. 11242/96**

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and DESMOND PALM, Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 17 Gazania Street, Kleinmond, on Friday, 16 May 1997 at 11:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 20 Prince Alfred Road, Caledon:

Erf 5740, Kleinmond, situated in the Municipality of Hangklip/Kleinmond, Division of Caledon, Western Cape Province, in extent 800 square metres and situated at 17 Gazania Street, Kleinmond.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 193 square metres main dwelling consisting of a lounge, kitchen/family room, three bedrooms, bathroom with water closet and shower and a water closet with shower.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand), minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town this 18th day of March 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront; P.O. Box 67, Cape Town. (Tel. 419-5414.) (Ref. W. D. Inglis/cs/S2490/5728.)

**Case No. 1940/92****IN THE HIGH COURT OF SOUTH AFRICA****(Cape of Good Hope Provincial Division)**

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
MAWEZA ENOCK ZINKOSI, Defendant**

In execution of a judgment of the High 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, 19 June 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 23 Strawberry Mall, Church Street, Strandfontein.

Erf 30221, Khayelitsha, in the area of the City Council of Lingeletu West, Administrative District of the Cape, in extent 300 square metres, and situated at 8 Nonqane Street, Elitha Park, Khayelitsha.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 43 square metre main dwelling consisting of a lounge, kitchen, two bedrooms and a bathroom with water closet.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand), minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town this 14th day of March 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront; P.O. Box 67, Cape Town. (Tel. 419-5414.) (Ref. W. D. Inglis/cs/S595/1718.)

**Case No. 2179/92  
PH 255****IN THE HIGH COURT OF SOUTH AFRICA****(Cape of Good Hope Provincial Division)**

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
ZOLA SOLIE NDINISA, Defendant**

In execution of a judgment of the High 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, 26 June 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 23 Strawberry Mall, Church Street, Strandfontein:

Erf 30195, Khayelitsha, in the area of the City Council of Lingeletu West, Administrative District of the Cape, in extent 299 square metres, and situated at 27 Nonqane Street, Elitha Park, Khayelitsha.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 43 square metre main dwelling consisting of a lounge, kitchen, two bedrooms and a bathroom with water closet.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town this 17th day of March 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront; P.O. Box 67, Cape Town, Docex 87, Cape Town. (Tel. 419-5414.) (Ref. W. D. Inglis/cs/S632/1760.)

Case No. 7919/94  
PH 25

IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
NOMSA CONSTANCE NGABA, Defendant**

In execution of a judgment of the High 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, 19 June 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 23 Strawberry Mall, Church Street, Strandfontein:

Erf 27401, Khayelitsha, situated in the City Council of Lingeletu West, Administrative District of the Cape, in extent 245 square metres, and situated at 5 Jejani Street, Khayelitsha.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 80 square metre main dwelling consisting of a lounge, dining-room, kitchen, three bedrooms and a bathroom with water closet.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town this 17th day of March 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront; P.O. Box 67, Cape Town, Docex 87, Cape Town. (Tel. 419-5414.) (Ref. W. D. Inglis/cs/S1791/4514.)

Case No. 1918/94  
PH 255

IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MZAYIFANI VITHI,  
First Defendant, and NKOSAZANA PATRICIA KAVE, Second Defendant**

In execution of a judgment of the High 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, 19 June 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 23 Strawberry Mall, Church Street, Strandfontein:

Erf 24987, Khayelitsha, situated in the City Council of Lingeletu West, Administrative District of the Cape, in extent 275 square metres, and situated at 10 Tunica Road, Graceland, Khayelitsha.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: A 102 square metre main dwelling consisting of a lounge, dining-room, kitchen, three bedrooms, bathroom with water closet, water closet with shower, and a 36 square metre outbuilding consisting of a garage.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town this 14th day of March 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront; P.O. Box 67, Cape Town, Docex 87, Cape Town. (Tel. 419-5414.) (Ref. W. D. Inglis/cs/S1657/4227.)

**Case No. 198/92  
PH 255**

**IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)**

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff,  
and THEMBA LESLEY LINGUNYA, Defendant**

In execution of a judgment of the High 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, 26 June 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 23 Strawberry Mall, Church Street, Strandfontein:

Erf 30277, Khayelitsha, in the area of the City Council of Lingeletu West, Administrative District of the Cape, in extent 295 square metres and situated at 13 Ncinibi Street, Elitha Park, Khayelitsha.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 43 square metre main dwelling consisting of a lounge, kitchen, two bedrooms and a bathroom with water closet.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town this 14th day of March 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront (P.O. Box 67), Cape Town. Docex 87, Cape Town. (Tel. 419-5414.) (Ref. W. D. Inglis/cs/S549/1638.)

**Case No. 1953/92  
PH 255**

**IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)**

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff,  
and ZIXOLISILE NTABENI, Defendant**

In execution of a judgment of the High 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, 26 June 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 23 Strawberry Mall, Church Street, Strandfontein.

Erf 30266, Khayelitsha, in the area of the City Council of Lingeletu West, Administrative District of the Cape, in extent 270 square metres and situated at 19 Sikhwalnyanzi Street, Elitha Park, Khayelitsha.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 43 square metre main dwelling consisting of a lounge, kitchen, two bedrooms and a bathroom with water closet.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town this 14th day of March 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront (P.O. Box 67), Cape Town. Docex 87, Cape Town. (Tel. 419-5414.) (Ref. W. D. Inglis/cs/S620/1743.)

**Case No. 1936/92  
PH 255**

**IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)**

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff,  
and ZAKHELE NTANTISO, Defendant**

In execution of a judgment of the High 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, 19 June 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 23 Strawberry Mall, Church Street, Strandfontein:

Erf 30188, Khayelitsha, in the area of the City Council of Lingeletu West, Administrative District of the Cape, in extent 293 square metres and situated at 41 Nonquane Street, Elitha Park, Khayelitsha.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 43 square metre main dwelling consisting of a lounge, kitchen, two bedrooms and a bathroom with water closet.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town this 14th day of March 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront (P.O. Box 67), Cape Town. Docex 87, Cape Town. (Tel. 419-5414.) (Ref. W. D. Inglis/cs/S602/1725.)

**Case No. 1939/92  
PH 255**

**IN THE HIGH COURT OF SOUTH AFRICA  
(Cape of Good Hope Provincial Division)**

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
NGENILE NXAMEKA, Defendant**

In execution of a judgment of the High 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, 19 June 1997 at 10:00, of the undermentioned property of the Defendant on the conditions which will lie for inspection at the offices of the Sheriff for the High Court, 23 Strawberry Mall, Church Street, Strandfontein:

Erf 30210, Khayelitsha, in the area of the City Council of Lingeletu West, Administrative District of the Cape, in extent 300 square metres, and situated at 32 Nciniba Street, Elitha Park, Khayelitsha.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A 43 square metre main dwelling consisting of lounge, kitchen, two bedrooms and bathroom with water closet.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash on the day of sale, the balance payable against registration of transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within fourteen (14) days from the date of sale.

2. Auctioneer's charges, payable on the day of sale to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand), minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town this 11th day of March 1997.

W. D. Inglis, for William Inglis, Plaintiff's Attorneys, Suite 321, Victoria Wharf Offices, Waterfront; P.O. Box 67, Cape Town; Docex 87, Cape Town. (Tel. 419-5414.) (Ref. W. D. Inglis/cs/S594/1717.)

**Case No. 458/96****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN**

**In the matter between THE BODY CORPORATE OF THE LA RHONE SCHEME No. 112/81, Execution Creditor,  
and THE TRUSTEES FOR THE TIME BEING OF THE SEAGULL ONE TRUST, Execution Debtor**

In pursuance of a judgment in the Magistrate's Court for the District of Cape Town and writ of execution dated 15 March 1996, the following property will be sold in execution, at the site of the property at 103 La Rhone, Oliver Road, Sea Point, on Wednesday, 30 April 1997 at 11:00, to the highest bidder:

**Certain:** (a) Section 11 as shown and more fully described on Sectional Plan SS112/81 in the scheme known as La Rhone, in respect of the land and building or buildings situated at Cape Town in the City of Cape Town, Division Cape, Province of Western Cape of which section the floor area according to the said sectional plan is 91 (ninety-one) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST3820/1994, also known as 103 La Rhone, Oliver Road, Sea Point.

**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 foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: Sectional Title Unit.

3. **Payment:** 10% (ten per centum) of the purchase price shall be paid in cash at the time of the sale or by means of a deposit-taking institution's guaranteed cheque and the full balance thereof together with interest at the rate for which judgment was granted per annum calculated on the amounts of the balance of the purchase price (and in the event of there being any preferent creditor then also the interest payable upon such preferent creditor's claim) for the date of sale to the date of transfer shall be secured by a deposit-taking institution guarantee in a form acceptable to the Plaintiff's conveyancers. The guarantee shall be delivered by the purchaser to the Sheriff, or upon the Sheriff's instructions, to the Plaintiff's conveyancers within fourteen (14) days of the date of sale and shall provide for the payment of the full balance and any such interest payable as aforesaid.

4. **Conditions:** The full conditions of sale which will be read out by the Sheriff immediately prior to the sale may be inspected at his office.

N. W. Sharkey, for Schneider Sharkey & Klitzner, Attorneys for Judgment Creditor, 173 Bree Street, Cape Town.

**Case No. 3/96****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF STEYNSBURG HELD AT STEYNSBURG**

**In the matter between ABSA BANK, trading as VOLKSKAS BANK, Plaintiff, and  
M. D. DE KLERK, 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 21 April 1997 at 10:00, at the Magistrate's Office, Steynsburg:

Erf 345, Steynsburg, situated at 33 Vorster Street, Steynsburg, measuring 694 square metres.

**Improvements:** Four bedrooms (one with bathroom), lounge, TV/dining-room, bathroom, kitchen, large verandah, double garage and maid's toilet. House is fenced.

**Conditions of sale:**

1. The purchaser shall pay a deposit of 10% (ten per cent) 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 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, 38 Taylor Street, Burgersdorp and/or at the office of Hanekom & Bester, Burgersdorp.

Dated at Burgersdorp on this 14th day of March 1997.

Hanekom & Bester, Plaintiff's Attorney, 6 Church Street (P.O. Box 19), Burgersdorp, 9744. [Tel. (051) 653-1871.]

**Case No. 2391/96**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(South-Eastern Cape Local Division)

**In the matter between FIRST NATIONAL BANK OF S.A. LTD, Plaintiff, and ROELOF DANIEL VAN WYK, First Defendant, and ERNA VAN WYK, Second Defendant**

In pursuance of a judgment dated 15 November 1996 and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 18 April 1997 at 15:00:

*Description:* Erf 1092, Lorraine, situated at 37 Centenary Road, Lorraine, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a brick dwelling with outbuildings.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

*Terms:* 10% (ten per cent) and Deputy Sheriff 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 (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 date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of the 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 10th day of March 1997.

C. R. Cornish, for Cornish & Bowes, Plaintiff's Attorneys, 39A Pickering Street, Newton Park, Port Elizabeth. (Ref. Mrs Nell.)

**Case No. 2578/96**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(South-Eastern Cape Local Division)

**In the matter between FIRST NATIONAL BANK OF S.A. LTD, Plaintiff, and CYRIL HAROLD FREDERICK WHITE, Defendant**

In pursuance of a judgment dated 2 December 1996 and an attachment, the following immovable property will be sold in the foyer of the A.A. Mutual Building, 15 Rink Street, Central, Port Elizabeth, by public auction on Friday, 18 April 1997 at 15:00:

*Description:* Erf 8732, Lorraine, situated at 80 Luneville Road, Lorraine, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a brick dwelling with outbuildings.

A substantial bond is available to an approved purchaser.

The conditions of sale may be inspected at the Sheriff's Office, Fifth Floor, A.A. Mutual Building, Rink Street, Port Elizabeth.

*Terms:* 10% (ten per cent) and Deputy Sheriff 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 (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 date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of the 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 10th day of March 1997.

C. R. Cornish, for Cornish & Bowes, Plaintiff's Attorneys, 39A Pickering Street, Newton Park, Port Elizabeth. (Ref. Mrs Nell.)

Case No. 7036/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between ABSA BANK LIMITED, Plaintiff, and WILLEM BENJAMIN CLOETE, First Defendant, and SOPHIA CLOETE, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of Kuils River, the following will be sold in execution on 29 April 1997 at 14:00, in front of the Magistrate's Court for the District of Kuils River, to the highest bidder:

Erf 342 (portion of Erf 878), Gaylee, 744 (seven hundred and forty-four) square metres, held by Deed of Transfer T69925/89, situated at 27 Margaret Street, Melton Rose, Eerste River.

Brick building, tiled roof, three bedrooms, bathroom/toilet, lounge, dining-room, kitchen and carport.

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 (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 Magistrate's Court, Kuils River.

C & A Friedlander Inc., Third Floor, Reader's Digest House, Strand Street, Cape Town, 8001. (Ref. C. Silverwood/Z01648.)

Case No. 12308/96

## 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 ANDRE KEITH DRAGE, First Defendant, and JACQUELINE ELIZABETH DRAGE, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 19 July 1996, the property listed hereunder, and commonly known as 99 Lavender Road, Lenteguur, Mitchells Plain, will be sold in execution in front of the Magistrate's Court, Mitchells Plain, on Wednesday, 30 April 1997 at 10:00, to the highest bidder:

Erf 10415, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent 180 (one hundred and eighty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North, Medical Suite 2, Westgag Mall, Weltevreden Valley, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 25th 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.2208.)

Case No. 817/95

## 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 SHARABIEN ARIEFDIEN, Defendant**

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain, and writ of execution dated 3 April 1995, the property listed hereunder, and commonly known as 74 Tropicana Road, Colorado Park, will be sold in execution at the premises on Wednesday, 23 April 1997 at 11:00, to the highest bidder:

Erf 1928, Weltevreden Valley, in the Local Area of Weltevreden Valley, Cape Division, in extent 420 (four hundred and twenty) square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey residence built of brick with tiled roof, comprising two bedrooms, lounge, kitchen, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North, Medical Suite 2, Westgate Mall, Weltevreden Valley, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 28th 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.1888.)

Case No. 2798/95

IN THE HIGH COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between GBS MUTUAL BANK, Plaintiff, and EBRAHIM SULEMAN EBRAHIM, Defendant**

In execution of a judgment of the High Court of South Africa (Cape of Good Hope Provincial Division) in the above-mentioned suit, a sale without reserve will be held at 17 Hoek Street, Lansdowne, on Wednesday, 23 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 for the High Court, Wynberg, at First Floor, NBS Building, 52 Church Street, Wynberg:

Erf 103167, Cape Town at Lansdowne, in the City of Cape Town, Cape Division, Province of the Western Cape, measuring 601 (six hundred and one) square metres, held by Deed of Transfer T2978/1993, also known as 17 Hoek Street, Lansdowne (hereinafter referred to as "the property").

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: A single storey three bedroomed dwelling-house constructed of facebrick under cement tile roof with extensive ceramic tile flooring, extensive paving plus usual outbuildings including double garage with panelled ceiling and laundry plus servants' quarters surrounded by brick and wrought iron walls.

**Terms:**

1. 10% (ten per centum) of the purchase price in cash or bank-guaranteed cheque 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 the sale.

2. Auctioneer's charges, 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 at Cape Town this 11th day of March 1997.

Findlay & Tait Inc., Plaintiff's Attorneys, 30 Hout Street, Cape Town. (Ref. P. E. Whelan/hb/43745.)

Case No. 1652/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBANY HELD AT GRAHAMSTOWN

**In the matter between NBS BANK, Execution Creditor, and NOSINDI JULIA NASE, Execution Debtor**

In pursuance of a judgment granted in the Magistrate's Court of Grahamstown, dated 12 November 1996 and a warrant of execution dated 20 November 1996, the following immovable property will be sold in execution on 25 April 1997 at 12:00, at the Magistrate's Court, High Street, Grahamstown, to the highest bidder for cash:

Erf 6921, Grahamstown, in the Administrative District of Albany, in extent 560 square metres, held by Deed of Transfer T61146/93 and situated at 40 Andrew Heemro Road, Grahamstown.

The following improvements are reported but not guaranteed: A dwelling consisting of lounge, dining-room, kitchen, three bedrooms, toilet and bathroom and garage.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance plus interest thereon at the rate of 21,25% (twenty-one comma two five per cent) per annum calculated from the date of the sale to the date of transfer, 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.

The full conditions of sale will be read immediately before the sale and are available for inspection at the office of the Sheriff of the Magistrate's Court for the District of Albany, 44 Beaufort Street, Grahamstown.

Dated at Grahamstown this 5th day of March 1997.

Whitesides, Execution Creditor's Attorneys, 115 High Street, Grahamstown. (Ref. Mr Nunn/af.)

Case No. 2212/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF ALBANY HELD AT GRAHAMSTOWN

**In the matter between ABSA BANK LIMITED, Execution Creditor, and ZALISILE ANTHONY MHLWATIKA, First Execution Debtor, and ZUKISWA CONSTANCE MHLWATIKA, Second Execution Debtor**

In pursuance of a judgment granted in the Magistrate's Court of Grahamstown, dated 5 November 1996 and a warrant of execution dated 12 November 1996, the following immovable property will be sold in execution on 25 April 1997 at 12:00, at the Magistrate's Court, High Street, Grahamstown, to the highest bidder for cash:

Erf 646, Grahamstown, in the Administrative District of Albany, in extent 535 square meters, held by Deed of Transfer T50808/91 and situated at 16 Trollope Street, Grahamstown.

The following improvements are reported but not guaranteed: A dwelling consisting of lounge, kitchen, pantry, four bedrooms, sitting-room, bathroom, toilet and two garages.

**Terms:** 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance plus interest thereon at the rate of 19,25% (nineteen comma two five per cent) per annum calculated from the date of the sale to the date of transfer, 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.

The full conditions of sale will be read immediately before the sale and are available for inspection at the office of the Sheriff of the Magistrate's Court for the District of Albany, 44 Beaufort Street, Grahamstown.

Dated at Grahamstown this 5th day of March 1997.

Whitesides, Execution Creditor's Attorneys, 115 High Street, Grahamstown. (Ref. Mr Nunn/af.)

Case No. 22985/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS, TODD STREET, PORT ELIZABETH

**In the matter between FEDERATED TIMBERS (PTY) LTD, Execution Creditor, and MACHFOOZ JAPPIE and MOGAMAT ZOUGHDI JAPPIE, Execution Debtors**

Pursuant to a warrant of execution issued upon a judgment of the above Honourable Court dated 24 October 1996, a public auction sale in execution of the following immovable property will be held at the front entrance of the New Law Courts, North End, Port Elizabeth, on Friday, 25 April 1997 at 14:15:

Erf 2378, Gelvandale in the Municipality and Division of Port Elizabeth, Province of Eastern Cape, in extent 1 190 square meters.

It has been reported that the property has been improved by the erection thereon of a dwelling house but nothing is guaranteed in this respect.

The material conditions of sale are that the auctioneer's commission and ten per cent of the purchase price will be payable on the date of sale, that the sale will be voetstoots and that the proceeds of the sale will be sufficient to satisfy the claim(s) of existing mortgagee(s). The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Port Elizabeth West.

Dated at Port Elizabeth this 5th day of March 1997.

Aronson Abramowitz & Co., Execution Creditor's Attorneys, Second Floor, Allandor House, 117 Parliament Street, Port Elizabeth.

Saak No. 4295/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK GORDONIA GEHOU TE UPINGTON

**In die saak tussen ABSA BANK BEPERK, handeldrywende as ALLIED BANK, Vonnisskuldeiser, en ANDREW STAATS, Eerste Vonnisskuldenaar, en MARIA STAATS, Tweede Vonnisskuldenaar**

Ingevolge 'n vonnis gelewer op 23 Oktober 1996, in die Upington Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 23 April 1997 om 10:00, te Landdroskantoor Upington, aan die hoogste bieder, met geen reserweprys:

**Beskrywing:** Erf 1650, Upington, groot (1 163) vierkante meter, gehou kragtens Akte van Transport. T700/86.

**Straatadres:** Malherbestraat 49, Upington.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit drie slaapkamers, kombuis, badkamer, toilet, sitkamer, eetkamer enkel garage en omheining.

Die voorgenoemde geregtelike verkoping sal onderhewig wees aan die voorwaardes van verkoping wat geïnspekteer kan word by die kantore van die Balju van die Landroshof te Strauss Afslaers Industriële gebied, Upington, 8800.

Gedateer te Upington op hede die 4de Maart 1997.

Malan & Vennote, Schröderstraat 25 (Posbus 8800), Upington, 8800. [Tel. (054) 2-2127/8.] (Verw. Nel/fh/01.)

Case No. 4295/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GORDONIA HELD AT UPINGTON

**In the matter between ABSA BANK BEPERK, trading as ALLIED BANK, Judgment Creditor, and ANDREW STAATS, First Judgment Debtor, and MARIA STAATS, Second Judgment Debtor**

In pursuance of judgment granted on 23 October 1996, in the Upington Magistrate's Court and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 23 April 1997 at 10:00, at the Magistrate's Court, Upington, to the highest bidder:

*Description:* Erf 1650, Upington, in extent, 1 163 square metres.

*Street address:* 49 Malherbe Street, Upington.

*Improvements:* Three bedrooms, kitchen, bathroom, toilet, lounge, dining-room, single garage and fence.

Held by the Defendants in his name under Deed of Transfer T700/86.

1. The sale shall be subject to the terms and conditions of the Magistrate's 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.
5. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, at Strauss Afslaers Industriële gebied, Upington, 8800.

Dated at Upington on this 4th day of March 1997.

Malan & Vennote, Plaintiff's Attorneys, 25 Schröder Street (P.O. Box 27), Upington, 8800. [Tel. (054) 22127/8/9.] (Ref. Nel/fh/01.)

Case No. 12517/96

IN THE SUPREME COURT OF SOUTH AFRICA

(Cape of Good Hope Provincial Division)

**In the matter between STANDARD BANK OF SA LIMITED, Judgment Creditor, and WAINER, JESSE ILAN, Judgment Debtor**

Be pleased to take notice that 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 a reserve price will be held at 48 Canterbury Square, Voegelgesang, Zonnebloem, Cape Town, on 29 April 1997 at 10:30, of the undermentioned properties of the Judgment Debtors on the conditions and which lie for inspection at the Sheriff's Office, Mandatum Building, Barrack Street, Cape Town, prior to the sale:

1. A unit consisting of:

(a) Section 65, as shown and more fully described on Sectional Plan SS208/89 (173/1989), in the scheme known as Canterbury Square, in respect of the land and building or buildings situated at Cape Town, Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of the Western Cape, of which section the floor area, according to the said sectional plan, is 17 (seventeen) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by Deed of Transfer ST9005/96.

2. A unit consisting of:

(a) Section 77, as shown and more fully described on Sectional Plan SS208/89 (173/1989) in the scheme known as Canterbury Square, in respect of the land and building or buildings situated at Cape Town, Transitional Metropolitan Substructure of Cape Town, Cape Division, Province of the Western Cape, of which section the floor area, according to the said sectional plan is 104 (one hundred and four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST9005/96.

The following information is furnished regarding the improvements, although in this regard nothing is warranted.

The above-mentioned property is a double-storey dwelling consisting of entrance hall, three bedrooms, bathroom, living-room, w.c., w.c. and shower, garage, and kitchen.

*Street address:* 48 Canterbury Square, Voegelgesang, Zonnebloem, Cape Town.

*Terms:* 10% (ten per centum) of the purchase price in cash on the day of the sale, the balance payable against registration of the transfer, to be secured by a bank or building society or other acceptable guarantee to be furnished within 30 (thirty) days from the date of sale.

Auctioneer's charges, payable on the day of the sale, to be calculated as follows: 5% (five per centum) on the proceeds of the sale up to a price of R30 000 (thirty thousand rand) and thereafter 3% (three per centum) up to a maximum fee of R7 000 (seven thousand rand). Minimum charges R260 (two hundred and sixty rand).

Dated at Cape Town this 14th day of March 1997.

Young-Davis Inc., Sanlam Arena (Entrance 2), corner of Cradock Avenue and Baker Street, Rosebank. (Tel. 447-1808.) (Ref. Mr Garven/fm/S.106.) Locally represented by Arthur Abrahams & Gross No. 2 Long Street, Cape Town. [Tel. (021) 418-2020.] [Fax. (021) 418-1280.] (Ref. Mr Gore.)

Saak No. 93/97

IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

In die saak tussen **SAAMBOU BANK BEPERK**, Eksekusieskuldeiser, en **JACOBUS JOHANNES GRANDFIELD**, Eerste Eksekusieskuldenaar, en **ALETTA GRANDFIELD**, Tweede Eksekusieskuldenaar

In die gemelde saak sal 'n veiling gehou word op 22 April 1997 om 09:00, voor die Landdroshof te Van Riebeeckweg, Kuilsrivier:

Erf 4196, Blue Downs, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur Melton Rose/Blue Downs, afdeling Stellenbosch, provinsie Wes-Kaap, groot 403 (vierhonderd-en-drie) vierkante meter, gehou kragtens Transportakte T57354/95, ook bekend as Spurwingrylaan 15, Electric City.

*Verkoopvoorwaardes:*

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe (Wet No. 32 van 1944), en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een-tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 20,25% (twintig komma twee vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeterings is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): *Hoofgebou:* Baksteengebou bestaande uit kombuis, drie slaapkamers, sitkamer, badkamer en toilet. *Buitegeboue:* Geen.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Kuilsrivier, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 4de dag van Maart 1997.

A. J. Marais, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier.

Case No. 503/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

In the matter between **UNITED BANK**, a division of **ABSA BANK LIMITED**, Plaintiff,  
and **DESMOND FERREIRA**, Defendant

The following property will be sold in execution at the Kuils River Court-house on Monday, 21 April 1997 at 14:00, to the highest bidder:

Erf 643, Kraaifontein, in the Municipality of Kraaifontein, Paarl Division, situated at 210 Van der Merwe Street, Kraaifontein, measuring 496 (four hundred and ninety-six) square metres.

*Description:* Three bedrooms, lounge, dining-room, two bathrooms, open plan kitchen and single garage, held by Title Deed T24547 dated 11 March 1993.

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% (nineteen 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 (fourteen) days of the sale.
3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.
4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z02236.)

**Saak No. 677/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE**

**In die saak tussen DRS VOSLOO & VENNOTE, Eiser, en PERCIVAL ALLADIN ADOLPH, Eerste Verweerder, en PATRICIA ADOLPH, Tweede Verweerder**

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 5 Desember 1996, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 24 April 1997 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 14592, Uitenhage, in die gebied van Uitenhage Plaaslike Oorgangsraad, afdeling Uitenhage, provinsie Oos-Kaap, groot 413 (vierhonderd en dertien) vierkante meter, gehou deur Verweerders kragtens Titellakte T1324/86, geleë te Wablerstraat 31, Rosedale, Uitenhage.

Alhoewel niks gewaarborg word nie, word dit verstaan dat die eiendom verbeter is met 'n woning en buitegeboue.

*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 vir die Landdros Hof Noord, mnr. P. le Roux, Bairdstraat 4, Uitenhage.

Gedateer te Uitenhage hierdie 18de dag van Maart 1997.

Kitchings, Eiser se Prokureurs, Pro-Ecclesiagebou, Kerkstraat, Uitenhage. (Verw. AVSK/LN/STG013.)

**Saak No. 1756/95**

**IN DIE LANDDROSHOF VIR DIE DISTRIK UITENHAGE GEHOU TE UITENHAGE**

**In die saak tussen UNIVERSITY OF WITWATERSRAND, Eiser, en NELLIE NTOMBIZODWA MACHEMBA N.O. vir boedel wyle T. M. MACHEMBA, Eerste Verweerder, en N. N. MACHEMBA, Tweede Verweerder**

Ingevolge 'n vonnis van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie gedateer 13 Augustus 1996, sal die ondergemelde eiendom in eksekusie verkoop word deur die Balju op Donderdag, 24 April 1997 om 11:00, voor die Landdroskantoor te Durbanstraat, Uitenhage, aan die hoogste bieder:

Erf 9792, kwaNobuhle, Uitenhage, in die gebied van Uitenhage Plaaslike Oorgangsraad, afdeling Uitenhage, provinsie Oos-Kaap, groot 286 (tweehonderd ses-en-tagtig) vierkante meter, gehou deur Verweerders kragtens Titellakte TL2914/87, geleë te Tizestraat 92, kwaNobuhle, Uitenhage.

Alhoewel niks gewaarborg word nie, word dit verstaan dat die eiendom verbeter is met 'n woning en buitegeboue.

*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 vir die Landdros Hof Suid, mnr. J. Kritzinger, Stockenstroomstraat 12, Uitenhage.

Gedateer te Uitenhage hierdie 18de dag van Maart 1997.

Kitchings, Eiser se Prokureurs, Pro-Ecclesiagebou, Kerkstraat, Uitenhage. (Verw. AVSK/LN/MMO001.)

Saak No. 4933/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK SOMERSET-WES GEHOU TE SOMERSET-WES

**In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en  
FRANZ GUSTAV JOHANNES POTGIETER, Eksekusieskuldenaar**

In die gemelde saak sal 'n veiling gehou word op 29 April 1997 om 12:00, op die perseel:

Erf 9674, Somerset-Wes, geleë in die Helderberg Munisipaliteit, afdeling Stellenbosch, provinsie Wes-Kaap, groot 900 vierkante meter, gehou kragtens Transportakte T46608/92, ook bekend as Dianthusstraat 26, Heldervue, Somerset-Wes.

**Verkoopvoorwaardes:**

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshoue, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 19,25% (negentien komma twee vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): *Hoofgebou:* Oop erf. *Buitegebou:* Geen.

4. Die volledige veilingvoorwaardes sal ten tye van die veiling voorgelees word en lê voor die tyd ter insae in die kantoor van die Balju van die Landdroshof, Somerset-Wes, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 27ste dag van Februarie 1997.

A. J. Marius, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

Saak No. 11930/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK KUILSRIVIER GEHOU TE KUILSRIVIER

**In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en ERIC LOUW, Eerste  
Eksekusieskuldenaar, en SUSANNA ENGELA JOHANNA LOUW, Tweede Eksekusieskuldenaar**

In die gemelde saak sal 'n veiling gehou word op 23 April 1997 om 12:45, op die perseel:

Erf 1772, Kraaifontein, in die gebied van die Oostelike Substruktuur Kraaifontein, afdeling Paarl, provinsie Wes-Kaap, groot 496 vierkante meter, gehou kragtens Transportakte T59433/95, ook bekend as Steytlerstraat 64, Kraaifontein.

**Verkoopvoorwaardes:**

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshoue, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprys word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprys met rente daarop teen 'n koers van 19,50% (negentien komma vyf nul persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): *Hoofgebou:* Baksteengebou bestaande uit drie slaapkamers, kombuis, badkamer/toilet en sitkamer. *Buitegebou:* Enkel 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, Kuilsrivier, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 28ste dag van Januarie 1997.

A. J. Marius, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

Saak No. 2586/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK STRAND GEHOU TE STRAND

**In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en ALBERT JAMES MURPHY (Snr) N.O., Eerste  
Eksekusieskuldenaar, MARTHA JACOBA MURPHY N.O., Tweede Eksekusieskuldenaar, en JACOB BOISKIN N.O.,  
Derde Eksekusieskuldenaar, as Trustees van die Almar Trust**

In die gemelde saak sal 'n veiling gehou word op 22 April 1997 om 11:45, op die perseel:

Gedeelte 7 van die Plaas 1089, afdeling Stellenbosch, provinsie Wes-Kaap, groot 2 740 vierkante meter, gehou kragtens Transportakte T9393/96, ook bekend as Wedderwill Plaas, Sir Lowry's Pass, Somerset-Wes.

**Verkoopvoorwaardes:**

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshof, No. 32 van 1944, en die eiendom word voetstoots verkoop onderworpe aan die voorwaardes van die bestaande titelbewys.

2. Een tiende van die koopprijs word onmiddellik betaal nadat die eiendom as verkoop verklaar is en die res van die koopprijs met rente daarop teen 'n koers van 20,25% (twintig komma twee vyf persent) per jaar, betaal te word teen registrasie van oordrag wat onverwyld na die veiling gegee en geneem sal word.

3. Die volgende verbeteringe is op die eiendom aangebring (hoewel niks in hierdie opsig gewaarborg word nie): *Hoofgebou*: Houthuis bestaande uit sitkamer, eetkamer, twee slaapkamers, badkamer en kombuis. *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, Somerset-Wes, en in die kantoor van die ondergetekende.

Gedateer te Kuilsrivier op hierdie 13de dag van Februarie 1997.

A. J. Maruis, vir Marais Müller, Prokureur vir Vonnisskuldeiser, Van Riebeeckweg 66, Kuilsrivier. (Tel. 903-5191.)

**Saak No. 4275/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK GOODWOOD GEHOU TE GOODWOOD**

**In die saak tussen NBS BANK BEPERK, Eiser, en I. K. SCHWARTZ en B. S. GIBBON, Verweerders**

Ingevolge 'n vonnis van die Landdroshof te Goodwood, gedateer 23 Januarie 1997, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Section 27, The Oaks, Yellowwoodsingel, Goodwood, per publieke veiling te koop aangebied op 29 April 1997 om 12:00:

Eenheid 27, The Oaks, Goodwood, afdeling Kaap, groot 48 vierkante meter, ook bekend as Section 27, The Oaks, Yellowwoodsingel, Goodwood, gehou kragtens Transportakte ST13419/95.

**Voorwaardes:**

1. Die eiendom sal deur die afslaer en/of Balju Landdroshof van Goodwood, verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprijs kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping 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 koopprijs, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die Vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Goodwood, en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer hierdie 24ste dag van Februarie 1997.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/ESN548.)

**Saak No. 32256/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE**

**In die saak tussen NBS BANK BEPERK, Eiser, en J. A. en J. MARIAS, Verweerders**

Ingevolge 'n vonnis van die Landdroshof te Bellville, gedateer 26 November 1996, en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Van Dick Sentrum 11, hoek van Louis Trichardt- en King Edwardstraat, Parow, per publieke veiling te koop aangebied op 30 April 1997 om 10:00:

Eenheid 13, van Skema SS70/95, Van Dijk Sentrum, Parow, afdeling Kaap, groot 56 vierkante meter, ook bekend as Van Dijk Sentrum 11, hoek van Louis Trichardt- en King Edwardstraat, Parow, gehou kragtens Transportakte ST2396/95.

**Voorwaardes:**

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Bellville verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3. (a) Die koper moet 'n deposito van tien persent (10%) van die koopprys kontant op die dag van die verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n waarborg van 'n bank of bouvereniging wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne sewe (7) dae na die datum van verkoping verstrek word.

(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 21% (een-en-twintig persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die prokureur van die 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, Bellville en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs van Eiser, Sarel Cilliersstraat 1, Bellville.

Gedateer hierdie 31ste dag van Januarie 1997.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532. (Verw. mev. Swart/EMN569.)

**Case No. 8295/93****IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN**

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), formerly NATAL BUILDING SOCIETY LIMITED, Plaintiff, and JOHN HENRY HAUPT, First Defendant, and VERONICA GRACE HAUPT, Second Defendant**

In pursuance of a judgment of the Magistrate's Court of Mitchells Plain and writ of execution dated 20 July 1993, the property listed hereunder, and commonly known as 3 Washington Crescent, Colorado Park, will be sold in execution at the premises on Tuesday, 22 April 1997 at 11:00, to the highest bidder:

Erf 244, Weltevreden Valley, situated in the Local Area of Weltevreden Valley, Administrative Division of the Cape, in extent 373 square metres.

The following improvements are reported to be on the property, but nothing is guaranteed: Single-storey residence built of brick with tiled roof, comprising three bedrooms, lounge, kitchen, bathroom and toilet.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff of the Magistrate's Court, Mitchells Plain North, Medical Suite 2, Westgate Mall, Weltevreden Valley, Mitchells Plain. A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Cape Town this 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.1203.)

**Saak No. 2637/97**

**IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE  
TODDKAMERS, TODDSTRAAT, PORT ELIZABETH**

**In die saak tussen ABSA BANK BEPERK, Eiser, en PETER ALFRED BULBRING, Verweerder**

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof gedateer 30 Januarie 1997, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 25 April 1997 om 14:15, by die Nuwe Gereghouse, Noordeinde, Port Elizabeth, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die afslaer/Balju by die veiling uitgelees sal word:

(a) Deel 9, soos getoon en volledig beskryf op Deelplan SS51/88, in die skema bekend as Sonop, ten opsigte van die grond en gebou of geboue geleë te Noordeinde, in die munisipaliteit en afdeling Port Elizabeth, van welke deel die vloeroppervlakte, volgens voormelde deelplan, 56 vierkante meter 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 ST7099/92.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is 'n deeltiteleenheid bestaande uit sitkamer, kombuis, slaapkamer en badkamer.

Die eiendom kan inspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Suid (Tel. 54-2734).

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die afslaers- en/of Baljukommissie betaal word. Die balanskoopprys is betaalbaar teen oordrag en moet verseker word deur 'n waarborg goedgekeur deur die Eiser se prokureur en wat aan hom binne veertien (14) dae na die verkoping verskaf moet word.

**Verkoopvoorwaardes:** Die volledige verkoopvoorwaardes lê ter insae by die Balju van die Landdroshof, Port Elizabeth-Suid (Tel. 54-2734).

**Datum:** 20 Maart 1997.

Greyvensteins Ingelyf, St Georgehuis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z05380.)

**Case No. 3443/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF STRAND HELD AT STRAND

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and ANTHONY JOHANNES JOSIAS, married in community of property to IRENE JANET JOSIAS, Defendant**

In terms of a judgment given in the Magistrate's Court at Strand on 2 October 1996, and under a warrant of execution issued thereafter, the following immovable property known as Erf 17838, Strand, in the Helderberg Municipality, Division of Stellenbosch, Western Cape Province, measuring 100 square metres, held by Deed of Transfer T58873/95, also known as 6 Fatima Street, Casablanca, Strand, will be sold in execution on 23 April 1997 at 10:00, at 6 Fatima Street, Casablanca, Strand, in terms of the conditions of sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Strand, and the undersigned.

The material terms of the sale are as follows:

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 10% (ten per cent) of the purchase price immediately after the sale and will provide bank or building society guarantee acceptable to the Judgment Creditor's attorneys providing for payment within 14 days of the balance of the purchase price and interest.
3. The purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property as also payment of interest to the Execution Creditor and to the bondholder.
4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: Two bedrooms, lounge, bathroom, toilet and kitchen.

Dated at Somerset West this 17th day of February 1997.

P. du Toit, for Morkel & De Villiers Inc., First Floor, Elwil Centre, 14 Caledon Street, Somerset West; P.O. Box 112, Somerset West, 7129. [Tel. (021) 851-2928.]

**Case No. 2481/95**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF STRAND HELD AT STRAND

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and BASIL CHRISTIE DE LANGE, married in community of property to DEBORAH MAGDALENA DE LANGE, Defendants**

In terms of a judgment given in the Magistrate's Court at Strand, on 7 June 1995 and under a warrant of execution issued thereafter, the following immovable property known as:

Erf 14556, Strand, in the Helderberg Municipality Division of Stellenbosch, Western Cape Province, measuring 250 square metres, held by Deed of Transfer T84767/93, also known as 13 Anthea Street, Strand, will be sold in execution on 23 April 1997 at 10:30, at 13 Anthea Street, Strand, in terms of the conditions of sale, which will be read out immediately before the sale is held and which may be inspected at the offices of the Sheriff of the Court, Strand, and the undersigned.

The material terms of the sale are as follows:

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 10% (ten per centum) of the purchase price immediately after the sale and will provide a bank or building society guarantee acceptable to the Judgment Creditor's attorneys providing for payment within fourteen (14) days of the balance of the purchase price and interest.

3. The purchaser shall be liable for payment of all arrear rates and penalties and other charges (inclusive of collection commission) in respect of the immovable property and also payment of interest to the Execution Creditor and to the Bondholder.

4. Without guaranteeing anything, it is alleged that the property is improved in the following manner: Lounge, kitchen, two bedrooms, bathroom and toilet.

Dated at Somerset West this 17th day of February 1997.

P. du Toit, for Morkel & De Villiers Inc., First Floor, Elwil Centre, 14 Caledon Street (P.O. Box 112), Somerset West, 7129.  
[Tel. (021) 851-2928.]

Case No. 57284/91

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**NEDCOR BANK LIMITED versus M. M. PEKA**

*The property:* Erf 1254, Grassy Park at Grassy Park, in the Local Area of Grassy Park, Division Cape, in extent 613 square metres, situated at 2 Faulman Road, Grassy Park.

*Improvements* (not guaranteed): Single dwelling, brick walls, tiled roof, lounge, kitchen, three bedrooms, bathroom, toilet and servants' quarters.

*Date of sale:* 21 April 1997 at 10:00.

*Place of sale:* 2 Faulman Road, Grassy Park.

*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 centum) 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. 11784/96

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 ARTHUR THOMAS, First Judgment Debtor, and LEVONA FLORINA THOMAS, Second Judgment Debtor**

In pursuance of a judgment granted on 7 February 1997, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 24 April 1997 at 14:00, at Kuils River Court-house:

*Description:* Erf 10, Blue Downs in the Lower Kuils River 1 Local Area, Administrative District of Stellenbosch, in extent 336 (three hundred and thirty-six) square metres.

*Postal address:* 6 Romelia Crescent, The Conifers, Blue Downs.

*Improvements:* Dwelling, three bedrooms, lounge, bathroom and toilet (not guaranteed).

Held by Deed of Transfer 23230/88.

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% (nineteen 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 6th day of March 1997.

W. J. M. Saaiman, for Van Niekerk Groenewald & 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. A0452/40/WS/Mrs Wolmarans.)

Case No. 7561/96

## 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 DANIEL JOHANNES JACOBUS PAPIER, First Judgment Debtor, and JANE PAPIER, Second Judgment Debtor**

In pursuance of a judgment granted on 10 September 1996, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 29 April 1997 at 14:00, at Kuils River Court-house:

*Description:* Erf 13942, Kraaifontein in the Municipality of Kraaifontein, Paarl Division, in extent 230 (two hundred and thirty) square metres.

*Postal address:* 200 Vorster Street, Scottsville.

*Improvements:* Dwelling: Lounge, kitchen, two bedrooms and bathroom (not guaranteed).

Held by Deed of Transfer 2142/95.

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:* 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 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 6th day of March 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. WS/Mrs Wolmarans.)

Case No. 11396/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between CB'S AIRBRAKES, Plaintiff, and SALIE ALLIE, Defendant**

In pursuance of the warrant of execution of the above Honourable Court, the undermentioned property will be sold by public auction at the site on Wednesday, 7 May 1997 at 11:00:

*Property:* Erf 23094, Mitchells Plain in the City of Cape Town, Cape Division, Province of Western Cape, measuring 127 (one hundred and twenty-seven) square metres, held by Deed of Transfer T10939/1994 and subject to the conditions contained therein.

More specifically known as 117 Linaria, Lentegeur, Mitchells Plain.

*Conditions of sale:*

1. The sale will be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the title deeds in so far as same are applicable.

2. The property will be sold voetstoots to the highest bidder.

3. The sale will be subject to further conditions which will be read out immediately prior to the sale. The full conditions of sale may be inspected at the offices of the undersigned.

Kruger & Co., Attorneys for Plaintiff, 16 McIntyre Street, Parow, 7500. [Ref. M. Kruger (Jnr.)/TM/CB0021.]

Saak No. 1544/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK PAARL GEHOU TE PAARL

**In die saak tussen BOLAND BANK PKS BEPERK, Elser, en mej. W. R. L. BARON, Verweerder**

Geliewe kennis te neem dat ter uitvoering van vonnis in bostaande saak, sal die eiendom hierna vermeld, per openbare veiling verkoop word op Dinsdag, 22 April 1997 om 10:00, te Duikerstraat 12, Newton, Wellington:

Erf 6510, Wellington, in die munisipaliteit van Wellington, afdeling Paarl, groot 545 (vyfhonderd vyf-en-veertig) vierkante meter, gehou kragtens Transportakte T60283/92, synde 'n woonhuis geleë te Duikerstraat 12, Newton, Wellington.

*Veilingvoorwaardes:*

1. Die eiendom word aan die hoogste bieder verkoop, onderworpe aan die bepalings van die Wet op Landdroshoue en die reëls daarvolgens uitgevaardig en van die titelbewys insoverre dit van toepassing is.

2. Tien persent (10%) van die koopprys moet betaal word by ondertekening van die veilingvoorwaardes of andersins soos die Balju mag reël. Die balans van die koopprys, tesame met rente teen 22% (twee-en-twintig persent) per jaar bereken vanaf datum van besit tot datum van betaling, moet betaal word teen registrasie van die eiendom in naam van die koper. Die balans koopprys moet binne veertien (14) dae na datum van die veiling versekureer word deur 'n goedgekeurde bankwaarborg.

3. Die volledige veilingvoorwaardes lê ter insae by die kantore van die Balju geleë te Hoofweg 42E, Wellington, en sal onmiddellik voor die veiling uitgelees word.

Van der Spuy & Vennote, Prokureurs vir Eiser, Thomstraat 36, Paarl.

Case No. 016598/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF JOHANNESBURG HELD AT JOHANNESBURG

**In the matter between FRASCOT (JHB) (PTY) LTD, Execution Creditor, and HENNIE CLAASSENS,  
Identity Number 510505510807, Execution Debtor**

The property which will be put up for execution on Tuesday, 29 April 1997 at 11:30, being:

Erf 1149, Stellenbosch, Division of Stellenbosch, Province of Western Cape, in extent 639 (six hundred and thirty-nine) square metres, held by Deed of Transfer T49313/1988.

A  $\frac{1}{3}$  (one third) share of the property will be sold on site namely 12 Louw Street, Stellenbosch.

*Description of the property:* A double storey house comprising of five bedrooms, study, two living rooms, two bathrooms, kitchen, kitchenette and a double garage.

Take notice further that the sale is subject to the terms and conditions of the Magistrate's Court Rules No. 32 of 1944, as amended, the property being sold voetstoots and as it stands 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.

And further take notice that one tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by way of a bank-guaranteed 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 rates to be paid against registration of transfer and received within fourteen (14) days after the date of sale by a bank or building society guarantee.

And take notice further that the conditions of sale may be inspected by interested parties at the office of the Messenger of the Court, 116 Bergville, Victoria Street, Stellenbosch.

Dated at Cape Town this 25th day of March 1997.

Mallinicks Inc., Attorneys for Plaintiff, Sixth Floor, 2 Long Street, Cape Town. (Ref. B. Stern/dg/106509.)

Saak No. 8551/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WORCESTER GEHOU TE WORCESTER

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en mev. SYLVIA RACHEL NIMEROD, Verweerderes**

Ingevolge 'n vonnis van bogemelde Agbare Hof en lasbrief tot uitwinning, sal die ondergenoemde eiendom op die perseel van die eiendom self op 23 April 1997 om 10:00, aan die hoogste bieder verkoop word:

Erf 9711, Worcester, geleë te Weltevredestraat 17, Hexpark, Worcester, in die afdeling van die Plaaslike Oorgangsraad, afdeling Worcester, provinsie Wes-Kaap, groot 287 (tweehonderd sewe-en-tagtig) vierkante meter.

*Voorwaardes:* 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 verskaf word binne 14 (veertien) dae vanaf die verkoopdatum vir die balans van genoemde koopprys.

Die verdere en volledige verkoopvoorwaardes sal onmiddellik voor die verkoping uitgelees word en kan nou reeds nagegaan word by die kantoor van die Balju van die Landdroshof, Worcester.

Gedateer te Worcester op hede die 24ste dag van Februarie 1997.

J. D. de Vries, vir De Vries & Krouwkam, Russellstraat 91, Worcester, 6850. [Tel. (0231) 2-0630.]

Case No. 45142/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**In the matter between SAAMBOU BANK LIMITED, Judgment Creditor, and FAIZEL COENRAAD,  
First Judgment Debtor, and FATIMA COENRAAD, Second Judgment Debtor**

In execution of a judgment of the above Honourable Court and a warrant of execution, the herein above-mentioned property will be sold in execution on Tuesday, 22 April 1997 at 12:00, in front of 39 Derek Road, Grassy Park.

Erf 6469, Grassy Park, in the Local Area of Grassy Park, Cape Division, measuring 464 (four hundred and forty-six) square metres, held under Deed of Transfer T27388/1988, also known as 38 Derek Road, Grassy Park.

*Conditions of sale:*

1. The property shall be sold to the highest bidder subject to the provisions of the Magistrates' Courts Act, the rules made hereunder and the title deeds relating hereto.

2. *Payment:* 10% (ten per centum) of the purchase price shall be paid in cash upon signature of the conditions of sale, and the unpaid balance together with interest calculated on the amount of the Judgment Creditor's claim at the rate of 19,25% (nineteen comma two five per centum) per annum (together with such interest as may be payable on any Preferent Creditor's claim) from the date of sale to date of registration of transfer, which amounts are to be secured by approved banker's or building society guarantee to be delivered within 14 days of the sale. The following improvements are stated but not guaranteed: Brick dwelling consisting of three bedrooms, two bathrooms, kitchen, lounge and garage.

3. *Conditions:* The full conditions of sale will be read out by the auctioneer immediately prior to the sale and may be inspected at the office of the undersigned as well as the office of the Sheriff Wynberg.

Signed at Claremont this 14th day of February 1997.

De Klerk & Van Gend, Attorneys for Plaintiff, 2 Oakdene Road, corner of Oakdale and Kildare Roads, Claremont.  
(Ref. R60418/S. Duffett/em.)

Saak No. 45142/96

IN DIE LANDDROSHOF VIR DIE DISTRIK WYNBERG GEHOU TE WYNBERG

**In die saak tussen SAAMBOU BANK BEPERK, Vonnisskuldeiser, en FAIZEL COENRAAD,  
Eerste Vonnisskuldenaar, en FATIMA COENRAAD, Tweede Vonnisskuldenaar**

Ingevolge 'n uitspraak in die Landdroshof, Wynberg, en 'n lasbrief vir eksekusie, sal die volgende eiendom geregtelik verkoop word op Dinsdag, 22 April 1997 om 12:00, aan die hoogste bieder te Derekweg 39, Grassy Park.

Erf 6469, Grassy Park in die plaaslike area van Grassy Park, afdeling Kaap, groot 464 (vierhonderd vier-en-sestig) vierkante meter, gehou kragtens T27388/1988, ook bekend as Derekweg 39, Grassy Park.

*Veilingvoorwaardes:*

1. Die veiling is onderworpe aan die bepalings en voorwaardes van die Wet op Landdroshowe, die reëls daarkragtens uitgevaardig en van die titelbewys van die eiendom en die eiendom sal, onderworpe aan voormelde, aan die hoogste bieder verkoop word.

2. *Betaling:* 10% (tien persent) van die koopsom sal kontant ten tyde van die veiling betaal word en die volledige saldo, tesame met rente daarop teen 19,25% (negentien komma twee vyf persent) per jaar, bereken op die bedrag van die Vonnisskuldeiser se eis (en indien daar enige ander voorkeurekrediteur is, is die rente ook op sodanige voorkeurekrediteur se eis betaalbaar), van die veilingsdatum tot datum van oordrag teen registrasie van oordrag, welke bedrae deur 'n goedgekeurde waarborg van 'n bank of bouvereniging gesekureer moet word en binne 14 dae van die veilingsdatum ingedien moet word. Die volgende veranderings word gemeld, maar nie gewaarborg nie: Een baksteenwoonhuis bestaande uit drie slaapkamers, twee badkamers, kombuis, sitkamer en motorhuis.

3. *Voorwaardes:* Die volledige veilingvoorwaardes sal onmiddellik voor die veiling deur die afslaer voorgelees word en lê ter insae in die kantoor van die ondergetekende sowel as die kantore van die Balju, Wynberg.

Geteken te Claremont hierdie 14de dag van Februarie 1997.

De Klerk & Van Gend, Prokureurs vir Eiser, Oakdaleweg 2, hoek van Oakdale- en Kildareweg, Claremont.  
(Verw. R60418/S. Duffett/em.)

Case No. 11654/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between NBS BANK LTD, Plaintiff, and HENDRY CALVIN ABRAHAMS, Defendant**

Be pleased to take notice that pursuant to a judgment in the above Honourable Court, granted on 3 December 1996, the undermentioned property will be sold in execution at the Magistrate's Court, Kuils River, on Monday, 5 May 1997 at 09:00:

Erf 2409, Eerste River, situated in the Eastern Sub-structure, Division Stellenbosch, Province Western Cape, measuring 420 (four hundred and twenty) square metres, held by Deed of Transfer T55144/90, and comprising of lounge, two bedrooms, bathroom, toilet and kitchen, and known as 14 Arniston Crescent, Eerste River.

**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 29th day of January 1997.

M. Shevel, for Cohen Shevel & Fourie, Plaintiff's Attorneys, 154 Voortrekker Road, Parow.

Case No. 11809/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UITENHAGE HELD AT UITENHAGE

**In the matter between SAAMBOU BANK LIMITED, Execution Creditor, and A. M. BEKKER, First Execution Debtor, and S. BEKKER, Second Execution Debtor**

In execution of a judgment of the Magistrate's Court for the District of Uitenhage, dated 20 January 1997, and in pursuance of an attachment in execution dated 23 January 1997, a sale by public auction will be held by the Sheriff for the Magistrate's Court, in front of the Magistrate's Court, Uitenhage, on Thursday, 24 April 1997 at 11:00, of the following immovable property situated at 7 Louw Wepener Street, Despatch:

**Zoned:** Residential, being Erf 2496, Despatch, in the area of Despatch Transitional Council, Division of Uitenhage, Eastern Cape Province, in extent 1 033 square metres, held by Anton Marius Bekker and Shirley Bekker, under Deed of Transfer T84535/92 and subject to the conditions referred to therein.

The following improvements are situated on the property although nothing in this respect is guaranteed: Single storey detached conventional dwelling under asbestos with lounge, three bedrooms, kitchen and bathroom.

The conditions of sale will be read immediately prior to the sale, and are lying for inspection at the office of the Sheriff for the Magistrate's Court, Uitenhage.

**Terms:** 10% (ten per cent) of the purchase price and 5% (five per cent) Sheriff's (Auctioneer's) charges up to R30 000 and thereafter 3% (three per cent) to a maximum of R7 000 with a minimum of R260 in cash at the time of the sale; the balance against transfer to be secured by a bank or building society or other acceptable guarantee, to be furnished to the Sheriff of the Court within fourteen (14) days from the date of sale.

Dated at Uitenhage on this 7th day of March 1997.

J. S. Levy & Levy, Attorneys for Execution Creditor, 301 S.A. Permanent Centre, Caledon Street, Uitenhage.  
(Ref. L. Butlion/ls.)

Saak No. 9166/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK KIMBERLEY GEHOU TE KIMBERLEY

**In die saak tussen SAAMBOU BANK, Eier, en G. J. SEDIKWE, Verweerder**

Kragtens 'n uitspraak van die Hof van die Landdros, Kimberley op 7 Januarie 1997, en lasbrief vir eksekusie sal die volgende eiendom in eksekusie verkoop word op Donderdag, 24 April 1997 om 10:00, voor die Landdroskantoor te Kimberley, deur die Balju, Kimberley, aan die persoon wat die hoogste aanbod maak, naamlik:

Sekere Erf 13048, Kimberley, geleë in die munisipaliteit en administratiewe distrik Kimberley, beter bekend as Lehututustraart 13048, Thageng, Kimberley, groot 310 vierkante meter, gehou kragtens Transportakte T4774/94, onderworpe aan Verbandakte B2789/1994 ten gunste van Saambou Bank.

Die verkoopvoorwaardes lê ter insae by die Eiser se prokureur en by die Balju, Woodleystraat 36, Kimberley.

Geteken te Kimberley op hierdie 4de dag van Maart 1997.

K. J. Spangenberg, vir Van de Wall & Vennote, Van de Wallgebou, Southeystraat, Kimberley, 8301.

Saak No. 96496/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,  
PORT ELIZABETH

**In die saak tussen ABSA BANK, handeldrywende as VOLKSKAS BANK, Eiser, en  
WILLIAM THOMAS CORNEY, Eerste Verweerder, en MICHELLE VALERIE CORNEY, Tweede Verweerder**

Kragtens 'n vonnis van die Landdroshof vir die distrik Port Elizabeth, sal die ondergemelde eiendom verkoop word op 25 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:

Sekere Erf 2677, Fairview, in the munisipaliteit en afdeling van Port Elizabeth, grootte 250 (tweehonderd en vyftig) vierkante meter, gehou onder Titellakte T16520/95, ook bekend as Gustav Prellerweg 39, Fairview, Port Elizabeth.

Hoewel niks gewaarborg word nie, word gemeld dat die eiendom bestaan uit 'n enkelverdieping woonhuis met teëldak bestaande uit 'n sitkamer, twee slaapkamers en kombuis.

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 Eiser goedgekeur moet word en wat binne 14 (veertien) dae vanaf die veilingdatum voorgelê moet word.

Geteken te Port Elizabeth op hierdie 12de dag van Maart 1997.

Stulting Delpont Cilliers & De Jager, Birdstraat 5, Sentraal, Port Elizabeth, 6001. (Verw. HB de Jager/em.)

Case No. 93796/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,  
TODD STREET, PORT ELIZABETH

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
MOEGAMAT SCHALKWYK, First Defendant, and EUGENE SCHALKWYK, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth, dated 8 November 1996, the property listed hereunder will be sold in execution on Friday, 18 April 1997 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 4804, Gelvandale, in the Municipality and Division of Port Elizabeth, measuring 219 square metres, situated at 23 Lanique Street, Gelvandale Extension 12, Port Elizabeth.

**Conditions of sale:** The purchase price shall be payable as a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this 25th day of February 1997.

Brown Braude & Vlok Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. Mr D. C. Baldie/ah.)

Case No. 279/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIKETBERG HELD AT LAAIPLEK

**ABSA BANK LIMITED, trading as VOLKSKAS BANK versus ELEONORA MILLAR**

The following property situated at 6 Hendrik Louw Lane, Velddrif, will be sold in execution on Friday, 25 April 1997 at 11:00, at the said premises, to the highest bidder:

Erf 978, Velddrif, in the Municipality of Velddrif, Division of Piketberg, Province of Western Cape, in extent 358 (three hundred and fifty-eight) square metres, held by the Mortgagor by Deed of Transfer T88104/1995.

1. The undermentioned dwelling without warranting the correctness thereof, comprises lounge, kitchen, three bedrooms, bathroom/shower/toilet and garage.

2. **Payment:** Ten per centum (10%) of the purchase price must be paid in cash or by bank-guaranteed cheque at the time of the sale and the balance [plus interest at the current rate of 19% (nineteen 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 or building society guarantee to be delivered within 14 days of the sale.

3. **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.

C. F. Geel, for Heunis & Heunis, Attorneys for Judgment Creditor, 10 Huising Street, Somerset West. (Ref. CFG/FS/166g.)

Case No. 236/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GERMISTON HELD AT GERMISTON

In the matter between **THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and D. SCHOOLING, Defendant**

Be pleased to take notice that a sale in execution in the above matter will take place on 7 May 1997 at 13:00, at the offices of the Sheriff of the Court, Simonstown, of the following:

Certain Erf 3356, Simonstown, Registration Division IR, Cape Province, also known as 20 Duiker Place, Glen Marine, measuring 710 (seven hundred and ten) square metres.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed.

*Improvements:* Vacant plot.

*Zoning:* Residential area.

*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 Plaintiff from date of sale to date of payment.

2. The purchaser shall be obliged to pay a deposit of ten per centum (10%) of the price or R400 (four hundred rand), whichever is the greater, immediately after the sale and the balance of the price and interest shall, within fourteen (14) days of the date of sale, be paid or be secured by unconditional or approved bank and/or building society guarantee payable to the Sheriff of the Court/or such other person 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 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 sale may be inspected at the offices of the Sheriff of the Court, Simonstown.

Dated at Alberton on this 3rd day of March 1997.

Blakes Maphanga Alberton, Plaintiff's Attorneys, Second Floor, Stats Building, 2 Fore Street, New Redruth (P.O. Box 2236), Alberton. (Docex 8.) (Tel. 907-1522.) [Ref. Mr Meyer/DH/A0010/6(B).]

Saak No. 2651/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK SOMERSET-WES GEHOU TE STRAND

In die saak tussen **ROELCOR VLEIS (EDMS.) BPK., Eiser, en ISAAC DAVID PORTER, Verweerder**

Ingevolge 'n vonnis gegee deur die Landdroshof, Somerset-Wes op 8 November 1995, en 'n lasbrief vir uitvoering uitgereik op 8 November 1995, sal die eiendom bekend as Erf 1523, gedeelte van Erf 941, Macassar, geleë in die Helderberg munisipaliteit, afdeling Stellenbosch, groot 320 (driehonderd en twintig) vierkante meter, in eksekusie verkoop word op 22 April 1997 om 15:00, te bogenoemde adres op die terme en voorwaardes wat onmiddellik voor die verkoping uitgelees sal word en wat intussen by die kantoor van die Balju van die Landdroshof, Somerset-Wes en by die kantore van die ondergetekende nagegaan mag word. Die wesenlike terme en voorwaardes van die verkoping is as volg:

1. Die koper sal 10% (tien persent) van die koopprijs onmiddellik na die verkoping betaal en sal 'n bank- of bougenootskapwaarborg wat deur die Eiser se prokureurs aanvaarbaar is, verskaf vir die uitstaande koopprijs en rente daarop binne 14 (veertien) dae na die datum van verkoping.

2. Benewens die koopprijs sal die koper alle koste van die Raad ten opsigte van agterstallige eiendomsbelasting en boetes sowel as invorderingskommissie, indien enige, tesame met rente aan die Eiser op die kapitale bedrag bereken teen 20% (twintig persent) per jaar vanaf datum van verkoop tot datum van registrasie van oordrag, beide datums ingesluit, betaal.

3. Die verkoop is onderhewig aan die terme en voorwaardes van die Wet op Landdroshowe en die reëls daarkragtens uitgevaardig.

4. Dit word beweer dat die volgende verbeteringe op die eiendom is, maar niks word in hierdie opsig gewaarborg nie.

Woonhuis bestaande uit drie slaapkamers, kombuis, sitkamer en twee badkamers.

Gedateer te Strand hierdie 17de dag van Februarie 1997.

M. G. Lourens, vir Malan Lourens Ing., Derde Verdieping, Permgebou, Picklestraat, Strand, 7140.

Saak No. 132071/96

IN DIE LANDDROSHOF VIR DIE DISTRIK PORT ELIZABETH GEHOU TE TODDKAMERS, TODDSTRAAT,  
PORT ELIZABETH

In die saak tussen ABSA BANK BEPERK, Eiser, en ARTHUR ELROY CARRELS, Eerste Verweerder, en  
EDITH ELLEN CARRELS, Tweede Verweerder

Ter uitvoering van 'n vonnis van die bogemelde Agbare Hof, gedateer 20 Januarie 1997, sal die hiernabeskrewe vaste eiendom in eksekusie verkoop word op 25 April 1997 om 14:15, by die Nuwe Geregshowe, Noordeinde, Port Elizabeth, aan die hoogste bieder, onderhewig aan die volgende voorwaardes en sodanige verdere voorwaardes as wat deur die Afslaer/Balju by die veiling uitgelees sal word:

Erf 2030, Gelvandale in die munisipaliteit en afdeling Port Elizabeth, groot 545 vierkante meter, ook bekend as Beetlestoneweg 8, Gelvanpark, Port Elizabeth, gehou kragtens Transprotakte T23357/1966.

Die volgende inligting word verstrek, maar niks word gewaarborg nie: Die eiendom is verbeter deur die oprigting van 'n woonhuis bestaande uit ingangsportaal, sitkamer, kombuis, drie slaapkamers, badkamer, gesinskamer, eetkamer en motorhuis.

Die eiendom kan geïnspekteer word in oorleg met die Balju van die Landdroshof, Port Elizabeth-Wes (Tel. 54-2734.)

**Betaalvoorwaardes:** Tien persent (10%) van die koopprys moet onmiddellik na die veiling tesame met die Afslers- 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 Balju van die Landdroshof, Port Elizabeth-Wes. (Tel. 54-2734.)

Gedateer hierdie 19de dag van Maart 1997.

Greyvensteins Ingelyf, St George Huis, Parkrylaan 104, Port Elizabeth. (Verw. H. le Roux/sh/Z05206.)

Saak No. 1268/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BELLVILLE GEHOU TE BELLVILLE

In die saak tussen NBS BANK BEPERK, Eiser, en F. PRINCE, Verweerder

Ingevolge 'n vonnis van die Landdroshof te Bellville, gedateer 15 Maart 1996 en 'n lasbrief tot beslaglegging van onroerende eiendom word die eiendom hieronder beskryf, by die perseel te Gardinerstraat 16, Parow, per publieke veiling te koop aangebied op 29 April 1997 om 09:00:

Erf 7534, Parow, afdeling Kaap, groot 495 vierkante meter, ook bekend as Gardinerstraat 16, Parow, gehou kragtens Transportakte T76026/95.

**Voorwaardes:**

1. Die eiendom sal deur die afslaer en/of Balju, Landdroshof van Bellville verkoop word aan die hoogste bieder, onderhewig aan die hiernavermelde voorwaardes.

2. Indien die afslaer 'n fout by die verkoping maak, is so 'n fout nie op enige van die partye bindend nie, maar kan dit reggestel word. By die weiering van 'n bod, kan die eiendom onmiddellik vir verkoping aangebied word.

3 (a) Die koper moet 'n deposito van 10% (tien 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 bouvereniging wat deur die Eiser se Prokureurs goedgekeur is, die waarborg aan die Balju en/of afslaer binne 7 (sewe) dae na die datum van verkoping verstrek word.

3 (b) Indien die transport van die eiendom nie binne een maand na die verkoping geregistreer is nie, sal die koper aanspreeklik wees vir betaling van rente teen 18,25% (agtien komma twee vyf persent) per jaar op die balans van die koopprys, vanaf die verloop van een maand na die verkoping tot datum van transport.

4. Die koper moet afslaersgelde op die dag van die verkoping betaal, asook hereregte, transportkoste en agterstallige belastinge en ander uitgawes wat nodig is om transport te laat geskied op versoek van die Prokureur van die vonnisskuldeiser asook Belasting op Toegevoegde Waarde (BTW).

En verder onderworpe aan die veilingsvoorwaardes wat uitgelees sal word ten tye van die veiling, en wat ter insae sal lê by die kantoor van die Balju Landdroshof, Bellville, en by die kantoor van die ondergemelde Bill Tolken Hendrikse Ingelyf, Prokureurs vir Eiser, Sarel Cilliersstraat 1, Bellville.

Bill Tolken Hendrikse Ingelyf, Posbus 687, Sanlamhof, 7532.

Case No. 1602/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF GEORGE HELD AT GEORGE

**In the matter between FIDELITY BANK, Judgment Creditor, and F. R. DAVIS, and R. M. DAVIS, Judgment Debtors**

Pursuant to a judgment in the Magistrate's Court for the District of George and a writ in execution dated 24 October 1996, the following property will be sold in execution on Friday, 10 April 1997 at 10:00, on site:

Erf 646, Pacaltsdorp, situated at 5 Entelope Street, Pacaltsdorp, in extent 1128 square metres, held by Deed of Transfer T74108/91.

**Improvements:** Lounge, four bedrooms, two bathrooms, two showers, two kitchens, laundry, two flats consists each of kitchen, two bedrooms and bathroom.

**Conditions of sale:**

1. The sale will be governed by the Magistrates' Courts Act 32/1944 and rules. The property will be sold voetstoots and subject to the conditions of the existing title deed. The property will be sold to the highest bidder subject to the stipulations of Section 66 of the above-mentioned Act.

2. The purchase price is to be paid as follows:

2.1 10% (ten per cent) thereof immediately after signing of conditions of sale;

2.2 the balance of purchase price together with interest at a rate of 15,5% (fifteen comma five per cent) calculated from the date of sale to the date of registration in the name of the purchaser. The purchaser is to supply an acceptable bank or building society guarantee for the balance of the purchase price within 14 (fourteen) days after the sale.

3. The purchaser is liable to pay auctioneer's commission, transfer duties, conveyancing fees as well as rates for the current year as well as arrears rates if applicable.

4. The purchaser shall pay value added tax on the purchase price unless the Judgment Debtors supplies the Sheriff with a written notice to the effect that the sale would not have been a taxable delivery of goods had he sold the property out of hand.

5. The complete conditions of sale may be inspected at the office of the Sheriff for the Magistrate's Court, George, 35A Wellington Street, George, Messrs Van Rensburgs Auction, 60A Courtenay Street, George, as well as the offices of the Judgment Creditors attorneys, Messrs Biermann & Co, 58 York Street, George.

Dated at George this 20th day of February 1997.

C. F. J. Biermann, for Biermann & Co., 7A Langenhoven Street, George, 6530. [Tel. (0441) 74-2284.]

Saak No. 1936/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK BREDASDORP GEHOU TE BREDASDORP

**In die saak tussen BOLAND BANK BEPERK, Eiser, en BRUCE PRINGLE, Verweerder**

Ter uitvoering van 'n vonnis van bogemelde Landdroshof gedateer 24 Januarie 1997, in bogemelde aangeleentheid sal die eiendom, bekend as Erf 1793, Hoffmanstraat, Pearly Beach, Gansbaai, per publieke veiling aan die hoogste bieder verkoop word by Bredasdorp Landdroshof, op 24 April 1997 om 11:00, onderworpe aan die voorwaardes wat ter insae lê by die kantoor van die geregsbode te Bredasdorp, 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) eentiende 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 vir die betaling van alle transportkoste, hereregte, agterstallige belastinge 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 1793, Pearly Beach, in die munisipaliteit Gansbaai, afdeling Caledon, groot 921 (negehoenderd een-en-twintig) vierkante meter, gehou deur die Verweerder kragtens Transportakte T82499/94 en onderhewig aan die spesiale voorwaardes daarin vervat.

Die volgende inligting word verstrek, maar nie gewaarborg nie: Nie beskikbaar nie.

'n Verband is beskikbaar aan 'n goedgekeurde koper.

Geteken te Stellenbosch op hierdie 27ste dag van Februarie 1997.

Cluver Markotter vir G. J. Erasmus, S A Permanentegebou, Pleinstraat 4, Bredasdorp, 7600. (Verw: GJE/wp/M12265.)

Case No. 4996/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT KUILS RIVER HELD AT KUILS RIVER

**In the matter between ABSA BANK LIMITED, Judgment Creditor, and FARLEY JOHN SAMUELS, First Judgment Debtor, and RUTH BARBARA SAMUELS, Second Judgment Debtor**

The following property will be sold in execution at the Court House, on Tuesday, 29 April 1997 at 14:00, to the highest bidder:

Erf 1663, Scottsdene, situated in the area of the Transitional Metropolitan Substructure of Scottsdene, Division Stellenbosch, Western Cape Province, in extent 273 square metres, held by Deed of Transfer T20132/1994, situated at 27 Burbank Drive, Bernadino Heights, Kraaifontein, Cape.

1. The following improvements are reported but not guaranteed: Brick wall building double-storey building under a tiled roof, consisting three bedrooms, lounge, kitchen, bathroom, toilet and garage.

2. **Payments:** 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 the 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. Mohammed & Associates, Attorneys for Judgment Creditor, corner of Klipfontein & Belgravia Roads, Athlone. (Ref: Coll/ML/sg18/58485/96.)

Case No. 2897/96

IN THE HIGH COURT OF SOUTH AFRICA  
(Southern Eastern Cape Local Division)

**In the matter between FIDELITY BANK LIMITED (Incorporating EASTERN PROVINCE BUILDING SOCIETY), Plaintiff, and SIBABALWE SUMMERS MPENGU, Defendant**

In pursuance of a judgment of the above Honourable Court dated 10 January 1997, and an attachment in execution dated 24 January 1997, the following property will be sold in the foyer, AA Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 18 April 1997 at 15:00:

Erf 622, kwaMagxaki situated in the kwaMagxaki/kwaDwesi Development Area, Administrative District of Uitenhage in extent 286 square metres, situated at 41 Nohashe Street, kwaMagxaki, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof comprising a lounge/dining-room, kitchen, three bedrooms and bathroom.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Deputy Sheriff, AA Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 94 Main Street, Port Elizabeth, telephone 55-1300.

**Terms:** 10% (ten per centum) and Deputy Sheriff's charges of 5% (five per centum) 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 centum) up to a maximum fee of R7 000 subject to a minimum of R260, on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Deputy Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth on this 26th day of February 1997.

Loon & Connellan, Plaintiff's Attorneys, 4 Cape Road, Central, Port Elizabeth. (Ref: AB/lc/F125.)

Saak No. 297/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK BONNIEVALE GEHOU TE BONNIEVALE

**In die saak tussen ABSA BANK BEPERK, handeldrywende as ALLIED BANK, Eisier, en ANDRIES FREDERICK DE LANGE, Eerste Verweerder, en MAGRIETHA JOHANNA DE LANGE, Tweede Verweerder**

In die gemelde saak sal 'n veiling gehou word op 29 April 1997 om 11:00, te Kerkstraat 22, Bonnievale:

Erf 603, Bonnievale, geleë in die gebied van die Metropolitaanse Oorgangsubstruktuur, Bonnievale, afdeling Swellendam, provinsie Wes-Kaap, groot 885 (agthonderd vyf-en-tagtig) vierkante meter, gehou deur die Verweerders kragtens Transportakte T80086/93.

**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 ( $\frac{1}{10}$ ) 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 met spens, 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, Bonnievale, en in die kantoor van die ondergetekende.

Gedateer te Kaapstad op hierdie 14de dag van Maart 1997.

Marais Müller, Prokureur vir Eiser, 19de Verdieping, Cartwright's Cornergebou, Adderleystraat, Kaapstad. (Verw. T. R. de Wet/ms/Z00639.)

Case No. 52/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Judgment Creditor, and  
RAYMOND EDWARD KOLBE, First Judgment Debtor, and DAPHNE ELFREDA KOLBE, Second Judgment Debtor**

In pursuance of a judgment granted on 11 February 1997, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 21 April 1997 at 14:00, at Kuils River Court-house:

Erf 4056, Blue Downs, in the local area of Kuils River 1, Stellenbosch Division, in extent 408 (four hundred and eight) square metres.

*Postal address:* 18 Speyer Street, Silversands.

*Improvements (not guaranteed):* Dwelling: Three bedrooms, lounge, toilet, bathroom and garage.

Held by Deed of Transfer 26939/89.

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 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 day of March 1997.

Saaiman, W. J. M., 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.]

IN DIE LANDDROSHOF VIR DIE DISTRIK PRIESKA GEHOU TE PRIESKA

**In die saak tussen STADSRAAD VAN DIE MUNISIPALITEIT VAN PRIESKA, Eiser, en J. C. SAAIMAN, Verweerder**

Ten uitvoering van 'n vonnis en 'n lasbrief van eksekusie uitgereik in bogemelde Hof op 8 Julie 1996, sal die onderstaande eiendom geregteelik verkoop word te die Landdroshof, Stewartstraat, Prieska, op 25 April 1997 om 10:00, of so spoedig moontlik daarna, naamlik:

Erf 1229, gedeelte van Erf 1, Prieska, geleë in die munisipaliteit en administratiewe distrik van Prieska, provinsie Noord-Kaap, groot 927 (nege twee sewe) vierkante meter, onderworpe aan die voorwaardes gemeld in die Titelakte van voormelde eiendom kragtens Akte van Transport T26884/90.

Die eiendom sal sonder reserwe en onderworpe aan die terme en voorwaardes van die Landdroshofwet en reëls aan die hoogste bieder verkoop word.

*Terme:* Die koper sal 10% (tien persent) van die koopsom onmiddellik na die veiling in kontant betaal aan die Balju terwyl die balans verseker moet word deur 'n bank- of bouverenigingswaarborg binne veertien dae na afloop van die veiling.

Die eiendom is onverbeter en geskied die verkoping voetstoots.

Die voorwaardes van verkoping sal gedurende kantoorure by die Balju van die Landdroshof, Prieska, ter insae lê.

Geteken te Douglas op hede die 25ste dag van Maart 1997.

J. V. Z. de Villiers, vir De Villiers Bredenkamp & Kie, Charl Cilliersstraat (Posbus 9), Douglas.

Case No. 3146/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SOMERSET WEST HELD AT SOMERSET WEST

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and FRANS WILLIAM KWANTENI, First Defendant, and JOHANNA KWANTENI, Second Defendant**

In pursuance of a judgment in the Magistrate's Court for the District of Stellenbosch and warrant of execution dated 27 August 1996, the following property will be sold in execution at the Magistrate's Court, Caledon Street, Somerset West, on 22 April 1997 at 10:00, to the highest bidder:

Erf 2965, a portion of Erf 2946, Macassar, situated in the local area of Macassar, Administrative District of Stellenbosch, Province of the Western Cape, measuring 293 (two hundred and ninety-three) square metres, held by Deed of Transfer T49169/87, also known as 78 Link Street, Macassar, Province of the Western Cape.

*Conditions of sale:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, the rules made thereunder and of the title deeds of the property and the property shall, subject to the foregoing, be sold to the highest bidder.

2. The following improvements on the property are reported but nothing is guaranteed: Three bedrooms, kitchen, lounge and bathroom/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 20% (twenty 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 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 Magistrate's Court immediately prior to the sale may be inspected at his office.

Cluver Markotter Incorporating Meintjes & Champion, Attorneys for Plaintiff, Fourth Floor, Oude Bloemhof Building, Plein Street, Stellenbosch.

Case No. 2611/95

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 ROLAND SINCLAIR LUCAS, First Execution Debtor, and LILIAN LUCAS, 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 Monday, 5 May 1997 at 09:00, in front of the Kuils River Magistrate's Court-house:

Erf 6293, Blue Downs, situated in the local area of Blue Downs, Division of Stellenbosch, situated at 12 Barbett Way, Electric City Blue Downs, measuring three hundred and sixty (360) square metres.

*Description:* Three bedrooms, lounge, kitchen, bathroom and toilet.

Held by Title Deed T97520/93 dated 17 December 1993.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, the property being sold voetstoots and as it stands and subject to the conditions of the existing title deed. The highest bidder shall be the purchaser, subject to the provisions of section 66 of the above Act.

2. One-tenth ( $\frac{1}{10}$ ) of the purchase price shall be paid in cash or by means of a 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. 948-9326.)

Dated at Cape Town on this 3rd day of March 1997.

Arthur E. Abrahams & Gross Inc., 16th Floor, 2 Long Street, Cape Town, 8001. (Tel. 418-2020.) (Ref. BDS/BBG/Z34170.)

Case No. 77974/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,  
TODD STREET, PORT ELIZABETH

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and HENRY PATRICK ERNEST COETZEE, First Defendant, and NELLIE MATHILDA COETZEE, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 10 September 1996 the property listed hereunder will be sold in execution on Friday, 18 April 1997 at 14:15 at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 913, Bloemendal, in the Municipality and Division of Port Elizabeth, measuring 268 square metres, situated at 13 Crystal Crescent, Booyens Park, Port Elizabeth.

*Conditions of sale:* The purchase price shall be payable as a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this 5th day of March 1997.

Brown Braude & Vlok Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. Mr D. C. Baldie/ah.)

Case No. 36965/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT  
TODD CHAMBERS, TODD STREET, PORT ELIZABETH

**In the matter between ABSA BANK LIMITED (ALLIED BANK DIVISION), Plaintiff, and  
BERNARD CONLEY, Defendant**

In pursuance of a judgment in the Court of the Magistrate of the District of Port Elizabeth dated 7 February 1995, the property listed hereunder will be sold in execution on Friday, 18 April 1997 at 14:15, at the front entrance to the New Law Courts, Main Street, North End, Port Elizabeth:

Erf 10261, Bethelsdorp, in the Municipality and Administrative District of Port Elizabeth, measuring 272 square metres, situated at 32 Bakkiesblom Street, Arcadia, Port Elizabeth.

*Conditions of sale:* The purchase price shall be payable as a deposit in cash of 10% (ten per cent) and the balance against transfer. The full conditions of sale will be read immediately prior to the sale and may be inspected at the office of the Sheriff, Magistrate's Court, Port Elizabeth. A substantial bank loan can be arranged for an approved purchaser.

Dated at Port Elizabeth on this 5th day of March 1997.

Brown Braude & Vlok Inc., Plaintiff's Attorneys, Hancocks House, 317 Cape Road, Newton Park, Port Elizabeth. (Ref. Mr D. C. Baldie/ah.)

Case No. 818/95

IN THE HIGH COURT OF SOUTH AFRICA  
(South Eastern Cape Local Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and LUNGILE MIDNIGHT BANGELA, First Defendant, and LINDIWE BANGELA, Second Defendant**

In pursuance of a judgment of the above Honourable Court dated 11 May 1995 and an attachment in execution dated 29 May 1995, the following property will be sold in the foyer, A. A. Mutual Building, 15 Rink Street, Port Elizabeth, by public auction on Friday, 18 April 1997 at 15:00:

Erf 10329, Motherwell, situated in the area of the Town Council of Motherwell, Administrative District of Uitenhage, in extent 262 square metres, situated at 40 Qutsa Street, Motherwell NU4B, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a detached brick dwelling under a tiled roof comprising lounge, kitchen, two bedrooms and bathroom.

A substantial building society bond can be arranged for an approved purchaser.

The conditions of sale will be read prior to the sale and may be inspected at the office of the Sheriff, A. A. Mutual Building, 15 Rink Street, Port Elizabeth, or at Plaintiff's attorneys.

Further details can be obtained from the offices of Plaintiff at 1 Pickering Street, Newton Park, Port Elizabeth, Telephone 391-2611.

**Terms:** 10% (ten per centum) and Deputy Sheriff's charges of 5% (five per cent) on the proceeds of the sale which shall be paid by the purchaser up to a price of R30 000 and thereafter 3% (three per cent) up to a maximum fee of R7 000, subject to a minimum of R260 on the date of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved of by Plaintiff's attorneys, to be furnished to the Deputy Sheriff within twenty-one (21) days from the date of the sale.

Dated at Port Elizabeth on this 26th day of February 1997.

Loon & Connellan Inc., Plaintiff's Attorneys, 4 Cape Road, Port Elizabeth. (Ref. AB/am/190.)

**Saak No. 3075/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK KNYSNA GEHOU TE KNYSNA**

**In die saak tussen NEDCOR BANK BEPERK, voorheen NEDPERM BANK BEPERK, Eksekusieskuldeiser, en  
JOHN JAMES DONOVAN, Eksekusieskuldenaar**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik Knysna, en 'n lasbrief vir eksekusie gedateer 6 November 1996, sal die volgende eiendom in eksekusie verkoop word op Dinsdag, 22 April 1997 om 10:00, te die Landdroskantore, Hoofstraat, Knysna, naamlik:

Erf 74, Sedgefield, in die munisipaliteit Sedgefield, afdeling Knysna, ook bekend as Uilstraat 32, Sedgefield, groot 772 vierkante meter, gehou kragtens Transportakte T40204/93.

**Verbeterings:** Leë erf.

**Verkoopvoorwaardes:**

1. Die verkoping is onderhewig aan die bepalinge van die Wet op Landdroshowe, No. 32 van 1944, en die reëls daaronder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalinge van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddellik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken teen die huidige rentekoers van 19,25% (negentien komma twee vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bouvereniging waarborg wat gelewer moet word binne 14 dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastinge en heffings vir die huidige jaar en afslaerskommissie betaal.

4. Belasting op toegevoegde waarde op die koopprijs, tensy die vonnisskuldenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof Knysna, Markstraat, Knysna, sowel as by die kantore van mnre. Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George op hierdie 4de dag van Maart 1997.

R. Engelbrecht, vir Raubenheimers Ingelyf, Cathedralstraat 60 (Posbus 21), George, 6530. [Tel. (0441) 73-2043.]

**Case No. 132713/96**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT ELIZABETH HELD AT TODD CHAMBERS,  
TODD STREET, PORT ELIZABETH**

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
FIKILE SIMON MASOKA, Defendant**

In pursuance of a judgment of the above Honourable Court dated 13 January 1997, and an attachment, the following property will be sold at the front entrance, New Law Courts, North End, Port Elizabeth, by public auction, on Friday, 25 April 1997 at 14:15, to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 709, Kwadwesi, situated in the Kwamagxaki/Kwadwesi Development Area, Administrative District of Port Elizabeth, Eastern Cape Province, in extent 318 (three hundred and eighteen) square metres, situated at 37 Mokane Street, Kwadwesi, Port Elizabeth.

While nothing is guaranteed, it is understood that on the property is a single storey brick dwelling under an asbestos roof, consisting of a lounge, kitchen, three bedrooms, bathroom and toilet.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court North, Danellyn Building, 12 Theale Street, North End, Port Elizabeth.

**Terms:** 10% (ten per centum) on date of sale, the balance including VAT, if applicable, against transfer to be secured by a guarantee approved by Plaintiff's attorneys to be furnished within 21 (twenty-one) days of sale.

**Sheriff's charges:** 5% (five per centum) on the first R30 000 (thirty thousand rand) and thereafter 3% (three per centum) to a maximum of R7 000 (seven thousand rand) with a minimum of R260 (two hundred and sixty rand), plus VAT, are also payable on date of sale.

Dated at Port Elizabeth on this 7th day of March 1997.

Selwyn Solomon & Company, Plaintiff's Attorneys, Second Floor, First National Bank Building, 582/6 Main Street, North End, Port Elizabeth.

**Saak No. 3021/95**

**IN DIE LANDDROSHOF VIR DIE DISTRIK GEORGE GEHOU TE GEORGE**

**In die saak tussen EERSTE NASIONALE BANK VAN S.A., Eksekusieskuldeiser, en  
JACOBUS PAULUS REYNEKE, Eksekusieskuldenaar**

Ter uitvoering van 'n vonnis van die Landdroshof vir die distrik George, en 'n lasbrief vir eksekusie gedateer 10 Junie 1996, sal die volgende eiendom in eksekusie verkoop word op Maandag, 21 April 1997 om 10:00, te die gegewe perseel naamlik Cradockstraat 59, George, naamlik:

Restant Erf 2313, George, munisipaliteit en afdeling George, ook bekend as Cradockstraat 59, George, groot 1 268 (een-duisend tweehonderd agt-en-sestig) vierkante meter, gehou kragtens Transportakte T50362/90.

**Verbeterings:** Drie slaapkamers, kombuis, eetkamer, sitkamer en twee badkamers.

**Verkoopvoorwaardes:**

1. Die verkoping is onderhewig aan die bepalings van die Landdroshowewet (Wet No. 32 van 1944), en die reëls daar- onder geproklameer. Die eiendom word voetstoots verkoop en onderhewig aan die voorwaardes van die bestaande transportakte. Die hoogste bieder sal die koper wees, onderhewig aan die bepalings van artikel 66 van die bogemelde Wet.

2. 10% (tien persent) van die koopprijs is betaalbaar in kontant by ondertekening van die verkoopvoorwaardes onmiddel- lik nadat die eiendom as verkoop verklaar is en die saldo van die koopprijs, tesame met rente daarop bereken teen die huidige rentekoers van 16,75% (sestien komma sewe vyf persent) vanaf datum van vonnis tot datum van registrasie, teen registrasie van transport in naam van die koper. Voormelde bedrae moet verseker wees deur 'n aanvaarbare bank- of bou- verenigingwaarborg wat gelewer moet word binne 14 (veertien) dae vanaf datum van die veiling.

3. Die koper sal alle hereregte, oordragkoste, agterstallige grondbelasting en heffings, asook grondbelastingen en heffings vir die huidige jaar en afslaskommissie betaal.

4. Belasting op toegevoegde waarde op die koopprijs, tensy die Vonnisskuldenaar voor die veiling die afslaer en die Balju voorsien het van 'n skriftelike verklaring dat die verkoping van die eiendom nie 'n belasbare lewering van goed sou wees indien dit deur die Vonnisskuldenaar verkoop sou word nie en wat volledig die redes uiteensit waarom die verkoping van die eiendom deur die Vonnisskuldenaar nie 'n belasbare lewering van goed sou wees nie.

5. Die volle voorwaardes van verkoping lê ter insae by die kantoor van die Balju vir die Landdroshof, George, Wellingtonstraat, George, sowel as by die kantore van die mnre. Raubenheimers Ingelyf, Cathedralstraat 60, George.

Gedateer te George op hierdie 4de dag van Maart 1997.

Raubenheimers Ingelyf, Cathedralstraat 60, Posbus 21, George, 6530. [Tel. (0441) 73-2043.] (Verw. R. Engelbrecht/ W00368.)

**Case No. 12490/96**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAPE TOWN HELD AT CAPE TOWN**

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LTD, Plaintiff, and ISMAIL NOORDIEN, Defendant**

The following property will be sold in execution, voetstoots and without reserve, to the highest bidder, at the site of the property on 24 April 1997 at 14:00:

Erf 106073, Cape Town, at Maitland, Municipality of Cape Town, Cape Division, in extent 488 (four hundred and eighty-eight) square metres, also known as 83 Bunney Street, Kensington, Cape.

**Conditions:**

1. The following information is furnished, but not guaranteed: Brick dwelling with five bedrooms, kitchen, lounge and bath- room/toilet.

2. *Payment:* 10% (ten per centum) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, 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 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. *Conditions:* The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 6th day of March 1997.

Balsillies Inc., Attorneys for Execution Creditor, 16th Floor, Reserve Bank Building, 50 Hout Street, Cape Town.

Case No. 3257/96

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  
WOLFGANG BUCHHORN, Defendant**

In the above matter a sale will be held on Thursday, 24 April 1997 at 09:00, at the site of 5 Bellcanto Road, Welgemoed, Bellville, being Erf 21638, Bellville, in the Municipality of Bellville, Cape Division, measuring 359 square metres.

*Conditions of sale:*

1. The sale is subject to the terms and conditions of the Magistrate's Court 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 ( $\frac{1}{10}$ ) of the purchase price shall be paid immediately after the property is declared to be sold and the balance of the purchase price together with interest thereon at the 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 three bedrooms, two bathrooms, lounge, dining-room, kitchen and double garage.

4. The complete conditions of sale will be read out at the time of the sale and may be inspected prior thereto at the offices of the Sheriff at Bellville and at the offices of the undersigned.

Minde Schapiro & Smith, Attorneys for Plaintiff, Park Building, 49 Durban Road, Bellville. (Tel. 948-4761.) (Ref. A. Pepler/lr.)

Case No. 18799/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Judgment Creditor, and  
SHAHEEMA ABRAHAMS, Judgment Debtor**

In pursuance of a judgment granted on 14 November 1996 in the Mitchells Plain Magistrate's Court, the following property will be sold to the highest bidder on 22 April 1997 at 10:00 at Mitchells Plain Court:

*Description:* Erf 38024, Mitchells Plain, in the Municipality of Cape Town, Cape Division, in extent two hundred and fifty (250) square metres. *Postal address:* 29 Russel Harvey Street, Woodlands.

*Improvements:* Dwelling consisting three bedrooms, lounge, kitchen and bathroom/toilet (not guaranteed), held by Deed of Transfer 83467/94.

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:* 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 on this 4th day of March 1997.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, De Tyger Building, c/o McIntyre and Hannes Louw Drive (P.O. Box 713), Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z00755/WS/Mrs Wolmarans.)

Case No. 13454/96

## 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 ANDRE JOHN VAN DE BERG, First Judgment Debtor, and GINA BRIGITTA VAN DE BERG, Second Judgment Debtor.**

In pursuance of a judgment granted on 6 January 1997, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 24 April 1997 at 14:00 at Kuils River Court-house:

*Description:* Erf 363, Kraaifontein, situated in the area of the Transitional Metropolitan Substructure of Kraaifontein, Paarl Division, in extent four hundred and ninety-five (495) square metres. *Postal address:* 32 Balfour Street, Windsor Park.

*Improvements:* Dwelling consisting of two bedrooms, bathroom/toilet, lounge and kitchen (not guaranteed), held by Deed of Transfer 88429/95.

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 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 on this 4th day of March 1997.

W. J. M. Saaiman, for Van Niekerk Groenewoud & Van Zyl, Plaintiff's Attorneys, De Tyger Building, c/o McIntyre and Hannes Louw Drive (P.O. Box 713), Parow, 7500. [Tel. (021) 92-6017.] (Ref. A0452/11/WS/Mrs Wolmarans.)

Case No. 13926/96

## 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 MARTHA MAGDALENA CROWIE, 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 5 May 1997 at 11:00, at 10 Feyenord Street, Blackheath:

*Description:* Erf 2221, Gaylee, in the Local Area of Blue Downs, Stellenbosch Division, in extent two hundred and thirty (230) square metres.

*Postal address:* 10 Feyenord Street, Blackheath.

*Improvements:* Dwelling: Lounge, kitchen, three bedrooms and bathroom/toilet (not guaranteed), held by Deed of Transfer 69072/94.

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:* 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 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 3rd 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. KUI.)

Case No. 9203/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF KUILS RIVER HELD AT KUILS RIVER

**In the matter between ABSA BANK LIMITED, trading as TRUST BANK, Judgment Creditor, and DIRK JOUBERT, First Judgment Debtor, and ANSJA MADALEIN JOUBERT, 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 5 May 1997 at 10:00, at 29 Harose Flats, Van Riebeeck Street, Kuils River:

*Description:* Unit 29, Harose Building, in the Municipality of Kuils River, Cape Division, in extent sixty-eight (68) square metres.

*Postal address:* 29 Harose Flats, Van Riebeeck Street, Kuils River.

*Improvements:* Dwelling: Two bedrooms, kitchen, lounge, bathroom and toilet (not guaranteed), held by Deed of Transfer 5908/92.

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 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 31st 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 Drives (P.O. Box 713), Parow, 7500. [Tel. (021) 92-6017.] (Ref. Z00685/WS/Mrs Wolmarans.)

Case No. 26958/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

In the matter between **ABSA BANK LIMITED**, trading as **TRUST BANK**, Judgment Creditor, and **KEITH WILLIAM ATSON**, First Judgment Debtor, and **MARLENE ANN ATSON**, Second Judgment Debtor

In pursuance of a judgment granted on 20 September 1996, in the Bellville Magistrate's Court, the following property will be sold to the highest bidder on 2 May 1997 at 12:00, at 10 Visagie Street, Parow Valley:

*Description:* Erf 10196, Parow, Transitional Metropolitan Substructure of Parow, Cape Division, in extent four hundred and ninety-five (495) square metres.

*Postal address:* 10 Visagie Street, Parow Valley.

*Improvements:* Dwelling: Three bedrooms, kitchen, dining-room, lounge and toilet (not guaranteed), held by Deed of Transfer 14759/95.

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 4th 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. WS/Mrs Wolmarans.)

Case No. 21099/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**ABSA BANK LIMITED**, trading as **UNITED BANK**, *versus* **JAMES HAXTON HUMAN**, and **BRENDA SELIENA HUMAN**

The following property will be sold in execution by public auction held at Mitchells Plain Magistrate's Court, to the highest bidder on 24 April 1997 at 10:00:

Erf 32595, Mitchells Plain, in extent 144 (one hundred and forty-four) square metres, held by Deed of Transfer T71477/93, situated at 40 Rolbal Crescent, Beacon Valley.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, three bedrooms, kitchen and bathroom/toilet.

3. *Payment:* 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 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 on this 23rd day of February 1997.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town. (Tel. 419-6469.)

Case No. 40469/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, Plaintiff, and Mr UNUS MATTHEWS, Defendant**

The following property will be sold in execution by public auction held at 35 Tanner Avenue, Crawford, to the highest bidder on Thursday, 24 April 1997 at 14:00:

Erf 38244, Cape Town, at Athlone, in the area of the City of Cape Town, Cape Division, Western Cape Province, in extent 496 square metres, held by Deed of Transfer T60933/96, situated at 35 Tanner Avenue, Crawford.

*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 at 7-9 Electric Road, Wynberg.

2. The following information is furnished but not guaranteed: A single dwelling built of brick walls under a tiled roof, comprising four bedrooms, lounge, kitchen, bathroom, toilet, separate 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 19,25% (nineteen comma two five per centum) per annum, calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 5th day of March 1997.

Buchanan Boyes Attorneys, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town.

Case No. 45670/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WYNBERG HELD AT WYNBERG

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Plaintiff, and Mrs B. SWARTZ, Defendant**

The following property will be sold in execution by public auction held at 10A Fifth Street, Heideveld, Athlone, to the highest bidder on 21 April 1997 at 12:00:

Erf 155236, Cape Town at Heideveld, in the City of Cape Town, Cape Division, Province of the Western Cape, in extent 180 square metres, held by Berenice Swartz and Vernon Harold Swartz, situated at 10A Fifth Street, Heideveld, Athlone.

*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.

2. The following information is furnished but not guaranteed: Single dwelling, brick walls, consisting of three bedrooms, kitchen, lounge and toilet/bathroom.

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 10% (ten per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 11th day of February 1997.

Buchanan Boyes Attorneys, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, 8 Riebeeck Street, Cape Town.

Case No. 21089/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MITCHELLS PLAIN HELD AT MITCHELLS PLAIN

**In the matter between ABSA BANK LIMITED trading as UNITED BANK versus GAMAT YOUSUF ISMAIL**

The following property will be sold in execution by public auction held at Mitchells Plain Magistrate's Court, to the highest bidder on 24 April 1997 at 10:00:

Erf 16567, Mitchells Plain, in extent 109 (one hundred and nine) square metres, held by Deed of Transfer T51987/94, situated at 78 Burgundy Crescent, Westridge.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, dining-room, three bedrooms, kitchen, bathroom, separate toilet, and carport.

3. *Payment:* 10% (ten per cent) of the purchase price on the day of the sale and the balance together with interest at the current rate of 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 on this 3rd day of March 1997.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

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**Case No. 5633/92**

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 versus J. D. BATIST and J. M. MARNEY**

The following property will be sold in execution by public auction held at Kuils River Magistrate's Court, to the highest bidder on 22 April 1997 at 09:00:

Erf 4755, Blue Downs, in extent 312 (three hundred and twelve) square metres, held by Deed of Transfer T18671/89, situated at 34 Jakaranda Street, Forest Village.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of three bedrooms, lounge, kitchen, bathroom and toilet.

3. *Payment:* 10% (ten per cent) of the purchase price on the day of the sale and the balance together with interest at the current rate of 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 on this 3rd day of March 1997.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

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**Case No. 3224/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF SIMONSTOWN HELD AT SIMONSTOWN

**In the matter between ABSA BANK LIMITED trading as UNITED BANK, Judgment Creditor,  
and DAVID PATRICK AFRICA, Judgment Debtor**

The pursuance of a judgment granted on 13 January 1997, in the Simonstown Magistrate's Court, the following property will be sold to the highest bidder on 7 May 1997 at 15:00, at 58 Sunnydale Road, Noordhoek:

*Description:* Erf 1983, Noordhoek Transitional Metropolitan Substructure of Fish Hoek/Noordhoek, in extent 721 (seven hundred and twenty-one) square metres.

*Postal address:* 58 Sunnydale Road, Noordhoek.

*Improvements:* Dwelling: Three bedrooms, bathroom, shower/toilet, toilet, lounge, dining-room, and kitchen (not guaranteed), held by Deed of Transfer 31710/95.

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:* 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 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 25th day of February 1997.

W. J. M. Saalman, 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. 8656/96

## 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 DANIEL FRANSMAN, First Judgment Debtor, and EULALIA ETHNE SANDRA FRANSMANS, Second Judgment Debtor**

In pursuance of a judgment granted on 9 September 1996, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 21 April 1997 at 14:00, at Kuils River Court House:

*Description:* Erf 3571, Eerste River in the Local Area of Blue Downs, Stellenbosch Division, in extent three hundred and twenty-five (325) square metres.

*Postal address:* 36 Stratford Avenue, Eerste River.

*Improvements:* Dwelling—three bedrooms, lounge, kitchen, bathroom and toilet (not guaranteed).

Held by Deed of Transfer 45008/93.

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:* 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 17th 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. Z00654/WS/Mrs Wolmarans.)

Case No. 26885/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Judgment Creditor, and CYRIL FRITZ, First Judgment Debtor, and ANTOINETTE FRITZ, Second Judgment Debtor**

In pursuance of a judgment granted on 20 September 1996 in the Bellville Magistrate's Court, the following property will be sold to the highest bidder on 9 May 1997 at 14:00, at Bellville Court House:

*Description:* Erf 13620, Bellville in the Municipality of Bellville, Cape Division, in extent six hundred and fifty-four (654) square metres.

*Postal address:* 11 Arlington Street, Glenhaven, Bellville.

*Improvements:* Dwelling—three bedrooms, bathroom, toilet, lounge and kitchen (not guaranteed).

Held by Deed of Transfer 31142/89.

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 17th 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. Z00676/WS/Mrs Wolmarans.)

Case No. 10254/96

## 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 CHRISTOPHER ABRAHAMS, First Judgment Debtor, and BERYL PATRICIA ABRAHAMS, Second Judgment Debtor**

In pursuance of a judgment granted on 11 November 1996, in the Kuils River Magistrate's Court, the following property will be sold to the highest bidder on 6 May 1997 at 09:00, at Kuils River Court House:

*Description:* Erf 619, Kleinvlei in the Local Area of Blue Downs, Stellenbosch Division, in extent eight hundred (800) square metres.

*Postal address:* 53 Begonia Street, Forest Heights, Kleinville.

*Improvements:* Dwelling—three bedrooms, lounge, kitchen, bathroom, toilet, garage and swimming-pool (not guaranteed).

Held by Deed of Transfer 48497/93.

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:* 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 this 31st day of January 1997.

W. J. M. Saaiman, vir Van Niekerk Groenwoud & 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. Z00772/WS/Mrs Wolmarans.)

#### Case No. 310/95

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF VREDENDAL HELD AT VREDENDAL

**ABSA BANK LIMITED, trading as TRUST BANK versus LEONARD JUSTINUS ADRIAANSE**

The following property will be sold in execution by public auction held at Erf 3721, Louis Lazerus Street, Strandfontein, Vanrhynsdorp, to the highest bidder on 25 April 1997 at 10:00:

Erf 3721, Louis Rood, Strandfontein Divisional Council, Vanrhynsdorp, in extent 254 (two hundred and fifty-four) square metres, held by Deed of Transfer T61092/91, situated at Erf 3721, Louis Lazerus Street, Strandfontein, Vanrhynsdorp.

*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 sea front dwelling consisting of lounge/dining-room, kitchen, two bedrooms, toilet, shower and entrance hall.

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 20% (twenty per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 23rd day of February 1997.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

#### Case No. 29106/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

**NEDCOR BANK LIMITED versus DAVID JOHN HOLTZHAUSEN**

The following property will be sold in execution by public auction held at 24 Japomika Street, Welgedacht, to the highest bidder on 24 April 1997 at 11:00:

Erf 31406, Bellville, in extent 1 019 (one thousand and nineteen) square metres, held by Deed of Transfer T86408/93, situated at 24 Japomika Street, Welgedacht.

*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 five bedrooms with en suite bathroom, kitchen, lounge, dining-room, bathroom, toilet and double 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 19,5% (nineteen comma five per centum) per annum calculated on the Judgment Creditor's claim from the date of sale to date of transfer against registration of transfer of the property into the name of the purchaser, which payment shall be secured by an approved bank or building society guarantee within fourteen (14) days of the date of sale.

Dated at Cape Town on this 29th day of January 1997.

Buchanan Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

Case No. 3483/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF MALMESBURY HELD AT MALMESBURY

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK versus KELVIN BERTON EVERTSON**

The following property will be sold in execution by public auction held at 54 Middelburg Street, Wesfleur, to the highest bidder on 21 April 1997 at 10:00:

Erf 5074, Wesfleur, in extent 595 (five hundred and ninety-five) square metres, held by Deed of Transfer T32988/93, situated at 54 Middelburg Street, Wesfleur.

*Conditions of sale:*

1. The full and complete conditions of sale will be read immediately before the sale and will lie for inspection at the offices of the Sheriff and at the offices of the auctioneer.

2. The following information is furnished but not guaranteed: A dwelling consisting of lounge, kitchen, three bedrooms and bathroom/toilet.

3. *Payment:* 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 on this 23rd day of February 1997.

Buchanan and Boyes, Attorneys for Judgment Creditor, Fourth Floor, Southern Life Centre, Riebeeck Street, Cape Town. (Tel. 419-6469.)

Case No. 6536/93

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BELLVILLE HELD AT BELLVILLE

**In the matter between ABSA BANK LIMITED, trading as UNITED BANK, Execution Creditor, and RACHELLE ROOS, Execution Debtor**

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 22 April 1997 at 14:00:

Erf 29617, Bellville, situated in the Municipality of Bellville, Cape Division, in extent 697 square metres, also known as 44 Kanonberg Street, Hillside, Bellville.

*Conditions:*

1. The following information is furnished, but not guaranteed: Dwelling with three bedrooms, two bathrooms, lounge, dining-room, kitchen and double garage.

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 7th day of February 1997.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

Case No. 5056/96

## 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 VIVIAN BAZIL PATIENCE, and CAROL MAUREEN PATIENCE, 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 29 April 1997 at 14:00:

Erf 3572, Blue Downs, in the Local Area of Blue Downs, Division of Stellenbosch, in extent 357 square metres, also known as 98 Goldbell Street, Blue Downs.

**Conditions:**

1. The following information is furnished, but not guaranteed: Dwelling with two bedrooms, lounge, kitchen, bathroom and toilet.

2. **Payment:** 10% (ten per cent) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 (fourteen) days of the sale.

3. The Sheriff shall require of any bidder satisfactory proof of his ability to pay the said deposit.

4. **Conditions:** The full conditions of sale will be read out immediately prior to the sale and may be inspected at the office of the Sheriff.

Dated at Cape Town this 17th day of February 1997.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

**Case No. 31155/96**

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 IRVIN GENE RODERICK PETERS, and BEVERLEY ANNE PETERS, 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 24 April 1997 at 12:00:

Erf 10488, Portion of Erf 10479, Grassy Park, in the local area of Zeekoevlei, Cape Division, in extent 463 square metres, also known as 18 Ernest Curry Crescent, Grassy Park.

**Conditions:**

1. The following information is furnished, but not guaranteed: Brick dwelling under tiled roof with three bedrooms, kitchen, lounge, bathroom and toilet.

2. **Payment:** 10% (ten per cent) of the purchase price must be paid in cash or by deposit-taking institution guaranteed cheque at the time of the sale and the balance, together with interest thereon at the ruling bank rate calculated on the Judgment Creditor's claim from date of sale to date of transfer, against registration of transfer, which amounts are to be secured by approved guarantee of a deposit-taking institution to be delivered within 14 (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 13th day of February 1997.

Balsillie Watermeyer & Cawood, Attorneys for Execution Creditor, Ninth Floor, Wale Street Chambers, 38 Wale Street, Cape Town.

**Saak No. 1/97**

IN DIE LANDDROSHOF VIR DIE DISTRIK OUDTSHOORN GEHOU TE OUDTSHOORN

**In die saak tussen SAAMBOU BANK BEPERK, Eiser, en mnr. STANLEY VAN RENSBURG, Eerste Verweerder, en mev. JOHANNA ELIZABETH VAN RENSBURG, Tweede Verweerderes**

Ingevolge 'n vonnis toegestaan deur die Landdroshof op 23 Januarie 1997 en 'n lasbrief vir eksekusie uitgereik te Oudtshoorn, sal die ondergemelde eiendom in eksekusie verkoop word aan die hoogste bieder op Vrydag, 18 April 1997 om 10:00, op die perseel van die Verweerders, naamlik:

Erf 3106, Oudtshoorn, in die munisipaliteit en afdeling van Oudtshoorn, groot 1 561 (eenduisend vyfhonderd een-en-ses-tig) vierkante meter, gehou kragtens Transportakte T33025/93, ook bekend as Kerkstraat 1A, Oudtshoorn.

**Voorwaardes van verkoping:**

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, die reëls daarunder uitgevaardig en ook die voorwaardes van die titelakte waaronder die eiendom gehou word.

2. Die volgende inligting word verskaf insake verbeterings alhoewel geen waarborg in verband daarmee gegee word nie: Woonhuis bestaande uit sitkamer, twee slaapkamers, badkamer, kombuis en pakkamer.

**Terme:** 10% (tien persent) van die koopprys op die dag van die verkoping en die afslaelsgelde van 5% (vyf persent) tot en met R20 000 (twintigduisend rand) en daarna 3% (drie persent) met 'n maksimum van R6 000 (sesduisend rand) op die balans betaalbaar teen registrasie van die transport en verseker deur middel van 'n bank- of bougenootskap- of ander aanvaarbare waarborg, welke waarborg binne 14 (veertien) dae vanaf datum van die verkoping aan Eiser se prokureurs verskaf moet word.

4. **Voorwaardes:** Die volledige voorwaardes welke onmiddellik voor die verkoping deur die afslaer uitgelees sal word sal ter insae lê by die kantoor van die Eiser se prokureurs.

Gedateer te Oudtshoorn hierdie 18de dag van Maart 1997.

Duvenage Keyser en Jonck, Prokureurs vir Eiser, Unitedgebou, Hoogstraat 123 (Posbus 104), Oudtshoorn.

## NATAL

**Case No. 7810/96**

### IN THE SUPREME COURT OF SOUTH AFRICA (Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED (UNITED BANK DIVISION), Plaintiff, and JAHNE TRADING CC,  
First Defendant, and DAVID THERON, Second Defendant**

In execution of a judgment granted by the Supreme Court of South Africa on 23 January 1997, in the above-named suit, the following property will be sold by public auction by the Sheriff of the Supreme Court for the District of Port Shepstone, on Friday, 18 April 1997 at 11:00, in front of the Magistrate's Court, Court-house Road, Port Shepstone, to the highest bidder:

(a) Section 1, as shown and more fully described on Sectional Plan SS672/95, in the scheme known as Chesapeake Bay, in respect of the land and building or buildings situated at Margate, Margate Transitional Local Council Area, of which the floor area, according to the said sectional plan, is 100 (one hundred) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

**Postal address:** 1 Chesapeake Bay, Marine Drive, Margate.

**Improvements:** Main en-suite, two bedrooms, bathroom, open-plan lounge, kitchen and dining-room plus undercover parking.

Nothing is guaranteed in these respects.

**Material conditions:**

1. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within 14 (fourteen) days after the date of sale.

2. The full conditions may be inspected at the offices of the Sheriff of the Court, Port Shepstone, or at our offices.

Dated at Durban on this 19th day of March 1997.

Meumann & White, Plaintiff's Attorneys, Fourth Floor, Founders House, 15 Parry Road, Durban. (Ref. Ms M. Davey/vdg/049316.)

**Case No. 7762/96**

### IN THE HIGH COURT OF SOUTH AFRICA (Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
MZOLISI NICHOLUS SIYEPU, 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, Court-house Road, Port Shepstone, on Friday, 25 April 1997 at 11:00:

**Description:** Lot 1908, Margate Extension 3, situated in the Margate Transitional Local Council Area and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 137 (one thousand one hundred and thirty-seven) square metres, held under Deed of Transfer T3058/96.

**Physical address:** 1908, corner of Piet Retief and Duncan Roads, Margate, Natal.

**Zoning:** Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising open-plan lounge and kitchen, two bedrooms and bathroom.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act and the rules made thereunder.

2. The purchaser shall pay a deposit of 10% (ten per centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value-added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 20 Riverview Road, Sunwich Port, Natal.

Dated at Durban on this 14th day of March 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.10790/nf.)

Case No. 1152/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMLAZI HELD AT UMLAZI

**In the matter between NEDPERM BANK LIMITED, Plaintiff, and PHIKO THOMAS SITHOLE, Defendant**

In pursuance of judgment granted on 10 July 1992 in the Umlazi Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 April 1997 at 10:00, at the Main South Entrance of Magistrate's Court, Umlazi (near National Flag Pole), to the highest bidder:

*Description:* Ownership Unit Z1920, situated in the Township of Umlazi, District Umlazi, in extent 690 (six hundred and ninety) square metres, represented and described on General Plan PB407/1986, held under Deed of Grant 5780/87, signed at Ulundi on 25 May 1987.

*Physical address:* Z1920 Umlazi.

*Improvements:* A single storey brick and tiled dwelling comprising of three bedrooms, dining-room, kitchen and bathroom. Water and light facilities. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots.)

The aforesaid sale shall be subject to the conditions of sale which may be inspected at the office of the Sheriff of the Magistrate's Court at Umlazi.

Dated at Durban this 13th day of March 1997.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street, Durban. (Ref. Mrs Varty/NO183/125/MM.)

Case No. 1721/92

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMLAZI HELD AT UMLAZI

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CECIL MANDLA NGOBESSE, Defendant**

In pursuance of judgment granted on 6 October 1992 in the Umlazi Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 23 April 1997 at 10:00, at the Main South Entrance of Magistrate's Court, Umlazi (near National Flag Pole), to the highest bidder:

*Description:* Ownership Unit 1199, in the Township of Umlazi, District Umlazi, in extent 523 (five hundred and twenty-three) square metres, held by Deed of Grant 191/7 signed at Pretoria on 4 February 1976.

*Physical address:* Unit V1199, Umlazi.

*Improvements:* Single storey brick under tiled dwelling consisting of four bedrooms, dining-room, lounge, kitchen, two bathrooms and garage. (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 Umlazi.

Dated at Durban this 13th day of March 1997.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street, Durban. (Ref. Mrs Varty/NO183/286/cc.)

Case No. 583/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CAMPERDOWN HELD AT CAMPERDOWN

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff,  
and MIEGAL JOHAN FREDRICK BRITS, Defendant**

In pursuance of a judgment granted on 22 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 9 May 1997 at 11:00, at the Sheriff's Salesroom, Lot 102, Camperdown, situated on the old Main Road between Camperdown and Cato Ridge exactly 1 km from the Camperdown Court-house towards Cato Ridge, being the property just before the crossing the bridge over the N3:

*Description:* Subdivision 3 of Lot 77, Assagay, situated in the Assagay Health Committee Area and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 2 000 (two thousand) square metres, held under Deed of Transfer T14247/89.

*Postal address:* 5 Dawnview Place, Assagay.

*Town-planning zoning:* Residential.

*Improvements* (not guaranteed): Single storey building consisting of entrance hall, lounge, family room, dining-room, study, kitchen, pantry, three bedrooms, two bathrooms, shower, three toilets, guest room with shower and toilet. Two garages, servant's quarters, toilet with shower and store-room.

*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 full conditions of sale may be inspected at the office of the Sheriff of the Court, Pinetown, or at our offices.
3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price in cash at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by us and to be furnished to the Court Sheriff within fourteen (14) days after the date of sale.
4. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and arrear rates and other necessary charges to effect transfer, upon request by the said attorneys.
5. Payment of the Sheriff/auctioneer's fees of five per cent (5%) of the proceeds of the sale up to the price of R20 000 (twenty thousand rand), and thereafter three per cent (3%) to a maximum of R6 000 (six thousand rand), with a minimum of R200 (two hundred rand), plus value-added tax thereon, is payable in cash immediately after the sale.
6. Possession and occupation of the property shall, subject to the rights of existing tenants pass to the purchaser upon the sale being effected, from which date all benefits, risks and liabilities in respect of the property shall pass to the purchaser.
7. The improvements on the property are as stated above but no guarantees are given in this regard.
8. The purchaser shall be liable for value-added tax on the sale price as well as on the Sheriff's commission.

Dated at Pinetown on the 5th day of March 1997.

Morris Fuller & Associates, Plaintiff's Attorneys, Third Floor, First National Bank Building, 47 Crompton Street, Pinetown.  
(Ref. Mr Walden/Colls/F596/Mrs Mckie.)

Case No. 55423/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

**In the matter between SOUTHERN TRANSITIONAL METROPOLITAN SUBSTRUCTURE COUNCIL, Plaintiff,  
and 947 MAYURI DEVELOPMENT CC (CK No. 88/16976/23), Defendant**

In pursuance of judgment granted on 16 February 1996 in the Magistrate's Court for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property listed hereunder will be sold in execution on Thursday, 24 April 1997 at 10:00, at Eighth Floor, Maritime House, corner of Salmon Grove and Victoria Embankment, Durban:

*Description:* Lot 945, Isipingo (Extension 3), situated in the Borough of Isipingo and in the Port-Natal Ebhodwe Joint Services Board area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 4 661 (four thousand six hundred and sixty-one) square metres, held under Deed of Transfer T30855/1989.

*Street address:* 13 Clark Road, Isipingo Beach, Isipingo.

*Improvements:* Dwelling comprising of four bedrooms, lounge, dining-room, kitchen, toilet and bathroom. *Roof:* Asbestos roof. *Ceiling:* Rhinoboard-coverstrips cornice. *Rainwater goods:* Asbestos gutters and down pipes. *Windows/doors:* Meranti doors/frames and window frames. *Walls:* Brickwalls with plaster, paint internally and externally. *Floors:* Marley (stick on) tiles throughout. *Plumbing:* Standard fittings throughout. Dilapidated outbuilding on property approximately 20 square metres, brick building with no roof.

*Zoning:* Special Zone 1 (nothing guaranteed).

The sale shall be for rands no bids for less than R100 (one hundred rand) shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys, to be furnished to the Sheriff of the Court or the auctioneer within fourteen (14) days.

2. The purchaser shall be liable for interest at the rate of 18% (eighteen per cent) per annum per month or part thereof to the Execution Creditor in the plan of distribution on the amount outstanding by the Execution Debtor to the Execution Creditor as at the date of sale or on the purchase price whichever is the lesser calculated as from the date of sale to date of transfer, both days inclusive.

3. Transfer shall be affected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs, including transfer duty, current and arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

4. The property and the improvements thereon are sold "voetstoots" and without any warranties.

5. The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Durban, 101 Lejaton Building, 40 St George's Street, Durban.

Dated at Durban on this 19th day of March 1997.

Seedat, Pillay & Company, Plaintiff's Attorneys, Ninth Floor, Fenton House, 14/20 Fenton Road (off Smith Street), Durban, 4001. (Ref. BP/VB/ISI/AR/94/70.)

**Case No. 3299/95**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Plaintiff, and FAWSLEY INVESTMENTS (PTY) LTD (now changed to FAWSLEY INVESTMENTS CC), Defendant**

In pursuance of a judgment, the immovable property listed hereunder shall be sold in execution to the highest bidder on 25 April 1997 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown:

*Description:* Lot 133, Berea West, situated in the Borough of Westville, Administrative District of Natal, in extent 3 369 square metres.

*Postal address:* 4 Park Drive, Westville.

*Improvements:* Dwelling with attached flat comprising of lounge, dining-room, study room, kitchen, three bedrooms, two bathrooms, shower, two w.c's, hall, TV room, a flat with lounge, dining-room, kitchen, bathroom, w.c., and outbuilding with double garage, two servants' rooms, store room, w.c., laundry, swimming-pool and retaining walls.

*Town-planning zoning:* Special Residential.

1. (a) The sale be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/NA/KK/05N011656.)

**Case No. 325/97**

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, FAITH THANDI WEZIWE SEME, Defendant**

Take notice that pursuant to a judgment of the above Honourable Court dated 25 February 1997 and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the High Court for the District of Pietermaritzburg, on 25 April 1997 at 11:00, at the Sheriff's Offices, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Sub 57 (of 2) of Lot 15, Edendale, situated in the Administrative District of Natal, in extent 1 371 (one thousand three hundred and seventy-one) square metres.

The property is situated at Sub 57 (of 2) of Lot 15, Edendale, KwaZulu-Natal, and is improved by a dwelling house constructed of concrete under tile roof consisting of lounge/dining-room, three bedrooms, bathroom and kitchen.

*Material conditions of sale:*

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale.
2. The balance of the purchase price plus interest thereon at the rate of 20% (twenty per cent) per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's Conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg.

Dated at Pietermaritzburg this 17th day of March 1997.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.  
(Ref. H. M. Drummond/G63.)

Case No. 2049/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Execution Creditor, and PALIAM PERUMAL, First Execution Debtor, and SALORCHNIE PERUMAL, Second Execution Debtor**

In pursuance of judgment granted on 11 June 1996 in the Magistrate's Court, Verulam, and under a writ of execution issued thereafter the immovable property listed hereunder will be sold in execution on 21 April 1997 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

*Property description:*

(a) Lot 4935, Verulam Extension 42, situated in the Borough of Verulam and in the Port Natal-Ebodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 400 square metres, held under Deed of Transfer T26959/1994 dated 8 September 1994.

*Physical address:* 1 Cinamon Place, Trenance Park, Verulam.

*Improvements:* Brick under tile dwelling: Three bedrooms, lounge, kitchen, toilet and bathroom.

Nothing is guaranteed in respect of any improvements on the property.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
2. The purchaser shall pay 10% (ten per centum) of the purchase price at the time of the sale, and the balance against transfer which balance is to be secured by a bank or building society guarantee approved by the Execution Creditor's attorneys and to be furnished to the Sheriff within 14 (fourteen) days after the date of the sale. The Sheriff shall, if requested by the Execution Creditor, require any bidder to deposit with him in cash an amount equal to 10% (ten per centum) of the amount owing to the Execution Creditor, before accepting any bid from such bidder.
3. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of (19,25%) nineteen comma two-five percent per annum on the amount of the purchase price (alternatively on the amount of the award to the Execution Creditor in the plan of distribution whichever is the lower amount) from the date of sale to the date of transfer. Such interest shall be determined by the conveyancers in the proforma account and shall be paid against rendition of that account. An adjustment shall be made upon registration of transfer of the property to the purchaser.
4. Transfer shall be effected by the Execution Creditor's attorneys and the purchaser shall pay all transfer costs transfer dues, arrear rates, value added tax, current and arrear rates, levies and taxes and other necessary charges to effect transfer, upon request by the said attorneys.
5. Vacant occupation and possession of the property is not guaranteed. The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda District, Area two (2). Suite 7, Foresum Centre, Old Main Road, Tongaat (Tel: 0322-921000.)

Dated at Verulam on this 10th day of March 1997.

Messrs Chabilall & Company, Execution Creditor's Attorneys, Suite 6/8, Greenfield Towers, Wick Street, Verulam, 4340.

Case No. 2750/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

**In the matter between ABSA BANK LIMITED, Plaintiff, and PAUL CHETTY, First Defendant, and CHRISTINA CHETTY, Second Defendant, and SAMUEL GABRIEL PRAGASAM, Third Defendant**

In pursuance of a judgment granted on 11 April 1995, in the Court of the Magistrate Pinetown, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution to the highest bidder on 25 April 1997 at 10:00, at the front entrance, Magistrate's Court, Pinetown, 22 Chancery Lane, Pinetown:

*Description:* A certain piece of land being: Sub 7 of Lot 13, Motalabad, situated in the Borough of Kloof, and in the Port Natal-Ebodwe Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1805 square metres.

*Address:* 213 Wyebank Road, Wyebank, Pinetown, KwaZulu-Natal.

*Improvements:* A brick under tile dwelling consisting of: Master bedroom (en-suite), two bedrooms, toilet, bathroom, lounge, dining-room, kitchen, staff room, shower/toilet with entrance to the third bedroom, single garage and wire fencing.

*Town planning zoning:* Special Residential.

Nothing is guaranteed in the above respects.

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 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 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 offices of the Sheriff for the Magistrate's Court, Pinetown, at No. 2 Samkit Centre, 62 Caversham Road, Pinetown, and at the offices of David Gardyne & Partners, 8th Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban on this 5th day of March 1997.

David Gardyne & Partners, Plaintiff's Attorneys, 8th Floor, JBS Building, 78 Field Street, Durban (Ref: Mr D. Gardyne/sb/GAL2366.)

Case No. 323/97

## IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SIMPHIWE BENEDICTUS MTHEMBU, First Defendant, and CORNELIA THANDEKA MTHEMBU, Second Defendant**

Take notice that pursuant to a judgment of the above Honourable Court dated 20 February 1997 and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the High Court for the District of Pietermaritzburg, on 25 April 1997 at 11:00, at the Sheriff's Offices, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Sub. 8 of Lot 1535, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 056 (one thousand and fifty-six) square metres.

The property is situated at 18 Powell Road, Bisley, Pietermaritzburg, KwaZulu-Natal and is improved by a dwelling-house constructed of brick under tile roof consisting of lounge, dining-room, three bedrooms, two bathrooms and kitchen.

*Material conditions of sale:*

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale.

2. The balance of the purchase price plus interest thereon at the rate of 17,50% (seventeen comma fifty per cent) per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg.

Dated at Pietermaritzburg this 17th day of March 1997.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.  
(Ref. H. M. Drummond/G65.)

Case No. 288/97

IN THE HIGH COURT OF SOUTH AFRICA  
(Natal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and QONDENI REGINA MHLONGO, in her capacity as the duly authorised representative of the estate of the late JOSEPH MHLONGO, Defendant**

Take notice that pursuant to a judgment of the above Honourable Court dated 25 February 1997 and a writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the High Court for the District of Pietermaritzburg, on 25 April 1997 at 11:00, at the Sheriff's Offices, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Site 3734 (Imbali II), in the Township of Edendale, District of Pietermaritzburg, in extent 364 square metres represented and described on General Plan 74/80.

The property is situated at 3143 Ndlovu Road, Imbali II, Edendale, KwaZulu-Natal, and is improved by a dwelling-house constructed of concrete under asbestos roof consisting of lounge/dining-room, two bedrooms, kitchen and outside toilet.

**Material conditions of sale:**

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale.
2. The balance of the purchase price plus interest thereon at the rate of 19% (nineteen per cent) per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale, which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg.

Dated at Pietermaritzburg this 17th day of March 1997.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg.  
(Ref. H. M. Drummond/G50.)

Case No. 322/97

IN THE HIGH COURT OF SOUTH AFRICA  
(Natal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and LETHIWE NORAH NGCOBO, in her capacity as the duly authorised representative of the estate of the late NOZIZWE MIRRIAM DLAMINI, Defendant**

Take notice that pursuant to a judgment of the above Honourable Court dated 27 February 1997 and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the High Court for the District of Pietermaritzburg, on 25 April 1997 at 11:00, at the Sheriff's Offices, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Site 3132 (Imbali II), in the Township of Edendale, District of Pietermaritzburg, in extent 624 square metres represented and described on General Plan 74/82.

The property is situated at 2578 Hlalanyathi Road, Imbali II, Edendale, KwaZulu-Natal, and is improved by a dwelling-house constructed of concrete under asbestos roof consisting of lounge/dining-room, two bedrooms, kitchen and outside toilet.

**Material conditions of sale:**

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale.
2. The balance of the purchase price plus interest thereon at the rate of 18,25% (eighteen comma two five per cent) per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg.

Dated at Pietermaritzburg this 17th day of March 1997.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G10.)

Case No. 3719/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Execution Creditor, and HERMANUS MICHELL CLOETE, First Execution Debtor, and MARQUERETTE TERESIA HEILA CLOETE, Second Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone and the warrant of execution issued pursuant thereto on 23 January 1997, the immovable property described as:

A unit consisting of:

(a) Section 3, as shown and more fully described on Sectional Plan SS280/92, in the scheme known as Sea Slopes in respect of the land and building or buildings, situated at Margate in the Margate Transitional Local Council Area of which the floor area, according to the said sectional plan, is 73 square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST10258/93; and

(c) an exclusive use area described as Canopy Area C2, measuring 24 square metres being as such part of the common property, comprising the land and the scheme known as Sea Slopes in respect of the land and building or buildings, situated at Margate in the Margate Transitional Local Council Area, as shown and more fully described on Sectional Plan SS280/92 held under Notarial Deed of Cession SK1853/93; and situated in Marine Drive, Margate, will be sold in execution on Friday, 18 April 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 purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's Conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's Conveyancers. This guarantee shall be delivered to the Plaintiff's Conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT, where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first 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.

(e) The property shall be sold subject to any valid existing tenancy (if any).

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by flat, consisting of two bedrooms, bathroom (with shower, toilet and wash-basin), kitchen, lounge cum dining-room and undercover parking.

Dated at Port Shepstone on this 13th day of March 1997.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/N397/01N209737.)

Case No. 3720/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/07), Execution Creditor, and HERMANUS MICHELL CLOETE, First Execution Debtor, MARQUERETTE TERESIA HEILA CLOETE, Second Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate at Port Shepstone and the warrant of execution issued pursuant thereto on 23 January 1997, the immovable property described as Lot 1040, Uvongo, Extension 1, 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 1 772 square metres, held under Deed of Transfer T13248/96, and situated in Clarendon Road, Uvongo, Extension 1, will be sold in execution on Friday, 18 April 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 purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's Conveyancers who shall invest this in an interest bearing account. All interest earned thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's Conveyancers. This guarantee shall be delivered to the Plaintiff's Conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the local authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first 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.

(e) The property shall be sold subject to any valid existing tenancy (if any).

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by split-level dwelling under brick and tile consisting of: *Upstairs*: Entrance hall, open-plan lounge, dining-room and bar, kitchen, toilet, bathroom, three bedrooms (main bedroom with main-en-suite) and swimming-pool. *Downstairs*: Flatlet consisting of bedroom, lounge, shower, toilet and wash-basin, double garage, servant's room, servant's toilet and wash-basin and shower.

Dated at Port Shepstone on this 14th day of March 1997.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/N398/01N209738.)

Case No. 598/96

## 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 PREMRAJ CHANDRANBAG, and NONPATHI CHANDRANBAG, Defendants**

In pursuance of a judgment, the immovable property listed hereunder will be sold in execution to the highest bidder on 25 April 1997 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

*Description*: Lot 590, Longcroft, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent three hundred and nine (309) square metres.

*Postal address*: 1 Lyncroft Place, Longcroft, Phoenix.

*Improvements*: Block under tile dwelling consisting of two bedrooms, lounge, kitchen, toilet and bathroom together, water and lights facilities.

*Town-planning zoning*: Special Residential.

1. (a) The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

(b) The property shall be sold without reserve to the highest bidder.

2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance to be secured by a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Jackson & Ameen, Plaintiff's Attorneys, Fifth Floor, Fenton House, Fenton Road, Durban. (Ref. Colls/NA/KK/05N011762.)

Case No. 4262/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Judgment Creditor, and DAYANUND MOHAN LUTCHMAN, First Judgment Debtor, and AYILA SOMAROO, Second Judgment Debtor**

In pursuance of a judgment in the above Court and writ of execution dated 11 March 1997, the immovable property listed hereunder will be sold in execution on Friday, 18 April 1997 at 11:00, by the Sheriff for the Magistrate's Court, Pietermaritzburg, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder without reserve, subject to the conditions of sale that will be read out by the auctioneer:

Sub. 7 of Lot 1354, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 005 (one thousand and five) square metres, situated at 31 Cameron Crescent, Mountain Rise, Pietermaritzburg, held by Judgment Debtors under Deed of Transfer T7050/92.

The following information is given about the immovable property but is not guaranteed:

*Zoning:* Special Residential.

*Improvements:* A single storey dwelling constructed of brick under tile roof, comprising lounge, dining-room, study, kitchen, scullery, three bedrooms, two and a half bathrooms, three showers, four toilets, front and back verandah, family room and prayer room, outbuildings comprising two garages, two carports, braai area, toilet and laundry and swimming-pool.

The full conditions of sale, which may be inspected at the office of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg, will be read immediately prior to the sale.

Dated at Pietermaritzburg this 12th day of March 1997.

Venn, Nemeth & Hart Inc., Judgment Creditor's Attorneys (P.O. Box 600), 281 Pietermaritz Street, Pietermaritzburg, 3200.

Case No. 212/97

IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and CHARLES CHARLIE MALOKO N.O., in his capacity as the duly authorised representative of the estate of the late NKOSAZANA ANNE MALOKO, First Defendant, and TSIOANE ELIZABETH MTSHALI, Second Defendant**

Take notice that pursuant to a judgment of the above Honourable Court dated 20 February 1997 and writ of attachment of immovable property, the undermentioned immovable property will be sold in execution by the Sheriff of the High Court for the District of Pietermaritzburg on 25 April 1997 at 11:00, at the Sheriff's Offices, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, to the highest bidder:

Ownership Unit 896 (Ashdown) in the Township of Edendale-A, County of Pietermaritzburg, in extent 566 square metres, represented and described on General Plan PB 166/1982.

The property is situated at E29 Mofolo Road, Ashdown Township, KwaZulu-Natal and is improved by a dwelling-house constructed of concrete under tile roof consisting of lounge, dining-room, three bedrooms, bathroom and kitchen.

*Material conditions of sale:*

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of sale.
2. The balance of the purchase price plus interest thereon at the rate of 20% (twenty per centum) per annum with effect from the date of sale to date of payment thereof shall be payable on the date of registration of transfer and shall be guaranteed by a bank or building society guarantee to be furnished to the Plaintiff's conveyancers within 30 days of the date of the sale which guarantees shall provide that payment be made of the balance of the purchase price plus interest thereon against registration of transfer.

The full conditions of sale may be inspected at the offices of the Sheriff, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg.

Dated at Pietermaritzburg this 17th day of March 1997.

Tatham, Wilkes & Company, Plaintiff's Attorneys, Fourth Floor, Fedlife House, 251 Church Street, Pietermaritzburg. (Ref. H. M. Drummond/G22.)

Case No. 29283/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

**In the matter between PIETERMARITZBURG-MSUNDUZI TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and PRINCE ALFRED STREET PROPERTIES (PTY) LTD, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 30 December 1996, the following immovable property will be sold in execution on 25 April 1997 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Sub. 3 of Lot 2809, Pietermaritzburg, situated in the Pietermaritzburg-Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent one thousand seven hundred and fifty-eight (1 758) square metres.

The following information is furnished regarding the property, but is not guaranteed:

1. The property is a residential property/vacant land.
2. The property is situated at 543 Pietermaritz Street, Pietermaritzburg, 3201.
3. The property has been developed with a dwelling constructed of brick under iron of 202 m<sup>2</sup>.
4. The property consists of three bedrooms, lounge/dining-room, kitchen, bath/w.c. and sleeping porch.
5. The outbuildings consist of a garage, carport and store constructed of concrete under tile and brick under iron respectively of 73 m<sup>2</sup> offering the following accommodation, two garages, store, w.c. and double carport.
6. The detailed conditions of sale in respect of the above property may be inspected at the offices of the Sheriff of the Magistrate's Court.

*Material conditions of sale:*

1. The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of the sale and the balance be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

2. The purchaser shall be liable for payment of interest at the rate of 18% (eighteen per cent) to the Execution Creditor on the respective amount of the award to the Execution Creditor in the plan of distribution as from the date of the sale to the date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty or value-added tax, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

Dated at Pietermaritzburg this 11th day of March 1997.

Mr B. J. Wilkes, for Hartzenberg Smith & Wilkes Inc., Attorneys for Execution Creditor, 188 Loop Street, Pietermaritzburg, 3201. (Tel. 94-9182.) (Ref. 02/P0005/395/Mr Wilkes/Mrs Ramlal.)

Case No. 29363/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

**In the matter between PIETERMARITZBURG-MSUNDUZI TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and RICHARD MERVYN BROWN, First Execution Debtor, and ETHEL PRISCILLA BROWN, Second Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 30 December 1996, the following immovable property will be sold in execution on 5 April 1997 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Sub. 120 of Lot 1857, Pietermaritzburg, situated in the Pietermaritzburg-Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent one thousand two hundred and thirty-three (1 233) square metres.

The following information is furnished regarding the property, but is not guaranteed:

1. The property is a residential property/vacant land.
2. The property is situated at 37 Beverley Road, Pietermaritzburg.
3. The property has been developed with a dwelling constructed of brick under tile of 136 m<sup>2</sup>.
4. The property consists of three bedrooms, lounge, dining-room, kitchen, scullery, main en suite and two bath/w.c.'s.
5. The outbuildings consist of a garage and servants' quarters constructed of brick under iron of 49 m<sup>2</sup>, offering the following accommodation, garage, two bedrooms, store, w.c. and hot-house.

6. The detailed conditions of sale in respect of the above property may be inspected at the offices of the Sheriff of the Magistrate's Court.

*Material conditions of sale:*

1. The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of the sale and the balance be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

2. The purchaser shall be liable for payment of interest at the rate of 18% (eighteen per cent) to the Execution Creditor on the respective amount of the award to the Execution Creditor in the plan of distribution as from the date of the sale to the date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty or value-added tax, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

Dated at Pietermaritzburg this 13th day of March 1997.

Mr B. J. Wilkes, for Hartzenberg Smith & Wilkes Inc., Attorneys for Execution Creditor, 188 Loop Street, Pietermaritzburg, 3201. (Tel. 94-9182.) (Ref. 02/P0005/254/Mr Wilkes/Mrs Ramlal.)

**Case No. 28649/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

**In the matter between PIETERMARITZBURG-MSUNDUZI TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and  
M. J. TRUST-TRUSTEES, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 18 December 1996, the following immovable property will be sold in execution on 5 April 1997 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Sub. 22 of 19 of Lot 2205, Pietermaritzburg, situated in the Pietermaritzburg-Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent three hundred and twenty-eight square metres; and

Sub. 23 (of 14) of Lot 2205, Pietermaritzburg, situated in the Pietermaritzburg-Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent four hundred and sixteen square metres.

*The following information is furnished regarding the property, but is not guaranteed:*

1. The property is a residential property.
2. The property is situated at 78 West Street, Pietermaritzburg, 3201.
3. The property has been developed with a dwelling constructed of brick under iron of 191 m<sup>2</sup>.
4. Plans for this property are unavailable and therefore the accommodation is not known.
5. The outbuildings consist of a garage and servants' quarters constructed of brick under iron of 75 m<sup>2</sup>.
6. The detailed conditions of sale in respect of the above property may be inspected at the offices of the Sheriff of the Magistrate's Court.

*Material conditions of sale:*

1. The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of the sale and the balance be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

2. The purchaser shall be liable for payment of interest the rate of 18% (eighteen per cent) to the Execution Creditor on the respective amount of the award to the Execution Creditor in the plan of distribution as from the date of the sale to the date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty or value added tax, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

Dated at Pietermaritzburg this 13th day of March 1997.

Mr B. J. Wilkes, for Hartzenberg Smith & Wilkes Inc., Attorneys for Execution Creditor, 188 Loop Street, Pietermaritzburg, 3201. (Tel. 94-9182.) (Ref. 02/P0005/187/Mr Wilkes/Mrs Ramlal.)

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG  
**In the matter between PIETERMARITZBURG-MSUNDUZI TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and  
 TRACY DEBORAH ODELL, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 30 December 1996, the following immovable property will be sold in execution on 5 April 1997 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Sub. 4 (of 2) of Lot 2790, Pietermaritzburg, situated in the Pietermaritzburg-Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent nine hundred and forty (940) square metres.

The following information is furnished regarding the property, but is not guaranteed:

1. The property is a residential property.
2. The property is situated at 258 Boshoff Street, Pietermaritzburg.
3. The property has been developed with a dwelling constructed of brick under iron of 222 m<sup>2</sup>.
4. The plans are unavailable therefore, the accommodation is not known.
5. The outbuildings consist of a carport and stores constructed of brick under iron of 86 m<sup>2</sup>.
6. The detailed conditions of sale in respect of the above property may be inspected at the offices of the Sheriff of the Magistrate's Court.

**Material conditions of sale:**

1. The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of the sale and the balance be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

2. The purchaser shall be liable for payment of interest at the rate of 18% (eighteen per cent) to the Execution Creditor on the respective amount of the award to the Execution Creditor in the plan of distribution as from the date of sale to the date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty or value-added tax, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

Dated at Pietermaritzburg on this 13th day of March 1997.

B. J. Wilkes, for Hartzenberg Smith & Wilkes Inc, Attorneys for Execution Creditor, 188 Loop Street, Pietermaritzburg, 3201.  
 (Tel. 94-9182.)

Case No. 43468/92  
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IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN  
**In the matter between CHAPMAN DYER MILES & MOORHEAD INC., Execution Creditor, and RODGERS ARCHIBALD  
 ZIMELE NGCOBO, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate, Durban, and writ of execution dated 21 January 1993, the immovable property listed hereunder will be sold in execution on 22 April 1997 at 11:00, at the Sheriff's Office, Ndwedwe, to the highest bidder:

**Description:** (1) Sub. 128 (of the farm Piezang Revier 805, situated in the the Administrative District of Natal, Province of KwaZulu-Natal, in extent one comma two one one seven (1,2117) hectares. The property is held under Deed of Transfer T15402/1977.

(2) Sub. 129 (of the farm Piezang Revier 805, situated in the Administrative District of Natal, Province of KwaZulu-Natal, in extent one comma three one nought two (1,3102) hectares. The property is held under Deed of Transfer T15402/1977.

The immovable property is situated at Inanda KwaZulu-Natal.

**Zoning:** Residential.

**Improvements:** Flat land with about 50 shacks most of them are constructed mud and tin and azre plastered. There are three spaza shops constructed of wood and iron, communal water.

NB: Nothing is guaranteed.

**Material conditions of sale:**

1. The sale is subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder and of the title deed in so far as same may be applicable.

2. The purchaser shall pay a deposit of ten per centum (10%) of the purchase price in cash, immediately on the property being knocked down to the purchaser, the balance against registration of transfer and to be secured by a bank or building society guarantee to be approved by the Judgment Creditor's attorneys and furnished to the Sheriff within fourteen (14) days after the date of sale.

3. The purchaser shall be liable for the commission on the sale, which amount shall be paid to the Sheriff of the Court immediately the property is knocked down to the purchaser.

4. The purchaser shall pay all costs of transfer, transfer dues, arrear rates, current rates and costs of cancellation of any bond.

5. The Sheriff of the Court shall not be liable or responsible for arrear rates, rates, damages, deficiency, delivery, error or description of pointing out of the boundaries, pegs or beacons.

The full conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Ndwedwe. [Tel. (032282) 1.] (Ref. Mr Singh.)

Dated at Durban this 28th day of February 1997.

R. C. Lovell Greene, for Chapman Dyer Incorporated, Execution Creditor's Attorney, 10th Floor, 300 Smith Street, Durban. (Ref. RLG/pk/14/N0381/2.)

**Case No. 12059/96**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN**

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Judgment Creditor, and ANWAR GOOLAM MAHOMED PEROO, First Judgment Debtor, and FEROUZA PEROO, Second Judgment Debtor**

In pursuance of a judgment in the Magistrate's Court at Pinetown, dated 14 November 1996, and a writ of execution issued thereafter, the property listed hereunder will be sold in execution on 2 May 1997 at 10:00, at the front entrance of the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

A unit consisting of:

(a) Section 2, as shown and more fully described on Sectional Plan SS223/88, in the scheme known as Virasha Ville, in respect of the land and building or buildings situated at Durban, of which the floor area, according to the said sectional plan is 185 (one hundred and eighty-five) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

Postal address: Flat 2, Virasha Ville, 250B Shannon Drive, Reservoir Hills.

The following improvements are reported to be on the property, but nothing is guaranteed: Lounge, dining-room, TV-room, three bedrooms, two bathrooms, two toilets and garage.

Vacant possession is not guaranteed.

The conditions of sale: The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer. The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, 2 Samkit Centre, 62 Caversham Road, Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 10th day of March 1997.

John Hudson & Company, Execution Creditor's Attorneys, 303 Florida Road, Durban.

**Case No. 4305/96**

**IN THE HIGH COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)**

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and ARTHUR COURTNEY MAY, First Defendant, and NOKUZOLA MILDRED MAY, Second Defendant**

In pursuance of a judgment in the High Court of South Africa (Durban and Coast Local Division) in the above-mentioned suit, a sale will be held by the Sheriff, Durban South, Eight Floor, Maritime House, Salmon Grove 1, Durban, on Thursday, 24 April 1997 at 10:00, of the undermentioned property to the highest bidder on conditions to be read by the Sheriff at the time of the sale:

The property is described as Sub. 3 of Lot 1490, Wentworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 021 (one thousand and twenty-one) square metres, and held under Deed of Transfer T17699/95.

*Street address:* 36 Kingsley Road, Bluff, Durban.

*Improvements:* A single storey brick/plaster under tiled roof dwelling with security gates and burglar guards consisting of lounge, dining-room, kitchen, three bedrooms, bathroom/toilet, shower/toilet and double garage with toilet.

*Zoning:* Special Residential (nothing guaranteed).

Full conditions of sale may be inspected at the office of the Sheriff, High Court, 101 Lejaton, 40 St George's Street, Durban, Tel. 301-0091.

Dated at Durban on this 10th day of March 1997.

Livingston Leandy Incorporated, Plaintiff's Attorneys, 10th Floor, First National Bank Building, corner of Smith and Field Streets, Durban. (Ref. Mr G. A. Pentecost.)

**Case No. 59788/91**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

**In the matter between ASSOCIATED AUTOMOTIVE DISTRIBUTORS (PTY) LTD, Plaintiff, and  
MAHOMED ABBAS HASSIM, Defendant**

In pursuance of a judgment granted on 25 May 1994 in the above Honourable Court and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Tuesday, 29 April 1997 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

*Description:* A certain piece of land being Lot 101, Umhlathuzana, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 251 (one thousand two hundred and fifty-one) square metres.

*Postal address:* 20, 58th Avenue, Umhlathuzana Township, Chatsworth.

*Improvements* (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots): Double storey brick under tile roof dwelling comprising four bedrooms—fully carpeted, en-suite, lounge—fully carpeted, dining-room, kitchen—fully tiled etc, laundry, study, three bathrooms and toilet with tub and double garage incomplete, held under Deed of Transfer T25318/92.

Nothing above is guaranteed.

Vacant possession is not guaranteed.

The sale shall be subject to the following conditions:

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser (other than the Plaintiff) shall pay a deposit of 10% (ten per centum) of the purchase price in cash at the time of the sale and the balance against transfer is to be secured by a bank or building society guarantee and to be furnished to the Sheriff within 21 (twenty-one) days after the sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer costs including transfer duty, current rates and other necessary charges to effect transfer upon request by the said attorneys.
4. The full conditions of sale may be inspected at the offices of the Sheriff, and interested parties are asked to contact the Plaintiff who may be prepared to grant facilities to an approved purchaser.

Dated at Durban this 10th day of March 1997.

De Broglio & Partners, Plaintiff's Attorneys, 1207 Sanlam Musgrave Centre, Musgrave Road, Durban. (Ref. Mr Smith/tl/06A001019.)

**Case No. 7149/96**

IN THE HIGH COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and BHEKUMUZI ERIC MASONDO, First Defendant, and  
LINDIWE PRIMROSE MASONDO, Second Defendant**

In pursuance of a judgment in the High Court of South Africa (Durban and Coast Local Division) dated 5 December 1996, and a warrant of execution issued thereafter, the immovable property listed hereunder will be sold in execution, by the Sheriff for the High Court, Inanda 2, on 21 April 1997 at 09:00, on the steps of the Magistrate's Court, Moss Street, Verulam, KwaZulu-Natal, to the highest bidder without reserve:

*Property description:* Lot 1318, Castlehill, situated in the City of Durban, Administrative District of Natal, in extent 356 (three hundred and fifty-six) square metres.

**Improvements:** Brick under tile dwelling, three bedrooms, lounge, dining-room, kitchen, toilet, bathroom and balcony.  
**Outbuildings:** Double garage (manually operated). The property has burgler guards, a tarred driveway and precast fencing.

Nothing in this regard is guaranteed.

**Physical address:** 157 Palm Castle Road, Newlands West, Durban, KwaZulu-Natal.

**Town-planning Zoning:** Residential.

**Material conditions and terms:**

1. The sale shall be subject to the terms and conditions of the High 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 Sheriff within 14 (fourteen) days after the date of sale, to be approved by the Execution Creditors' attorneys.
3. Payment of value-added tax which may be applicable in terms of Act No. 89 of 1991, shall be borne by the purchaser.
4. The purchaser shall be liable for the payment of interest to the Execution Creditor and to the Bondholder (if any) from date of sale to date of registration of transfer, as set out in the conditions of sale.
5. Transfer will be effected by the attorneys for the Execution Creditor and the purchaser shall pay all the transfer costs including arrear and current rates, sewerage connection costs (if any) taxes, levies and other charges necessary to effect transfer on request by the said attorneys. The Court Sheriff shall not be obliged to point out any boundaries, pegs or beacons in respect of the property.
6. The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Inanda 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, KwaZulu-Natal.

Dated at Durban this 3rd day of March 1997.

Jacobs & Partners, Plaintiff's Attorneys, 1401 Escoval House, 437 Smith Street, Durban. (Ref. PDJ/JMA/A96/68.)

**Case No. 29248/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

**In the matter between PIETERMARITZBURG-MSUNDUZI TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and BARBARA GAIL SHAW, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg, dated 19 December 1996, the following immovable property will be sold in execution on 5 April 1997 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Sub 7 of Lot 1101, Pietermaritzburg, situated in the Pietermaritzburg-Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent one thousand, seven hundred and twenty-five (1 725) square metres.

The following information is furnished regarding the property, but is not guaranteed:

1. The property is a residential property.
2. The property is situated at 58 Kitchner Road, Pietermaritzburg.
3. The property has been developed with a dwelling constructed of brick under asbestos slate of 198 m<sup>2</sup>.
4. The property consists of three bedrooms, lounge, dining-room, kitchen, study, two bathrooms (mes) and cloak room.
5. The outbuildings consist of a garage and servants' quarters constructed of brick and concrete under asbestos slate of 83 m<sup>2</sup>, offering the following accommodation, three garages, two bedrooms, w.c. and swimming-pool.
6. The detailed conditions of sale in respect of the above property may be inspected at the offices of the Sheriff of the Magistrate's Court.

**Material conditions of sale:**

1. The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of the sale and the balance be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.
2. The purchaser shall be liable for payment of interest at the rate of 18% (eighteen per cent) to the Execution Creditor on the respective amount of the award to the Execution Creditor in the plan of distribution as from the date of the sale to the date of transfer.
3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty or value-added tax, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

Dated at Pietermaritzburg this 13th day of March 1997.

Mr B. J. Wilkes, for Hartzenberg Smith & Wilkes Inc., Attorneys for Execution Creditor, 188 Loop Street, Pietermaritzburg, 3201. (Tel. 94-9182.)

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG**  
**In the matter between PIETERMARITZBURG-MSUNDUZI TRANSITIONAL LOCAL COUNCIL, Execution Creditor, and**  
**VERONICA ODETTE LAWLER, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate's Court of the Magistrate of Pietermaritzburg dated 18 December 1996 the following immovable property will be sold in execution on 5 April 1997 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Remaining of Lot 2112, Pietermaritzburg, situated in the Pietermaritzburg-Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 879 (eight hundred and seventy-nine) square metres.

The following information is furnished regarding the property, but is not guaranteed:

1. The property is a residential property/vacant land;
2. the property is situated at 123 Boom Street, Pietermaritzburg;
3. the property has been developed with a dwelling constructed of brick under iron of 164m<sup>2</sup>;
4. the property consists of four bedrooms, lounge, dining-room, kitchen, pantry, bath/w.c.;
5. the outbuildings consist of a servant's quarters constructed of brick under iron of 23 m<sup>2</sup>;
6. the detailed conditions of sale in respect of the above property may be inspected at the offices of the Sheriff of the Magistrate's Court.

**Material conditions of sale:**

1. The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, within 14 (fourteen) days of the date of sale. The full conditions of sale can be inspected at the office of the Sheriff of the Magistrate's Court, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

2. The purchaser shall be liable for payment of interest at the rate of 18% to the Execution Creditor on the respective amount of the award to the Execution Creditor in the plan of distribution as from the date of the sale to the date of transfer.

3. Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty or value-added tax, current and any arrear rates, and other necessary charges to effect transfer upon request by the said attorneys.

Dated at Pietermaritzburg on this 13th day of March 1997.

Mr B. J. Wilkes, for Hartzenberg Smith & Wilkes Inc., Attorneys for Execution Creditor, 188 Loop Street, Pietermaritzburg, 3201. (Tel. 94-9182.)

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN**

**In the matter between NEDCOR BANK LIMITED (Reg. No. 51/00009/06), Execution Creditor, and KUIONI INVESTMENTS CC, First Execution Debtor, and DHARMALINGUM MOODLEY, also known as THEENADAYALAN, Second Execution Debtor**

In pursuance of a judgment in the Court for the Magistrate of Durban, the property listed hereunder will be sold in execution on 29 April 1997 at 10:00, at the front entrance, of the Magistrate's Court, Chatsworth to the highest bidder:

Sub 11 of Lot 115, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 952 (nine hundred and fifty-two) square metres held by the Second Defendant under Deed of Transfer T14070/1989.

**Postal address:** 17 Trisula Avenue, Arena Park, Chatsworth.

**Zoned:** Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: Double storey brick under tile dwelling consisting of four bedrooms (three en-suite, bic, carpeted), prayer room, lounge/dining-room, kitchen, toilet, bathroom, balcony, verandah, courtyard, outbuilding, double garage, brick boundary walls, yard tarred.

Vacant possession is not guaranteed.

**The conditions of sale:** The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the sheriff for Chatsworth. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 20th day of March 1997.

King & Associates, Attorneys for Execution Creditor, 1 Firenze, 577 Berea Road, Durban. (Tel. 701-1561.) (Ref. Mrs Endres/10 N002 090.)

Saak No. 280/97

## IN DIE LANDDROSHOF VIR DIE DISTRIK NEWCASTLE GEHOU TE NEWCASTLE

**In die saak tussen BOLAND BANK LIMITED, Eiser, en FREDERICK COENRAAD VAN HEERDEN, Verweerder**

Ingevolge uitspraak van bogenoemde Agbare Hof en 'n lasbrief vir eksekusie teen onroerende goed gedateer 23 Januarie 1997, word die ondervermelde eiendom op 23 April 1997 om 10:00, voor die ingang van die Landdroshofgebou, Newcastle, geregtelik verkoop naamlik:

Erf 7118, Newcastle (Groblerstraat 7, Barry Hertzog Park, Newcastle).

Die eiendom bestaan uit 'n woonhuis met verbeterings daarop, maar niks word gewaarborg nie. Die materiale terme is 10% (tien persent) deposito, die balans van die koopprys betaalbaar met registrasie van transport, gewaarborg binne 14 dae van die verkoping. Die volledige verkoopvoorwaardes is by die Balju van die Landdroshof, te Newcastle, se kantore ter insae.

Gedateer te Newcastle op hede die 17de dag van Maart 1997.

V. R. H. Southey, vir Hopkins & Southey, Prokureurs vir Eiser, Hardingstraat 80, Posbus 3108, Newcastle, 2940. (Verw. VRHS/hvdv.)

Case No. 2497/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and H. P. MNTUNGWA, First Defendant, and T. M. MNTUNGWA, Second Defendant**

In pursuance of judgment in the above action immovable property listed hereunder shall be sold in execution to the highest bidder on 25 April 1997 at 10:00, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown:

*Description:* Erf 450, Clermont, situated in the Township of Clermont and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 468 square metres, held under Deed of Transfer T12381/92.

*Physical address:* 450 Seventh Street, Clermont, Pinetown.

*Improvements:* Brick dwelling under tile, four bedrooms, two bathrooms/toilets, kitchen, lounge and dining-room. *Outbuildings:* Two bedrooms, shower/toilet, two garages, carport, concrete driveway and wire perimeter enclosure.

1. The property and the improvements thereon are sold voetstoots and without any warranties.
2. The purchaser shall pay 10% (ten per centum) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.
3. The full conditions may be inspected at the office of the Sheriff, Pinetown or at Dickinson & Theunissen. Dickinson & Theunissen, Plaintiff's Attorneys, First Floor, One Simpson Place, Sunnyside Lane, Pinetown.

Case No. 4373/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and N. W. MAZIBUKO, First Defendant, and Z. E. MAZIBUKO, Second Defendant**

In pursuance of judgment in the above action immovable property listed hereunder shall be sold in execution to the highest bidder on 25 April 1997 at 10:00, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown:

*Description:* Site D 94, in the Township of Kwadabeka, District of Pinetown, in extent 295 square metres, held under Deed of Grant G9227/88.

*Physical address:* Unit D 94, Kwadabeka Township, Pinetown.

*Improvements:* Block dwelling under tile, two bedrooms, bathroom, outside toilet, lounge and kitchen.

1. The property and the improvements thereon are sold voetstoots and without any warranties.
2. The purchaser shall pay 10% (ten per centum) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.
3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at Dickinson & Theunissen. Dickinson & Theunissen, Plaintiff's Attorneys, First Floor, One Simpson Place, Sunnyside Lane, Pinetown.

Case No. 12878/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and P. ANKADU, First Defendant, and S. ANKADU, Second Defendant**

In pursuance of judgment in the above action immovable property listed hereunder shall be sold in execution to the highest bidder on 25 April 1997 at 10:00, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown:

*Description:* Sub. 7 of Lot 6556, Pinetown, situated in the Borough of Pinetown and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent 1 185 square metres, held under Deed of Transfer T23611/1986.

*Physical address:* 6 Hella Road, Regency Park, Pinetown.

*Improvements:* Brick dwelling under tile, three bedrooms, two bathrooms, lounge, dining-room, kitchen, double garage, store-room (incomplete), swimming-pool and pool room.

1. The property and the improvements thereon are sold voetstoots and without any warranties.
2. The purchaser shall pay 10% (ten per centum) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.
3. The full conditions may be inspected at the office of the Sheriff, Pinetown or at Dickinson & Theunissen. Dickinson & Theunissen, Plaintiff's Attorneys, First Floor, One Simpson Place, Sunnyside Lane, Pinetown.

Case No. 12138/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and R. M. NZIMANDE, in his capacity as Executor in terms of section 18 (3), Act No. 66 of 1965, in the Estate Late Z. J. Khuzwayo, Defendant**

In pursuance of judgment in the above action immovable property listed hereunder shall be sold in execution to the highest bidder on 25 April 1997 at 10:00, in front of the Magistrate's Court Building, 22 Chancery Lane, Pinetown:

*Description:* All the right, title and interest in respect of the leasehold of Lot 327, Klaarwater, situated in the Administrative District of Natal, in extent 373 square metres, held by Deed of Transfer T914/89.

*Physical address:* Lot 327, Klaarwater, Pinetown.

*Improvements:* Concrete dwelling under asbestos, bedroom, bathroom and kitchen.

1. The property and the improvements thereon are sold voetstoots and without any warranties.
2. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after date of sale.
3. The full conditions may be inspected at the office of the Sheriff, Pinetown, or at Dickinson & Theunissen. Dickinson & Theunissen, Plaintiff's Attorneys, First Floor, One Simpson Place, Sunnyside Lane, Pinetown.

Case No. 4533/96

IN THE HIGH COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and THULANI GELVAS MAJOKA, Defendant**

In pursuance of a judgment granted in the High 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 Main South Entrance, Magistrate's Court, Umlazi (near the National Flag Post) on Friday, 25 April 1997 at 12:00:

*Description:* Ownership Unit 847, Unit Y, in the Township of Umlazi, District of Umlazi, in extent 589 (five hundred and eighty-nine) square metres and held by Certificate of Right of Leasehold G.003446/95.

*Physical addresses:* Ownership Unit 847, Unit Y, Township of Umlazi.

*Zoning:* Special Residential.

The property consists of the following: Lounge, kitchen, two bedrooms and bathroom. Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the High 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 High Court, Umlazi.

Dated at Durban on this 20th day of March 1997.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 22nd Floor, Durban Bay House, 333 Smith Street, Durban, 4001.  
(Ref. Mr J. C. Jones/cn/majoka.)

Case No. 3403/96

IN THE HIGH COURT OF SOUTH AFRICA  
(Natal Provincial Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
ESTATE OF THE LATE HENDRIETTA ZINETH XHALA, Defendant**

In pursuance of a judgment of the High Court of South Africa, Natal Provincial Division, the following property belonging to the Defendant, will be sold in execution on 23 April 1997 at 09:00, in front of the Magistrate's Court, Keate Street, Ladysmith, to the highest bidder, for cash:

*Property description:* Lot 3815, Ladysmith Extension 18, situated in the Borough of Ladysmith, Administrative District of Natal, Province of KwaZulu-Natal, in extent 741 square metres and held under Title Deed T16007/1994.

*Postal address:* 56 Long Tom Road, Ladysmith, 3370.

*Improvements:* The property has been improved by the construction of a single storey face brick under tile roof dwelling comprising three bedrooms, living-room, bathroom and kitchen. Nothing is guaranteed in respect of the above.

The full conditions of sale may be inspected at the office of the Sheriff, High Court, 5 Poort Road, Ladysmith, and at the offices of Austen Smith Inc., with Smythe & Co. and Brokensha Meyer, 81 Chapel Street, Pietermaritzburg, during normal office hours.

Dated at Pietermaritzburg on this 17th day of March 1997.

Goodrickes, Plaintiff's Attorneys, c/o Austen Smith Incorporated with Smythe & Co. and Brokensha Meyer, 81 Chapel Street (P.O. Box 51), Docex 51, Pietermaritzburg. [Tel. (0331) 45-3322.] (Ref. LRM/v/G.1)

Saak No. 29471/96

IN DIE LANDDROSHOF VIR DIE DISTRIK DURBAN GEHOU TE DURBAN

**In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en  
LINDIWE ANGELINE BUTHELEZI, Eksekusieskuldenaar**

Kragtens 'n vonnis gelewer op 2 Julie 1996, in die Landdroshof vir die distrik Durban, en kragtens 'n lasbrief wat daarna uitgereik is, word die vaste eiendom hieronder genoem op 23 April 1997 om 10:00, voor die hoof suidingang, Landdroshof, Umlazi, per openbare veiling in eksekusie aan die hoogste bieder verkoop, op voorwaardes wat ten tye van die verkoping deur die afslaer uitgelees sal word en welke voorwaardes voor die verkoping ter insae sal lê by die kantore van die Balju van die Landdroshof, Umlazi:

*Beskrywing:* Eenheid Z2110, geleë in die dorpsgebied Umlazi, in die distrik Umlazi.

*Straatadres:* Z2110, Umlazi, 4031.

*Stadsbeplanning sonering:* Woongebied.

*Spesiale voorregte:* Geen.

*Verbeterings:* Baksteen onder teëlwoning bestaande uit drie slaapkamers, badkamer, kombuis en eetkamer. (Die aard, omvang, toestand en bestaan van die verbeterings word nie gewaarborg nie. Dit word voetstoots verkoop.)

*Materiële verkoopvoorwaardes:*

1. Die verkoping is onderworpe aan die bepalings en voorwaardes van die Landdroshofwet en die reëls daaronder gemaak.

2.1 Die koper moet 'n deposito van twintig persent (20%) van die koopprijs en die afslaer se kommissie onmiddellik na die verkoping in kontant betaal. Die balans teen oordrag moet deur 'n bank- of bouverenigingswaarborg of ander aanvaarbare waarborge, wat deur die Eksekusiekrediteur se prokureurs goedgekeur is, verseker word. Hierdie waarborg moet binne 14 (veertien) dae na die datum van verkoping aan die Balju van die Landdroshof, Durban-Noord verskaf word.

2.2 Die koper is verantwoordelik vir die betaling van rente aan die Eksekusiekrediteur teen die rentekoers van 19,75% (negentien komma sewe vyf persent) per jaar vanaf die verkoopsdatum tot datum van oordrag.

3. Oorplasing sal deur die Eksekusiekrediteur se prokureurs geskied en die koper sal verantwoordelik wees vir alle oordraggelde insluitende hereregte, lopende belastinge en ander nodige kostes om oordrag te bewerkstellig, op versoek van genoemde prokureurs.

4. Die eiendom en die verbetering daarop word voetstoots en sonder enige waarborg verkoop.

Gedateer te Durban op hierdie 17de dag van Maart 1997.

Du Toit Havemann & Krog, Eksekusieskuldeiser se Prokureurs, Grondvloer, Stafmayer Huis, Beachlaan, Durban.  
(Verw. mnr. Krog/07/S630-0587.)

**Saak No. 79011/95/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK DURBAN GEHOU TE DURBAN**

**In die saak tussen SAAMBOU BANK BEPERK, Eksekusieskuldeiser, en  
MLUNGISE HERBERT NODADA, Eksekusieskuldenaar**

Kragtens 'n vonnis gelewer op 6 Februarie 1997, in die Landdroshof vir die distrik Durban, en kragtens 'n lasbrief wat daarna uitgereik is, word die vaste eiendom hieronder genoem op 23 April 1997 om 10:00, voor die hoof suidingang, Landdroshof, Umlazi, per openbare veiling in eksekusie aan die hoogste bieder verkoop, op voorwaardes wat ten tye van die verkoping deur die afslaer uitgelees sal word en welke voorwaardes voor die verkoping ter insae sal lê by die kantore van die Balju van die Landdroshof, Umlazi.

*Beskrywing:* Eenheid D1598, geleë in die dorpsgebied Umlazi, in die distrik Umlazi.

*Straatadres:* D1598, Umlazi-dorpsgebied, Umlazi.

*Stadsbeplanning en sonering:* Woongebied.

*Spesiale voorregte:* Geen.

*Verbeterings:* Baksteen onder teëlwoning bestaande uit drie slaapkamers, badkamer, kombuis, eetkamer en elektrisiteit. (Die aard, omvang, toestand en bestaan van die verbeterings word nie gewaarborg nie. Dit word voetstoots verkoop.)

*Materiële verkoopvoorwaardes:*

1. Die verkoping is onderworpe aan die bepalinge en voorwaardes van die Landdroshofwet en die reëls daaronder gemaak.

2.1 Die koper moet 'n deposito van twintig persent (20%) van die koopprys en die afslaer se kommissie onmiddellik na die verkoping in kontant betaal. Die balans teen oordrag moet deur 'n bank- of bouverenigingwaarborg of ander aanvaarbare waarborge, wat deur die Eksekusiekrediteur se prokureurs goedgekeur is, verseker word. Hierdie waarborg moet binne 14 (veertien) dae na die datum van verkoping aan die Balju van die Landdroshof, Durban-Noord verskaf word.

2.2 Die koper is verantwoordelik vir die betaling van rente aan die Eksekusiekrediteur teen die rentekoers van 19,75% (negentien komma sewe vyf persent) per jaar vanaf die verkoopsdatum tot datum van oordrag.

3. Oorplasing sal deur die Eksekusiekrediteur se prokureurs geskied en die koper sal verantwoordelik wees vir alle oordraggelde insluitende hereregte, lopende belastinge en ander nodige kostes om oordrag te bewerkstellig, op versoek van genoemde prokureurs.

4. Die eiendom en die verbetering daarop word voetstoots en sonder enige waarborg verkoop.

Gedateer te Durban op hierdie 17de dag van Maart 1997.

Du Toit Havemann & Krog, Eksekusieskuldeiser se Prokureurs, Grondvloer, Stafmayer Huis, Beachlaan, Durban.  
(Verw. mnr. Krog/07/S630-0592.)

**Case No. 487/96**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF CHATSWORTH HELD AT CHATSWORTH**

**In the matter between PAUL HARIPERSAD, Plaintiff, and GOPAL NAIDOO, Defendant**

In pursuance of the judgment obtained on 7 March 1996, in the Chatsworth Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 29 April 1997 at 10:00, in front of the Magistrate's Court, Chatsworth, to the highest bidder:

*Description:* Sub. 23 of Lot 115, Chatsworth, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent five hundred and ninety-seven (597) square metres.

*Postal address:* 164 Road 604, Arena Park, Chatsworth.

**Improvements:** Block under tile roof dwelling comprising three bedrooms, lounge, dining-room, kitchen, bathroom, toilet and verandah.

Held by the Defendant in his name under Deed of Transfer T3131/1980.

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 Defendant 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, 12 Oak Avenue, Kharwastan.

Dated at Durban this 11th day of March 1997.

Juthika Hariram & Associates, Suite 405, Williams Palmer House, 447 Smith Street, Durban; P.O. Box 61626, Bishopsgate 4008, c/o 238 Lakeview Drive, Silverglen, Chatsworth. (Tel. 307-5593/4.) (Fax 307-5595.) (Ref. JH/LA/H5.)

**Case No. 3365/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE

**In the matter between NBS BANK LIMITED, Plaintiff, and SULIMAN HOOSSEN, First Defendant, and ROEWDA HOOSSEN, Second Defendant**

In pursuance of a judgment of the Court of the Magistrate of Newcastle, and a writ of execution dated 17 February 1997 the undermentioned property will be sold in execution on 23 April 1997 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, namely:

Lot 10641 (Extension 44) 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 6th day of March 1997.

Hopkins & Southey, Attorneys for Plaintiff, 80 Harding Street, Newcastle.

**Case No. 21340/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Execution Creditor, and 77 HESKETH DRIVE PROPERTIES CC, Execution Debtor**

In pursuance of a judgment granted on 22 October 1996 in the Magistrate's Court, Pietermaritzburg, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 April 1997 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg:

**Description:** Lot 142, Hayfields, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of KwaZulu-Natal, Province of KwaZulu-Natal, in extent 1 446 (one thousand four hundred and forty-six) square metres.

**Postal address:** 77 Hesketh Drive, Pietermaritzburg.

The property consists of land improved by the erection of a single storey residential dwelling, comprising entrance hall, lounge, family room, dining-room, kitchen, four bedrooms, bathroom and shower, together with outbuildings comprising garage, servants' quarters, laundry, toilet/shower and workshop.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder and the full conditions of sale may be inspected at the offices of the Sheriff for the Magistrates' Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg this 10th day of March 1997.

G. J. Campbell, for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case No. 6556/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between ABSA BANK LTD, trading as UNITED BANK, Plaintiff, and MADURAY NAIDOO, First Defendant, and DEVIKI NAIDOO, Second Defendant**

In pursuance of a judgment granted on 2 September 1996, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 25 April 1997 at 10:00, at the front entrance to the Magistrate's Court Building, Moss Street, Verulam:

*Description:* Lot 646, Brookdale, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent three hundred and thirty-six (336) square metres.

*Street address:* 22 Wavebrook Avenue, Brookdale, Phoenix.

*Improvements:* Block under tile dwelling consisting of three bedrooms, lounge, kitchen, toilet, bathroom, water and lights (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Town-planning zoning:* Special Residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 11th day of March 1997.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street, Durban, 4001; P.O. Box 4974, Durban, 4000. [Tel. (031) 304-3433.] C/o United Bank, Amod Tayob Arcade, Moss Street, Verulam. (Ref. Mrs Radford/A0038/603/MM.)

Case No. 9133/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between ABSA BANK LTD, trading as ALLIED BANK, Plaintiff, and IVAN CELE, Defendant**

In pursuance of a judgment granted on 16 October 1996, in the Court of the Magistrate, Verulam, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 25 April 1997 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam:

*Description:* Lot 265, Inanda Glebe, Administrative District of Natal, in extent six hundred and thirty-three (633) square metres, as shown on General Plan SG No. L5/1989.

*Street address:* 265 Inanda Glebe.

*Improvements:* Block under tile dwelling consisting of four bedrooms, lounge, kitchen, toilet, bathroom and water and lights (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Town-planning zoning:* Special Residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda Area 1, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 11th day of March 1997.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street, Durban, 4001; P.O. Box 4974, Durban, 4000. [Tel. (031) 304-3433.] C/o Ismail Agency (Allied Bank), Green Cat Centre, 51C Todd Street, Verulam. (Ref. Mrs Radford/A0187/75/MM.)

Case No. 63988/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between ABSA BANK LIMITED (Reg. No. 86/04794/06), trading as ALLIED BANK, Plaintiff, and SMITHFIELD PROPERTIES (PTY) LIMITED, First Defendant, SELVA CELLA GANASEN GOVENDER, Second Defendant, and ELAIN MARIMA GOVENDER, Third Defendant

In pursuance of a judgment granted on 30 October 1996, in the Court of the Magistrate, Durban, and under a writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 22 April 1997 at 14:00, on the front steps of the Magistrate's Court, Sontseu Road, Durban:

*Description:* Sub. 1 of Lot 335, Kenville, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent eight hundred and eighty-three (883) square metres.

*Street address:* 4 Crown Road, Kenville.

*Improvements:* Brick and slab roof dwelling comprising of: Four flats viz 1, 2, 3 and 4. Each flat consists of bedroom, lounge, dining-room, kitchen, bathroom, toilet, wash-basin and balcony. Crown Hair Saloon: Toilet, wash-basin and store-room. Crown Butchery: Stainless sink, store-room, cold-room, toilet and wash-basin. Crown Fruiters: Store-room, toilet and wash-basin. Crown One Stop: Store-room, toilet and wash-basin. *Outbuilding:* Room and asbestos roof (the nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Town-planning zoning:* Special Residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other preferent creditor (bondholder), then the interest payable upon such preferent creditor's claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Durban North, Office and Salesroom, 5 Milne Street, Durban.

Dated at Durban this 11th day of March 1997.

A. J. McNabb, for Strauss Daly Inc., Plaintiff's Attorney, First Floor, 21 Aliwal Street, Durban. (Ref. A0038/649/cc.)

Case No. 7417/95

IN THE HIGH COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and DUDU ELIZABETH ZULU, Defendant**

In pursuance of a judgment granted in the High Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 25 April 1997 at 10:00:

**Description:** Remainder of Sub. 21 (a sub of 6) of Lot 2867, Pinetown, situated in the borough of Pinetown, and in the Port Natal Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 510 (one thousand five hundred and ten) square metres, held under Deed of Transfer T17689/94.

**Physical address:** 26 Hamilton Road, Ashley, Pinetown, Natal.

**Zoning:** Special Residential.

The property consists of the following: Brick under tile dwelling consisting of lounge, dining-room, kitchen, four bedrooms, bathroom, two toilets and shower. **Outbuildings:** Garage, servant's quarter, toilet, laundry and swimming-pool.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the High 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 High Court, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 21st day of February 1997.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mr J. C. Jones/notice.dez.)

Case No. 7029/94

IN THE HIGH COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and MAHENDRA KUMAR MOHANLAL KATHARD, First Defendant, and SHARDA NATULALL KATHARD, Second Defendant**

In pursuance of a judgment granted in the High 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, 24 April 1997 at 12:00:

**Description:** Sub. 275 of Lot 6, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, in extent 575 (five hundred and seventy-five) square metres, held under Deed of Transfer T8380/1979.

**Physical address:** 51 Jain Road, Effingham Heights, Durban, Natal.

**Zoning:** Special Residential.

The property consists of the following: Brick under slate roof consisting of lounge, dining-room, kitchen, prayer room, three bedrooms, two bathrooms with toilets and toilet. **Outbuilding:** Garage.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the High 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 High Court, 15 Milne Street, Durban.

Dated at Durban this 24th day of February 1997.

Garlicke & Bousfield Inc., Plaintiff's Attorneys, 23rd Floor, Durban Bay House, 333 Smith Street, Durban, 4001. (Ref. Mr J. C. Jones/notice.dez.)

## Case No. 3130/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and SEBUTI PAULOS SKOSANA, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Newcastle dated 4 August 1994, the undermentioned immovable property together with improvements thereon will be sold in execution on 23 April 1997 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, to the highest bidder:

Unit D6046, situated in the Township of Madadeni, District of Newcastle, in extent 465 (four hundred and sixty-five) square metres.

*Street address:* Unit D6046, Madadeni.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Newcastle, and will be read immediately prior to the sale.

Dated at Newcastle on this 17th day of March 1997.

S. W. Saville, for Stuart Saville & Company Inc. (Reg. No. 93/00701/21), Plaintiff's Attorneys, 48 Paterson Street (P.O. Box 2960), Newcastle, 2940. [Tel. (03431) 5-3021.]

## Case No. 8391/96

## IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and PARATHABEN PATHER, First Defendant, and SHANTI PATHER, Second Defendant**

In pursuance of a judgment granted on 28 January 1997 in the High/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 24 April 1997 at 12:00, on the steps of the Supreme Court, Masonic Grove, Durban:

*Description of property:* Sub. 26 (of 1) of Lot 17, Duikerfontein, situated in the City of Durban, Administrative District of Natal, in extent 1 012 (one thousand and twelve) square metres.

*Physical address:* 11 Tyger Avenue, Duikerfontein, Greenwood Park.

*Improvements:* Brick under tile dwelling comprising of: *Main building:* Front verandah, open lounge/dining-room, three bedrooms (en-suite), tiled bathroom, tiled toilet, tiled and fitted kitchen and back verandah. Swimming-pool and brick wall around perimeter of property.

*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 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 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, at 15 Milne Street, Durban.

Dated at Durban on this 14th day of March 1997.

Livingston Leandy Inc., Plaintiff's Attorneys, 9-12th Floors, First National Bank Building, corner of Field and Smith Streets, Durban. (Ref. Mrs Perumaul/CG/42S556098.)

## Case No. 2019/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

**In the matter between NEDCOR BANK LIMITED, formerly trading as NEDPERM BANK LIMITED, and SOUTH AFRICAN PERMANENT BUILDING SOCIETY LIMITED, Execution Creditor, and VANITHA ANANDHUM, Execution Debtor**

In pursuance of a judgment granted on 10 July 1995 in the Magistrate's Court, Stanger, and under a writ of execution issued thereafter, the immovable property listed under will be sold in execution on Friday, 9 May 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 303, Highridge (Extension 1), situated in the kwaDukuza/Stanger Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 561 (five hundred and sixty-one) square metres.

*Improvements:* Brick under tile dwelling consisting of three bedrooms, bedroom has en-suite, toilet and bath, kitchen and lounge with open plan dining-room.

Improvements done to the best ability of Deputy Sheriff. Nothing is guaranteed.

*Physical address:* 26 Coalwood Place, Windy Heights, 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 cent) 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 20% (twenty per cent) 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 on this 6th day of March 1997.

Messrs Laurie C. Smith Inc., Plaintiff's Attorneys, 22 Jackson Street (P.O. Box 46), Stanger. (Mr Horton/RJ/N.560/COLLS.)

**Case No. 7463/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE

**In the matter between FIRST NATIONAL BANK OF S.A. LIMITED, Execution Creditor,  
and PIETER C. ORFFER, Execution Debtor**

In pursuance of a judgment of the above Court dated 18 December 1996, and a warrant of execution, Lot 11985, Newcastle, situated in the Newcastle Transitional Local Council Area, Administrative District of Natal Province of KwaZulu-Natal, in extent 1 518 (one thousand five hundred and eighteen) square metres, will be sold in execution on 23 April 1997 at 10:00, in front of the Magistrate's Court, Newcastle, to the highest bidder:

The property is improved with a residence constructed of brick and plaster with a tiled roof consisting of an entrance hall, family room, three bedrooms, two bathrooms, kitchen, laundry, pantry, lounge, dining-room, swimming-pool with a lapa and braai area. The outbuilding consist of a double garage and servants' quarters with a bathroom.

The purchase price shall be paid as to 20% (twenty per cent) thereof in cash on the date of sale, the balance to be paid against registration of transfer, such balance to be secured by lodging with the Sheriff of the Court, Newcastle, within three (3) weeks from date of sale, a bank or building society guarantee.

The full conditions of sale may be inspected at the offices of the Sheriff of the Court, Newcastle.

Dated at Newcastle this 17th day of March 1997.

G. Steinhobel, for Du Toit-Peens-Steinhobel & Sonnekus, Attorney for Execution Creditor, 46 Voortrekker Street (P.O. Box 36), Newcastle, 2940. [Tel. (03431) 2-7234.] [Fax (03431) 2-6226.]

**Case No. 82509/95**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

**In the matter between NEDCOR BANK LIMITED (Reg. No. 51/00009/06), Execution Creditor, and DHARMALINGUM MOODLEY, aka THEENADAYALAN, First Execution Debtor, and ABBOO SAKARA MOODLEY, Second Execution Debtor**

In pursuance of a judgment in the Court for the Magistrate of Durban, the property listed hereunder will be sold in execution on 29 April 1997 at 10:00, at the front entrance, of the Magistrate's Court, Chatsworth, to the highest bidder:

Lot 1665, Shallcross Extension 1, situated in the Development Area of Shallcross, Administrative District of Natal, Province of KwaZulu-Natal, in extent 465 (four hundred and sixty-five) square metres, held under Deed of Transfer T801/1979.

*Postal address:* 40 Simla Street, Shallcross.

*Zoned:* Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: Single storey brick under tile dwelling consisting of three bedrooms fully carpeted, main en suite, toilet, bathroom with tub, lounge fully carpeted, dining-room tiled, kitchen tiled with built in cupboards, double garage, yard has boundary walls and is fully paved.

Vacant possession is not guaranteed.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff for Chatsworth. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 18th day of March 1997.

King & Associates, Attorney for Execution Creditor, 1 Firenze, 577 Berea Road, Durban. (Tel. 701-1561.) (Ref. Mrs Endres: 10 N002 094.)

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**Case No. 3348/96**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM**

**In the matter between NBS BANK LIMITED, Judgment Creditor/Plaintiff, and DHANAPALAN PADAYACHEE, First Judgment Debtor/Defendant, and PARVATHY PADAYACHEE, Second Judgment Debtor/Defendant**

In pursuance of a judgment granted on 7 November 1996, in the Magistrate's Court for the District of Inanda, held at Verulam, the property listed hereunder will be sold in execution on Friday, 25 April 1997 at 10:00, at the front entrance to the Magistrate's Court, Moss Street, Verulam.

*Description:* Lot 1279, Forest Haven, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 449 square metres.

*Postal address:* 30 Blackhaven Grove, Forest Haven, Phoenix.

*Improvements:* Block under asbestos semi-detached dwelling consisting of three bedrooms, lounge, kitchen, toilet, bathroom, water and light facilities.

*The conditions of sale:*

1. The purchase price will be payable as to a deposit in cash of 10% (ten per centum) and the balance against transfer.
2. Vacant possession is not guaranteed.
3. Nothing in respect of the sale notice is guaranteed.

The full conditions of sale, which will be read immediately prior to the sale, may be inspected at Sheriff's Office, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 11th day of March 1997.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban.

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**Case No. 867/97**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NEWCASTLE HELD AT NEWCASTLE**

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and NTOMBIZILE PATIENCE MSALI, Defendant**

In pursuance of a judgment in the Court of the Magistrate of Newcastle dated 5 March 1997, the undermentioned immovable property together with improvements thereon will be sold in execution on 23 April 1997 at 10:00, at the front entrance of the Magistrate's Court, Newcastle, to the highest bidder:

Ownership Unit E164, Osizweni, situated in the Township of Osizweni, District of Madadeni, in extent 450 (four hundred and fifty) square metres.

*Street address:* Ownership Unit E164, Osizweni.

The conditions of sale may be inspected at the office of the Sheriff of the Magistrate's Court, Newcastle and will be read immediately prior to the sale.

Dated at Newcastle on this 18th day of March 1997.

S. W. Saville, for Stuart Saville & Company Inc. (Reg. No. 93/00701/21), Plaintiff's Attorneys, 48 Paterson Street (P.O. Box 2960), Newcastle, 2940. [Tel. (03431) 5-3021.]

Case No. 13280/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

**In the matter between NBS BANK LIMITED, Plaintiff, and BHANMATHEE SINGH, Defendant**

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 12 June 1996, the following immovable property will be sold in execution on Friday, 2 May 1997 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Sub. 1 of Lot 327, Raisethorpe, situated in the City of Pietermaritzburg, Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent eight hundred and twenty-six (826) square metres.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at 21 Sirkhod Road, Raisethorpe, Pietermaritzburg, which property consists of land improved by a single-storey dwelling-house under brick and corrugated iron comprising four bedrooms, bathroom, w.c., lounge, dining-room and kitchen with a front side and rear verandah. The outbuilding comprise garage, room, kitchen, w.c. and shower. The front and one side of the boundary of the property is fenced with a brick wall.

**Material conditions of sale:** The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditors' attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, within fourteen (14) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 24th day of March 1997.

R. A. J. P. Dawson, for Dawsons, Attorneys for Plaintiff, 19 Theatre Lane, Pietermaritzburg. (Ref. Mr Dawson/Rabia/N0660/00.)

Case No. 11627/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between ABSA BANK LTD, trading as UNITED BANK, Plaintiff, and STAND 1521, UMHLANGA ROCKS CC (Reg. No. CK94/38925/23), Defendant**

In pursuance of a judgment granted on 20 December 1996, in the Court of the Magistrate, Verulam, and under a writ of execution, issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 21 April 1997 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

**Description:** Lot 1521, Umhlanga Rocks Extension 13, situated in the Borough of Umlanga, and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent one thousand and twenty-four (1 024) square metres.

**Street address:** 18 Pioneer Close, Umhlanga Rocks.

**Improvements:** Vacant land. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

**Town-planning zoning:** Special Residential.

**Special privileges:** Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other Preferent Creditor (Bondholder), then the interest payable upon such Preferent Creditors' claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda, District 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 10th day of March 1997.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street, Durban, 4001; P.O. Box 4974, Durban, 4000. [Tel. (031) 304-3433.] C/o United Bank, Amod Tayob Arcade, Moss Street, Verulam. (Ref. Mrs Radford/A0038/628.)

Case No. 8200/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between ABSA BANK LTD, trading as ALLIED BANK, Plaintiff, and  
A. M. MGENCE AND ASSOCIATES CC (Reg. No. CK94/33383/23), Defendant**

In pursuance of a judgment granted on 16 December 1996, in the Court of the Magistrate, Verulam, and under a writ of execution, issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 21 April 1997 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

*Description:* Lot 1226, Newlands Extension 15, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent four hundred and eighty-six (486) square metres.

*Street address:* 30 Nondi Close, Newlands East.

*Improvements:* Brick under tile dwelling consisting of main bedroom, two other bedrooms, family lounge, kitchen, toilet and bathroom. (The nature, extent, condition and existence of the improvements are not guaranteed, and are sold voetstoots).

*Town-planning zoning:* Special Residential.

*Special privileges:* Nil.

Nothing is guaranteed in the above respects.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, No. 32 of 1944, as amended, and the rules made thereunder.

2.1 The purchaser shall in addition to the auctioneer's commission, pay a deposit of 10% (ten per cent) of the purchase price in cash on the day of the sale and the balance against transfer which shall be secured by a bank or building society guarantee in a form acceptable to Plaintiff's conveyancers, which guarantee shall be delivered by the purchaser to the Sheriff within fourteen (14) days from the date of the sale and shall provide for the payment of the full balance and any such interest payable as provided for hereunder.

2.2 The purchaser shall be liable for payment of interest at the rate payable to the Plaintiff at the time of the sale on the amount of the Plaintiff's claim from date of the sale [and in the event of there being any other Preferent Creditor (Bondholder), then the interest payable upon such Preferent Creditors' claim] until the date of transfer.

2.3 Transfer shall be effected by the attorneys of the Plaintiff and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and any of the necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Inanda, District 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban this 10th day of March 1997.

D. H. Botha, for Strauss Daly Inc., Plaintiff's Attorneys, First Floor, 21 Aliwal Street, Durban, 4001; P.O. Box 4974, Durban, 4000. [Tel. (031) 304-3433.]. C/o Ismail Agency (Allied Bank), Green Cat Centre, 51C Todd Street, Verulam. (Ref. Mrs Radford/A0187/46.)

Case No. 69895/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

**In the matter between ABSA BANK LIMITED (No. 86/04794/06), Execution Creditor, and  
Miss CHARLENE KRUGER, Execution Debtor**

In pursuance of judgment granted on 30 December 1996, 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 Thursday, 24 April 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 15, as shown and more fully described on Sectional Plan SS347/85, in the scheme known as Glenarvon in respect of the land and building or buildings situated at Durban, in the Local Authority of Durban, of which section the floor area, according to the said sectional plan, is 63 (sixty-three) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan.

*Postal address:* 15 Glenarvon, 324 Moore Road, Glenwood, Durban, 4001.

*Improvements:* Brick under reinforced concrete sectional title unit consisting of entrance hall, lounge, one and a half bedrooms, kitchen, bathroom/toilet.

*Town-planning zoning:* Residential

*Special privileges:* Nil.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, 801 Maritime House, Salmon Grove, Durban, or at our offices.

Dated at Durban this 6th 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/Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1074/Mrs Chetty.)

**Case No. 4707/96**

**IN THE SUPREME COURT OF SOUTH AFRICA**

(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED (No. 86/04794/06), Plaintiff, and Mr DEENADAYALAN PERUMAL NAIDOO, First Defendant, and Mrs PREMILLA NAIDOO, Second Defendant**

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 22 August 1996 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Pinetown in front of the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 25 April 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 2 Samkit Centre, 62 Caversham Road, Pinetown, namely:

Remainder of Lot 972, Berea West (Extension 7), situated in the Borough of Westville, Administrative District of Natal, in extent 2 901 (two thousand nine hundred and one) square metres, which property is physically situated at 21 Humber Road, Westville, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T22516/91.

*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, study, family room, four bedrooms, bathroom/toilet, toilet/shower, toilet. *Outbuildings:* Double garage, staff room, swimming-pool.

*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 20,25% (twenty 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, 2 Samkit Centre, 62 Caversham Road, Pinetown.

Dated at Durban this 4th 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/958/A0034/Mrs McDonnell.)

Case No. 011243/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between ABSA BANK LIMITED (No. 86/04794/06), Execution Creditor, and  
Mr NHLANHLA MAXWELL FAKAZI, Execution Debtor**

In pursuance of judgment granted on 9 December 1996, in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on Monday, 5 May 1997 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

*Description:* A certain piece of land being Subdivision 6 of Lot 537, Briardale, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 650 (six hundred and fifty) square metres.

*Postal address:* 52 Cobdale Place, Newlands West, 4051.

*Improvements:* Block under tile dwelling consisting of lounge, two bedrooms, kitchen, 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 cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat or at our offices.

Dated at Durban this 25th 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/Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1062/Mrs Chetty.)

Case No. 7742/96

IN THE HIGH COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED (Reg. No. 86/04794/06), Plaintiff, and Mr MBONGENI CECIL MHLONGO, Defendant**

In execution of a judgment granted by the High Court of South Africa (Durban and Coast Local Division) on 12 December 1996 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the High Court at Durban Central at Maritime House, Eighth Floor, 1 Salmon Grove, Durban on Thursday, 24 April 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:

(a) Section 12 as shown and more fully described on Sectional Plan SS204/88, in the scheme known as Frenoleen in respect of the land and building or buildings situated at Durban, Local Authority of Durban, of which section the floor area, according to the said sectional plan, is 74 (seventy-four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan; which property is physically situated at 33 Frenoleen, corner of Smith and Point Roads, Durban, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST4698/96.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under reinforced concrete sectional title unit consisting of entrance hall, lounge, dining-room, one and a half bedroom, kitchen, bathroom and toilet.

*Zoning:* The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

- (a) 10% (ten per 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% (nineteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

(d) The full conditions may be inspected at the offices of the Sheriff of the High Court, 801 Maritime House, Salmon Grove, Durban.

Dated at Durban this 18th 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. Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1109/Mrs Chetty.)

Case No. 6537/96

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 Mrs LORETTA SARDELLA GALLACHER, First Defendant, and Mr THOMAS GALLACHER, Second Defendant**

In execution of a judgment granted by the High Court of South Africa (Durban and Coast Local Division) on 14 November 1996 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court of Durban North on the steps of the Supreme Court, Masonic Grove, Durban, on Thursday, 24 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 may be inspected at his office at 15 Milne Street, Durban, 4001:

Lot 769, Glenashley, situated in the City of Durban, Administrative District of Natal, in extent 1 012 (one thousand and twelve) square metres, which property is physically situated at 33 Ypsilanti Avenue, Glenashley, 4051, and which property is held by the above-named First Defendant under and by virtue of Deed of Transfer T19511/94.

**Improvements:** Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of entrance hall, lounge, dining-room, three bedrooms, kitchen, two bathrooms/toilet/shower, toilet and laundry, flat consisting of toilet/shower/bath, lounge, kitchen, bedroom, double garage, toilet/shower and servants' quarters.

**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 19,5% (nineteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

(d) The full conditions may be inspected at the offices of the Sheriff of the Supreme Court, 15 Milne Street, Durban, 4001.

Dated at Durban this 12th 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. Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1045/Mrs Chetty.)

Case No. 61138/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

**In the matter between ABSA BANK LIMITED (Reg. No. 86/04794/06), Plaintiff, and Mr HEMCUND BEEPRAJ, First Execution Debtor, and Mrs DAWMATHIE BEEPRAJ, Second Execution Debtor**

In execution of a judgment granted on 3 February 1995, 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 Tuesday, 29 April 1997 at 14:00 on the steps of the Magistrate's Court, Somtseu Road, Durban to the highest bidder:

**Description:** A certain piece of land being Sub. 14 of Lot 351, Springfield, situated in the City of Durban, Administrative District of Natal, in extent 463 (four hundred and sixty-three) square metres.

**Postal address:** 48 Crocus Road, Springfield, Durban, 4091.

*Improvements:* Brick under tile semi-detached dwelling consisting of lounge, two bedrooms, kitchen and toilet/shower. Additions to kitchen, lounge, porch and bedroom are at wall plate level and incomplete.

*Town-planning:* Zoning: Special Residential.

Special privileges: Nil.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank-guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court, Sheriff, within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately, unless this is precluded by the conditions of title or law.

The full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, 15 Milne Street, Durban, 4001, or at our offices.

Dated at Durban this 18th 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. Docex 71. [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/805/Mrs Chetty.)

**Case No. 5911/96**

IN THE HIGH COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED (Reg. No. 86/04794/06), Plaintiff, and  
MISS FAITH BUSISIWE CHONCO, 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 immovable property will be sold by public auction by the Sheriff of the High Court of Inanda Area 2, at the front entrance of the Magistrate's Court, Moss Street, Verulam, on Monday, 21 April 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 1079, Newlands Extension 13, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 250 (two hundred and fifty) square metres, which property is physically situated at 28 Milarina Gardens, Newlands West, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T7384/96.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of block under tile dwelling consisting of lounge, kitchen, three bedrooms, bathroom and toilet.

*Zoning:* The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Deputy Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven (7) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 19,25% (nineteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

(d) The full conditions may be inspected at the offices of the Sheriff of the High Court, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban on this 19th 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. (Docex 71.) [Tel. (031) 304-7614/5.] (Ref. CMK/A0034/1038/Mrs Chetty.)

Case No. 4774/96

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 MRS NEELAWATHY NUNDLAL, First Defendant, and MR ANANDRAJ NUNDLAL, Second Defendant**

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 12 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 North, on the steps of the Supreme Court, Masonic Grove, Durban, on Thursday, 24 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 may be inspected at his office at 15 Milne Street, Durban, namely:

Lot 318, Zeekoe Valle, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 696 (six hundred and ninety-six) square metres, which property is physically situated at 117 Donkin Road, Bakerville Gardens, Durban, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T36115/94.

*Improvements:* Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile dwelling consisting of living-room, dining-room, kitchen, four bedrooms, bathroom/toilet and shower/toilet.

*Zoning:* The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

*Terms:* The purchase price will be payable subject to the conditions of sale, as follows:

(a) 10% (ten per centum) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven (7) days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 19,25% (nineteen comma two five per centum) per annum compounded monthly in advance on the amount referred to in the conditions of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within 14 (fourteen) days after the date of sale.

(d) The full conditions may be inspected at the offices of the Sheriff of the Supreme Court, 15 Milne Street, Durban.

Dated at Durban on this 6th 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/857/A0034/Mrs McDonnell.)

Case No. 252/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF NQUTU HELD AT NQUTU

**In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LIMITED, Plaintiff, and THILIAS JIYANE, Identity No. 4001015774089, First Defendant, and CASLINA SHADILE JIYANE, Identity No. 5812110275081, Second Defendant**

In pursuance of judgment granted on 22 October 1996, in the Nqutu Magistrate's Court, and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 22 April 1997 at 10:00, at front door, Magistrate's Court, Nqutu, to the highest bidder:

*Description:* Lot 1023, Nondweni, in extent 372 (three hundred and seventy-two) square metres.

*Postal address:* P.O. Box 1448, Vryheid.

*Improvements:* Small spaza shop, held by the Defendants in their name under Deed of Transfer TF28/94.

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.

2. The purchaser shall pay the purchase price in cash or by bank-guaranteed cheque on the day of the sale. In the event of the purchaser having to obtain finance from a financial institution, the purchaser shall, on the day of the sale, produce written confirmation from the said financial institution to the effect that the purchaser qualifies for a loan. The amount of the loan shall not be less than the purchaser price.

3. The purchaser shall be liable for payment of interest to the Execution Creditor and to the bondholder, if any, from date of sale to date of registration of transfer as set out in the conditions of sale.

4. Transfer shall be affected by the Plaintiff or its attorneys and the purchaser shall pay all transfer costs, current rated taxes and other necessary charges to effect transfer, upon request by the said attorneys.

The full conditions may be inspected at the offices of the Sheriff of the Magistrate's Court, P.O. Box 336, Dundee, 3000.

Dated at Dundee on this 14th day of March 1997.

A. Dreyer, for De Wet Dreyer & Marx Inc., Plaintiff's Attorneys, First Floor, 64 Gladstone Street, Dundee (P.O. Box 630), Dundee, 3000. [Tel. (0341) 2-4018/9.] (Ref. Mr A. Dreyer/K1091/AB.)

Case No. 10793/95

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between NBS BANK LIMITED No. 87/01384/06, Judgment Creditor, and DAVENDRAN GOVENDER, First Judgment Debtor, and SHIREEN GOVENDER, Second Judgment Debtor**

In pursuance of a judgment in the Magistrate's Court at Verulam, dated 11 November 1996 and a writ of execution issued thereafter, the property listed hereunder will be sold in execution on 25 April 1997 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam, to the highest bidder:

Sub. 338 (of 284) of the Farm Melk Houe Kraal 789, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 650 (six hundred and fifty) square metres (formerly Sub. 11 of A of 527 of Kensington of the Farm Melk Houe Kraal 789).

*Postal address:* 23 Cane Crescent, Corovoca.

The following improvements are reported to be on the property but nothing is guaranteed: Brick under tile dwelling comprising: Three bedrooms, lounge, kitchen, toilet, bathroom, double garage and yard brick and tile fencing.

Vacant possession is not guaranteed.

*The conditions of sale:* The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at the office of the Sheriff, 2 Mountain View Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Durban on this 18th day of March 1997.

I. A. McAlery, for John Hudson & Company, Execution Creditor's Attorneys, 303 Florida Road, Durban.

Case No. 1062/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMZINTO HELD AT SCOTTBURGH

**In the matter between ABSA BANK LIMITED, Plaintiff, and GERT MARTINUS LUPKE, First Defendant, and ANNA ELIZABETH LUPKE, Second Defendant**

In pursuance of a judgment in the Court of the Magistrate's for the District of Umzinto, held at Scottburgh, dated 13 November 1996 on a writ of execution dated 10 December 1996, the undermentioned property will be sold in execution on 25 April 1997 at 10:00, at the front Courtyard of Summersands Complex, Marine Terrace, Scottburgh, to the highest bidder:

Description: Lot 99, Mtwalumi, situated in the Hibberdene Transitional Local Council Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 303 (one thousand three hundred and three) square metres, mortgaged under Bond B29793/1988.

*Postal address:* Lot 99, Mtwalumi (*chosen domicilium citandi et executandi*).

The following information is furnished regarding the property but is not guaranteed.

*Improvements:* Brick and cement two level building under brick, tile roof consisting of: *Lower level:* Large shop divided into three sections, three toilets, small kitchen. *Top level:* Two by two bedroom flats, bathroom with toilet, toilet and shower. *Outbuildings:* Store-room and six garages.

The property is zoned residential and there is no special privilege attached to the property.

*Material conditions of sale:*

1.1 The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rule made thereunder. The property is sold voetstoots and nothing in respect set out above/below is guaranteed.

1.2 The purchaser shall pay 10% (ten per cent) of the purchase price and the auctioneer's commission in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff, Scottburgh, within fourteen (14) days of the date of sale.

1.3 The purchaser shall be liable for payment of interest at the rate of 18,25% (eighteen comma two five per cent) per annum to the Plaintiff and to the bondholder/s at a prescribed rate of interest per annum at the respective amounts of the awards to the Plaintiff and to the bondholder/s in the plan of distribution from date of the sale of transfer, both days inclusive.

1.4 Transfer shall be effected by the attorneys for the Plaintiff, and the purchaser shall pay all the transfer dues, including transfer duty, current and any arrear rates and other necessary charges to effect transfer upon request by the said attorneys.

The full conditions of sale can be inspected at the offices of the Sheriff of Scottburgh, at Summersands, Marine Terrace, Scottburgh.

Dated at Scottburgh on 18th day of March 1997.

Havemann & Furguson, Execution Creditor's Attorneys, First Floor, 130 Scott Street, Scottburgh, 4180. (Ref. APG/S. Swart/A27/96.)

Case No. 62777/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and BALDWIN, THULANI MDLETSHE, Defendant**

In pursuance of a judgment granted on 25 October 1994 in the Magistrate's Court for the District of Durban, held at Durban, and a writ of execution issued thereunder, the immovable property list hereunder will be sold in execution on 25 April 1997 in front of the Magistrate's Court, 22 Chancery Lane, Pinetown:

*Property description:* Lot 385, Berea West (extension 4), situated in the Borough of Westville, Administrative District of Natal in extent 4 735 square metres, held under Deed of Transfer T9447/93.

*Street Address:* 34 Elvira Road, Westville.

*Consisting of:* Double storey brick under tile dwelling, single garage, servants' quarters and tarred driveway, held under Deed of Transfer T9447/93.

*Zoning:* Special Residential (nothing guaranteed).

The sale shall be for rand, and no bid of less than one rand shall be accepted.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and rules made thereunder.

1. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price on the day of sale, the balance against transfer to be secured by a bank or building society guarantee, to be approved by Plaintiff's attorneys, to be furnished to the Sheriff within fourteen (14) days after the date of sale.

2. The purchaser shall be liable for interest at the rate of 23% (twenty-three per cent) per annum to the bondholder. The Standard Bank of S.A. Limited on the amount of award to the Plaintiff and the plan of distribution calculated as from the date of sale of transfer, both days inclusive.

3. Transfer shall be effected by the attorneys for the Execution Creditor's and the purchaser shall pay all transfer costs, including transfer duty current rates and other necessary charges to effect transfer upon request by the said attorney.

4. The property and the improvements thereon are sold voetstoots and without any warranties.

5. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, 62 Caversham Road, Pinetown.

Dated at Durban on this 24th day of March 1997.

Garlicke & Bousfield, Execution Creditor's Attorneys, 21st Floor, Durban Bay House, 333 Smith Street, Durban.  
(Ref. COLL/RN/C3578B.4347.)

Case No. 3059/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **FIRST NATIONAL BANK OF S A LTD, Execution Creditor, and NGENISILE MELCY MBANJWA, Execution Debtor**

In pursuance of a judgment granted on 6 February 1997, in the Magistrate's Court, Pietermaritzburg, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 18 April 1997 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg:

*Description:* A unit consisting of:

(a) Section 4, as shown and more fully described on Sectional Plan SS88/1984, in the scheme known as Derral Court, in respect of the land and building or buildings situated at Pietermaritzburg, City of Pietermaritzburg, of which the floor area, according to the said sectional plan is seventy-nine (79) 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.

*Postal address:* 1 Derral Court, Longmarket Street, Pietermaritzburg.

The property consists of a residential flat comprising lounge, kitchen, two bedrooms, bathroom, toilet and enclosed balcony.

The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder and the full conditions of sale may be inspected at the offices of the Sheriff for the Magistrate's Court, Pietermaritzburg, 277 Berg Street, Pietermaritzburg.

Dated at Pietermaritzburg on this 12th day of March 1997.

G. J. Campbell for Stowell & Co., Plaintiff's Attorneys, 295 Pietermaritz Street, Pietermaritzburg.

Case No. 013391/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and HARRIDUTH BAIJNATH, First Defendant, and AINAWATHI BAIJNATH, Second Defendant**

In pursuance of a judgment granted on 3 February 1997, in the Court of the Magistrate, Durban, and under writ of execution issued thereafter, the immovable property listed hereunder shall be sold in execution, by public auction, to the highest bidder for cash by the Sheriff of the Magistrate's Court, Inanda Area 1, in front of the entrance of the Magistrate's Court, Moss Street, Verulam, on 25 April 1997 at 10:00, or so soon thereafter as possible:

*Address of dwelling:* 11 Buckham Circle, Westham, Phoenix.

*Description:* Lot 1091 Westham, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 329 (three hundred and twenty-nine) square metres.

*Improvements:* A single-storey dwelling consisting of three bedrooms, kitchen, bathroom, toilet and lounge.

*Material conditions:*

1. Nothing in the above is guaranteed.
2. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act, and the rules made thereunder.
3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the commission plus VAT due to the Sheriff of the Magistrate's Court (hereinafter referred to as the Sheriff) immediately after the sale or such extended period as may be agreed with the Sheriff and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within twenty-one (21) days after the date of sale.
4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 20% per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the date of the sale to date of transfer.
5. The property is to be sold as it stands, that is voetstoots, and without any warranties whatsoever.

The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Inanda Area 1, at 2 Mountview Shopping Centre, corner Inanda and Jacaranda Road, Verulam.

Dated at Durban on this 13th day of March 1997.

Mooney Ford & Partners, Execution Creditor's Attorneys, 7th Floor, Permanent Building, 343 Smith Street, Durban (Ref: J. P. Cox/MC/N2875.)

Case No. 315/97

IN THE HIGH COURT OF SOUTH AFRICA  
(Natal Provincial Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and CECIL FREDERICK CRYER, 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 High Court, Pietermaritzburg, at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, on Friday, 25 April 1997 at 09:00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

*A unit consisting of:*

(a) Section 49, as shown and more fully described on Sectional Plan SS191/92, in the scheme known as Nedbank Plaza, in respect of the land and building or buildings situated at Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, 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 by the defendant under Deed of Transfer ST10749/95;

The following information is furnished regarding the property, though in this respect, nothing is guaranteed:

1. The property's physical address is 904 Nedbank Plaza, Durban Road, Pietermaritzburg;
2. The improvements consist of a flat comprising lounge, dining-room, bedroom, bathroom, toilet, kitchen and balcony;
3. The town-planning zoning of the property is General Business.

The full conditions of sale may be inspected at the office of the Sheriff of the High Court, Pietermaritzburg, at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on this 18th day of March 1997.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26S0272/97.)

Case No. 316/97

IN THE HIGH COURT OF SOUTH AFRICA  
(Natal Provincial Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
NKOSINATHI AARON NDLOVU, 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 High Court, Pietermaritzburg, at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, on Friday, 25 April 1997 at 09:00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

*A unit consisting of:*

(a) Section 93, as shown and more fully described on Sectional Plan SS592/95 in the scheme known as Sandhurst in respect of the land and building or buildings situated at Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Local Council Area, of which section the floor area, according to the said sectional plan is 52 (fifty two) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan;

held by the Defendant under Deed of Transfer ST19393/95.

The following information is furnished regarding the property, though in this respect, nothing is guaranteed:

1. The property's physical address is 93 Sandhurst, McAllister Road, Scottsville, Pietermaritzburg.
2. The improvements consist of a flat comprising dining-room, bedroom, bathroom, toilet, kitchen and patio.
3. The town-planning zoning of the property is General Residential.

The full conditions of sale may be inspected at the offices of the Sheriff of the High Court, Pietermaritzburg, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on this 18th day of March 1997.

Venn, Nemeth & Hart Inc., Plaintiff's Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26S0252/97.)

Case No. 53/97

IN THE HIGH COURT OF SOUTH AFRICA  
(Natal Provincial Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and EUNICE KHOKHIWE MADLALA,  
First Defendant, and JESTER MADLALA, 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 High Court, Pietermaritzburg, at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, on Friday, 25 April 1997 at 09:00, of the following immovable property, on conditions to be read out by the auctioneer at the time of the sale:

Site 1622 (Unit N), Edendale, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 374 (three hundred and seventy-four) square metres, held by the Defendants under Deed of Grant GF9469/1988.

The following information is furnished regarding the property, though in this respect, nothing is guaranteed:

1. The property's physical address is Site 1622 (Unit N), Edendale, Pietermaritzburg.
2. The improvements consists of a single storey dwelling constructed of block under tile roof, comprising lounge, kitchen, three bedrooms and bathroom.
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 High Court, Pietermaritzburg, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on this 18th day of March 1997.

Venn, Nemeth & Hart Inc., Plaintiffs Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26S0487/97.)

Case No. 317/97

IN THE HIGH COURT OF SOUTH AFRICA  
(Natal Provincial Division)

**In the matter between STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and GCINUMUSA MICHAEL ZUMA, First Defendant, and NORAH JABU ZUMA, 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 High Court, Pietermaritzburg, at 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, on Friday, 25 April 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. 84 of Lot 1485, Pietermaritzburg, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 557 (five hundred and fifty seven) square metres, held by the Defendants under Deed of Transfer T1946/96.

The following information is furnished regarding the property, though in this respect, nothing is guaranteed:

1. The property's physical address is 28 Unicorn Road, Pietermaritzburg.
2. The improvements consists of a single storey dwelling constructed of brick under IBR sheeting comprising living-room/kitchen, three bedrooms, two bathrooms, an outside bathroom and a covered patio and carport.
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 High Court, Pietermaritzburg, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Province of KwaZulu-Natal.

Dated at Pietermaritzburg on this 18th day of March 1997.

Venn, Nemeth & Hart Inc., Plaintiffs Attorneys, 281 Pietermaritz Street, Pietermaritzburg. (Ref. R. Stuart-Hill/26S0237/97.)

Case No. 6619/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between ABSA BANK LIMITED (Ref. No. 86/04794/06), Plaintiff, and AKASHNIE CHOUDREE, Defendant**

In execution of a judgment granted by the above Honourable Court dated on 22 November 1996 in the above-named suit, the following property will be sold in execution by the Sheriff of the Supreme Court, Durban North, on the steps of the Supreme Court, Durban, Masonic Grove, Durban, on 24 April 1997 at 12:00, to the highest bidder without reserve, namely:

Sub. 227 of Lot 316, Duiker Fontein, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 723 square metres, which property is physically situated at 5 Thapi Road, Effingham Heights, KwaZulu-Natal and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T1586/96 dated 26 January 1996.

**Improvements:** Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile roof dwelling, comprising three bedrooms, entrance hall, lounge, dining-room, family-room, bath/toilet, shower/toilet and toilet. **Outbuildings:** Single garage (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 15 Milne Street, Durban and at the offices of the Plaintiff's attorney David Gardyne & Partners, Eighth Floor, JBS Building, 78 Field Street, Durban.

Dated at Durban this 19th day of February 1997.

David Gardyne & Partners, Plaintiff's Attorneys, Eighth Floor, ABSA Building, 78 Field Street, Durban. (Ref. D. C. Gardyne/sb/GAL2865.)

Case No. 16675/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

**In the matter between JULINA BODY CORPORATE, Plaintiff, and M. P. MLOTSHWA, Defendant**

In pursuance of a judgment in the Court of the Magistrate at Pietermaritzburg dated 23 September 1996, the following immovable property will be sold in execution on Friday, 25 April 1997 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, to the highest bidder:

(a) Section 7, as shown and more fully described on Section Plan SS40/1977 in the scheme known as Julina Court in respect of the land and building or buildings situated at Pietermaritzburg in the Pietermaritzburg/Msunduzi Transitional Local Council Area, of which the floor area, according to the said sectional plan, is 72 (seventy-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, held under Deed of Transfer ST1675/1994.

The following information is furnished regarding the property, but is not guaranteed: The property is physically situated at Flat 7, Julina Court, 449 Bulwer Street, Pietermaritzburg, KwaZulu-Natal, and the property consists of land improved by bedroom, lounge, kitchen, bathroom and undercover parking.

**Material conditions of sale:** The purchaser shall pay 10% (ten per centum) of the purchase price in cash at the time of sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff of the Magistrate's Court, Pietermaritzburg, KwaZulu-Natal, within fourteen (14) days of the date of sale.

The full conditions of sale can be inspected at the office of the Sheriff of Court, 277 Berg Street, Pietermaritzburg, KwaZulu-Natal, and interested parties may contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 18th day of March 1997.

Lynn & Berrangé Attorneys, Protea House, 187 Berg Street, Pietermaritzburg. (Ref. AKW/cg/46-142.)

Case No. 1987/94

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PORT SHEPSTONE HELD AT PORT SHEPSTONE

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Execution Creditor, and  
ANITHA RABINATH, Execution Debtor**

In pursuance of a judgment in the Court of the Magistrate of Port Shepstone and the warrant of execution re-issued pursuant thereto on 17 October 1996, the immovable property described as:

Lot 161, Marburg (Extension 3), situated in the Port Shepstone Transitional Local Council Area, and in the Southern Natal Joint Services Board Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 386 square metres, held under Deed of Transfer T32327/91, and situated in Wimpy Crescent, Marburg (Extension 3),

will be sold in execution on Friday, 18 April 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 purchase price shall be paid as to 10% (ten per centum) thereof at the time of the sale into the trust account of Plaintiff's conveyancers who shall invest this in an interest bearing account. All interest thereon shall be for the purchaser's benefit.

(b) The balance of the purchase price together with interest at the rate payable to the Plaintiff at the time of this sale on the amount of the Plaintiff's claim and calculated from the date of sale until the date of transfer shall be paid and secured by a bank or building society guarantee in a form acceptable to the Plaintiff's conveyancers. This guarantee shall be delivered to the Plaintiff's conveyancers within 14 days of the date of sale.

(c) The purchaser shall pay to the Local Authority or any other authority entitled thereto such rates, taxes, transfer duty or VAT where applicable and other amounts whatsoever owing on the property together with any other amounts which must in law be paid to procure transfer of the property.

(d) The purchaser shall pay to the Sheriff on the date of sale his commission calculated at 5% (five per centum) on the first 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.

(e) The property shall be sold subject to any valid existing tenancy (if any).

(f) Neither the Plaintiff nor the Sheriff give any warranty as to the state of the property which is sold voetstoots.

(g) The risk in and to the property shall pass to the purchaser on the date of sale.

The property is improved by dwelling under brick and tile, consisting of three bedrooms, bathroom, lounge, dining-room and kitchen. Outbuildings under brick and tile, consisting of porch, kitchen, lounge, bathroom, incomplete room and temple under brick and tile.

Dated at Port Shepstone on this 11th day of March 1997.

Barry, Botha & Breytenbach Inc., Plaintiff's Attorneys, 16 Bisset Street, Port Shepstone. (Ref. E. R. Barry/N244/01N209587.)

Case No. 5775/96

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 OSCAR BRANDON PIENAAR, 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, 24 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 may be inspected at his office at 15 Milne Street, Durban, namely:

(a) Section 1, as shown and more fully described on Sectional Plan SS135/90, in the scheme known as Tibouchina Park, in respect of the land and building or buildings situated at Effingham Road, Durban, of which the floor area, according to the said sectional plan, is 117 (one hundred and seventeen) 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 1 Tibouchina Park, 280 Effingham Road, Effingham Heights, Durban, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST5795/95.

**Improvements:** Without constituting a warranty of any nature, the property has been improved by the erection thereon of brick under tile duplex unit consisting of lounge/dining-room, kitchen, three bedrooms, two bathrooms/toilets 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, 15 Milne Street, Durban.

Dated at Durban this 6th 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/1034/A0034/Mrs McDonnell.)

Case No. 6080/96

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 ARTHUR JOHN ANDERSEN, Defendant**

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 15 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 South, at Eighth Floor, Maritime House, Salmon Grove 1, Durban, on Thursday, 24 April 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:

(a) Section 54, as shown and more fully described on Sectional Plan SS26/1978, in the scheme known as Equerry Gardens, in respect of the land and building or buildings situated at Montclair, Local Authority, Durban, of which section the floor area, according to the said sectional plan, is 90 (ninety) 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 sectional plan,

which property is physically situated at 54 Equerry Gardens, corner of Ronald and Montclair Roads, Montclair, 4004, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer ST20863/94.

**Improvements:** Without constituting a warranty of any nature, the property has been improved by the erection thereon of sectional title unit consisting of lounge, dining-room, three bedrooms, kitchen, bathroom, toilet and lock-up 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 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 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 this 11th 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/A0034/1049/Mrs Chetty.)

**Case No. 5774/96**

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 MAVUNGWENI VICTOR THUSI, First Defendant, and Miss NTOMBIFIKILE EMILY NSIZWANA, 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 High Court, Inanda Area 1, at the front entrance to the Magistrate's Court, Moss Street, Verulam, on Friday, 25 April 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 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam, namely:

Lot 1736, Caneside, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 339 (three hundred and thirty-nine) square metres, which property is physically situated at 14 Bandside Close, Caneside, Phoenix, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T20439/94.

**Improvements:** Without constituting a warranty of any nature, the property has been improved by the erection thereon of block under asbestos dwelling consisting of lounge, kitchen, three bedrooms, bathroom, toilet and carport.

**Zoning:** The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

**Terms:** The purchase price will be payable subject to the conditions of sale, as follows:

(a) 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 High Court, 2 Mountview Shopping Centre, corner of Inanda and Jacaranda Roads, Verulam.

Dated at Durban this 17th 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/1033/A0034/Mrs McDonnell.)

**Case No. 8092/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between ABSA BANK LIMITED (Reg. No. 86/04794/06), Execution Creditor, and Miss JAYDHARISHNI NAIDOO (Formerly SHUNMUGAM), Execution Debtor**

In pursuance of judgment granted on 23 October 1996, in the Verulam Magistrate's Court and under a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 21 April 1997 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder:

**Description:**

(a) Section 3 as shown and more fully described on Sectional Plan SS94/1982, in the scheme known as Victoria, in respect of the land and building or buildings situated at Northern Transitional Metropolitan Substructure Council, of which the floor area, according to the said sectional plan, is 92 (ninety-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:* 3 Victoria, Church Street, Tongaat.

*Improvements:* Sectional title unit consisting of entrance hall, lounge/dining-room, kitchen, three bedrooms, bathroom, toilet and open parking.

*Town-planning zoning:* Residential. *Special privileges:* Nil.

Nothing is guaranteed in these respects.

*Material conditions:*

1. The sale shall be subject to the terms and conditions of the Magistrates' Courts Act and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price in cash or by a bank guaranteed cheque at the time of the sale, the balance against transfer to be secured by a bank or building society guarantee to be approved by the Plaintiff's attorneys to be furnished to the Magistrate's Court Sheriff within 14 (fourteen) days after the date of sale.
3. If more than one property is to be sold, the properties may be purchased separately unless this is precluded by the conditions of title or law.

The full conditions may be inspected at the offices of the Sheriff for the Magistrate's Court, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat or at our offices.

Dated at Durban on this 19th 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/A0034/977/Mrs McDonnell.)

**Case No. 4705/96**

**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 PERUMAL MUTHUSAMY NAIDOO, Defendant**

In execution of a judgment granted by the Supreme Court of South Africa (Durban and Coast Local Division) on 21 August 1996 in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the Supreme Court, Durban South, at Eighth Floor, Maritime House, 1 Salmon Grove, Durban, on Thursday, 25 April 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:

Lot 1657, Isipingo (Extension 11), situated in the borough of Isipingo and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 929 (nine hundred and twenty-nine) square metres, which property is physically situated at 19 Alexander Avenue, Isipingo, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T20207/76.

*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, family room, four bedrooms, bathroom/toilet, shower/toilet. *Outbuildings:* Garage, staff quarters and swimming-pool.

*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 20,25% (twenty 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 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/A0034/956/Mrs McDonnell.)

IN THE HIGH COURT OF SOUTH AFRICA  
(Natal Provincial Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and COENRAAD FREDERIK POTGIETER, First Defendant, and CHRISTINA JOHANNA POTGIETER, Second Defendant**

In execution of a judgment granted by the High Court of South Africa (Natal Provincial Division) on Friday, 3 January 1997, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the High Court of South Africa for the District of Glencoe, at the Magistrate's Court, Justice Lane, Glencoe, KwaZulu-Natal, on Friday, 18 April 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 the Sheriff's Office at 55 Celle Street, Glencoe, KwaZulu-Natal, namely:

Sub. 1 of Lot 9, Glencoe, situated in the Glencoe Transitional Local Council Area and in the Thukela Joint Services Board Area, Administrative District of Natal, in extent one thousand one hundred and sixty-eight (1 168) square metres which property is physically situated at 85 Kerk Street, Glencoe, KwaZulu-Natal, and which property is held by the above-named Defendants under and by virtue of Deed of Transfer T24099/95.

**Improvements:** Without constituting a warranty of any nature, the property has been improved by the erection thereon of a dwelling-house, brick under tile, consisting of an entrance hall, porch, lounge, dining-room, kitchen, three bedrooms, shower, bathroom and a separate toilet. There is an outbuilding consisting of a garage, staff quarters, shower 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) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 19% (nineteen per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 24th day of March 1997.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorney, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case No. 23/97

IN THE HIGH COURT OF SOUTH AFRICA  
(Natal Provincial Division)

**In the matter between NBS BANK LIMITED, Plaintiff, and HIMLADEVI RAJKUMAR, Defendant**

In pursuance of a judgment of the High Court of South Africa (Natal Provincial Division) given at Pietermaritzburg on 31 January 1997, the following immovable property will be sold in execution on Friday, 25 April 1997 at 10:30, at the office of the Sheriff, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder:

Sub. 1520 (of 1304) of the Farm Northdale, 14914, situated in Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 726 square metres which property is held under Deed of Transfer T24285/1996.

The following information is furnished regarding the property but is not guaranteed:

1. The property is zoned Residential and is situated at 27 Mercury Crescent, Newholmes, Pietermaritzburg.
2. The property consists of a single-storey dwelling with lounge, dining-room, kitchen, three bedrooms, two bathrooms, two toilets, TV lounge, garage, carport, servants' quarters, servant's toilet and shower.

**Conditions of sale:**

1. The sale shall be subject to the terms and conditions relating to sales in execution in the High Court.
2. The purchaser shall pay 10% of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the High Court, Pietermaritzburg, within twenty-one (21) days of the date of the sale. The full conditions of sale can be inspected at the office of the Sheriff of the High Court for the District of Pietermaritzburg.
3. The sale is subject to a reserve price of nil.

Dated at Pietermaritzburg on this 25th day of March 1997.

Von Klemperer Davis & Harrison Inc., Plaintiff's Attorneys, 234 Berg Street, Pietermaritzburg.

Case No. 3795/96

IN THE HIGH COURT OF SOUTH AFRICA  
(Natal Provincial Division)

**In the matter between NBS BANK LIMITED, Plaintiff, and VIRENDRA PRASAD JHAGROO, Defendant**

In pursuance of a judgment of the High Court of South Africa (Natal Provincial Division) given at Pietermaritzburg on 31 January 1997, the following immovable property will be sold in execution on Friday, 25 April 1997 at 10:30, at the office of the Sheriff, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder:

Sub 3982 (of 3814) of the farm Northdale, 14914, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent 205 square metres, which property is held under Deed of Transfer T14909/1996.

The following information is furnished regarding the property but is not guaranteed:

1. The property is zoned Residential and is situated at 25 Magpie Lane, Northdale, Pietermaritzburg.
2. The property consists of a double-storey semi-detached dwelling with lounge, kitchen, three bedrooms, bathroom, toilet and store-room.

*Conditions of sale:*

1. The sale shall be subject to the terms and conditions relating to sales in execution in the High Court.
2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the High Court, Pietermaritzburg, within twenty-one (21) days of the date of the sale. The full conditions of sale can be inspected at the office of the Sheriff of the High Court for the District of Pietermaritzburg.

3. The sale is subject to a reserve price of nil.

Dated at Pietermaritzburg on this 25th day of March 1997.

Von Klemperer Davis & Harrison Inc., Plaintiff's Attorneys, 234 Berg Street, Pietermaritzburg.

Case No. 93/97

IN THE HIGH COURT OF SOUTH AFRICA  
(Natal Provincial Division)

**In the matter between NBS BANK LIMITED, Plaintiff, and NHLANHLA CONRAD MADLALA,  
First Defendant, and ZAMEKILE ABEGAIL MADALALA, Second Defendant**

In pursuance of a judgment of the High Court of South Africa (Natal Provincial Division) given at Pietermaritzburg on 31 January 1997, the following immovable property will be sold in execution on Friday, 25 April 1997 at 10:30, at the office of the Sheriff, 6 Courtyard, Derek Hall, 172 Loop Street, Pietermaritzburg, Natal, to the highest bidder:

Lot 180, Panorama Gardens, situated in the City of Pietermaritzburg, Administrative District of Natal, in extent 356 square metres, which property is held under Deed of Transfer T24276/93.

The following information is furnished regarding the property but is not guaranteed:

1. The property is zoned residential and is situated at 15 Birch Road, Panorama Gardens, Pietermaritzburg.
2. The property consists of a single-storey dwelling with lounge, dining-room, kitchen, three bedrooms, two bathrooms, two toilets and no outbuildings.

*Conditions of sale:*

1. The sale shall be subject to the terms and conditions relating to sales in execution in the High Court.
2. The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance shall be paid or secured by a bank or building society guarantee approved by the Execution Creditor's attorneys to be furnished to the Sheriff of the High Court, Pietermaritzburg, within twenty-one (21) days of the date of the sale. The full conditions of sale can be inspected at the office of the Sheriff of the High Court for the District of Pietermaritzburg.

3. The sale is subject to a reserve price of R nil.

Dated at Pietermaritzburg on this 25th day of March 1997.

Von Klemperer Davis & Harrison Inc., Plaintiff's Attorneys, 234 Berg Street, Pietermaritzburg.

Case No. 39872/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF DURBAN HELD AT DURBAN

In the matter between **ORIENTAL WHOLESALERS**, Judgment Creditor/Plaintiff, and  
**AKOG MOOSA**, Judgment Debtor/Defendant

In pursuance of a judgment granted on 20 September 1996, in the Magistrate's Court for the District of Durban, held at Durban, the property listed hereunder will be sold in execution on Tuesday, 22 April 1997 at 14:00, on the front steps of the Magistrate's Court, Somtseu Road, Durban:

*Description:* Sub. 249, of the farm Sydenham 14101, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 805 square metres.

*Postal address:* 28 Linum Place, Asherville, Durban.

*Improvements:* Brick and tile double-storey house comprising: *Downstairs:* Two lounges (floors tiled), dining-room (floors tiled), kitchen with units (floors tiled), laundry (floors tiled) and toilet with wash basin (fully tiled). *Upstairs:* Four bedrooms (two en-suites) (floors carpeted), toilet/bath with wash basin (fully tiled) and verandah (floors tiled). *Backyard:* Swimming-pool (fenced), yard is fenced (brick walls with steel gate), house fully burglar guarded and open garage.

*The conditions of sale:*

1. The purchase price will be payable as to a deposit in cash of 10% (ten per cent) and the balance against transfer.
2. Vacant possession is not guaranteed.
3. Nothing in respect of the sale notice is guaranteed.

The full conditions of sale, which will be read immediately prior to the sale, may be inspected at Sheriff's Office, 15 Milne Street, Durban.

Dated at Durban on this 19th day of March 1997.

Mulla & Mulla, Plaintiff's Attorneys, Second Floor, Halvert House, 412 Smith Street, Durban, 4000. (Tel. 307-7377.)  
(Ref. 42 1523 014/GR.)

Case No. 1721/96

## IN THE HIGH COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

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 21 April 1997 at 09:00, at the front entrance of the Magistrate's Court, Moss Street, Verulam:

*Description of property:* Lot 165, Riverdene, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent four hundred and sixty-one (461) square metres.

*Physical address:* 26 Whetdene Place, Riverdene, Newlands West.

*Improvements:* Brick under tile dwelling consisting of three bedrooms, family/lounge, kitchen, toilet, bathroom, wooden gates, bricked driveway, precast fencing, burglar guards. Nothing in the above is guaranteed.

*Zoning:* Residential.

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, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat.

Dated at Durban on this 5th day of March 1997.

Livingston Leandy Inc., Plaintiff's Attorneys, 9-12th Floors, First National Bank Building, corner of Field and Smith Streets, Durban. (Ref. Mrs Perumaul/CG/42S556062.)

Case No. 4962/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and  
SIBONGISENI HARRINGTON HADEBE, Defendant**

In pursuance of a judgment of the Supreme Court of South Africa (Durban and Coast Local Division), dated 15 August 1995 and warrant of execution issued thereafter, the immovable property which is described hereunder will be sold in execution, by the Sheriff of the Supreme Court, Durban South, on 24 April 1997 at 10:00, at Eighth Floor, Maritime House, Salmon Grove 1, Durban, without reserve:

**Property description:** Lot 1828, Isipingo (Extension 14), situated in the Borough of Isipingo and in the Port Natal-Ebhodwe Joint Services Board Area, Administrative District of Natal, in extent 1 031 (one thousand and thirty-one) square metres, held under Deed of Transfer T10416/92, subject to the conditions therein contained.

**Physical address:** 20 Flamboyant Drive, Isipingo Hills.

**Zoning:** Special Residential.

**Improvements** (but nothing is guaranteed): Double storey of brick under tiled roof consisting of four bedrooms (two upstairs and two downstairs) with one en-suite with bath, basin and toilet, shower and toilet, bathroom with bath, basin and toilet (tiled floor), lounge (wooden floor), dining-room (wooden floor), kitchen with fitted cupboards (lino floor), servants' quarters, separate from house with two rooms with toilet, shower and kitchen. The property is partly fenced with concrete fencing. No guarantee is given with these improvements.

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 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 Supreme Court, Durban South, within fourteen (14) 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 valued-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 Supreme Court, 101 Lejaton, 40 St George's Street, Durban.

Dated at Durban this 14th day of March 1997.

Woodhead Bigby & Irving, Plaintiff's Attorneys, 650 Mansion House, 12 Field Street, Durban. (Ref. CSS/LP/15F6267A4.)

Case No. 10126/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

**In the matter between FIRST NATIONAL BANK LIMITED, Judgment Creditor, and PATRICK JAMES NAIDOO,  
Judgment Debtor**

In pursuance of a judgment granted by the above Honourable Court dated 13 December 1996, the following immovable property will be sold in execution on 18 April 1997 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Sub. 449 (of 440) of Lot 5 No. 1519, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent three hundred and thirty-five (335) square metres.

The following information is furnished regarding the property: Semi-double-storey dwelling comprising lounge, dining-room, kitchen, three bedrooms, one and a half bathroom and garage, with tiled roof and brick walls.

The property is situated at 56 Brixhom Road, Orient Heights, Pietermaritzburg.

**Material conditions of sale:** The purchaser shall pay ten per cent (10%) of the purchase price in cash at the time of the sale and the balance shall be paid and secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within fourteen (14) days of the date of sale. The full conditions of the sale can be inspected at the offices of the Sheriff, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 24th day of February 1997.

M. E. Cajee, for Cajee & Associates, Judgment Creditor's Attorneys, 360 Loop Street, Pietermaritzburg. (Ref. Mr Hiralal/Rehnu/2164.)

Case No. 29206/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **PIETERMARITZBURG-MSUNDUZI TRANSITIONAL LOCAL COUNCIL**, Execution Creditor, and  
**SAYED AMANULLA KADER**, Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Pietermaritzburg and a Warrant of Execution Numbered 29206/96 issued therein, dated 23 January 1997, the immovable property listed hereunder will be sold in execution on 25 April 1997 at 11:00, at 277 Berg Street, Pietermaritzburg, to the highest bidder, subject to the conditions, which will be read out by the auctioneer at the sale, namely:

Sub. 11 (of 6) of Lot 443, Pietermaritzburg, situated in the City of Pietermaritzburg, and in the Administrative District of Natal, in extent 605 (six hundred and five) square metres.

The following information is furnished but not guaranteed:

1. The property is a residential property.
2. The property is situated at 470 Loop Street, Pietermaritzburg, 3201.
3. The area of the land of Sub. 11 (of 6) of Lot 443, Pietermaritzburg, is 605 m<sup>2</sup>.
4. The property is a vacant land.
5. The detailed conditions of sale in respect of the above property may be inspected at the offices of the Sheriff of the Magistrate's Court.

Dated at Pietermaritzburg on this 5th day of March 1997.

B. J. Wikes, for Hartsen Smith & Wilkes Inc., Plaintiff's Attorneys, 188 Loop Street, Pietermaritzburg, 3201.

Case No. 3285/96

## IN THE HIGH COURT OF SOUTH AFRICA

(Natal Provincial Division)

In the matter between **ABSA BANK LIMITED**, Plaintiff, and **VUSI PATRICK MADONDO**, Defendant

In execution of a judgment granted by the High Court of South Africa (Natal Provincial Division) on Friday, 13 December 1996, in the above-named suit, the following immovable property will be sold by public auction by the Sheriff of the High Court of South Africa for the District of Greytown, in front of the Magistrate's Court, Bell Street, Greytown, KwaZulu-Natal, on Friday, 18 April 1997 at 11:00, on conditions which will be read out by the Sheriff before the sale, and which conditions are in the possession of the Sheriff and may be inspected at the Sheriff's Office, at 119 Voortrekker Street, Greytown, KwaZulu-Natal, namely:

Lot 1081, Greytown (Extension 11), situated in the Borough of Greytown, Administrative District of Natal, in extent 315 (three hundred and fifteen) square metres, which property is physically situated at 3 Salvia Place, Greytown, KwaZulu-Natal, and which property is held by the above-named Defendant under and by virtue of Deed of Transfer T19219/92.

**Improvements:** Without constituting a warranty of any nature, the property has been improved by the erection thereon of a dwelling-house, brick under tile, consisting of a lounge, three bedrooms, kitchen, bathroom and toilet. There is an outbuilding consisting of a utility room.

The property is zoned for Special Residential purposes and enjoys no special consents in respect of its zoning.

**Terms:** The purchase price will be payable subject to the conditions of sale, as follows:

(a) Ten per cent (10%) of the purchase price together with the Sheriff's commission on the sale to be paid immediately in cash on the date of sale.

(b) All current and arrear rates, taxes, electrical, sanitary, water and other fees or charges to be paid in cash within seven days of the date of sale together with costs of transfer and transfer duty.

(c) The balance of the purchase price together with interest at the rate of 15,25% (fifteen comma two five per cent) per annum compounded monthly in advance on the amount referred to in the conditions of sale from date of sale to date of transfer, both days inclusive, to be secured by an acceptable guarantee to be furnished within fourteen (14) days after the date of sale.

Dated at Pietermaritzburg on this 24th day of March 1997.

J. A. Browne, for E. R. Browne Incorporated, Plaintiff's Attorneys, 10th Floor, United Building, 194 Longmarket Street, Pietermaritzburg.

Case No. 5779/95

## IN THE SUPREME COURT OF SOUTH AFRICA

(Durban and Coast Local Division)

In the matter between **THE WESTERN COUNCIL OF THE DURBAN METROPOLITAN TRANSITIONAL COUNCIL**, First Execution Creditor, **JAYRAJ LALOOPERSADH**, Second Execution Creditor, **JEEVAN SEWDULARI**, Third Execution Creditor, and **SHANO SINGH**, Fourth Execution Creditor, and **CHAMPOMANI SEWPERSADH**, First Execution Debtor, **AMRATHLALL SEWPERSADH**, Second Execution Debtor, **PRAVESH LALL SEWPERSADH**, Third Execution Debtor, and **MOONSAMY NAIDOO**, Fourth Execution Debtor

In pursuance of a judgment in the Supreme Court, dated 26 March 1996, and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution on 25 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 9140, Pinetown (Extension 82), situated in the Port Natal/Ebodhwe Joint Services Board Area, Administrative District of Natal, in approximate extent 1 658 (one thousand six hundred and fifty-eight) square metres.

*Postal address:* 22 Marcellin Drive, Northdene, KwaZulu-Natal.

*Improvements:* Dwelling (bricks and plaster) under asbestos roof, lounge, dining-room, kitchen, large hall, four bedrooms, bathroom with toilet, toilet, bathroom (no bath) and toilet (no pan).

*Zoning* (the accuracy hereof is not guaranteed): Special Residential III.

1. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price or R500 (five hundred rand) whichever is the greater, and the auctioneer's charges in cash at the time of the sale.

2. The balance of the purchase price is payable against the transfer of the property and is 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.

3. Transfer shall be effected by the attorneys for the First Execution Creditor and the purchaser shall pay all transfer costs, including arrear and current rates, sewerage connection fees (if any) taxes and any other charges necessary to effect transfer, on request by the said attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff, 62 Caversham Road, Pinetown and interested parties may contact the Execution Creditor's attorneys who may be able to secure through the usual channels loan facilities to an approved purchaser.

Dated at Pinetown this      day of      1997.

Dickinson & Theunissen, Respondents' Attorneys, One Simpson Place, Sunnyside Lane, Pinetown. (Ref. Mr Baldocchi/CW.)

Case No. 1685/97

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

In the matter between **PIETERMARITZBURG-MSUNDUZI TRANSITIONAL LOCAL COUNCIL**, Execution Creditor, and **JOHANNES STEPHANUS P. J. GEYER**, First Execution Debtor, and **MARTHA MAGRIETA GEYER**, Second Execution Debtor

In pursuance of a judgment in the Court of the Magistrate of Pietermaritzburg and a Warrant of Execution Numbered 1685/97 issued thereon, dated 13 February 1997, the immovable property listed hereunder will be sold in execution on 25 April 1997 at 11:00, at 277 Berg Street, Pietermaritzburg, to the highest bidder, subject to the conditions, which will be read out by the auctioneer at the sale, namely:

Remainder of Subdivision 12 (of 1) of Lot 2108, Pietermaritzburg, situated in the City of Pietermaritzburg, and in the Administrative District of Natal, in extent 906 (nine hundred and six) square metres.

The following information is furnished but not guaranteed:

1. The property is a Residential property.
2. The property is situated at 80A Greyling Street, Pietermaritzburg, 3201.
3. The area of the land of Subdivision 12 (of 1) of Lot 2108, Pietermaritzburg, is 906 (nine hundred and six) square metres.
4. The building on the property consists of a dwelling constructed of brick under iron of 161 (one hundred and sixty-one) square metres and an external w.c. of 2 (two) square metres. It offers the following accommodation: Five bedrooms, one and a half bathrooms, separate lounge, dining-room, servant's quarters and outside toilet.

5. The detailed conditions of sale in respect of the above property may be inspected at the offices of the Sheriff of the Magistrate's Court.

Dated at Pietermaritzburg on this 6th day of March 1997.

B. J. Wilkes, for Hartzenberg Smith & Wilkes Inc., Plaintiff's Attorneys, 188 Loop Street, Pietermaritzburg, 3201.

Case No. 3015/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMLAZI HELD AT UMLAZI

**In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LTD, Plaintiff,  
and VIRGINA PHILDA MDULI, Defendant**

In pursuance of a judgment granted on 16 March 1995, in the Magistrate's Court for the District of Umlazi, held at Umlazi, the property listed hereunder will be sold in execution on Wednesday, 23 April 1997 at 10:00, at the main entrance Umlazi Magistrate's Court, under National Flag Pole:

*Description:* Unit AA881, in the Township of Umlazi, District of Umlazi, in extent 357,7 (three five seven comma seven) square metres, held under Deed of Grant 3851/96, General Plan Unknown, issued at Unknown on 25 May 1981.

*Postal address:* Unit AA881, Umlazi.

*Improvements:* Bedrooms, bathroom, kitchen, dining-room, lounge and garage, electricity, structure, fence, outbuilding, roof.

*Conditions of sale:* The purchase price will be payable as to cash.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at Main Entrance Umlazi Magistrate's Court, Umlazi.

A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 6th day of March 1997.

Linda Zama & Company, Execution Creditor's Attorneys, Sixth Floor, Saambou Building, 397 Smith Street, Durban.  
(Ref. NT/sj/09K001/063.)

Case No. 661/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF UMLAZI HELD AT UMLAZI

**In the matter between KWAZULU FINANCE & INVESTMENT CORPORATION LTD, Plaintiff, and  
MFANIFANI MESHACK XABA, Defendant**

In pursuance of a judgment granted on 30 May 1996 in the Magistrate's Court for the District of Umlazi held at Umlazi, the property listed hereunder will be sold in execution on Wednesday, 23 April 1997 at 10:00, at the main entrance Umlazi Magistrate's Court, under National Flag Pole:

*Description:* Unit D656, in the Township of Umlazi, District of Umlazi, in extent 352,2 square metres, held under Deed of Grant 403/82, General Plan BA17/1966, issued at Ulundi on 2 November 1971.

*Postal address:* Unit D 656, Umlazi.

*Improvements:* Two bedrooms, dining-room, bathroom, kitchen and electricity. *Outbuilding:* Bedroom. *Structure:* Brick plastered. *Roof:* Asbestos.

*The conditions of sale:* The purchase price will be payable as to cash.

The full conditions of sale which will be read immediately prior to the sale, may be inspected at main entrance, Umlazi Magistrate's Court, Umlazi.

A substantial loan can be raised for an approved purchaser with prior approval.

Dated at Durban this 6th day of March 1997.

Linda Zama & Company, Execution Creditor's Attorneys, Sixth Floor, Saambou Building, 397 Smith Street, Durban.  
(Ref. NT/sj/09K001/234.)

Case No. 13018/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF INANDA HELD AT VERULAM

**In the matter between NEDCOR BANK LIMITED, Plaintiff, and S. T. BHENGU, First Defendant, and D. C. BHENGU,  
Second Defendant**

In pursuance of judgment in the above action immovable property listed hereunder shall be sold in execution to the highest bidder on 25 April 1997 at 10:00, at the front entrance of the Magistrate's Court Building, Moss Street, Verulam:

*Description:* Site 17, in the Township of Ohlanga, District of Inanda, Province of KwaZulu-Natal, in extent 445 square metres, held under Deed of Grant G8833/88.

*Physical address:* 17 Inanda Road, Ohlanga, Inanda.

**Improvements:** Brick dwelling under asbestos: Three bedrooms, bathroom/toilet, lounge and kitchen. No water facilities-lights facilities.

1. The property and the improvements thereon are sold voetstoots and without any warranties.
2. The purchaser shall pay 10% (ten per cent) of the relevant purchase price at the time of the sale, the balance against transfer to be secured by an acceptable bank or building society guarantee to be furnished within fourteen (14) days after the date of sale.
3. The full conditions may be inspected at the offices of the Sheriff, Inanda, Area 1 or at Dickinson & Theunissen. Theunissen, for Dickinson & Theunissen, Plaintiff's Attorneys, First Floor, One Simpson Place, Sunnyside Lane, Pinetown.

**Case No. 12196/96**

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PIETERMARITZBURG HELD AT PIETERMARITZBURG

**In the matter between NBS BANK LIMITED, Judgment Creditor, and MISS PINGLADEVI SINGH, Judgment Debtor**

In pursuance of a judgment granted by the above Honourable Court dated 8 July 1996, the following immovable property will be sold in execution on 18 April 1997 at 11:00, at the Sheriff's Salesroom, 277 Berg Street, Pietermaritzburg, to the highest bidder:

Sub 258, of the farm Newolme 14357, situated in the Pietermaritzburg/Msunduzi Transitional Local Council Area, Administrative District of Natal, Province of KwaZulu-Natal, in extent five hundred and sixty nine (569) square metres.

The following information is furnished regarding the property: Single detached main dwelling comprising lounge, dining-room, kitchen, three bedrooms, two bathrooms, shower, two w.c.'s, garage with tiled roof and brick walls.

The property is situated at 86 Deccan Road, Newholmes, Pietermaritzburg, 3201.

**Material conditions of sale:** The purchaser shall pay 10% (ten per cent) of the purchase price in cash at the time of the sale and the balance shall be paid and secured by a bank or building society guarantee approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within fourteen (14) days of the date of sale. The full conditions of sale can be inspected at the offices of the Sheriff, 277 Berg Street, Pietermaritzburg, Natal, and interested parties are asked to contact the Execution Creditor, who may be prepared to grant loan facilities to an approved purchaser.

Dated at Pietermaritzburg on this 24th day of February 1997.

M. E. Cajee, for Cajee & Associates, Judgment Creditor's Attorneys, 360 Loop Street, Pietermaritzburg. (Ref. Mr Hiralal/REHNU/412.)

**Saak No. 106/97**

IN DIE HOËRHOF VAN SUID-AFRIKA

(Natale Provinsiale Afdeling)

**In die saak tussen STANDARD BANK OF SOUTH AFRICA LIMITED, Eiser, en SIZUKULU MVUNDLA, Eerste Verweerder, en NOMPUCUKO PATRICIA MVUNDLA, Tweede Verweerder**

Neem kennis dat ter uitvoering van 'n vonnis by verstek in bogemelde Hof, daar op Vrydag, 11 April 1997 om 09:30, 'n uitwinningsverkoop, deur die Balju van die Hooggeregshof, Pietermaritzburg, te Binneplaas 6, Derek Hall, Loopstraat 172, Pietermaritzburg, van die volgende onroerende bates, onderhewig aan voorwaardes wat by die verkoping deur die afslaer voorgelees sal word, sal plaasvind:

Onderverdeling 234 van Erf 3229, Pietermaritzburg, geleë in die Pietermaritzburg/Msunduzi Plaaslike Oorgangsraadsgebied, Administratiewe distrik Natal, provinsie KwaZulu-Natal, groot 228 (tweehonderd agt-en-twintig) vierkante meter, gehou deur die Verweerders kragtens Akte van Transport T5916/96.

Die volgende inligting aangaande die onroerende bate word verskaf maar nie gewaarborg nie:

1. Die straatadres van die eiendom is: Hardevweg 6, Pietermaritzburg.
2. Die verbeterings bestaan uit: 'n Enkelverdiepingskakelhuis uit blokke gebou met 'n asbesdak, bestaande uit sitkamer, drie slaapkamers, badkamer, twee stoepe en stoorkamer.
3. Die dorpsbeplanning sonering van die eiendom is: Spesiale Residensieel.

Die volledige verkoopvoorwaardes kan by die kantoor van die Balju van die Hooggeregshof, Pietermaritzburg, te Binneplaas 6, Derek Hall, Loopstraat 172, Pietermaritzburg, provinsie KwaZulu-Natal, besigtig word.

Gedateer te Pietermaritzburg op die 24ste dag van Februarie 1997.

Venn, Nemeth & Hart Ing., Eiser se Prokureurs, Pietermaritzstraat 281, Pietermaritzburg. (Verw. R. Stuart-Hill/26S0751/97.)

Case No. 14940/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF PINETOWN HELD AT PINETOWN

**In the matter between NBS BANK LIMITED (Reg. No. 87/01384/06), Execution Creditor, and NHLANHLA WILFRED NTOMBELA, First Execution Debtor, and PINKIE NTOMBELA, Second Execution Debtor**

In pursuance of a judgment in the Court for the Magistrate of Pinetown and writ of execution dated 21 January 1997, the property listed hereunder will be sold in execution on 25 April 1997 at 10:00, at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, to the highest bidder:

Remainder of Lot 11, Atholl Heights, situated in the Borough of Westville, Administrative District of Natal, Province of KwaZulu-Natal, in extent 2 070 (two thousand and seventy) square metres.

*Postal address:* 1 Comrie Road, Westville, KwaZulu-Natal.

*Town-planning zoning:* Residential.

The following improvements are reported to be on the property, but nothing is guaranteed: A single storey brick and tile dwelling consisting of lounge, dining-room, kitchen, four bedrooms, two bathrooms, shower, two w.c.'s, entrance porch, entrance hall, TV lounge, verandah, double garage, staff room, w.c., tarmac driveway, gates, fenced concrete wall, screen walls, paved yard, burglar alarm, shutters and burglar alarm.

*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 for Pinetown. A substantial bank loan can be raised for an approved purchaser with prior approval.

Dated at Pinetown this 10th day of March 1997.

King & Associates, Attorney for Execution Creditor, Fourth Floor, NBS Centre, Hill Street, Pinetown. (Tel. 701-1561.) (Ref. Mr Jenkins/dpr/02/525.)

Case No. 5262/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and DELANTO KENNETH MADONDO, Defendant**

The following property shall be sold by the Sheriff for the Supreme Court, Inanda 2, on 21 April 1997 at 09:00, outside the entrance of the Magistrate's Court, Moss Street, Verulam, to the highest bidder without reserve:

Sub. 120 of Lot 439, Zeekoe Vallei, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 515 square metres held by Defendant under Deed of Transfer T26628/95 and having street address at 96 Kabeljou Road, Newlands East, Inanda, Durban, KwaZulu-Natal:

*2. Improvements and zoning (which are not warranted to be correct):*

2.1 The property is zoned Special Residential 180.

2.2 The following improvements have been made to the property (the nature and condition and existence of which are not guaranteed and are sold voestoots):

2.2.1 A double storey dwelling plastered brick under tile roof comprising lounge, kitchen, three bedrooms, bathroom and w.c.;

2.2.2 detached double garage.

*3. Terms:*

3.1 The sale is voestoots 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 Sheriff's charges [being 5% (five per cent) on the first R30 000 (thirty thousand rand) of the price and 3% (three per cent) on the balance, with a maximum of R7 000 (seven thousand rand) and a minimum of R260 (two hundred and sixty rand)] (plus VAT payable thereon) in cash or by bank or bank-guaranteed cheque on conclusion of the sale;

3.3 the full conditions of sale may be inspected at the office of the Sheriff, Inanda 2, Suite 7, Foresum Centre, 314 Old Main Road, Tongaat, 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 17th 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.2138/D11.)

## Case No. 1516/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER TUGELA HELD AT STANGER

**In the matter between CLEMENT INVESTMENTS (PTY) LTD, Plaintiff, and V. Y. PADAYACHEE, Defendant**

In pursuance of a judgment granted on 5 August 1996 in the Court of the Magistrate, Stanger, and under a warrant of execution issued thereafter, the immovable property listed hereunder shall be sold in execution to the highest bidder on 24 April 1997 at 10:00, at Maritime House, Eighth Floor, 1 Salmon Grove, Durban:

*Description:* A unit consisting of:

(a) Section 23 as shown and more fully described in Sectional Plan SS371/1984, in the scheme known as Ana Capri, in respect of the land and building or buildings situated in the City of Durban, Administrative of Natal, Province of KwaZulu-Natal, of which section the floor area according to the section plan is 44 (forty-four) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST6595/1991.

Nothing is guaranteed in respect of the above.

*Material conditions of sale:*

1. The property shall be sold as it stands i.e. voetstoots.

2.1 The purchaser (other than the Execution Creditor) shall pay a deposit of 10% (ten per cent) of the purchase price and the Sheriff's commission in cash or by bank-guaranteed cheque immediately the property is knocked down to him;

2.2 The balance of the purchase price is payable against registration of transfer and is to be secured by a bank or building society guarantee to be approved by the Execution Creditor's attorneys and to be furnished to the Sheriff of the Court within fourteen (14) days after the date of sale.

3. The full conditions of sale may be inspected at the offices of the Sheriff of the Magistrate's Court, Durban Central.

Dated at Stanger on this 4th day of March 1997.

Sham & Meer, Execution Creditor's Attorneys, First Floor, Beesham Centre, 140 Rood Street, Stanger. (Ref. Mr Meer:RN: S1655.)

## Case No. 3710/94

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF LOWER UMFOLOZI HELD AT EMPANGENI

**In the matter between THE MUNICIPALITY OF RICHARDS BAY, Plaintiff, and C. SCHMAHL, Defendant**

In pursuance of a judgment granted on 22 September 1994 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 22 April 1997 at 11:00 at the steps of the Magistrate's Court, Empangeni:

1. (a) *Deeds office description:* Lot 11270, Richards Bay (Extension 26) (1 454 square metres).

1. (b) *Street address:* 1 White Eye Way, Birdwood, Richards Bay.

1. (c) *Improvements* (not warranted to be correct): The main building consists of three bedrooms, double story dwelling with lounge, dining-room, family room, kitchen, laundry and two bathrooms/toilet. The outbuildings consists of a double garage and store-room.

1. (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, Empangeni.

3. The sale shall be by public auction to the highest bidder. Standard Bank of South Africa (the bondholder) will set a reserve price of R274 191,09.

Dated at Richards Bay this 7th day of March 1997.

Truter James de Ridder Inc., Judgment Creditor's Attorneys, Suite 9, Bateleur Park, Krugerrand, CBD, Richards Bay, c/o Truter James de Ridder Inc., 1 Lincoln's Inn, 7 Maxwell Street, Empangeni, (Ref. Mrs Zeelie/04/R538/212.)

## Case No. 8637/94

IN THE HIGH COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff, and NKOSINATHI BHEKINKOSI MTHETHWA, First Defendant, and BUSELASHI NORAH MTHETHWA, Second Defendant**

In pursuance of a judgment granted on 3 January 1995, in the Supreme Court of South Africa (Durban and Coast Local Division) and a writ of execution issued thereafter, the immovable property listed hereunder will be sold in execution, by public auction, to the highest bidder for cash by the Sheriff of the Supreme Court, Umlazi, at the main south entrance of the Umlazi Magistrate's Court, near the national flag post on 11 April 1997 at 12:00, or so soon thereafter as possible:

*Address of dwelling:* AA34 Umlazi.

*Description:* Ownership Unit AA34, situated in the Township of Umlazi, District of Umlazi, in extent 740 (seven hundred and forty) square metres.

*Improvements:* A brick and block plastered dwelling-house consisting of six bedrooms, bathroom, kitchen, dining-room, lounge and asbestos roof.

*Material conditions:*

1. Nothing in the above is guaranteed.
2. The sale shall be subject to the terms and conditions of the Supreme Courts Act, and the rules made thereunder.
3. The purchaser shall pay a deposit of ten per cent (10%) of the purchase price and the commission plus VAT due to the Sheriff of the Supreme Court (hereinafter referred to as the Sheriff) immediately after the sale or such extended period as may be agreed with the Sheriff and the balance against transfer to be secured by a bank or building society guarantee, to be approved by the Execution Creditor's attorneys, to be furnished to the Sheriff within twenty-one (21) days after the date of sale.
4. The purchaser shall be liable for payment of interest to the Execution Creditor at the rate of 15,25% (fifteen comma two five per cent) per annum on the respective amounts of the award to the Execution Creditor on the plan of distribution as from the date of the sale to date of transfer.
5. The property is to be sold as it stands, that is voetstoots, and without any warranties whatsoever.

The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, Block C, Room 4, V1030, Umlazi.

Dated at Durban this 26th day of February 1997.

Mooney Ford & Partners, Execution Creditor's Attorneys, Seventh Floor, Permanent Building, 343 Smith Street, Durban.  
(Ref. J. P. Cox/MC/F1284.)

Case No. 7059/96

IN THE SUPREME COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between N B S BANK LIMITED, Plaintiff, and NO. 6 OCEAN HEIGHTS CC, First Defendant, and  
KENNETH CLIVE HARRIS, Second Defendant**

In pursuance of a judgment in the Supreme Court of South Africa (Durban and Coast Local Division) dated 14 January 1997, the following immovable property belonging to the above-named Defendants, will be sold in execution on 18 April 1997 at 10:00, at the front entrance to the Magistrate's Court Building, at Couper Street, Stanger, to the highest bidder for cash, without reserve:

(1) A unit consisting of:

(a) Section 6, as shown and more fully described on Sectional Plan SS301/94, in the scheme known as OCEAN HEIGHTS, in respect of the land and building or buildings situated at Ballito, of which the floor area, according to the said sectional plan, is 138 (one hundred and thirty-eight) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by the First Defendant under Deed of Transfer ST11000/94.

(2) A unit consisting of:

(a) Section 29, as shown and more fully described on Sectional Plan SS301/1994, in the scheme known as OCEAN HEIGHTS, in respect of the land and building or buildings situated at Ballito, of which the floor area, according to the said sectional plan, is 20 (twenty) square metres in extent; and

(b) an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held by the First Defendant under Deed of Transfer ST11000/94.

The following information relating to the property is furnished but not guaranteed in any way:

1. The property is situated at Flat 6, Ocean Heights, 5 Dolphin Crescent, Ballito.
2. The property is a flat consisting of combined lounge/dining-room, open-plan kitchen, three bedrooms (one with en-suite), bathroom with bath, shower, toilet, basin and a front verandah. Accompanying the property is a single garage in under cover parking area.

3. The conditions of sale may be inspected at the offices of the Sheriff, Stanger, 116 Couper Street, Stanger, and at the offices of Thorpe & Hands, Suite 2522, 320 West Street, Durban, Natal, during normal office hours.

Dated at Durban this 5th day of March 1997.

Thorpe & Hands, Plaintiff's Attorney, Suite 2522, 320 West Street, Durban. (Ref. KW/pa/N359/084.)

Case No. 5190/93

IN THE HIGH COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and  
BYRNE HAROLD GALTREY, Defendant**

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division) under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at the front entrance to the Magistrate's Court, 22 Chancery Lane, Pinetown, on Friday, 25 April 1997 at 10:00:

*Description:* Sub. 3 of Consolidated Lot 36, Winston Park, situated in the Township of Gillitts, and in the Pinetown Regional Water Services Area, Administrative District of Natal, in extent one comma five nine nought three (1,5903) hectares, held under Deed of Transfer T20239/80.

*Physical address:* 36 Reservoir Road, Winston Park, Natal.

*Zoning:* Residential.

The property consists of the following: Brick under tile roof dwelling comprising of four bedrooms with main en-suite (built-in cupboards), bathroom with toilet, lounge, dining-room, kitchen, laundry and study room. The outbuildings comprise of double garage, two servants' quarters, workshop, two store-rooms, garden shed and a tarred driveway. There is also 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, 2 Samkit Centre, 62 Caversham Road, Pinetown, Natal.

Dated at Durban this 28th day of February 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.6743/sa.)

Case No. 7493/96

IN THE HIGH COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and LALJITH RAMPERSHAD,  
First Defendant, and RAICAKUMARI RAMPERSHAD, Second Defendant**

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at Eighth Floor, Maritime House, 1 Salmon Grove, Durban, on Thursday, 24 April 1997 at 10:00:

*Description:* Sub. 2 of Lot 927 Sea View, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 1 021 (one thousand and twenty-one) square metres, held by Deed of Transfer T14515/91.

*Physical address:* 15 Buller Road, Montclair, Natal.

*Zoning:* Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. *Outbuildings:* Garage, servants' quarters, toilet, shower and laundry.

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, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 24th day of February 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S. 10676/nf.)

Case No. 6057/96

IN THE HIGH COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF S.A. LIMITED, Plaintiff, and BENJAMIN THULANI MNYANDU, First Defendant, and SIBONGILE ELIZABETH MNYANDU, Second Defendant**

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at Eighth Floor, Maritime House, 1 Salmon Grove, Durban, on Thursday, 24 April 1997 at 10:00:

*Description:* Lot 2320, Lamontville, situated in the City of Durban, Administrative District of Natal, Province of KwaZulu-Natal, in extent 968 (nine hundred and sixty-eight) square metres, held under Deed of Transfer TL266/95.

*Physical address:* 5461 Bhubesi Road, Lamontville, Natal.

*Zoning:* Special Residential.

The property consists of the following: Single storey brick under tile roof dwelling comprising lounge, kitchen, two bedrooms, bathroom and toilet.

Nothing in this regard is guaranteed.

1. The sale shall be subject to the terms and conditions of the Supreme Court Act, and the rules made thereunder.
2. The purchaser shall pay a deposit of 10% (ten per cent) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.
3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 24th day of February 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.10496/nf.)

Case No. 6063/96

IN THE HIGH COURT OF SOUTH AFRICA  
(Durban and Coast Local Division)

**In the matter between THE STANDARD BANK OF SOUTH AFRICA LIMITED, Plaintiff, and GERRIT RONALD MOYSE, Defendant**

In pursuance of a judgment granted in the Supreme Court of South Africa (Durban and Coast Local Division), under writ of execution issued thereafter, the immovable property listed hereunder will be sold to the highest bidder without reserve at Eighth Floor, Maritime House, 1 Salmon Grove, Durban, on Thursday, 24 April 1997 at 10:00:

*Description:* Section 12, as shown and more fully described on Sectional Plan SS32/1978 in the scheme known as Wild Figtree Close 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 96 (ninety-six) square metres in extent, and an undivided share in the common property in the scheme apportioned to the said section in accordance with the participation quota as endorsed on the said sectional plan, held under Deed of Transfer ST5753/95.

*Physical address:* 12 Wild Figtree Close, 127 Montclair Road, Montclair, Natal.

*Zoning:* Special Residential.

The property consists of the following: Duplex comprising entrance hall, lounge, dining-room, kitchen, three bedrooms, bathroom and two toilets. *Outbuildings:* 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 centum) of the purchase price and the auctioneer's commission in cash immediately after the sale and the balance against transfer to be secured by a bank or building society guarantee, to be furnished to the Plaintiff's attorneys within 14 (fourteen) days after the date of sale, to be approved by the Plaintiff's attorneys.

3. Transfer shall be effected by the attorneys for the Plaintiff and the purchaser shall pay all transfer dues, including transfer duty, current and/or arrear levies/rates and/or value added tax and other necessary charges to effect transfer upon request by the sale attorneys.

4. The full conditions of sale may be inspected at the offices of the Sheriff of the Supreme Court, 101 Lejaton, 40 St George's Street, Durban, Natal.

Dated at Durban this 24th day of February 1997.

Goodrickes, Plaintiff's Attorneys, 28th Floor, 320 West Street, Durban, 4001. (Ref. Mr J. A. Allan/S.10494/nf.)

## ORANGE FREE STATE ORANJE-VRYSTAAT

Saak No. 3622/96

IN DIE HOËRHOF VAN SUID-AFRIKA  
(Oranje-Vrystaatse Provinsiale Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en S. J. BUILDING CONSTRUCTION BK, Eerste Verweerder, en  
SEITSIRO JOHANNES MALOLEKA, Tweede Verweerder**

Ten uitvoering van 'n vonnis van die Hoërhof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling), sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind voor die Landdroskantoor, Phuthaditjhaba, op Vrydag, 25 April 1997 om 10:00, naamlik:

Eenaarseenheid 2179, geleë in die dorp Phuthaditjhaba, distrik Witsieshoek, Oranje-Vrystaat, groot 646 m<sup>2</sup>, gehou deur Tweede Verweerder kragtens Grondbrief 19/81/127 met Algemene Plan BA34/1969.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie.

*Verbeterings bestaan uit:* 'n Woonhuis met sitkamer, eetkamer, vier slaapkamers, kombuis, dubbel badkamer, enkel motorhuis, bediendekamer met slaapkamer en kombuis.

*Terme:* Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balu betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 14 (veertien) dae na die datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

*Voorwaardes:* Die verkoopvoorwaardes is ter insae in my kantoor te Southeystraat 29A, Harrismith, gedurende kantoorure. Balju vir die distrik Harrismith, Southeystraat 29A, Harrismith.

D. J. Nortier, Prokureur vir Eiser, Naudes, Trustfouteingebou, St Andrewstraat 151, Bloemfontein.

Saak No. 7661/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen NEDCOR BANK BPK., Eiser, en MOTLALEPULA ANDRIES LICHABA  
(Gebore op 1 Januarie 1952), Verweerder**

Ingevolge 'n vonnis gelewer op 18 Februarie 1997 in die Bloemfontein Landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop deur Ellenberger & Kahts Afslaers op 9 Mei 1997 om 10:00, te Landdroshof, Peetlaan-ingang, Bloemfontein, aan die hoogste bieder:

*Beskrywing:* Erf 16401, Mangaung, Bloemfontein, groot 246 (tweehonderd ses-en-veertig) vierkante meter, gehou kragtens Akte van Transport TL14077/1990.

*Straatadres:* 16401, Mangaung, Bloemfontein.

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 Bloemfontein-Oos.

Gedateer te Bloemfontein op hierdie 14de dag van Maart 1997.

N. Viljoen, vir Hill, McHardy & Herbst, Eiser of Eiser se Prokureur, Elizabethstraat 23, Bloemfontein, 9301 (Posbus 93).  
[Tel. (051) 4472171.] (Verw. N. Viljoen/Grace/C00926.)

Case No. 20166/96

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF BLOEMFONTEIN HELD AT BLOEMFONTEIN

**In the matter between ABSA BANK LIMITED, Plaintiff, and JOHANNES LODEWYK VAN SOELEN PIETERSE, Defendant**

In execution of a judgment of the above Honourable Court in the above suit, a sale without reserve will be held at 69 Paul Roux Street, Dan Pienaar, Bloemfontein, on Friday, 25 April 1997 at 12:45, on conditions to be read by the auctioneer at the time of the sale of the following property of the Defendant to wit:

Certain Erf 6024, District of Bloemfontein, known as 69 Paul Roux Street, Dan Pienaar, Bloemfontein, held by the Defendant in terms of Deed of Transfer T9491/85, with improvements thereon.

**Terms:** The purchaser shall pay 10% (ten per centum) of the purchase price immediately after the sale, to the Sheriff, the balance to be secured by a bank or building society guarantee within 14 (fourteen) days after the sale.

**Improvements:** Dwelling-house comprising entrance hall, lounge, dining-room, living-room, study, kitchen, scullery, six bedrooms, two bathrooms including shower and toilet, two garages, storeroom, servant's room and toilet.

**Conditions:** The conditions of sale may be inspected at the Sheriff's office during office hours.

Dated at Bloemfontein on this 28th day of February 1997.

E. Holtzhausen, for Webbers, Attorney for Plaintiff, Third Floor, Allied House, West Burger Street, Bloemfontein.

Saak No. 110/94

IN DIE HOËRHOF VAN SUID-AFRIKA  
(Oranje-Vrystaatse Provinsiale Afdeling)

**In die saak tussen ABSA BANK BEPERK, Eiser, en HENDRIK NICOLAAS CHRISTOFFEL BOOYENS, Verweerder**

Ten uitvoering van 'n vonnis van die Hoërhof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) sal 'n verkoping met voorbehoud van die volgende eiendom van bogenoemde Verweerder plaasvind voor die Landdroshof, Bethulie, op Vrydag, 25 April 1997 om 10:00, naamlik:

Erf 216, geleë in die dorp en distrik Bethulie, bekend as Van Riebeeckstraat 7, Bethulie, groot 1 190 (eenduisend eenhonderd-en-negentig) vierkante meter, gehou kragtens Transportakte T868/93, geregistreer op 26 Januarie 1993, geregistreer in naam van Hendrik Nicolaas Christoffel Booyens en Petronella Stoffelina Johanna Booyens.

Die volgende inligting word verstrek, maar in hierdie opsig word niks gewaarborg nie: Verbeterings bestaan uit 'n half-voltooides woning met omheining.

**Terme:** Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 14 (veertien) dae na die datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die Eerste Verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

**Voorwaardes:** Die verkoopvoorwaardes is ter insae in my kantoor te Joubertstraat 5, Bethulie, gedurende kantoorure.

D. J. Nortier, vir Naudes, Prokureur vir Eiser, Trustfonteingebo, St. Andrewstraat 151, Bloemfontein; Balju vir die distrik Bethulie, Joubertstraat 5, Posbus 203, Bethulie, 9992.

Saak No. 3529/95

## IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen STELCO, Eiser, en A. COETZEE, voorheen handeldrywende as EXCELLENCE CATERING, en tans handeldrywende as ALPHA CATERING, Verweerder**

Kragtens 'n vonnis van bogemelde Agbare hof en lasbrief vir eksekusie gedateer 2 Oktober 1995, sal die ondervermelde eiendom per publieke veiling vir kontant op Vrydag, 9 Mei 1997 om 10:00, te die Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 8013, Uitbreiding 53, geleë in die stad en distrik Bloemfontein, gehou kragtens Transportakte T13171/1988, beter bekend as Lanquedocstraat 18, Bayswater, Bloemfontein, groot 1 145 (eenduisend eenhonderd vyf-en-veertig) vierkante meter.

**Die belangrikste voorwaardes van verkoping:**

(a) Die eiendom sal sonder 'n reserweprys verkoop word, maar is die verkoping onderhewig aan die goedgekeuring en bekragtiging deur die Eiser binne sewe (7) dae na die datum van die veiling.

(b) Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n aanvaarbare waarborg van 'n bank en/of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne 14 (veertien) dae na die datum van verkoping verskaf te word.

(c) Die koper sal verder verantwoordelik wees vir betaling van rente op die koopsom bereken teen 15,5% (vyftien komma vyf persent) per jaar vanaf datum van verkoop tot datum van betaling beide datums ingesluit. Die koper moet ook afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en alle agterstallige belastings en ander heffings en uitgawes wat nodig is om transport te laat geskied, op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju waarborg geensins enige inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Bloemfontein-Oos en/of te die prokureurs van die Eiser te Symington & De Kok, Voortrekkerstraat 169, Bloemfontein.

Geteken te Bloemfontein op hierdie 6de dag van Maart 1997.

De B. Human, vir Symington & De Kok, Prokureur vir Eiser, Voortrekkerstraat 169, Bloemfontein.

Saak No. 342/96

IN DIE LANDDROSHOF VIR DIE DISTRIK ZASTRON GEHOU TE ZASTRON

**In die saak tussen FIDELITY BANK, Eiser, en JACOBUS ALBERTUS McPHERSON, Verweerder**

Kragtens 'n vonnis van bogemelde Agbare Hof en lasbrief vir eksekusie sal die ondervermelde eiendom per publieke veiling vir kontant, op Vrydag, 25 April 1997 om 12:00, te die Landdroskantoor, Zastron, aan die hoogste bieder, verkoop word, naamlik:

Sekere Watererf 375, geleë in die dorp en distrik Zastron, beter bekend as Voortrekkerstraat 16, Zastron, gehou kragtens Transportakte T3575/86, groot 2141 (tweeduisend eenhonderd een-en-veertig) vierkante meter, bestaande onder andere uit: 'n Woonhuis met twee slaapkamers, sitkamer, kombuis, badkamer en motorhuis.

*Die belangrikste voorwaardes van verkoping:*

(a) Die eiendom sal sonder 'n reserweprys verkoop word, maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser binne sewe (7) dae na die datum van die veiling.

(b) Die koper moet 'n deposito van 10% (tien persent) van die koopprys in kontant op die dag van verkoping betaal, die balans betaalbaar teen transport en verseker te word deur 'n aanvaarbare waarborg van 'n bank en/of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne veertien (14) dae na die datum van verkoping verskaf te word.

(c) Die koper sal verder verantwoordelik wees vir betaling van rente op die koopsom bereken teen 19,4% (negentien komma vier persent) per jaar vanaf datum van verkoop tot datum van betaling beide datums ingesluit. Die koper moet ook afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en alle agterstallige belastings en ander heffings en uitgawes wat nodig is om transport te laat geskied, op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of die Balju waarborg geensins enige inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, Aliwal-Noord en/of te die prokureurs van die Eiser te Symington & De Kok, Voortrekkerstraat 169, Bloemfontein.

Geteken te Bloemfontein op hierdie 18de dag van Maart 1997.

De B. Human, vir Symington & De Kok, Prokureur vir Eiser, Voortrekkerstraat 169, Bloemfontein.

Saak No. 20559/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen ABSA BANK BEPERK, handeldrywende as TRUSTBANK, Eiser, en COENRAD CHRISTOFFEL JOHANNES VAN HEERDEN, Verweerder**

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 20 November 1996 en 'n lasbrief vir eksekusie uitgereik teen Verweerder, sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes wat ten tye van die verkoping deur die Geregsbode van die Hof voorgelees word, te die perseel geleë te die Landdroskantoor, Bloemfontein (Peetlaan-ingang), op Vrydag, 25 April 1997 om 10:00, naamlik:

Sekere Erf 13760, geleë in die stad en distrik Bloemfontein, groot 1 256 (een twee vyf ses) vierkante meter, gehou kragtens Transportakte T6323/1987.

'n Drieslaapkamerwoning met twee badkamers, eetkamer, sitkamer, gesinskamer, kombuis, motorhuis, motorafdak, bediendekamer, swembad en kleedkamer, beter bekend as Altonasingel 5, Fichardtpark, Bloemfontein, onderhewig aan die voorwaardes soos daarin uiteengesit.

**Terme:** Die koper sal na afloop van die veiling 10% (tien persent) van die koopsom en afslaersgelde in kontant aan die Geregsbode van die Hof betaal, en sekuriteit stel vir die balans van die koopsom by wyse van lewering van 'n aanvaarbare bank- of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

**Voorwaardes:** Volledige verkoopvoorwaardes sal ter insae lê ten kantore van die Balju van die Geregsbode en E. G. Cooper & Seuns Ingelyf, Cooperhuis, St Andrewstraat 157, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein op hierdie 13de dag van Maart 1997.

E. G. Cooper & Seuns Ingelyf, Cooperhuis, St Andrewstraat 157, Bloemfontein. [Tel. (051) 447-3374.]

**Saak No. 15721/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN**

**In die saak tussen ABSA BANK BEPERK, handeldrywende as TRUSTBANK, Eiser, en  
FRANCOIS THERON VAN DER BERG, Verweerder**

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 12 September 1996 en 'n lasbrief vir eksekusie uitgereik teen Verweerder sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes wat ten tye van die verkoping deur die Geregsbode van die Hof voorgelees word, te die perseel geleë te die Landdroskantoor, Bloemfontein (Peetlaan-ingang), op Vrydag, 25 April 1997 om 10:00, naamlik:

Sekere Plot 3, Ednau Kleinplase, geleë in die plaaslike gebied van Bainsvlei, distrik Bloemfontein, groot 4,2827 (vier komma twee agt twee sewe) hektaar, gehou kragtens Akte van Transport 460/1984 en onderworpe aan sekere serwitute soos daarin vermeld, bovermelde eiendom is 'n onverbeterde eiendom, onderhewig aan die voorwaardes soos daarin uiteengesit.

**Terme:** Die koper sal na afloop van die veiling 10% (tien persent) van die koopsom en afslaersgelde in kontant aan die Geregsbode van die Hof betaal, en sekuriteit stel vir die balans van die koopsom by wyse van lewering van 'n aanvaarbare bank- of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

**Voorwaardes:** Volledige verkoopvoorwaardes sal ter insae lê ten kantore van die Balju van die Geregsbode en E. G. Cooper & Seuns Ingelyf, Cooper Huis, St Andrewstraat 157, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein op hierdie 13de dag van Maart 1997.

E. G. Cooper & Seuns Ingelyf, Cooper Huis, St Andrewstraat 157, Bloemfontein. [Tel. (051) 447-3374.]

**Saak No. 7073/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN**

**In die saak tussen ABSA BANK BPK handeldrywende as TRUSTBANK, Eksekusieskuldeiser,  
en PETRUS JACOBUS GEYER, Eksekusieskuldenaar**

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 21 Julie 1995 en 'n lasbrief vir eksekusie uitgereik teen Verweerder, sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes as wat ten tye van die verkoping voorgelees word deur die Balju, Bloemfontein-Wes, te die perseel geleë te die Landdroskantore, Bloemfontein (Peetlaan-ingang), op Vrydag, 25 April 1997 om 10:00, in die voormiddag, naamlik:

Sekere Plot 33, geleë in die dorp en distrik Bloemfontein, beter bekend as Plot 33, Mooiwater, Abrahamskraalpad, Bloemfontein. 'n Vierslaapkamerhuis met 'n kombuis, eetkamer, badkamer, twee boorgate, dam, buitekamer en 'n garage, groot 4,2827 (vier, twee agt twee sewe) hektaar, gehou kragtens Akte van Transport T2748/1988 (onderworpe aan alle terme en voorwaardes daarin uiteengesit).

**Terme:** Die koper sal onmiddellik na afloop van die veiling 10% (tien persent) van die koopsom en afslaersgelde aan die Geregsbode van die Hof betaal, in kontant, en sal sekuriteit stel vir die balans van die koopsom deur die verskaffing van 'n aanvaarbare bank- of bouverenigingwaarborg binne 'n periode van veertien (14) dae na afloop van die veiling.

**Voorwaardes:** Volledige verkoopvoorwaardes lê ter insae ten kantore van die Geregsbode van die Hof en te E. G. Cooper & Seuns, Cooperhuis, St Andrewstraat 157, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein hierdie 17de dag van Maart 1997.

Balju van die Hof, St Andrewstraat, Bloemfontein-Wes.

N. C. Oosthuizen, vir E. G. Cooper & Seuns, Posbus 27, Bloemfontein. [Tel. (051) 447-3374/8.]

Saak No. 4640/96

## IN DIE HOËRHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

**In die saak tussen ABSA BANK BEPERK handeldrywende as TRUSTBANK, Eiser, en MARGARETHA MAGDALENA RENAUD, Eerste Verweerder, en JEAN-PIERRE RENAUD, Tweede Verweerder**

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 17 Desember 1996, en 'n lasbrief vir uitwinning uitgereik teen Verweerders, sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes wat ten tye van die verkoping deur die Geregsbode van die Hof voorgelees word; te die perseel geleë te die Landdroskantoor, Bloemfontein, Peetlaan-ingang, op Vrydag, 25 April 1997 om 10:00, naamlik:

Sekere Deel 15, soos getoon en vollediger beskryf op Deelplan SS45/93 in die skema bekend as Scottpark ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, groot 59 (vyf nege) vierkante meter, gehou kragtens Transportakte ST12671/1993. 'n Tweeslaapkamerwoning met badkamer, eet- en sitkamer, kombuis en motorhuis. Beter bekend as Scottpark 16, Faurelaan, Willows, Bloemfontein, onderhewig aan die voorwaardes soos daarin uiteengesit.

**Terme:** Die koper sal na afloop van die veiling 10% (tien persent) van die koopsom en afslaersgelde in kontant aan die Geregsbode van die Hof betaal, en sekuriteit stel vir die balans van die koopsom by wyse van lewering van 'n aanvaarbare bank- of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

**Voorwaardes:** Volledige verkoopsvoorwaardes sal ter insae lê ten kantore van die Balju van die Geregsbode en E. G. Cooper & Seuns Ingelyf, Cooperhuis, St Andrewstraat 157, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein op hierdie 18de dag van Maart 1997.

Bode van die Hof, Hoërhof, Bloemfontein.

E. G. Cooper & Seuns Ingelyf, Cooperhuis, St Andrewstraat 157, Bloemfontein. [Tel. (051) 447-3374.]

Saak No. 3720/96

## IN DIE HOËRHOF VAN SUID-AFRIKA

(Oranje-Vrystaatse Provinsiale Afdeling)

**In die saak tussen ABSA BANK BEPERK handeldrywende as TRUSTBANK, Eiser, en QUINTON SEBASTIAN RAKOW, Verweerder**

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 31 Oktober 1996 en 'n lasbrief vir uitwinning uitgereik teen Verweerder, sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes wat ten tye van die verkoping deur die Geregsbode van die Hof voorgelees word, te die perseel geleë te die Landdroskantoor, Bloemfontein, Peetlaan-ingang, op Vrydag, 25 April 1997 om 10:00, naamlik:

Sekere Deel 24, soos getoon en vollediger beskryf op Deelplan SS32/1986 in die skema bekend as Rubicon, ten opsigte van die grond en gebou of geboue geleë te die dorp Langenhovenpark, Munisipaliteit Bainsvlei, distrik Bloemfontein, groot 70 (sewe nul) vierkante meter, gehou kragtens Transportakte ST8604/1994. 'n Tweeslaapkamerwoning met badkamer, eet- en sitkamer, kombuis en motorhuis. Beter bekend as Rubicon 25, Grosskopfstraat, Langenhovenpark, Bloemfontein, onderhewig aan die voorwaardes soos daarin uiteengesit.

**Terme:** Die koper sal na afloop van die veiling 10% (tien persent) van die koopsom en afslaersgelde in kontant aan die Geregsbode van die Hof betaal, en sekuriteit stel vir die balans van die koopsom by wyse van lewering van 'n aanvaarbare bank- of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

**Voorwaardes:** Volledige verkoopsvoorwaardes sal ter insae lê ten kantore van die Balju van die Geregsbode en E. G. Cooper & Seuns Ingelyf, Cooperhuis, St Andrewstraat 157, Bloemfontein, waar dit tydens kantoorure besigtig kan word.

Geteken te Bloemfontein op hierdie 18de dag van Maart 1997.

Bode van die Hof, Hoërhof, Bloemfontein.

E. G. Cooper & Seuns Ingelyf, Cooperhuis, St Andrewstraat 157, Bloemfontein. [Tel. (051) 447-3374.]

Saak No. 23913/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen ABSA BANK BEPERK, handeldrywende as TRUSTBANK, Eiser, en JOHANNES LODEWYK SCHOEMAN, Eerste Verweerder, en MARIA SUSANNA SCHOEMAN, Tweede Verweerder**

Ter uitvoering van die uitspraak en vonnis toegestaan deur hierdie Agbare Hof op 8 Januarie 1997 en 'n lasbrief vir eksekusie uitgereik teen Verweerders sal die ondervermelde eiendom per openbare veiling verkoop word aan die hoogste bieder op sodanige terme en voorwaardes wat ten tye van die verkoping deur die Geregsbode van die Hof voorgelees word; te die perseel geleë te die Landdroskantoor, Bloemfontein (Peetlaan-ingang), op Vrydag, 25 April 1997 om 10:00, naamlik:

Sekere Deel 1, soos getoon en vollediger beskryf op Deelplan SS137/1994 in die skema bekend as Soetendal, ten opsigte van die grond en gebou of geboue geleë te Bloemfontein, groot 68 (ses agt) vierkante meter, gehou kragtens Akte van Transport ST257/1994. 'n Tweeslaapkamerwoning met twee badkamers, eet- en sitkamer, kombuis, motorhuis en afdak. Beter bekend as Soetendal 1, Gardeniapark, Bloemfontein, onderhewig aan die voorwaardes soos daarin uitgesit.

**Terme:** Die koper sal na afloop van die veiling 10% (tien persent) van die koopsom en afslaersgelde in kontant aan die Geregsbode van die Hof betaal; en sekuriteit stel vir die balans van die koopsom by wyse van lewering van 'n aanvaarbare bank- of bouverenigingwaarborg binne 14 (veertien) dae na afloop van die veiling.

**Voorwaardes:** Volledige verkoopvoorwaardes sal ter insae lê ten kantore van die Balju van die Geregsbode en E. G. Cooper & Seuns Ingelyf, Cooper Huis, St Andrewstraat 157, Bloemfontein, waar dit tydens kantoorure besigtig kan word. Geteken te Bloemfontein op hierdie 13de dag van Maart 1997.

E. G. Cooper & Seuns Ingelyf, Cooperhuis, St Andrewstraat 157, Bloemfontein. [Tel. (051) 447-3374.]

Saak No. 188/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

**In die saak tussen EERSTE NASIONALE BANK VAN S.A. BEPERK, Eksekusieskuldeiser, en MASILO MATHEUS RANTAMO en MARTHA MAPABALLO RANTOMA, Eksekusieskuldenaars**

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 10 Februarie 1997, in die Landdroshof te Virginia, sal die volgende eiendom verkoop word op 25 April 1997 om 10:30, te Koperstraat 27, Saaiplaas, Virginia:

Erf 5198, geleë in die dorpsgebied Virginia, distrik Ventersburg, groot 1 010 vierkante meter, bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet. *Buitegeboue:* Enkelmotorhuis, bediendekamer en toilet.

**Voorwaardes van verkoping:**

1. Voetstoots sonder reserve.
  2. Koopprys: Deposito van 10% (tien persent) in kontant na veiling en balans tesame met rente binne 14 (veertien) dae.
  3. Verkoopvoorwaardes lê ter insae by kantore van Balju, Virginia.
- Gedateer te Virginia op hierdie 11de dag van Maart 1997.

H. Badenhorst, vir Roma Badenhorst & Seun, Atriumgebou, Unionstraat 15 (Posbus 21), Virginia, 9430.

Saak No. 138/97

IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA

**In die saak tussen EERSTE NASIONALE BANK VAN S.A. BEPERK, Eksekusieskuldeiser, en HONKI SAMSON MOTSUMI, en MAMOALO SELINA MOTSUMI, Eksekusieskuldenaar**

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 10 Februarie 1997, in die Landdroshof te Virginia, sal die volgende eiendom verkoop word op 25 April 1997 om 10:00, te Manganstraat 74, Saaiplaas, Virginia:

Erf 5103, geleë in die dorp Virginia, distrik Ventersburg, groot 796 vierkante meter, bestaande uit sitkamer, eetkamer, kombuis, drie slaapkamers, badkamer en toilet. *Buitegeboue:* Enkelmotorhuis, bediendekamer en toilet.

**Voorwaardes van verkoping:**

1. Voetstoots sonder reserve.
  2. Koopprys: Deposito van 10% (tien persent) in kontant na veiling en balans tesame met rente binne 14 (veertien) dae.
  3. Verkoopvoorwaardes lê ter insae by kantore van Balju, Virginia.
- Gedateer te Virginia op hierdie 11de dag van Maart 1997.

H. Badenhorst, vir Roma Badenhorst & Seun, Atriumgebou, Unionstraat 15 (Posbus 21), Virginia, 9430.

Saak No. 1278/96

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

**In die saak tussen ABSA BANK BEPERK (UNITED DIVISIE), Eksekusieskuldeiser, en MOTSAMAI JONAS TSILOANE (gebore 1956/10/17), Eksekusieskuldenaar**

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 17 Mei 1996, sal die ondervermelde eiendom verkoop word deur die Balju, Landdroshof, Sasolburg, op versoek van die Eksekusieskuldeiser op Vrydag, 25 April 1997 om 10:00, te die Baljukantoor, Trustbankgebou, Kamer 19, Sasolburg, Perseel 3073, Zamdela, geleë in die dorpsgebied van Sasolburg:

**Voorwaardes:**

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, en die reëls daaronder uitgevaardig, die voorwaardes bevat in die titelakte, en sal verkoop word aan die hoogste bieder sonder reserve.

2. Die koper sal aan die Balju 10% (tien persent) van die koopprys onmiddellik betaal na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van die verkoping vir die balans van die koopprys.

3. Die Eksekusieskuldeiser sal goedgegunste oorweging skenk aan die toestaan van 'n lening tot op 90% (negentig persent) van die koopprys van die eiendom aan die goedgekeurde koper en reëlings kan met die Eksekusieskuldeiser getref word voor datum van die verkoping.

4. Die straatadres van die eiendom is: Perseel 3073, Zamdela, Sasolburg.

5. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju, Landdroshof, Sasolburg, asook die kantore van mnre. A. V. Theron & Swanepoel, N. J. van der Merwesingel 13, Sasolburg, gedurende kantoorure, en sal ook uitgelees word voor die eiendom opgeveil word.

Geteken te Sasolburg op hierdie 6de dag van Maart 1997.

N. J. Dreyer, vir A. V. Theron & Swanepoel, Posbus 471, Sasolburg, 9570.

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**Saak No. 1375/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN**

**In die saak tussen H. C. DU PLESSIS, Eiser, en L. A. NOGABE, Verweerder**

Kragtens 'n vonnis en 'n lasbrief vir eksekusie word die eiendom, naamlik:

Perseel 10318, Kagisanong-woongebied (No. 228), Bloemfontein, soos aangedui op Algemene Plan 83/1981, gehou kragtens Sertifikaat van Geregistreerde Huurpag 10318/49 en Algemene Plan L83/1981, geleë te Sumindastraat 10318, Kagisanong,

in eksekusie verkoop op 18 April 1997 om 10:00, deur die Balju by die Landdroskantore, te President Brandstraat, Bloemfontein.

**Verkoopvoorwaardes:**

Die verkoping is voetstoots aan die hoogste bieder onderhewig aan die Wet op Landdroshowe, verkoopvoorwaardes en 'n 10% (tien persent) deposito word vereis.

Van Rensburgs, Standard Generalgebou, hoek van Aiiwal- en St Andrewstraat, Bloemfontein. (Tel. 430-2200.)

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**Saak No. 2568/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK VIRGINIA GEHOU TE VIRGINIA**

**In die saak tussen EERSTE NASIONALE BANK VAN S.A. BEPERK, Eksekusieskuldeiser, en NGWAKO SAMUEL MALATJI, Eksekusieskuldenaar**

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 2 Desember 1996 in die Landdroshof te Virginia, sal die volgende eiendom verkoop word op 25 April 1997 om 09:30, te Maricorylaan 113, Saaiplaas, Virginia:

Erf 5119, geleë in die dorp Virginia, distrik Ventersburg, groot 803 vierkante meter. Bestaande uit sitkamer, eetkamer, drie slaapkamers, kombuis, badkamer en toilet. Buitegeboue: Enkelmotorhuis, bediendekamer en toilet.

**Voorwaardes van verkoping:**

1. Voetstoots sonder reserwe.

2. Koopprys: Deposito van 10% (tien persent) in kontant na veiling en balans tesame met rente binne 14 (veertien) dae.

3. Verkoopvoorwaardes lê ter insae by kantore van Balju, Virginia.

Gedateer te Virginia op hierdie 11de dag van Maart 1997.

H. Badenhorst, vir Roma Badenhorst & Seun, Atriumgebou, Unionstraat 15 (Posbus 21), Virginia, 9430.

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**Saak No. 100/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK HENNINGMAN GEHOU TE HENNINGMAN**

**In die saak tussen UNITED BANK BEPERK, Eiser, en E. W. C GROENEWALD (ERASMUS), Verweerder**

Ter voldoening van 'n vonnis wat bogenoemde Vonnisiskuldeiser teen die Vonnisiskuldenaar verkry het op 1 April 1996 en ter uitvoering van 'n lasbrief vir eksekusie gedateer 1 April 1996 sal die ondergenoemde eiendom per openbare veiling verkoop word te Wilhelminastraat 85, Henningman, op Vrydag, 11 April 1997 om 10:00:

Erf 749, Henningman, groot 1 507 vierkante meter, geleë te Wilhelminastraat 85, Henningman.

*Verbeterings:* Sewe-vertrek woonhuis.

*Terme:* 10% (tien persent) van die koopsom sal betaalbaar wees by toeslaan van die bod op die koper en moet die koper 'n goedgekeurde waarborg voorsien binne 14 dae daarna. Die eiendom word voetstoots verkoop sonder enige waarborge hoegenaamd. Die verkoopvoorwaardes is by ondergetekende en die afslaer, P. J. Swart, Balju van die Landdroshof, Hennenman, verkrygbaar en sal by die afslaer ter insae lê en sal voor die verkoping deur die afslaer uitgelees word.

Geteken te Hennenman hierdie 25ste dag van Februarie 1997.

Maree, Barnard & Vennote, E M F-gebou, Steynstraat 40 (Posbus 23), Hennenman.

**Saak No. 1555/97**

**IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN**

**In die saak tussen NBS BANK BEPERK, Eiser, en JAN VILJOEN PRETORIUS N.O., Eerste Verweerder, en RENEE ALICE PRETORIUS N.O., Tweede Verweerder (in hul hoedanigheid as trustees van die Southfork Trust No TMP 2386)**

Geliewe kennis te neem dat uit hoof van/kragtens 'n vonnis van die Landdroshof, Bloemfontein, en kragtens 'n lasbrief gedateer 12 Februarie 1997, sal die volgende eiendom van die Verweerders per publieke veiling vir kontant op Vrydag, 25 April 1997 om 10:00 te die Peetlaan-ingang tot die Landdroshof, Bloemfontein, aan die hoogste bieder verkoop word, naamlik:

Plot 9, Rayton-kleinplase, geleë in die munisipaliteit van Bainsvlei, distrik Bloemfontein, groot 4,2827 hektaar, gehou kragtens Transportaktes T115/94.

*Die eiendom bestaan onder andere uit die volgende:* Sitkamers, eetkamer, studeerkamer, kombuis, spens, TV-kamer, opwasplek, vier slaapkamers, twee badkamers, twee storte, twee motorhuise, stoor, swembad en twee boorgate en pompstelsel.

*Die belangrikste voorwaardes van verkoping:*

(a) Die eiendom sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

(b) Die koper moet 'n deposito van 10% (tien persent) van die koopprijs kontant op die dag van die verkoping betaal en die balans teen transport en verseker te word deur 'n waarborg van 'n bank en/of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne veertien (14) dae na die datum van die verkoping verstrek te word.

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 22% (twee-en-twintig persent) per jaar vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastinge en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonnisskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, en/of die Eksekusieskuldeiser se prokureurs, mnre. Symington & De Kok, Voortrekkerstraat 169, Bloemfontein.

Geteken te Bloemfontein op hierdie 18de dag van Maart 1997.

P. A. C. Jacobs, vir Symington & De Kok, Prokureur vir Eiser, Voortrekkerstraat 169, Bloemfontein.

**Case No. 752/97**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM**

**In the matter between ABSA BANK LIMITED (UNITED), Plaintiff, and  
ROBERT HECTOR IANDHU MCPHEE CHANCELLOR-MADDISON, Defendant**

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 24 February 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 2 May 1997 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 929, situated in the City Welkom (St Helena), District Welkom, measuring 1 575 (one thousand five hundred and seventy-five) square metres, held by the Defendant by Virtue of Deed of Transfer T2527/1990, known as 2 Kok Street, St Helena, Welkom.

*Improvements:* Residential property with entrance hall, lounge, kitchen, four bedrooms, bathroom and toilet.  
*Outbuildings:* Garage, carport, servant's quarters, toilet and laundry (none of which are guaranteed).

*Terms:*

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days after the date of the 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 11th day of March 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/UN459.)

**Case No. 16456/96**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM**

**In the matter between ABSA BANK LIMITED (ALLIED), Plaintiff, and MOLIFI WALTER DIKGOLE, First Defendant, and THOKO WINNIEFRED DIKGOLE, Second Defendant**

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 27 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 2 May 1997 at 11:00, at the Magistrate's Court, Tulbach Street, Welkom, namely:

Certain Erf 11838, Thabong, District Welkom, measuring 402 (four hundred and two) square metres, held by the Defendants by Virtue of Deed of Transfer TL11602/1991, known as 11838 Thabong, District Welkom.

*Improvements:* Residential property with lounge, kitchen, two bedrooms and bathroom. *Outbuildings:* None (none of which are guaranteed).

*Terms:*

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days after the date of the 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 13th day of March 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/AL1134.)

Case No. 812/97

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

**In the matter between ABSA BANK LIMITED (UNITED), Plaintiff, and SYBRAND JOHANNES LABUSCHAGNE, First Defendant, and HESTER JOHANNA LABUSCHAGNE, Second Defendant**

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 17 February 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 2 May 1997 at 11:00, at the Tulbach Street entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 666, situated in the Township of Flamingo Park, District Welkom, measuring 1 561 (one thousand five hundred and sixty-one) square metres, held by the Defendants by Virtue of Deed of Transfer T8429/1989, known as 8 Serinius Street, Flamingo Park, Welkom.

*Improvements:* Residential property with lounge, dining-room, TV-room, kitchen, three bedrooms and two bathrooms with toilets. *Outbuildings:* Garage, domestic servant's quarters and toilet (none of which are guaranteed).

*Terms:*

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 (fourteen) days after the date of the 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 13th day of March 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/UN347.)

Case No. 1013/97

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

**In the matter between ABSA BANK LIMITED (UNITED), Plaintiff, and DAVID GERHARDUS CORNLIUS VAN DER WALT, Defendant**

In pursuance of a judgment in the Court of the Welkom Magistrate's Court, granted on 17 February 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 2 May 1997 at 11:00, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 336, situated in the Township of Riebeeckstad, District of Welkom, in the Province Free State, measuring 952 (nine hundred and fifty-two) square metres, held by the Defendant by virtue of Deed of Transfer T6371/95, known as 29 Lucia Street, Riebeeckstad, District of Welkom.

*Improvements:* Improved property with: Lounge, dining-room, family room, study, kitchen, three bedrooms, bathroom with shower and toilet and bathroom with toilet. *Outbuildings:* Double garage, servants' quarters room, toilet and laundry.

*Terms:*

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's 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 11th day of March 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/UN384.)

Saak No. 1440/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

**In die saak tussen PERMANENT BANK, Eksekusieskuldeiser, en T. G. MEYER, Eerste Eksekusieskuldenaar, en A. M. E. MEYER, Tweede Eksekusieskuldenaar**

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 21 Februarie 1997, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 25 April 1997 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Erf 397, geleë te en bekend as Elderstraat 5, Riebeeckstad, Welkom, gesoneer vir woondoeleindes, groot 833 vierkante meter, gehou kragtens Transportakte T9589/95.

*Verbeterings:* Drieslaapkamerwoonhuis bestaande uit sit-/eetkamer, woonkamer, werkskamer, drie badkamers, kombuis, opwaskamer, dubbelmotorhuis en bediendekamer.

*Voorwaardes van verkoping:*

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landroshowe, 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 13de dag van Maart 1997.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels- en Smithgebou, Heerenstraat 26-28, Welkom.

Saak No. 1547/97

IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

**In die saak tussen PERMANENT BANK, Eksekusieskuldeiser, en D. T. VAN ROOYEN, Eerste Eksekusieskuldenaar, en A. I. VAN ROOYEN, Tweede Eksekusieskuldenaar**

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 20 Februarie 1997, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 25 April 1997 om 11:00, te die Tulbaghstraat-ingang van die Landdroskantoor, Welkom:

Erf 210, geleë te en bekend as Jangriemoapstraat 31, Naudeville, Welkom, gesoneer vir woondoeleindes, groot 835 vierkante meter, gehou kragtens Transportakte T1631/96.

*Verbeterings:* Drieslaapkamerwoonhuis bestaande uit sit-/eetkamer, kombuis, badkamer, motorhuis en bediendekamer.

*Voorwaardes van verkoping:*

1. Die eiendom sal voetstoots verkoop word aan die hoogste bieder onderhewig aan die bepalings van die Wet op Landroshowe, 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 13de dag van Maart 1997.

J. M. Pretorius, vir Wessels & Smith, Prokureurs vir Eksekusieskuldeiser, Eerste Verdieping, Wessels- en Smithgebou, Heerenstraat 26-28, Welkom.

Saak No. 3303/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BETHLEHEM GEHOU TE BETHLEHEM

In die saak tussen **EERSTE NASIONALE BANK BEPERK, handeldrywende as WESBANK, Vonnisskuldeiser, en mnr. BALANGANANI SIMON NEGOVHA, Vonnisskuldenaar**

Ingevolge 'n vonnis gelewer op 29 Augustus 1996 in die Bethlehem-landdroshof, en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 9 Mei 1997 om 12:00, voor die hoofingang van die Landdroshof, Hoogstraat, Bethlehem, deur die Balju, aan die persoon wat die hoogste aanbod maak, naamlik:

*Beskrywing:* Perseel 7131, Bohlokong, Bethlehem, groot tweehonderd agt-en-dertig (238) vierkante meter, gehou kragtens Titelakte TL11593/92.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit sink plakkershut en fondasies vir nuwe huis.

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 Hoogstraat, Posbus 1123, Bethlehem, 9701.

Gedateer te Bethlehem op hierdie 18de dag van Maart 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 Z34785.)

Saak No. 295/95

IN DIE LANDDROSHOF VIR DIE DISTRIK LADYBRAND GEHOU TE LADYBRAND

In die saak tussen **KLEINSAKE ONTWIKKELINGSKORPORASIE BEPERK, Eiser, en MOEKETSE RICHARD MOLAOLI, Verweerder**

Ten uitvoering van 'n vonnis en ingevolge 'n lasbrief vir eksekusie teen goedere uitgereik in hierdie Agbare Hof deur die Eksekusieskuldeiser se prokureurs op 25 Februarie 1997, sal die volgende goedere in eksekusie verkoop word deur die Balju vir die Landdroshof, Ladybrand, op 19 Mei 1997 om 11:00, te die Landdroshof, Ladybrand, aan die hoogste bieder vir kontant:

Die Eksekusieskuldenaar se Erf 181, Uitbreiding 1, geleë in die dorp Manyatseng, distrik Ladybrand, provinsie Vrystaat.

*Terme:*

1. 'n Deposito van 10% (tien persent) van die koopprijs is betaalbaar in kontant op datum van verkoping.
2. Vir die balanskoopprijs moet 'n goedgekeurde bank- of bougenootskapwaarborg, binne 14 (veertien) dae na datum van verkoping gelewer word.

Die verkoopvoorwaardes lê ter insae by die kantoor van die Balju vir die Landdroshof, distrik Ladybrand, gedurende kantoorure.

Balju vir die Landdroshof, Ben Smit, Posbus 87, Ladybrand.

Mnr. I. Maré, vir Buys & Maré, Kerkstraat 14C (Posbus 409), Ladybrand. (Verw. I. Maré/es/A/S354.)

Saak No. 2599/96

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

In die saak tussen **ABSA BANK BEPERK (UNITED DIVISIE), Eksekusieskuldeiser, en SIMON LEKHOTLA MASEKO (ID: 6403185261088), Eerste Eksekusieskuldenaar, en MODIEHI MAGDALINAH MASEKO (ID: 6403190582088), Tweede Eksekusieskuldenaar**

Ten uitvoerlegging van die vonnis hierin toegestaan en die daaropvolgende kennisgewing van beslaglegging gedateer 17 September 1996, sal die ondervermelde eiendom verkoop word deur die Balju, Landdroshof, Sasolburg, op versoek van die Eksekusieskuldeiser op Vrydag, 25 April 1997 om 10:00, te die Baljukantoor, Kamer 19, Trustbankgebou, Sasolburg:

Perseel 3140, Zamdela, geleë in die dorpsgebied Sasolburg.

**Voorwaardes:**

1. Die verkoping sal onderhewig wees aan die bepalings van die Wet op Landdroshof, No. 32 van 1944, en die reëls daaronder uitgevaardig, die voorwaardes bevat in die titelakte, en sal verkoop word aan die hoogste bieder sonder reserwe.
  2. Die koper sal aan die Balju 10% (tien persent) van die koopprys onmiddellik betaal na die ondertekening van die verkoopvoorwaardes en hom ook voorsien van 'n bank- of bouverenigingwaarborg binne 14 (veertien) dae vanaf datum van die verkoping vir die balans van die koopprys.
  3. Die Eksekusieskuldeiser sal goedgunstige oorweging skenk aan die toestaan van 'n lening tot op 90% (negenig persent) van die koopprys van die eiendom aan die goedgekeurde koper en reëlins kan met die Eksekusieskuldeiser getref word voor datum van die verkoping.
  4. Die straatadres van die eiendom is: Perseel 3140, Zamdela, Sasolburg.
  5. Die volledige verkoopvoorwaardes kan ter insae geneem word by die kantoor van die Balju, Landdroshof, Sasolburg, asook die kantore van mnr. A. V. Theron & Swanepoel, N. J. van der Merwesingel 13, Sasolburg, gedurende kantoorure, en sal ook uitgelees word voor die eiendom opgeveil word.
- Geteken te Sasolburg op hierdie 26ste dag van Februarie 1997.
- N. J. Dreyer, vir A. V. Theron & Swanepoel (Posbus 471), Sasolburg, 9570.

**Saak No. 7025/96****IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM**

**In die saak tussen FIDELITY BANK, Eiser, en mnr. M. J. MATJOI, Eerste Verweerder, en  
mev. N. MATJOI, Tweede Verweerder**

Ingevolge 'n vonnis gelewer op 20 Junie 1996, in die Welkom Landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf, in eksekusie verkoop op 2 Mei 1997 om 11:00, te die Landdroskantore, Tulbach-ingang, Welkom, aan die hoogste bieder, met geen reserweprys:

**Beskrywing:** Erf 19502, geleë in die dorpsgebied Orange Grove, Thabong, distrik Welkom, groot tweehonderd-en-sestig (260) vierkante meter, gehou kragtens Akte van Transport TL1884/90.

**Straatadres:** Erf 19502, Orange Grove, Thabong, Welkom, 9460.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit 'n 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 Constantiastraat 100, Welkom, 9460.

Gedateer te Welkom op hede hierdie 3de dag van Maart 1997.

T. Wolmarans, vir Symington & De Kok, Eiser of Eiser se Prokureur, Sonleyrikamers, Heerenstraat 24 (Posbus 2175), Welkom, 9460. [Tel. (057) 353-3051.] (Verw. T. Wolmarans/bo/AF0133.)

**Saak No. 9348/95****IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM**

**In die saak tussen FIDELITY BANK BPK., Eiser, en MILTON KHUMBULENI ZONO, Eerste Verweerder, en  
PATRICIA NOPINDILE ZONO, Tweede Verweerder**

Ingevolge 'n vonnis gelewer op 12 Julie 1995, in die Welkom-landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf, in eksekusie verkoop op 2 Mei 1997 om 11:00, te die Tulbach-ingang tot die Landdroskantore, Heerenstraat, Welkom, 9460, aan die hoogste bieder, met geen reserweprys.

**Beskrywing:** Erf 23752, Thabong, Welkom, en beter bekend as 23752 Orange Grove, Thabong, Conera, Welkom, 9460, groot tweehonderd sewe-en-twintig (227) vierkante meter, gehou kragtens Akte van Transport T5271/1990.

**Straatadres:** 23752 Orange Grove, Thabong, Welkom, 9460.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit 'n 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 Constantiastraat 100, Welkom, 9460.

Gedateer te Welkom op hede hierdie 3de dag van Maart 1997.

T. Wolmarans, vir Symington & De Kok, Eiser of Eiser se Prokureur, Sonleyrikamers, Heerenstraat 24 (Posbus 2175), Welkom, 9460. [Tel. (057) 353-3051.] (Verw. T. Wolmarans/BO/AF0098.)

Saak No. 15673/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

**In die saak tussen SAAMBOU BANK, Eiser, en TSHEDISO FRANS MAPHISA, Eerste Verweerder, en PULANE ELIZABETH MAPHISA, Tweede Verweerder**

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 20 Januarie 1997, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 18 April 1997 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 23888, geleë in die dorpsgebied Thabong, distrik Welkom, groot 232 (tweehonderd twee-en-dertig) vierkante meter.

*Verbeterings:* Bestaande uit sitkamer/eetkamer, twee slaapkamers, badkamer en kombuis.

*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. 20% (twintig persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 25% (vyf-en-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 bougenootskapswaarborg.

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.

Geteken te Welkom op hierdie 25ste dag van Februarie 1997.

J. Fourie, vir Neumann Van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.

Saak No. 15674/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM

**In die saak tussen SAAMBOU BANK, Eiser, en MENA EDWARD KHETHANE, Eerste Verweerder, en KENOSEI GRACE KHETHANE, Tweede Verweerder**

Ingevolge 'n vonnis in die Landdroshof, Welkom, en 'n lasbrief vir eksekusie gedateer 14 Januarie 1997, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 18 April 1997 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 20308, geleë in die dorpsgebied Thabong, distrik Welkom, groot 301 (driehonderd-en-een) vierkante meter.

*Verbeterings:* Bestaande uit sit-/eetkamer, twee slaapkamers, badkamer met aparte toilet en kombuis.

*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. 20% (twintig persent) van die koopprys in kontant, onmiddellik na afhandeling van die veiling, en die onbetaalde balans, tesame met rente daarop bereken teen 25% (vyf-en-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 bougenootskapswaarborg.

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.

Geteken te Welkom op hierdie 25ste dag van Februarie 1997.

J. Fourie, vir Neumann van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.

Saak No. 14876/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen NBS BANK BEPERK, Eiser, en TSELISO EDWIN TSHUBANE, Verweerder**

Uit kragte van 'n vonnis van die Landdroshof vir die distrik Bloemfontein en kragtens 'n lasbrief gedateer 27 Augustus 1996, sal die volgende eiendom van die Verweerder per publieke veiling vir kontant op Vrydag, 25 April 1997 om 10:00, te die Peetlaan-ingang tot die Landdroshof aan die hoogste bieder verkoop word, naamlik:

Sekere Erf 16810, Uitbreiding 111, geleë in die stad en distrik Bloemfontein, groot 1 575 vierkante meter, gehou kragtens Akte van Transport T5879/1993.

Die eiendom bestaan onder andere uit die volgende: Drie slaapkamers, sitkamer, eetkamer, kombuis, twee badkamers, stort, twee toilette, bediendetoilet, TV-kamer, studeerkamer, spens en swembad.

Die belangrikste voorwaardes van verkoping:

(a) Die eiendom sal sonder 'n reserweprys verkoop word maar is die verkoping onderhewig aan die goedkeuring en bekragtiging deur die Eiser en wel binne sewe (7) dae na datum van veiling.

(b) Die koper moet 'n deposito van 10% (tien persent) van die koopprys kontant op die dag van die verkoping betaal en die balans teen transport en verseker te word deur 'n waarborg van 'n bank en/of bougenootskap wat deur die Eiser se prokureurs goedgekeur is, die waarborg aan die Balju binne veertien (14) dae na die datum van die verkoping verstrek te word.

(c) Die koper sal verder verantwoordelik wees vir betaling van rente aan Eiser bereken teen 21,25% (een-en-twintig komma twee vyf persent) per jaar vanaf datum van die veiling tot datum van transport, beide datums ingesluit. Die koper moet ook afslaaersgelde op die dag van die verkoping betaal en ook hereregte, transportkoste en agterstallige belastings en ander uitgawes en heffings wat nodig is om transport te laat geskied op versoek van die prokureurs van die Vonniskskuldeiser.

(d) Die Eksekusieskuldeiser en/of Eksekusieskuldeiser se prokureur en/of Balju, en waarborg geensins enige van die inligting hierin vermeld.

Die verkoopvoorwaardes is ter insae by die kantore van die Balju, en/of per adres die Eksekusieskuldeiser se prokureurs, mnre. Symington & De Kok, Voortrekkerstraat 169, Bloemfontein.

Geteken te Bloemfontein op hierdie 25ste dag van Maart 1997.

P. A. C. Jacobs, vir Symington & De Kok, Prokureurs vir Eiser, Voortrekkerstraat 169, Bloemfontein.

**Saak No. 51/96**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK TROMPSBURG GEHOU TE TROMPSBURG

**In die saak tussen EERSTE NASIONALE BANK VAN S.A. BEPERK, Vonniskskuldeiser, en  
S. J. BEKKER, Vonniskskuldenaar**

Ingevolge 'n vonnis gelewer op 4 November 1996, in die Trompsburg-landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 25 April 1997 om 11:00, te die Landdroshof, Trompsburg, aan die hoogste bieder, met geen reserweprys:

**Beskrywing:** Erf 47, 'n Winkelkompleks bestaande uit twee groot vertrekke, kleinvertrek (gewoonlik haarsalon) en klein kombuisie met wasbak asook 'n woonstel bestaande uit twee slaapkamers, badkamer, kombuis, sitkamer en eetkamer. Gehou kragtens Akte van Transport T11676/95.

**Straatadres:** Voortrekkerstraat 47, Trompsburg.

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 Trompsburg, asook te Symington & De Kok, Voortrekkerstraat 169, Bloemfontein.

Gedateer te Bloemfontein op hede die 10de dag van Maart 1997.

Leon Strating, vir Symington & De Kok, Voortrekkerstraat 169, Bloemfontein, 9301; Posbus 12012, Brandhof, 9324.  
[Tel. (051) 430-2281 (Verwys: L. Strating/sk/KB909.)]

**Saak No. 2663/96**

#### IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS

**In die saak tussen ABSA BANK BEPERK, voorheen ALLIED BOUVERENIGING BEPERK, Eksekusieskuldeiser, en  
RAMOKOBO DANIEL MAINE, Eerste Eksekusieskuldenaar, en TOKELO FRANCINA MAINE, Tweede Eksekusie-  
skuldenaar**

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 3 Januarie 1997 en uitgereik in die Landdroshof te Odendaalsrus, sal die reg, titel en belang in en tot die volgende onroerende eiendom verkoop word voor die Landdroskantore, Odendaalsrus, op 18 April 1997 om 09:00:

Erf 770, Kutlwanong, distrik Odendaalsrus, provinsie Vrystaat, groot 441 (vier vier een) vierkante meter gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL1091/1988, geregistreer op 31 Maart 1988, en onderworpe aan sodanige voorwaardes as wat meer volledig sal blyk uit die genoemde Sertifikaat en Geregistreerde Toekenning van Huurpag.

**Verbeterings daarop:** Woonhuis met kombuis, sitkamer, slaapkamers, badkamer en toilet. (Ten opsigte waarvan geen waarborg gegee word nie.)

*Voorwaardes van verkoping:*

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aan die hoogste bieder en verder onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant of bankgewaarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 19% (negentien persent) per jaar vanaf 1 Oktober 1996 tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of betaling gewaarborg word binne genoemde tydperk deur 'n goedgekeurde bankwaarborg.

3. Die volle verkoopvoorwaardes wat deur die Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantore van die Balju van die Landdroshof, Odendaalsrus, nagesien word en indien die inhoud van hierdie advertensie in enige opsig verskil van die terme en voorwaardes van die genoemde verkoopvoorwaardes, sal die verkoopvoorwaardes se terme en voorwaardes voorrang geniet en van toepassing wees op die verkoop van die eiendom.

Grunow Frost & Viljoen, Prokureur vir Eiser, Viljoengebou, Odendaalstraat 51, Odendaalsrus, 9480. [Tel. (057) 4-4055/6.]

**Saak No. 2788/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS**

**In die saak tussen ABSA BANK BEPERK, voorheen ALLIED BOUVERENIGING BEPERK, Eksekusieskuldeiser, en MOOKI MORRIS MOGOTSI, Eksekusieskuldenaar**

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 9 Januarie 1997, en uitgereik in die Landdroshof te Odendaalsrus, sal die reg, titel en belang in en tot die volgende onroerende eiendom verkoop word voor die Landdroskantore, Odendaalsrus, op 18 April 1997 om 09:00:

Erf 1211, Kutlwanong, distrik Odendaalsrus, provinsie Vrystaat, groot 240 (twee vier nul) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL14157/1991 geregistreer op 11 November 1991 en onderworpe aan sodanige voorwaardes as wat meer volledig sal blyk uit die genoemde sertifikaat van geregistreerde toekenning van huurpag.

*Verbeterings daarop:* Woonhuis met kombuis, sitkamer, slaapkamers, badkamer en toilet. (Ten opsigte waarvan geen waarborg gegee word nie.)

*Voorwaardes van verkoping:*

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aan die hoogste bieder en verder onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant of bankgewaarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 19% (negentien persent) per jaar vanaf 1 November 1996 tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of betaling gewaarborg word binne genoemde tydperk deur 'n goedgekeurde bankwaarborg.

3. Die volle verkoopvoorwaardes wat deur die Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantore van die Balju van die Landdroshof, Odendaalsrus, nagesien word en indien die inhoud van hierdie advertensie in enige opsig verskil van die terme en voorwaardes van die genoemde verkoopvoorwaardes, sal die verkoopvoorwaardes se terme en voorwaardes voorrang geniet en van toepassing wees op die verkoop van die eiendom.

Grunow Frost & Viljoen, Prokureur vir Eiser, Viljoengebou, Odendaalstraat 51, Odendaalsrus, 9480. [Tel. (057) 4-4055/6.]

**Saak No. 2662/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK ODENDAALSRUS GEHOU TE ODENDAALSRUS**

**In die saak tussen ABSA BANK BEPERK, voorheen ALLIED BOUVERENIGING BEPERK, Eksekusieskuldeiser, en STEVEN SIHLESENKOSI NTIMANE, Eksekusieskuldenaar**

Ingevolge 'n vonnis en 'n lasbrief vir eksekusie gedateer 3 Januarie 1997 en uitgereik in die Landdroshof te Odendaalsrus, sal die reg, titel en belang in en tot die volgende onroerende eiendom verkoop word voor die Landdroskantore, Odendaalsrus, op 18 April 1997 om 09:00:

Erf 1210, Kutlwanong, distrik Odendaalsrus, provinsie Vrystaat, groot 240 (twee vier nul) vierkante meter, gehou kragtens Sertifikaat van Geregistreerde Toekenning van Huurpag TL183/1989 geregistreer op 1 Februarie 1989, en onderworpe aan sodanige voorwaardes as wat meer volledig sal blyk uit die genoemde sertifikaat van geregistreerde toekenning van huurpag.

*Verbeterings daarop:* Woonhuis met kombuis, sitkamer, slaapkamers, badkamer en toilet. (Ten opsigte waarvan geen waarborg gegee word nie.)

**Voorwaardes van verkoping:**

1. Die eiendom sal voetstoots en onderworpe aan die goedkeuring van die Eksekusieskuldeiser binne 7 (sewe) dae, verkoop word aan die hoogste bieder en verder onderworpe aan die bepalings van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig, en die reëls daarkragtens uitgevaardig.

2. Die koopprys sal soos volg betaalbaar wees: 'n Deposito van 10% (tien persent) van die koopprys in kontant of bankgewaarborgde tjek onmiddellik na afhandeling van die veiling en die onbetaalde balans tesame met rente op die koopprys teen 19% (negentien persent) per jaar vanaf 1 Oktober 1996 tot datum van registrasie van transport, sal binne 14 (veertien) dae betaal word of betaling gewaarborg word binne genoemde tydperk deur 'n goedgekeurde bankwaarborg.

3. Die volle verkoopvoorwaardes wat deur die Afslaer uitgelees sal word onmiddellik voor die verkoping, kan gedurende kantoorure by die kantore van die Balju van die Landdroshof, Odendaalsrus, nagesien word en indien die inhoud van hierdie advertensie in enige opsig verskil van die terme en voorwaardes van die genoemde verkoopvoorwaardes, sal die verkoopvoorwaardes se terme en voorwaardes voorrang geniet en van toepassing wees op die verkoop van die eiendom.

Grunow Frost & Viljoen, Prokureur vir Eiser, Viljoengebou, Odendaalstraat 51, Odendaalsrus, 9480. [Tel. (057) 4-4055/6.]

**Saak No. 11698/96****IN DIE LANDDROSHOF VIR DIE DISTRIK WELKOM GEHOU TE WELKOM****In die saak tussen ABSA BANK BEPERK, handeldrywende as TRUSTBANK, Eiser, en S. MINNS, Verweerder**

Ingevolge 'n vonnis in die Landdroshof, Welkom en 'n lasbrief vir eksekusie gedateer 19 November 1996, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 18 April 1997 om 11:00, voor die Landdroskantore, Tulbachstraat-ingang, Welkom:

Erf 258, Deel 11, Deelplan SS/29/1983, White Lodge, geleë in die dorpsgebied Welkom, distrik Welkom, groot 117 (een een sewe) vierkante meter.

**Verbeterings:** Bestaande uit drie slaapkamers, toilet, badkamer, sit-/eetkamer, balkon, enkelmotorhuis, geleë op grondvloer en kombuis.

**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 deposito van 10% (tien persent) van die koopprys in kontant onmiddellik na afhandeling van die veiling en die onbetaalde balans, tesame met rente daarop bereken teen 19,25% (negentien komma twee vyf persent) per jaar vanaf datum van verkoping tot datum van registrasie van transport, sal binne 21 (een-en-twintig) dae betaal word of gewaarborg word deur 'n goedgekeurde bank- of bougenootskapwaarborg.

3. Die volle verkoopvoorwaardes wat deur die afslaer uitgelees sal word, onmiddellik voor die verkoping, kan gedurende kantoorure by die kantoor van die Balju, Welkom, nagesien word.

Geteken te Welkom op hierdie 17de dag van Maart 1997.

J. J. van Rooyen, vir Neumann Van Rooyen Ingelyf, Heeren II-gebou, Heerenstraat (Posbus 4), Welkom.

**Saak No. 86/97****IN DIE LANDDROSHOF VIR DIE DISTRIK HENNENMAN GEHOU TE HENNENMAN****In die saak tussen PERMANENT BANK, Eksekusieskuldeiser, en F. DEYSEL, Eerste Eksekusieskuldenaar, en E. J. DEYSEL, Tweede Eksekusieskuldenaar**

Ingevolge 'n vonnis in die Landdroshof, Hennenman, en 'n lasbrief vir eksekusie gedateer 25 Februarie 1997, sal die volgende eiendom by wyse van openbare veiling in eksekusie verkoop word op 2 Mei 1997 om 10:00, voor die Landdroskantoor, Hennenman:

Erf 230, geleë te en bekend as Van Riebeeckstraat 16, Hennenman, gesoneer vir woondoeleindes, groot 1 327 vierkante meter, gehou kragtens Transportakte T13924/88.

**Verbeterings:** 'n Vierslaapkamerwoonhuis bestaande uit kombuis, sitkamer, eetkamer, woonkamer, toilet, badkamer, motorhuis en grasdaklapa.

**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, Hennenman, nagesien word.

Gedateer te Welkom op hierdie 17de dag van Maart 1997.

J. M. Pretorius, vir Wessels & Smith, p.a. Edeling & Immelman, Prokureurs vir Eksekusieskuldeiser, Pastoriestraat 7B (Posbus 25), Hennenman.

**Saak No. 5196/96**

**IN DIE LANDDROSHOF VIR DIE DISTRIK KOONSTAD GEHOU TE KROONSTAD**

**In die saak tussen NEDCOR BANK BEPERK, Eiser, en JOHAN KOTZE, Eerste Verweerder, en GERTRUIDA SUSANNA PETRONELLA KOTZE, Tweede Verweerder**

Ingevolge 'n vonnis gelewer op 23 Oktober 1996, in die Kroonstad-landdroshof en 'n lasbrief van eksekusie daarna uitgereik, word die eiendom hieronder beskryf in eksekusie verkoop op 24 April 1997 om 09:00, voor die ingang van die Landdroskantoor te Murraystraat, Kroonstad, aan die hoogste bieder, met geen reserweprys:

*Beskrywing:* Erf 1688, Suidrand, Kroonstad, groot (1 896) vierkante meter, gehou kragtens Akte van Transport T9677/91.

*Straatadres:* Schornbornstraat 29, Kroonstad.

Die volgende inligting word aangegee, maar is nie gewaarborg nie: Die eiendom bestaan uit woonhuis met steenmure en sinkdak, oopplan sit-, eetkamer en kombuis, slaapkamer, badkamer, motorhuis, afdakke en 'n swembad.

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 4de dag van Maart 1997.

B. C. van Rooyen, vir Grimbeek De Hart & Van Rooyen, Presidentstraat 42 (Posbus 1281), Kroonstad, 9500. [Tel. (0562) 2-5197/2-4251.] (Verw. Van Rooyen/EM/Z22026.)

**Case No. 1340/97**

**IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM**

**In the matter between ABSA BANK LIMITED (UNITED), Plaintiff, and HERMAN CILLIERS, First Defendant, and SONJA HAIDEE CILLIERS, Second Defendant**

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 24 February 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 2 May 1997 at 11:00, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 1364, situated in the Township of Riebeeckstad, District of Welkom, measuring 2 082 (two thousand and eighty-two) square metres, held by the Defendants by virtue of Deed of Transfer T5250/1989, known as 38 Jasons Way, Riebeeckstad, District of Welkom.

*Improvements:* Unimproved property.

*Terms:*

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the date of the sale.

2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.

3. The property shall be sold voetstoots to the highest bidder.

4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 11th day of March 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/UN461.)

Case No. 1342/97

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

**In the matter between ABSA BANK LIMITED (UNITED), Plaintiff, and VUYISILE ALFRED CHOKO, Defendant**

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 24 February 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 2 May 1997 at 11:00, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely:

Certain Subdivision 5 of Erf 5830, situated in the Township of Riebeeckstad, District of Welkom, measuring 680 (six hundred and eighty) square metres, held by the Defendant by virtue of Deed of Transfer T17124/1994, known as 2D Bonn Crescent, Riebeeckstad, District of Welkom.

*Improvements:* Residential property with lounge, dining-room, kitchen, three bedrooms, bathroom and toilet. *Outbuildings:* Carport and toilet (none of which are guaranteed).

*Terms:*

1. The purchase price is payable as follows:
  - 1.1 10% (ten per cent) thereof on the day of the sale; and
  - 1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 days after the date of the sale.
2. The sale shall in all respects be governed by the applicable provisions of the Magistrates' Courts Act of 1944, as amended, and the rules promulgated thereunder.
3. The property shall be sold voetstoots to the highest bidder.
4. The purchaser shall be liable for and shall pay to the Plaintiff's conveyancers on request, the fees of the Messenger of Court for acting as auctioneer and all amounts necessary to obtain transfer of the property, including stamp duty, the costs of transfer and all such rates and taxes and other amounts including VAT as are payable to obtain a certificate in terms of any relevant section of the Local Government Ordinance (Orange Free State).

The full conditions of sale may be inspected prior to the sale at the offices of the Sheriff for the District of Welkom, 100 Constantia Street, Welkom. The said conditions of sale will be read out by the Sheriff immediately prior to the sale.

Dated at Welkom on this 11th day of March 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/UN460.)

Saak No. 3658/96

IN DIE LANDDROSHOF VIR DIE DISTRIK SASOLBURG GEHOU TE SASOLBURG

**In die saak tussen NEDCOR BANK BEPERK, Eiser, en FREDERICK JOHANNES BROUGH, Identiteitsnommer 6402165117088, Eerste Verweerder, en PETRONELLA WILLAMIENA BROUGH, Identiteitsnommer 6903290059004, Tweede Verweerder**

Ingevolge 'n vonnis van die Landdroshof van die distrik Sasolburg gedateer 22 November 1996 en 'n lasbrief vir eksekusie gedateer 21 November 1996 sal die volgende eiendom in eksekusie verkoop word op Vrydag, 16 Mei 1997 om 10:00, voor die Landdroshof, Bainstraat, Sasolburg:

Erf 12523, Sasolburg, groot 803 (agthonderd-en-drie) vierkante meter.

Die eiendom word verkoop onderhewig aan die bepalings van die Groepsgebiedewet en tien persent (10%) van die koopprijs is betaalbaar by sluiting van die koop-ooreenkoms en die balans teen registrasie van transport aan die koper moet verseker word deur 'n aanvaarbare waarborg wat aan die Balju van die Landdroshof voorsien moet word binne veertien (14) dae vanaf datum van die verkoping. Die verkoping is onderhewig aan artikel 66 van die Wet op Landdroshowe, No. 32 van 1944, soos gewysig.

Die volgende inligting word onder voornemende kopers se aandag gebring, maar niks word gewaarborg nie: Die eiendom staan bekend as Hudsonstraat 27, Sasolburg, bestaande uit woonhuis met buitegeboue.

Die volle voorwaardes van die eksekusieverkoping wat op die koper bindend sal wees, sal voor die verkoping uitgelees word en kan gedurende kantoorure nagegaan word by die kantoor van die Balju van die Landdroshof, Tweede Verdieping, Trustbanksentrum, Sasolburg, en by die kantore van die Eiser se Prokureurs.

Geteken te Sasolburg op hede die 19de dag van Maart 1997.

L. D. M. Stroebe, vir Molenaar & Griffiths Ing., Trustbanksentrum, Posbus 18, Sasolburg.

Case No. 389/95

IN THE HIGH COURT OF SOUTH AFRICA  
(Orange Free State Provincial 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 JOHANNES HERMANUS KERN (Identity Number 5706295122003), First Defendant, and ORLIENA CHRISTINA KERN, Second Defendant**

In execution of a judgment of the High Court of South Africa (Orange Free State Provincial Division) in the above-mentioned suit, a sale without reserve will be held by the Sheriff of the High Court at the office of the Sheriff of the High Court, Sasolburg, at Trust Bank Chambers, Fichardt Street, Sasolburg, on Friday, 25 April 1997 at 10:00, of the undermentioned immovable property of the Defendants on the conditions which will lie for inspection, prior to the sale, at the office of the Sheriff for the High Court, Sasolburg at Trust Bank Chambers, Fichardt Street, Sasolburg:

Erf 1188, Sasolburg Township, District of Parys, measuring 814 m<sup>2</sup>, held by the Defendants under Deed of Transfer T10705/1989, being 16 Wedepohl Street, Sasolburg.

The following information is furnished *re* the improvements, though in this respect nothing is guaranteed: The property consists of lounge, dining-room, three bedrooms, bathroom/toilet, kitchen, 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 10th day of March 1997.

Routledges Incorporated, Plaintiff's Attorneys, First Floor, Colosseum, 41 Kruis Street, Johannesburg. (Tel. 331-0511.) (Ref. I.94656/WRFCLS/Mr Rumsey/Mrs Leukemans.)

Case No. 16282/96

IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

**In the matter between ABSA BANK LIMITED (UNITED), Plaintiff, and LEFU SIDWELL MOTHOB, Defendant**

In pursuance of a judgment in the Court of the Welkom Magistrate's Court granted on 20 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 2 May 1997 at 11:00, at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 18775, situated in the Township of Thabong, District of Welkom, measuring 325 (three hundred and twenty-five) square metres, held by the Defendant by virtue of Certificate of Registered Grant of Leasehold TL3214/1991, known as 18775 Thabong, District of Welkom.

**Improvements:** Residential property with lounge, kitchen, two bedrooms and bathroom with toilet. **Outbuildings:** None. (None of which are guaranteed).

**Terms:**

1. The purchase price is payable as follows:

1.1 10% (ten per cent) 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 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 6th day of March 1997.

M. C. Louw, for Neumann Van Rooyen Inc., Attorney for Plaintiff, Heeren II Building, Heeren Street, Welkom, 9459.  
(Ref: Mr MC Louw/LVR/UN440.)

Saak No. 5253/91

IN DIE HOËRHOF VAN SUID-AFRIKA  
(Oranje-Vrystaatse Provinsiale Afdeling)

In die saak tussen CORNELIUS STEPHANUS EUNOMY VAN DER WALT, Eerste Applikant, en HENDRIK DE WAAL BADENHORST, Tweede Applikant, en JOSEF FINGER, Derde Applikant, en FRANCIS SABATA TAOLE, Respondent

Ten uitvoering van 'n vonnis van die Hoërhof van Suid-Afrika (Oranje-Vrystaatse Provinsiale Afdeling) sal 'n verkoping met voorbehoud van die volgende eiendomme van bogenoemde Respondent plaasvind te die Landdroskantoor, Wesselsbron, op Vrydag, 25 April 1997 om 11:00, naamlik:

1. Sekere Erf 1518, Monyakeng, Wesselsbron, groot 150 vierkante meter.
2. Sekere Erf 1584, Monyakeng, Wesselsbron, groot 150 vierkante meter.

Die volgende inligting word verstrek maar in hierdie opsig word niks gewaarborg nie: Verbeterings bestaan uit:

1. 'n Taverne bestaande uit 'n stoor, 'n saal, 'n snoekerkamer en 'n kroeg.
2. 'n Woning met ses vertrekke naamlik twee slaapkamers, sitkamer, eetkamer, badkamer en 'n kombuis.

**Terme:** Die koper sal 10% (tien persent) van die koopsom in kontant aan die Balju betaal onmiddellik na die verkoping. Die balans moet verseker word deur 'n bank- of bougenootskapwaarborg wat binne 14 (veertien) dae na die datum van verkoping aan die Balju gelewer moet word. Indien die eiendom deur die eerste verbandhouer gekoop word, hoef die 10% (tien persent) kontantbetaling nie gemaak te word nie.

**Voorwaardes:** Die verkoopvoorwaardes is ter insae in my kantoor te Erweestraat 5, Wesselsbron, gedurende kantoorure. Balju van die Hoërhof vir die distrik Wesselsbron.

H. N. Botha, Eiser se Prokureur, p.a. Naudes, Trustfonteingebou, Posbus 153, Bloemfontein.

Saak No. 17872/96

IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussen NEDCOR BANK BEPERK, Eiser, en  
LOUISE MARIA DO ROSARIO FREITAS VAN DER WALT, Verweerder

Ingevolge uitspraak van die Landdros van Bloemfontein, en lasbrief tot geregtelike verkoping gedateer 24 Desember 1996 sal die ondervermelde eiendom op 25 April 1997 om 10:00, te Peetlaan-ingang, Landdroskantoor, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere Deel 8, volledig beskryf op Deelplan SS24/1987, en 'n onverdeelde aandeel in die gemeenskaplike eiendom ten opsigte van die grond en geboue in die skema bekend as Delamont, Lucas Steynstraat, Heuwelsig, Bloemfontein, groot 77 vierkante meter, gehou kragtens Akte van Transport ST17969/1995.

**Bestaande uit:** Enkelverdiepingmeenthuis met twee slaapkamers, badkamer en twee ander vertrekke.

Die koper moet afslaaersgelde, BTW, asook 10% (tien persent) van die koopprijs in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprijs binne 14 (veertien) 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 Bloemfontein-Wes 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/ff/GCW041.)

Saak No. 14161/96

## IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

**In die saak tussen NEDCOR BANK BEPERK, Eiser, en LORATO DIDIMALANG BEAUTY MOENG, Verweerder**

Ingevolge uitspraak van die Landdros van Bloemfontein, en lasbrief tot geregtelike verkoping gedateer 4 Desember 1996 sal die ondervermelde eiendom op 25 April 1997 om 09:00, te Aucampstraat 8, Fichardtpark, Bloemfontein, aan die hoogste bieder geregtelik verkoop word naamlik:

Sekere Erf 13807 (Uitbreiding 81), distrik Bloemfontein (Aucampstraat 8, Fichardtpark, Bloemfontein), groot 1 071 vierkante meter, gehou kragtens Akte van Transport T3390/1996.

*Bestaande uit:* Enkelverdiepingwoonhuis met drie slaapkamers, twee badkamers en vier ander vertrekke.

Die koper moet afslaaersgelde, BTW asook 10% (tien persent) van die koopprijs in kontant betaal op die dag van die verkoping van die eiendomme en moet vir die balans van die koopprijs binne 14 (veertien) 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 Bloemfontein-Wes, 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/GCM321.)

Case No. 706/97

## IN THE MAGISTRATE'S COURT FOR THE DISTRICT OF WELKOM HELD AT WELKOM

**In the matter between ABSA BANK LIMITED (UNITED), Plaintiff, and ROELOF DANIEL BYLIEFELDT, First Defendant, and ELSIE CATHARINA BYLIEFELDT, Second Defendant**

In pursuance of a judgement in the Court of the Welkom Magistrate's Court granted on 4 February 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 Magistrate's Court Act, 1944, as amended, to the highest bidder at 11:00 on 2 May 1997 at the Tulbach Street Entrance to the Magistrate's Court, Welkom, namely:

Certain Erf 3893, situated in the City of Welkom (Bedelia), District of Welkom, measuring 1 004 (one thousand and four) square metres, held by the Defendants by virtue of Deed of Transfer T4721/1989, known as 13 Portia Street, Bedelia, Welkom.

*Improvements:* Residential property with lounge, dining-room, kitchen, three bedrooms and bathroom with toilet. *Outbuildings:* Garage, domestic servants' quarters and toilet (none of which are guaranteed).

*Terms:*

1. The purchase price is payable as follows:

1.1 10% (ten per cent) thereof on the day of the sale; and

1.2 the balance together with interest shall be paid or secured by a bank or building society guarantee within 14 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 6th day of March 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/UN132.)

Saak No. 1155/97

## IN DIE LANDDROSHOF VIR DIE DISTRIK BLOEMFONTEIN GEHOU TE BLOEMFONTEIN

In die saak tussn NBS BANK BEPERK, Eiser, en mnr. JAN DIEDERIK COETZEE, Verweerder

Ingevolge 'n vonnis gedateer 11 Februarie 1997 en 'n lasbrief vir eksekusie in die Landdroshof, Bloemfontein, sal die volgende eiendom per publieke veiling verkoop word op Vrydag, 25 April 1997 om 10:00, te die Peetlaan-ingang van die Landdroshof, Bloemfontein:

Sekere Erf 2345, geleë in die stad en distrik Bloemfontein, groot 1 487 m<sup>2</sup>, gehou kragtens Transportakte T14745/94, en beter bekend as Haldonweg 2, Wilgehof, Bloemfontein.

*Verbeterings:* 'n Deels bouvallige eiendom geleë op Erf 2345, Bloemfontein.

*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 20,250% (twintig komma twee vyf nul 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 3de dag van Maart 1997.

J. H. Conradie, p.a. Rossouws, Prokureur van Eksekusieskuldeiser, Vyfde Verdieping, L.T. Trustgebou, Elizabethstraat 7 (Posbus 7595), Bloemfontein, 9300. [Tel. (051) 430-5870.]

## SALES IN EXECUTION AND OTHER PUBLIC SALES GEREGTELIKE EN ANDER OPENBARE VERKOPE SALES IN EXECUTION • GEREGTELIKE VERKOPE

### TRANSVAAL

Case No. 21695/96  
PH 334

IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between ABSA BANK LIMITED, Plaintiff, and ZERFF, WILLIAM GEORGE, First Defendant,  
and SERFF, ELIZABETH CATHERINE JOHANNA, Second Defendant**

In execution of a judgment of the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, a sale without a reserve price will be held by Michael James (Tvl) Ltd, and the Sheriff of the Supreme Court at 136 12th Avenue, Edenvale, on 29 April 1997 at 10:00, of the undermentioned property of the Defendants which conditions may be inspected at the offices of Michael James (Tvl) Ltd, 708 Pretoria Main Road, Wynberg, and the Sheriff of the High Court, Germiston North, Fourth Floor, Standard Bank Building, 247 President Street, Germiston, prior to the sale:

Certain Remaining Extent of Erf 85, Edenvale Township, Registration Division IR, Province of Gauteng (being 136 12th Avenue, Edenvale), 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 lounge, dining-room, kitchen, three bedrooms and bathroom with toilet. Outbuilding comprising of garage.

*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 26th 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 U23704.)

Case No. 27442/96  
PH 482

IN THE SUPREME COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between FIRST NATIONAL BANK OF SOUTHERN AFRICA LIMITED, Plaintiff/Execution Creditor,  
and MODIBE JACOB JOHN LEGAE, Defendant/Execution Debtor**

In execution of a judgment of the Supreme Court of South Africa (Witwatersrand Local Division), a sale without reserve will be held by the Sheriff of the Supreme Court for the District of Johannesburg South at Ground Floor, 69 Juta Street, Braamfontein, Johannesburg, on Thursday, 24 April 1997 at 10:00, of the undermentioned property of the Defendant on and subject to the conditions to be inspected at the offices of the Sheriff, at 100 Sheffield Street, Turfontein, Johannesburg:

The property is Section 1, as shown and more fully described on Sectional Plan SS204/1992, in the scheme known as New South Villas, in respect of land and building or buildings situated at Naturena Township, Local Authority of the Greater Johannesburg Transitional Metropolitan Council of which section the floor area according to the said sectional plan is 78 (seventy-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 ST15785/1996, situated at 10 New South Villas, Montana Place, Naturena, Johannesburg.

The following information is furnished *re* the improvements though in this respect nothing is guaranteed: Lounge, kitchen, two bedrooms, bathroom, shower and w.c.

**Terms:** 10% (ten per cent) of the purchase price in cash on the day of the sale, and the balance and interest on the full purchase price at current bond rates payable against the registration of transfer, to be secured by a bank, building society or other acceptable guarantee, to be furnished within fourteen days from the date of sale.

Auctioneer's charges are payable and calculated at 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) to a maximum fee of R7 000 (seven thousand rand) and a minimum fee of R260 (two hundred and sixty rand).

Dated at Johannesburg this 25th day of March 1997.

Max Cohen, Plaintiff's Attorneys, First Floor, The Chambers, corner of Sixth Street and Louis Botha Avenue, Orange Grove, Johannesburg, 2192; P.O. Box 4184, Johannesburg, 2000. Dx 257 JHB. (Tel. 728-7500.) (Fax 728-2147.) (Ref. Max Cohen/Clinton Lewis/F812.)

Case No. 27164/96  
PH 368

IN THE HIGH COURT OF SOUTH AFRICA  
(Witwatersrand Local Division)

**In the matter between NEDCOR BANK LTD, Execution Creditor, and MASHAPA, BOY SAMUEL,  
First Execution Debtor, and MASHAPA, LEAH LOUISA, Second Execution Debtor**

In pursuance of a judgment in the High Court of South Africa (Witwatersrand Local Division) in the above-mentioned suit, the property attached listed herein will be sold on 29 April 1997 at 11:00, at the office of the Sheriff of the High Court, 439 Prince George Avenue, Brakpan, voetstoots to the highest bidder:

All right, title and interest in the leasehold in respect of Erf 18562, Tsakane Extension 8 Township, Registration Division IR, Province of Gauteng, Certificate of Registered Grant of Leasehold TL45026/89, in extent 350 (three hundred and fifty) square metres, situated at 18562 Tsakane Extension 8, Brakpan.

The improvements on the property are as set out hereunder, but no warranties are given in respect thereof:

**Description:** Zoning: Residential.

**Improvements:** The property is improved by the existence of a face brick under tile dwelling comprising lounge, kitchen, three bedrooms and bathroom.

The conditions of sale may be inspected at the office of the Sheriff of the High Court, 439 Prince George Avenue, Brakpan.

Dated at Benoni on this 3rd day of March 1997.

H. J. Falconer, for A. B. Cook Cook & Falconer, Execution Creditor's Attorneys, Second Floor, Permanent Building, Princes Avenue, Benoni. (Tel. 845-2700.) (Ref. Mr Falconer/rb.)

# PUBLIC AUCTIONS, SALES AND TENDERS OPENBARE VEILINGS, VERKOPE EN TENDERS

## TRANSVAAL

### MANNIE AUCTIONEERING COMPANY

INSOLVENT ESTATE: S. AND L. GOVENDER, MASTER'S REFERENCE T2498/96

Duly instructed by the Provisional Trustee in the above matter we will sell by public auction the following:

Large five-bedroomed family home with pool, 18 Darwin Avenue, Savoy Estate, Johannesburg, Tuesday, 15 April 1997 at 10:30.

Certain Erf 84, measuring approximately 1 666 square metres upon which is erected a house comprising entrance, family room, lounge, dining-room, kitchen, five bedrooms (main with bathroom en-suite), two bathrooms, double garage, double carport, two maids rooms and bathroom, store-room, cement back patio, pool with brick-paved surround, security gates, keypad alarm on radio and satellite dish.

*Terms:* 15% (fifteen per cent) deposit on signature of the conditions of sale and the balance within 30 days from date of confirmation.

On view Monday, Wednesday and Friday 09:00—14:00.

Mannie Auctioneering Company, Tel. (011) 485-3228, Fax (011) 485,1947. Cell. (082) 501-3095 and (082) 501-3108.

### UBIQUE AFSLAERS

In opdrag van die Kurator Bonis in die boedel **G. J. Oberholzer**, No. 15583/96, sal ons die bates verkoop op 10 April 1997 om 10:00, te Generaal Beyersweg 10, Makwassie.

*Terme:* Kontant of bankgewaarborgde tjeks.

*Telefoon:* (0148) 294-7391 of 297-3841.

Ubique Afslaers, Die Meent, Van Riebeeckstraat 123 (Posbus 208), Potchefstroom.

### PHIL MINNAAR AFSLAERS

INSOLVENTE BOEDELVEILINGS VAN NETJIESE DRIESLAAPKAMERGRASDAKWONING IN THE ORCHARDS-UITBREIDING 11 SOWEL AS RUIM DUBBELVERDIEPINGWONING IN NINAPARK-UITBREIDING 2, AKASIA

In opdrag van die Kurator in die insolvente boedel **B. J. en S. J. de Beer**, Meestersverwysing T589/97 en T588/97, verkoop ons die ondergenoemde eiendomme per openbare veiling op Vrydag, 18 April 1997:

#### TEICHMANSTRAAT 23, THE ORCHARDS-UITBREIDING 11, AKASIA, 10:00

*Beskrywing van eiendom:* Erf 1584, The Orchards-uitbreiding 11, Akasia, Registrasieafdeling JR, Gauteng, groot 969 m<sup>2</sup>.

*Verbeterings:* Hierdie grasdakwoning bestaan uit drie slaapkamers, aantrekkamer, twee badkamers, sitkamer, eetkamer, studeerkamer, gesinskamer, oopplankombuis, teëls, diefwering, bediendetoilet, dubbeltoesluitmotorhuis en gevestigde tuin.

*Besigtiging:* Skakel mev. Louis vir 'n afspraak by 083-3080186.

*Beskrywing van eiendom:* Erf 128, Ninapark-uitbreiding 2, Akasia, Registrasieafdeling JR, Gauteng, groot 1 349 m<sup>2</sup>.

#### CUCKOOLAAN 52, NINAPARK-UITBREIDING 2, AKASIA, 11:00

*Verbeterings:* Hierdie dubbelverdiepingsiersteenwoning met teëldak bestaan uit vyf slaapkamers, hoofslaapkamer met badkamer en aantrekkamer, twee badkamers, ingangsportaal, ruim sitkamer, studeerkamer, gesinskamer, televisiekamer, oopplankombuis, aparte opwas, bediendekamer, dubbeltoesluitmotorhuis, plaveisel, siersteen ommuur en netjiese gevestigde tuin.

*Besigtiging:* Daagliks tussen 08:00 en 17:00.

*Terme:* 20% (twintig persent) deposito in kontant of bankgewaarborgde tjek en die balans binne 45 dae na bekragtiging.

*Navrae:* Skakel ons kantore by (012) 343-3834.

Phil Minnaar Afslaers, Parkstraat 813, Sunnyside (Posbus 28265), Sunnyside, Pretoria, 0132. Tel. (012) 343-3834, Fax (012) 343-2789.

**PHIL MINNAAR AFSLAERS**

**INSOLVENTE BOEDELVEILING VAN PRAGTIGE HOEWE MET GOEIE VERBETERINGS EN SEKURITEIT ASOOK GROOT HOEVEELHEID KONSTRUKSIETOERUSTING, BAKKIE, TROKKE, SLEEPWA EN MOTOR, MONTANA-LANDBOUHOEWES, PRETORIA**

In opdrag van die Voorlopige Kurator in die insolvente boedel **G. P. Botha**, Meestersverwysing T459/97, verkoop ons die ondergenoemde eiendom en losbates per openbare veiling op Donderdag, 17 April 1997 om 11:00:

**Ligging:** Vanaf Zambeziryalaan draai noord in Dr. Van der Merwelaan (regoor die Kollonadesentrum). Draai regs in Rooibosstraat en links in Ansoweg, Hoewe 50.

**Beskrywing van eiendom:** Hoewe 50, bekend as Ansoweg 50, Montana-landbouhoewes, Pretoria, Registrasieafdeling JR, Gauteng, groot 2,1060 ha.

**Verbeterings: Hoofwoning:** Bestaan uit vyf slaapkamers, twee badkamers, sit/eetkamer, TV-kamer, snoekerkamer met ingeboude kroeg, kombuis met aparte opwas, diefwering, swembad met aantrekkamer, braaiarea, plaveisel, vyf toesluit-motorhuise, mooi tuin en sekuriteitsomheining.

**Kantoorblok:** Die kantore is baie modern en bestaan uit ontvangs, stoorkamer, ingangsportaal, vier kantore, konferensiekamer, kombuis en badkamer.

Die hoewe het verder drie netjiese perdestalle, staalskure, vier bediendekamers met geriewe. Daar is drie boorgate waarvan een toegerus is met 'n dompelpomp.

**Afslaeersnota:** Hierdie eiendom is goed geleë vir toekomstige ontwikkeling.

**Roerende bates:** 94 Opel Kadett 160i, 92 Toyota Hilux, 89 Canter, 91 Canter, 82 Elite 6 Venter-sleepwa, staalhekke, geute, sementmenger, kruitwaens, sinkplate, vloerteëls, vensterrame, wasbakke, blikke verf, rolle draad, deurrame, geysers, dakteëls, staal- en asbespye, grawe, wasbakke, houtdeure, dubbel wasbak en nog vele meer.

**Terme: Eiendom:** 10% (tien persent) deposito in kontant of bankgewaarborgde tjek en balans binne 14 dae na aanvraag. **Afslaeerskommissie** op eiendom betaalbaar deur koper sowel as BTW daarop. **Roerende bates:** Streng kontant of bankgewaarborgde tjeks.

Phil Minnaar Afslaers, Parkstraat 813, Sunnyside (Posbus 28265), Sunnyside, Pretoria, 0132. Tel. (012) 343-3834, Fax (012) 343-2789.

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**PHIL MINNAAR AFSLAERS BK**

(Reg. No. CK94/32491/23)

**BOEDEL WYLE: L. H. B. DORNBACH**

Behoorlik gemagtig deur die Eksekuteur in bogenoemde boedel verkoop ons per openbare veiling, op die perseel, op 8 April 1997 om 11:00, Erf 2041, Florida-uitbreiding 4, Roodepoort.

**Voorwaardes:** 15% (vyftien persent) van verkoopprijs kontant of bankgewaarborgde tjek met toeslaan van bod. Restant deur verskaffing van waarborge binne dertig (30) dae van bevestiging van verkoping.

Phil Minnaar Afslaers, Johannesburg, Tel: (011) 475-5133.

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**PHIL MINNAAR AFSLAERS**

**INSOLVENTE BOEDELVEILING VAN DRIE EIENDOMME IN PRETORIA EN AKASIA, DUPEKSWOONSTEL TE CAPITAL PARK, VIERSLAAPKAMERWONING MET SWEMBAD TE MAYVILLE EN PRAGTIGE LANDBOUHOEWE TE HEATHERDALE**

In opdrag van die Voorlopige Kurator in die insolvente boedel van **G. P. Botha**, Meestersverwysing T459/97, en die trustees van die landbouhoewe verkoop ons hierdie eiendomme per openbare veiling op Woensdag, 16 April 1997:

**10:00—MINETTE PARK 6, VENTERSTRAAT 261, CAPITAL PARK**

**Eiendomsbeskrywing:** Eenheid 6 van Skema SS, Minette Park 580, geleë op Erf 1427, Capital Park, Pretoria, groot 173 m<sup>2</sup>.

**Verbeterings:** Drielslaapkamerdupeks (hoofslaapkamer met en-suite badkamer, loop uit op veranda) met tweede badkamers, sitkamer, kombuis, twee onthaalvertreke en enkel toesluitmotorhuis.

**Navrae/besigtiging:** Skakel ons kantore by (012) 343-3834.

**12:00—KILLICKLAAN 827, MAYVILLE**

*Eiendomsbeskrywing:* Resterende Gedeelte van Gedeelte 2 van Erf 180, Mayville, Pretoria, groot 1 027 m<sup>2</sup>.

*Verbeterings:* Eiendom is 'n pypsteelerf en bestaan uit 'n vierslaapkamerwoning met sitkamer, eetkamer, familiekamer, twee vol badkamers, kombuis met aparte ontbythoekie, buitekamer, bediendekamer met geriewe, enkel motorhuis, motorafdak, skadunet vir twee motors, onderdakstoep, plaveisel, swembad met grasdak lapa en gevestigde tuin. Eiendom is ommuur.

*Besigtiging:* Skakel mnr. Johan Botha by 082-414-2012.

**13:00—BERGLAAN 146, HEATHERDALE, AKASIA**

*Eiendomsbeskrywing:* Plot 146, bekend as Berglaan 146, Heatherdale-landbouhoewes, Akasia, groot 3,1373 hektaar.

*Verbeterings:* Die eiendom is onderverdeel. *Agterste deel:* Geen verbeterings. Boorgat en sementdam. *Voorste deel:* Vyfslaapkamerwoonhuis met twee badkamers, drie aparte woonstelle met alle geriewe, drie motorhuise, stoorkamer, swembad, tennisbaan en tropiese gevestigde tuin. Die eiendom is baie netjies met sekuriteitsheining omhein, sekuriteitshekke met interkomstelsel en kamerakontrole.

*Besigtiging:* Daaglik.

*Terme:* 10% (tien persent) deposito in kontant of bankgewaarborgde tjek en balans binne 14 dae na aanvraag.

*Afslaerskommissie:* Betaalbaar deur koper sowel as BTW daarop.

*Navrae:* Skakel ons kantore (012) 343-3834.

Phil Minnaar Afslaers, Parkstraat 813, Sunnyside (Posbus 28265), Sunnyside, Pretoria, 0132. Tel. (012) 343-3834, Fax (012) 343-2789.

**PARK VILLAGE AUCTIONS****43 CENTRAL PARK CC, IN LIQUIDATION, MASTER'S REFERENCE T2632/96**

Duly instructed by the Liquidator in the above-mentioned estate, we will offer for sale by way of public auction, on site at Unit 43, Central Park, Laing Street, Paulshof, Sandton District, Gauteng, on Wednesday, 9 April 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: F. J. AND F. ISMAIL, MASTER'S REFERENCE T3530/96**

Duly instructed by this Estate's Trustee, we will offer for sale by way of public auction, on site at 1642 Gardenia Street, Thistle Grove, Kinross, Gauteng, on Friday, 11 April 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.

**VERED AUCTIONEERS****18 MAHATTAN PAULSHOF CC, IN LIQUIDATION, MASTER'S REFERENCE T2825/96**

Instructed by the Trustee in the above matter we will sell by public auction Unit 18, Manhattan Paulshof.

Improvements include a townhouse unit with two bedrooms and two bathrooms.

*Terms:* 15% (fifteen per cent) deposit on the fall of the hammer, the balance by approved guarantees within 30 days.

*Conditions:* The property will be sold to the highest accepted bidder subject to confirmation by the trustees.

*Date:* Monday, 14 April 1997 at the property.

*Viewing:* During the day, security in attendance.

For further information please contact the auctioneers: Vered (011) 646-5432.

Vered Auctioneers, P.O. Box 84272, Greenside, 2034.

**AUCOR (SANDTON) (PTY) LTD**

BRICK MAKING PLANT, POWER SCREEN AND ANCIL EQUIPMENT, **MODDERFONTEIN STEENMAKERY CC**, IN LIQUIDATION, MASTER'S REFERENCE T3217/96, TO BE SOLD ON SITE AECI, ZUURFONTEIN ROAD, MODDERFONTEIN, ON T.B.A.\* AT 10:30

*View:* Day prior to auction or by appointment with auctioneers.

*Terms:* R5 000 (five thousand rand) deposit to register. The balance to be paid on the day of the sale by cash transfer or by bank-guaranteed cheque. For the plant in its entirety, a 20% (twenty per cent) bank-guaranteed cheque is required immediately with the balance payable in 24 hours. All bids exclude V.A.T.

For further information, kindly contact the auctioneers Aucor (Sandton) (Pty) Ltd, 14 Appel Road, Wendywood, Sandton. Tel. (011) 444-5550. Fax (011) 444-5551 \* E Mail: aucor@iafrica.com.

**VAN VUUREN AFSLAERS****INSOLVENTE BOEDELVEILING VAN 'N DRIESLAAPKAMERWONING IN GARSFONTEIN, PRETORIA**

In opdrag van die Kurator in die insolvente boedel **A. J. Smit**, Meestersverwysing T313/96, verkoop ons die ondergemelde eiendom per openbare veiling op Woensdag, 9 April 1997 om 11:00:

*Plek van veiling:* Thelmastraat 713, Garsfontein, Pretoria.

*Beskrywing van eiendom:* Erf 499, beter bekend as Thelmastraat 713, Garsfontein, Pretoria, groot 1 240 m<sup>2</sup>.

*Verbeterings:* Hierdie woning bestaan uit drie slaapkamers, twee badkamers, aparte toilet, sit/eetkamer, kombuis, waskamer, bediendekamer, motorhuis en swembad.

*Terme:* 10% (tien 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.

**VAN VUUREN AFSLAERS****INSOLVENTE BOEDELVEILING VAN 'N DRIESLAAPKAMERGESINSWONING IN THERESAPARK, PRETORIA-NOORD**

In opdrag van die Kurator in die insolvente boedel **A. J. du Plessis**, Meestersverwysing T301/97, verkoop ons die ondergemelde eiendom per openbare veiling op Woensdag, 16 April 1997 om 11:00:

*Plek van veiling:* Roanstraat 8, Theresapark X2, Pretoria-Noord.

*Beskrywing van eiendom:* Erf 733, Theresapark X2, beter bekend as Roanstraat 8, Theresapark X2, Pretoria-Noord, groot 852 m<sup>2</sup>.

*Verbeterings:* Hierdie klinkersteenwoning bestaan uit drie slaapkamers, badkamer, sitkamer, eetkamer, TV-kamer, oopplan kombuis, Wendy-huis, swembad en dubbel toesluitmotorhuis.

*Terme:* 10% (tien 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.

**VAN VUUREN AFSLAERS****INSOLVENTE BOEDELVEILING VAN 'N RUIM EEN-EN-'N HALF SLAAPKAMERWOONSTEL IN MUCKLENEUK, PRETORIA**

In opdrag van die Kurator in die insolvente boedel **J. S. Ernandes**, Meestersverwysing T593/97, verkoop ons die ondergemelde eiendom per openbare veiling op Donderdag, 17 April 1997 om 11:00:

*Plek van veiling:* Meersburg 107, Mearsstraat 234, Muckleneuk, Pretoria.

*Beskrywing van eiendom:* Eenheid 7 van die skema SS Meersburg 8, beter bekend as Meersburg 107, Mearsstraat 234, Muckleneuk, Pretoria.

*Verbeterings:* Hierdie woonstel bestaan uit een-en-'n-halfslaapkamer, badkamer, sit/eetkamer, kombuis en toesluitmotorhuis.

*Terme:* 10% (tien 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.

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**NATAL**

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**DALES BROS. PROPERTY AUCTIONS**

Duly instructed by the Trustee in the insolvent estate **S. T. Z. Ngubane**, Master's Reference N194/96, auction sale to be held on Thursday, 17 April 1997 at 10:00, on site, Flat 205, Grant Birches, Paradise Valley, Pinetown, Natal, two bedroomed flat.

20% (twenty per cent) guaranteed deposit payable 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.

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**ORANGE FREE STATE  
ORANJE-VRYSTAAT**

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**PLAAS TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, BLOEMFONTEIN op 25 April 1997 om 10:00 voor die Landdroskantoor te BLOEMFONTEIN die ondergemelde eiendom by publieke veiling verkoop:—

Restant van die plaas MONUMENT 2206, distrik Bloemfontein, Provinsie Vrystaat

GROOT: 857,3036 hektaar

Blykens Akte van Transport T22332/1995

in die naam van BENITO ORLANDINI

Ligging van hierdie eiendom:—

45 km suid van Bloemfontein

Geboue en verbeterings wat beweer word om op die eiendom te bestaan is:—

Woonhuis, dubbelmotorhuis/woonstel, melkstal, voerstoor, skeerskuur, implementeskuur, skuur en 12 arbeidershuise. Veekerend omhein en verdeel in kampe. 8 Boorgate, 4 sementdamme, sinkdam en Kafferrivier.

Voornemende kopers se aandag word daarop gevestig dat daar geen verpligting op die Landbank rus om grense of bakens ten opsigte van die eiendom uit te wys nie. Geen versekering kan gegee word dat die beweerde geboue en ander verbeterings wel bestaan of op die eiendom soos hierbo gemeld, geleë is nie, of dat enige daarvan vry van retensiereg of huurkoop-ooreenkoms is, of dat 'n aangrensende eienaar geen belang of kontribusie-eis ten opsigte van 'n grensheining het nie.

Die eiendom word voetstoots verkoop soos dit staan, onderworpe aan alle servitute en voorwaardes in die titelakte vermeld.

By die toeslaan van die bot moet die koper die volgende in kontant of per bankgewaarborgde tjek betaal:—

- (a) Minstens een-tiende van die koopprijs.
- (b) 2,5% Afslaerskommissie onderworpe aan 'n maksimum van R7 500. (14% BTW indien van toepassing is eksklusief betaalbaar).
- (c) Alle koste in verband met die verkoping wat insluit advertensiekoste.
- (d) BTW indien van toepassing, dit is 14% op die volle koopprijs;

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, belastinge en hereregte wat nodig mag wees om transport in sy naam te registreer. Hierdie bedrae moet betaal word sodra die Landbank dit versoek.

Die eiendom word verkoop vry van enige huurooreenkomste, bewoningsregte, koop-ooreenkomste 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: BBAB 05423 01G (REGTE).

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 26 Maart 1997.

**PLASE TE KOOP**

Op las van die Land- en Landboubank van Suid-Afrika sal die Balju: Hooggeregshof, KOPPIES op 25 April 1997 om 10:00 voor die Landdroskantoor te KOPPIES die ondergemelde eiendomme by publieke veiling verkoop:—

(1) Onderverdeling 1 van die plaas MERIBA 344, distrik Koppies,

Provinsie Vrystaat

GROOT: 44,8347 hektaar

(2) Restant van die plaas MOOIPLAATS 387, distrik Koppies,

Provinsie Vrystaat

GROOT: 109,4993 hektaar

(3) Die plaas DOORBULT 164, distrik Koppies, Provinsie Vrystaat

GROOT: 115,3681 hektaar

Eiendomme (1) tot (3) blykens Akte van Transport T15114/1993 in die naam van GERHARDUS PRETORIUS (Jr).

(4) Restant van plaas MERIBA 344, distrik Koppies,

Provinsie Vrystaat

GROOT: 44,8347 hektaar

Eiendom (4) blykens Akte van Transport T8983/1977 in die naam van GERHARDUS PRETORIUS (Sr).

(5) Die plaas GELUKSPRUIT 165, distrik Koppies, Provinsie Vrystaat

GROOT: 136,7814 hektaar

Eiendom (5) blykens Akte van Transport T4498/92 in die naam van GERHARDUS PRETORIUS (Sr).

Ligging van hierdie eiendomme:—

12 km oos van Koppies

Geboue en verbeterings wat beweer word om op die eiendomme te bestaan is:—

Eiendomme (1) tot (3)

Woonhuis, motorhuis, 2 oop staalkonstruksiestore, plaaswinkel (pakkamer), plaasskool, 6 arbeidershutte, kantoor, 5 pomp-huise, 2 pompsilotorings, voerstoor en melkstal. Veekerend omhein en verdeel in kampe. 2 Boorgate en tenk.

Eiendomme (4) en (5)

Woonhuis, motorhuis, 2 store en buitekamer. Veekerend omhein en verdeel in kampe. 5 Boorgate, opgaartenk en 4 sementdamme.

Eiendomme (1) en (2) ressorteer onder die Renosterrivier Staatswaterskema en 33,8 hektaar van eiendom (1) en 65,5 hektaar van eiendom (2) is onderskeidelik daaronder ingelys. Die koper is verantwoordelik vir oorplasing van die waterregte op sy naam.

Die aandag van 'n voornemende koper word daarop gevestig dat indien hy reeds grond besit of belang het in grond onder enige Staatswaterskema of Staatswaterbeheergebied hy bevestiging van die betrokke Minister moet verkry dat hy die waterregte sal kan bekom.

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 huurkooppooreenkoms 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 die 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, belastinge 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, kooppooreenkomste en/of vruggebruik.

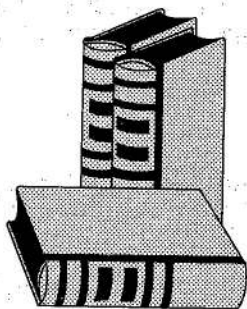
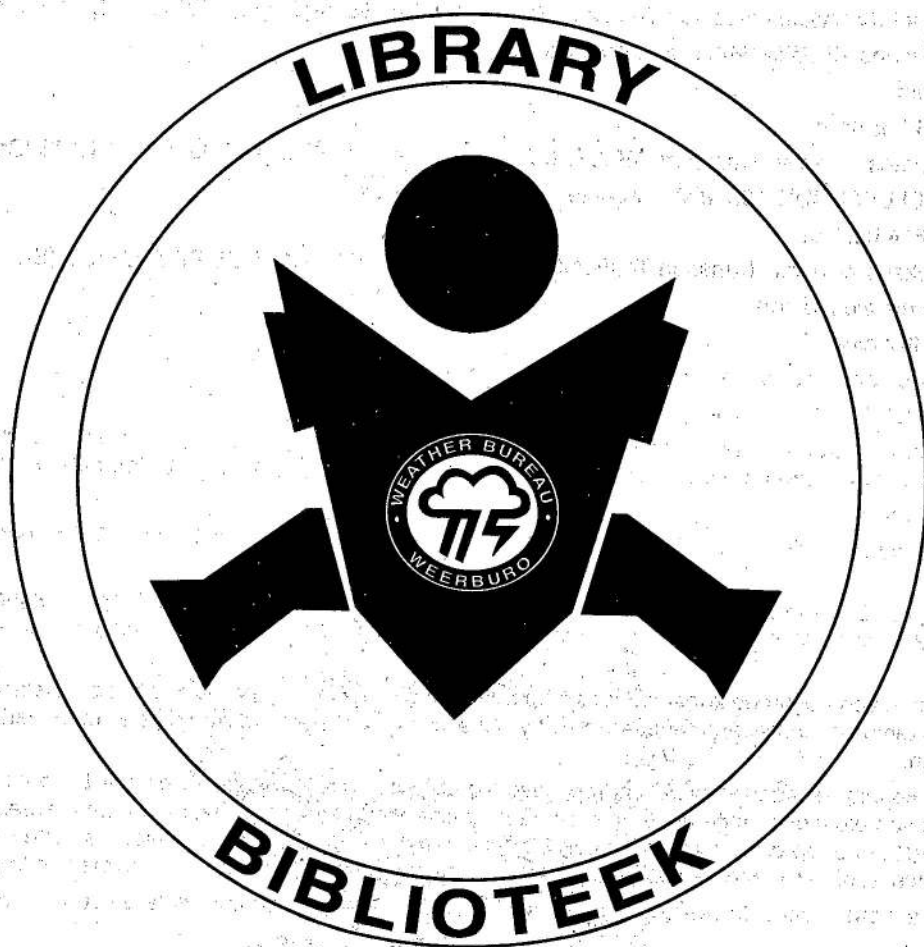
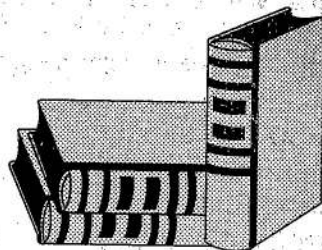
Die Landbank behou hom die reg voor om enige eiendom wat te koop aangebied word te enige tyd van die verkoping te onttrek.

Dit word beweer dat waterbelasting ten bedrae van R6 924,11 plus rente ten opsigte van eiendomme (1) en (2) verskuldig is.

VERWYSINGSNOMMER: BCAF 04342 01G (REGTE)

Land- en Landboubank van Suid-Afrika, Posbus 375, Pretoria, 0001. 26 Maart 1997.

*Where is the largest amount of meteorological information in the whole of South Africa available?*



*Waar is die meeste weerkundige inligting in die hele Suid-Afrika beskikbaar?*

Department of Environmental Affairs and Tourism  
Departement van Omgewingsake en Toerisme

## Save a drop — and save a million

**W**ater conservation is very important to the community and industry to ensure their survival. So save water!



## Spaar 'n druppel — en vul die dam

**I**ndien almal van ons besparingsbewus optree, besnoei ons nie slegs uitgawes nie maar wen ook ten opsigte van ons kosbare water- en elektrisiteitsvoorraad

# RECYCLE HERGEBRUIK



Department of Environmental Affairs  
Departement van Omgewingsake



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## INHOUDSOPGAWE

### WETLIKE KENNISGEWINGS

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